

**STAFF**

Steve Schwabauer, General Manager  
Jennifer Spaletta - General Counsel  
Roger Masuda - Special Counsel  
Shasta Burns - Deputy Secretary  
Daniel de Graaf - District Engineer  
Robert Granberg – Grants Administrator

**BOARD OF DIRECTORS**

President - Joe Valente  
Vice President – Jason Colombini  
Secretary – Brady Colburn  
Treasurer - Charles Starr II  
Director – David Simpson

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**Monday, April 27, 2026  
2:00 p.m.  
Lodi Grape Festival Grounds- Barrel Room  
413 E. Lockeford St, Lodi CA 95240**

Join Zoom Meeting

<https://us02web.zoom.us/j/87883217427>

Meeting ID: 878 8321 7427

One tap mobile

+16699006833,,87883217427# US (San Jose)

+16694449171,,87883217427# US

The agenda and all noted documentation may be viewed and downloaded at [www.nsjwcd.com.org](http://www.nsjwcd.com.org) . Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District’s location of business at: 498 E. Kettleman Lane, Lodi. The District’s mailing address is: PO Box 334, Victor CA 95253.

**NOTICE:** Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendaize items for future consideration.

- 1. Call to Order - Roll Call - Acceptance of Agenda**
- 2. Correspondence/Announcements**
- 3. Action Items**

Any and all of **the following agenda items are subject to action** being taken by the Board of Directors by motion, resolution or ordinance.

**Action items may be added to the agenda** upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District’s attention after the agenda was posted.

A. CONSENT CALENDAR

1. Approval of the Minutes for the Special Meeting Minutes on April 1, 2026 (Water Forum) and the Regular Scheduled Board Meeting on March 30, 2026 (*attachment 1*). Pages 5-6

B. PUBLIC HEARING: Hold Public Hearing on Draft NSJWCD Master Facilities Plan (*attachment 2*) page 10

C. FINANCIAL/ADMINISTRATIVE

1. Receive and Approve March, 2026 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers (*attachment 3*) page 11
2. Approve Payment of Bills (*attachment 4 & 5*) pages 12-16
3. Receive Update on three-month cash flow projection (*attachment 6*) p. 17
4. Presentation From Chris Potter of EBMUD on 2026 water year projections (appearing via Zoom)
5. Update on Quotes for Tractor/Mower (*attachment 7*) pages 18-28
6. Update on Groundwater Charge Timeline
7. Set 2026-27 Surface Water Irrigation Rates

D. CONTRACTS

1. Authorize General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement for the purchase of the Western 15.97 Acres of APN 05113056 (*attachment 8*) pages 29-62

E. SYSTEM AND PROJECTS

1. Engineer's Report and Operations Plan (*attachment 9*) pages 63, 64
2. North System
  - i. NS Phase 2 update
3. South System
4. Cal-Fed/Woodbridge
5. Tracy Lake ID

F. Grant Activity

G. Receive Master Plan Update and Provide Direction to Staff

H. Groundwater Charge

- I. Sustainable Groundwater Management Act/ GWA Activity
- J. MICUP/SJC Mokelumne River Application
- K. Bay Delta /Healthy Rivers and Landscapes
- L. Landowner communications
- M. Board Planning Calendar

#### **4. Director and Staff Reports**

- A. Directors Reports
- B. Committee Reports
- C. Other

#### **5. Public Comment on Items Not on the Agenda**

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

#### **6. Closed Session – 4 items**

Closed Session pursuant to Section 54956.9(a) Existing Litigation  
CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Existing Proceeding  
CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – two cases Bay Delta/Flow Proceeding, and one case where facts shall not be disclosed because they are unknown to potential litigants

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators are Vic Mettler on behalf of Kay Mettler Trust APN 05113076, Larry Mettler on behalf of Lawrence and Charlene Mettler

Trust APN 05113065 and Drew Rotner on behalf of Locust Tree LLC APN 051-13-056; and Maria Doi APN 06307022 and Frank Gayaldo APN 051130032.

Closed Session pursuant to Section 54957b – General Manager Contract Review

### **Return to Open Session**

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

### **7. Motion to Adjourn**

**Next Regular Meeting May 18, 2026** from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

**Action may be taken on any item**

*Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)*

*Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting*

President Joe Valente - Area 3  
Vice President Jason Colombini - Area 2  
Director David Simpson – Area 1  
Treasurer Charles Starr – Area 4  
Secretary Brady Colburn – Area 5

General Counsel Jennifer Spaletta  
Special Counsel Roger Masuda - Absent  
Daniel deGraaf – District Engineer  
Deputy Secretary – Shasta Burns  
General Manager – Steve Schwabauer

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
REGULAR MEETING AND CONCURRENT SPECIAL MEETING  
OF THE BOARD OF DIRECTORS**

Lodi Grape Festival Grounds – Barrel Room  
413 E. Lockeford Street, Lodi, CA

**Monday, March 30, 2026**

**REGULAR MEETING**

- 1. Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:03 p.m. A motion for the acceptance of the Agenda of February 23, 2026 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.
  
- 2. Correspondence/Announcements** – Water Forum will be held on April 1, 2026 at the Lodi Grape Festival Grounds- Jackson Hall. Form 700's are due April 1, 2026.
  
- 3. Action Items** Note: Votes recorded as: For/Against/Abstention (name)
  - A. CONSENT CALENDAR**

Approval of the Minutes of the Regular Scheduled Board meeting on February 23, 2026. A motion to approve the meeting of the Regular Scheduled Board Meeting on February 23, 2026 by Director Simpson, second by Vice President Colombini. Motion passed 5/0/0.
  - B. FINANCIAL MATTERS**
    1. Receive and approve March 2026 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers presented to the board. Accountant, Lyndsay George prepared financial statements for Board action. A motion to approve March 2026 NSJWCD Monthly Treasurer's report, made by Vice President Colombini, second by Secretary Colburn. Motion passed 5/0/0.
    2. Approve Payment of Bills. A motion to approve payment of bills listed in the Board meeting packet, made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.
    3. Receive Update on three-month cash flow projection- Cash Flow Statement handout and the meeting prepared by Susan Bjork. Presented in the board

meeting packet.

4. Accept 2023 Audit – Audit was presented to the board via zoom. Draft Audit was included in the board meeting packet and also posted on the website for reference. A motion to accept and file Audit prepared by Croce, Sanguinetti, and Vanderveen for the financial year ending June 30, 2023 made by Director Simpson, second by Treasurer Starr. Motion passed 5/0/0.

5. Update on Quotes for Tractor/Mower – Report from General Manager for different options and set ups and will bring back to the board in April. Discussion item only.

6. Authorize Joint 2026 SWEEP Block Grant Application with WID, SSJID, SEWD, and CID (not to exceed \$7,500 for concept proposal and \$25,000 for final proposal if warranted)- Report from General Manager and will have Consero Solutions put together a bid to help the district put these SWEEP Grants together for local landowner submittals. Woodbridge Irrigation District has brought this cost share to their board and voted to coordinate with North San Joaquin Water Conservation District for Round 1 applications. A motion to approve up to \$7,500 to cost share with Consero Solutions to help submit SWEEP Applications split with Woodbridge Irrigation District and additional water districts for concept proposal together with their share made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.

7. Appoint 2026-2027 Budget Subcommittee – Subcommittee will consist of Vice President Colombini and Secretary Colburn. Zoom meetings will be held with two directors and staff to bring a draft to the board for adoption in May.

8. Update on Groundwater Charge Timeline- Provided Direction to Staff to prepare a notice of hearing to impose a groundwater charge of \$25.00 per AF for the 2026-27 fiscal year for the June 2026 board meeting, and other related actions.

#### C. CONTRACTS

1. Approve EBMUD Cooperative Agreement regarding the DREAM BiGR Project- A motion to approve EBMUD Cooperative agreement regarding DREAM BiGR made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0

#### D. System and Projects

1. Engineer's Report and Operations Plan. General Manager Schwabauer reviewed operations. District Engineer deGraaf gave an overview of where the district stands on each project. Projects are running at this time due to no water availability.

2. North System –

i. NS Phase 2 update – Meeting was held last week with Arnaudo and discussed concepts on plan. Arnaudo Construction is developing costs at this time and a meeting with SJCOG is scheduled for this coming week.

ii. Improvement District No. 4 Petition for Formation Update – No update at this time.

1. NS Phase 2 Update- No update at this time.
  2. Improvement District No. 4 Petition for Formation Update- General Counsel updated attached Petition for Formation attached. Staff will bring back to the board in April.
  3. North Pump Repairs Update – ISI cleaned fish screen.
- iii. South System – No update at this time.
  - iv. Cal-Fed/Woodbridge – No update at this time.
  - v. Tracy Lake ID
    1. Pump Repair Update – General Manager has given the OK to Laurel Ag to prepare the prop repairs to complete the repairs needed to get pump running again.
- E.** Grant Activity – Update in the board meeting packet and available upon request.
- i. Funding Report
- F.** Receive Master Plan Update and Provide Direction to Staff
- i. Provide Staff Input on Water Forum Presentation – Discussion item only.
- G.** Groundwater Charge- Discussion item only.
- H.** Sustainable Groundwater Management Act/GWA Activity- GWA activity- GWA approved Zanjero for all Groundwater Management across the whole basin.
- I.** MICUP/SJC Mokelumne River Application – No update at this time. Draft EIR will be available next week.
- J.** Bay Delta Flow Program Update/Voluntary Agreements – Comments have been submitted.
- K.** Landowner Communications – Water Forum will be held on April 1, 2026 with Lodi District Grape Growers Association.
- L.** Board Planning Calendar – 2026 meeting calendar is set.
- 4. Director and Staff Reports**
- A.** Director’s Report –President Valente reported on Brown Act Certification of Completion.
- B.** Committee Reports – No reports at this time.
- C.** Other – No reports at this time.
- 5. Public Comment** – No public comments at this time
- 6. Closed Session** – The Board entered closed session at 3:58 pm, and came out of closed session. **Return to Open Session** – President Valente returned the meeting to open session and announced there was no reportable action.
- 7. Adjournment** - Motion to adjourn the NSJWCD Regular Meeting on March 30, 2026 made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0. Meeting adjourned at 4:49 p.m.

**The next regular scheduled Board Meeting April 27, 2026, from 2:00 p.m. - 4:00 p.m.**

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of March 30, 2026.

Respectfully submitted:  
Board Clerk- Shasta Burns

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
REGULAR MEETING AND CONCURRENT SPECIAL MEETING  
OF THE BOARD OF DIRECTORS

Lodi Grape Festival Grounds – Barrel Room  
413 E. Lockeford Street, Lodi, CA

**Wednesday, April 1, 2026**

**SPECIAL MEETING**

- 1. Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 9:00 a.m. A motion for the acceptance of the Agenda of April 1, 2026 made by Director Colburn, second by Treasurer Starr. Motion passed unanimously 5/0/0.

President Joe Valente - Area 3  
Vice President Jason Colombini - Area 2  
Secretary David Simpson – Area 1  
Treasurer Charles Starr – Area 4  
Director Brady Colburn – Area 5

General Counsel Jennifer Spaletta  
Special Counsel Roger Masuda - Absent  
Daniel deGraaf – District Engineer  
Deputy Secretary – Shasta Burns  
General Manager – Steve Schwabauer

- 2. Water Forum Meeting with Local Water Agencies-** Public discussion only. No action.
- 3. Public Comment on Items Not on the Agenda** – No public comments at this time.
- 4. Adjournment** - A Motion to adjourn the NSJWCD Special Meeting on April 1, 2026 made by Treasurer Starr, second by Secretary Colburn. Motion passed 5/0/0. The meeting adjourned at 11:30 am

**The next regular scheduled Board Meeting April 27, 2026, from 2:00 p.m. - 4:00 p.m.**

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of April 1, 2026.

Respectfully submitted:

Board Clerk- Shasta Burns

From: Steve Schwabauer, General Manager

**ACTION:** Hold Public Hearing on Master Facilities Plan

**DISCUSSION:** The District prepared a draft master facilities plan in January of 2026. The District held one online focus group meeting and one in person focus group meeting on the plan with Landowners on February 20, 2026. The District posted the Draft Master Facilities plan to its website on March 17, 2026. The District mailed notice of the Master plan to its landowner list on March 9, 2026 and held a public meeting on its Master Plan at the Water Forum on April 1, 2026. Public Comment has been open on the plan since it was first posted and all comments will be incorporated into the plan once received. Today is the last step in the process to hear final public comment on the plan. The only item before the Board is holding the public hearing. Staff will incorporate any comments and return to the Board at its May meeting to adopt the final Master Facilities Plan.

**RECOMMENDED ACTION:** Receive Public Comment on Draft Master Facilities Plan

**Fiscal Impact:** NA

**North San Joaquin Water Conservation District  
Treasurer's Report  
April 2026 - Monthly Summary of Accounts  
As of April 22, 2026**

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (March 2026). The attached reports are prepared by LG A&A Services for the month of April 2026. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary - March 24, 2026	Beg Balance with approved transfers	Checks after last meeting	ACH/Autopays made after last meeting	Transfer after meeting	Revenue Received after last meeting	Current Balance April 22, 2026	Proposed bills to be paid today	Proposed transfer	Ending balance April 22, 2026
F&M Checking - New	94,156.32		(53,028.48)		34,279.77	75,407.61	(166,206.75)	700,000.00	609,200.86
F&M ID #3	233,988.54		(101,233.75)		384.64	133,139.43			133,139.43
F&M Tracy Lake O&M	27,552.13		(119.25)			27,432.88			27,432.88
County GW Fund	1,597,303.34				1,408,276.69	3,005,580.03		(700,000.00)	2,305,580.03
County Account Fund (GF)	10,939.43					10,939.43			10,939.43
<b>Total</b>	<b>\$ 1,963,939.76</b>	<b>\$ -</b>	<b>\$ (154,381.48)</b>	<b>\$ -</b>	<b>\$ 1,442,941.10</b>	<b>\$ 3,252,499.38</b>	<b>\$ (166,206.75)</b>	<b>\$ -</b>	<b>\$ 3,086,292.63</b>

Payments After Last Meeting		Revenue Received After Last Meeting		Proposed Bills To Be Paid Today	
				Classes	
ADP Fees	141.02	Interest	0.34	General Expenses	(34,778.69)
Amazon	100.68	SGMA #10 & #11	17,014.25	Ground Water	(76,245.37)
Costco	144.47	Water Charges- Caffese	17,265.18	Operations Fund	(6,784.29)
Dropbox	11.99			Handel Lateral	(427.50)
F&M	179.36			NS Pump Station	(14,137.40)
Microsoft	79.70	ID #3 Interest	384.64	NS Phase	(712.50)
Onstar	34.99			SS Phase 4	(33,121.00)
Payroll	21,794.19				
PG&E-01151-5	18,885.98				
PG&E-23027-0	8,323.01	Groundwater Taxes	1,408,276.69		
PG&E-32763-0	2,150.97				
PG&E-57551-9	51.82				
QuickQuack	24.99				
State Comp Ins	1,071.33				
Zoom.US	33.98				
Warrant - 37	100,000.00				
Int Warrant - 37	1,233.75				
PG&E	119.25				
<b>Total</b>	<b>154,381.48</b>	<b>Total</b>	<b>1,442,941.10</b>	<b>Total</b>	<b>(166,206.75)</b>

**1. SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.**

**2. CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:**

ACWA JPIA	\$ 8,615.44	Insurance Policy 04.01.26-03.31.27
Consero Solutions	10,153.75	March Invoice
de Graaf Engineering, Inc.	45,976.91	March Invoice
GEI Consultants	19,572.50	MICUP Consulting
Granberg & Associates	1,140.00	March Invoice
HydroFocus, Inc	5,728.35	March Invoice
Julie Lang	70.00	Notary Services
Kludt Oil	3.42	03.22.26 Statement
LCPtracker, Inc,	4,250.00	Software Subscription 03.26-04.27
Lyndsay George	5,492.33	04.15.26 Statement
Moore Biological Consultants	1,990.00	March Invoice
Pacific Southwest Irrigation	2,490.29	R&M North System
Rincon Consultants, Inc.	12,830.00	MICUP Consulting
Shasta Burns	4,117.75	April Invoice
Solano Archaeological Services	8,684.28	Cultural Resources Consultant
Spaletta Law PC	1,162.50	April Rent
Stoel Rives, LLP	30,494.35	March Invoice
Susan Bjorki	119.88	Dropbox Reimbursement
Zanjero, Inc.	3,315.00	ET Analysis
<b>Total Payments Proposed</b>	<b>166,206.75</b>	

**3. REMAINING ACCOUNTS PAYABLE – \$27,336.34**

- a. \$ 30,000.00 - Retention due to Arnaudo Construction, Inc.
- b. (\$ 2,663.66) – ABS Direct Inc. Duplicate payment. Credit on account.

**4. WARRANTS PAYABLE**

- a. \$299,988.17 – F&M Bank

**5. ACCOUNTS RECEIVABLE – \$113,309.21**

- a. \$ 13,127.50 – San Joaquin County – SGMA Grant
- b. \$ 29,999.94 – State of California – FDRE Grant
- c. \$ 32,469.48 – DWR – IRWM Grant
- d. \$ 16,791.79 – DWR – VA Grant – Retention Payments #1-6
- e. \$ 13,947.00 – City of Stockton – MICUP Reimbursement #1
- f. \$ 6,973.50 – Stockton East Water District – MICUP Reimbursement #1

**6. OTHER RECEIVABLES - \$39,550.00 – Refund due from F&M Bank.**

**North San Joaquin Water Conservation District**  
**Vendor Balance Summary**  
 All Transactions

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	May 1, 26
ABS Direct Inc	-2,663.66
ACWA JPIA	8,615.44
Arnaudo Construction, Inc.	30,000.00
Consero Solutions	10,153.75
de Graaf Engineering, Inc.	45,976.91
GEI Consultants	19,572.50
Granberg & Associates	1,140.00
HydroFocus, Inc	5,728.35
Julie Lang	70.00
Kludt Oil	3.42
LCPtracker, Inc,	4,250.00
Lyndsay George	5,492.33
Moore Biological Consultants	1,990.00
Pacific Southwest Irrigation	2,490.29
Rincon Consultants, Inc.	12,830.00
Shasta Burns	4,117.75
Solano Archaeological Services, LLC	8,684.28
Spaletta Law PC	1,162.50
Stoel Rives, LLP	30,494.35
Susan Bjorki	119.88
Zanjero, Inc.	3,315.00
<b>TOTAL</b>	<b>193,543.09</b>

## North San Joaquin Water Conservation District Unpaid Bills by Vendor

04/23/26

Accrual Basis

### All Transactions

Date	Num	Memo	Account	Class	Open Balance
<b>ACWA JPIA</b>					
04/07/2026	764	Basic Property 04.01.26-03.31.27	6135.2 · Property	-G&A	-8,615.44
Total ACWA JPIA					-8,615.44
<b>Arnaudo Construction, Inc.</b>					
09/30/2024	RET N...	NS Phase 1b - (Retainage \$15,363.46) Pipeline	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	-10,000.00
06/30/2025	RET N...		6115.6 · Pump Station	Capital Outlay:North System Phase 1C	-20,000.00
Total Arnaudo Construction, Inc.					-30,000.00
<b>Consero Solutions</b>					
04/07/2026		Master Plan Project and Public Outreach	6180.3 · Consulting	-Groundwater Management	-10,153.75
Total Consero Solutions					-10,153.75
<b>de Graaf Engineering, Inc.</b>					
04/16/2026	1335	General - Prep and Attend Board Meeting	6180.4 · Engineering Expense	-G&A	-2,552.68
04/16/2026	1335	Water Rights	6180.4 · Engineering Expense	-Groundwater Management	-1,178.00
04/16/2026	1335	Infrastructure Master Plan and CIP	6180.4 · Engineering Expense	-G&A	-1,216.11
04/16/2026	1335	Dream Project	6180.4 · Engineering Expense	-G&A	-152.00
04/16/2026	1335	South System General	6180.4 · Engineering Expense	.Operations Fund:South System O&M	-1,254.00
04/16/2026	1335	South System Phase 4	6180.4 · Engineering Expense	Capital Outlay:South System Phase 4	-33,121.00
04/16/2026	1335	North System General	6180.4 · Engineering Expense	.Operations Fund:North System O&M	-3,040.00
04/16/2026	1335	NS Pump	6180.4 · Engineering Expense	Capital Outlay:North System Pump Station	-3,463.12
Total de Graaf Engineering, Inc.					-45,976.91
<b>GEI Consultants</b>					
04/13/2026	003199...	Water Rights Consulting - Period Ending March 31, 2026	6180.14 · MICUP	-Groundwater Management	-1,087.50
04/13/2026	003199...	Water Rights Consulting - Period Ending March 31, 2026	6180.14 · MICUP	-Groundwater Management	-18,485.00
Total GEI Consultants					-19,572.50
<b>Granberg &amp; Associates</b>					
04/08/2026	44	Handel Lateral	6180.8 · Project Management	Capital Outlay:Handel Lateral	-427.50
04/08/2026	44	SGMA Grant Admin	6180.8 · Project Management	Capital Outlay:North System Phase 1B	-712.50
Total Granberg & Associates					-1,140.00
<b>HydroFocus, Inc</b>					
04/13/2026	5658-43	Billing Period March 2026	6180.5 · Hydrologist	-Groundwater Management	-5,728.35
Total HydroFocus, Inc					-5,728.35
<b>Julie Lang</b>					
04/06/2026		Notary services - Revised Lakso Easement	6180.7 · Notary Services	-Groundwater Management	-70.00
Total Julie Lang					-70.00
<b>Kludt Oil</b>					
03/31/2026		Late Fee	6236.1 · Fuel	-Groundwater Management	-3.42
Total Kludt Oil					-3.42
<b>LCPtracker, Inc,</b>					
04/03/2026	INV559...	Software 04/17/26-04/17/27	6110 · Computer Software Fees	-Groundwater Management	-4,250.00
Total LCPtracker, Inc,					-4,250.00

9:59 AM

# North San Joaquin Water Conservation District Unpaid Bills by Vendor

04/23/26

Accrual Basis

## All Transactions

Date	Num	Memo	Account	Class	Open Balance
<b>Lyndsay George</b>					
04/16/2026	1050	Billing Period 03.16.26 - 04.15.26	6180.1 · Accounting	-G&A	-5,492.33
Total Lyndsay George					-5,492.33
<b>Moore Biological Consultants</b>					
04/10/2026	4417/03...	North Pump Station Replacement Project	6180.12 · Biological Consultant	Capital Outlay:North System Pump Station	-1,990.00
Total Moore Biological Consultants					-1,990.00
<b>Pacific Southwest Irrigation</b>					
03/31/2026	328160	Replace tripping breaker and test VFD.	6205 · Repairs, Ops & Maintenance	.Operations Fund:North System O&M	-2,490.29
Total Pacific Southwest Irrigation					-2,490.29
<b>Rincon Consultants, Inc.</b>					
03/30/2026	73219	Period ended 02.28.26	6180.14 · MICUP	-Groundwater Management	-7,170.50
04/13/2026	73430	Invoice Period 03.01.26-03.31.26	6180.14 · MICUP	-Groundwater Management	-5,659.50
Total Rincon Consultants, Inc.					-12,830.00
<b>Shasta Burns</b>					
04/20/2026	237	April Invoice	6180.9 · Board Clerk	-G&A	-3,762.50
04/20/2026	237	April Mileage	6228 · Travel	-G&A	-355.25
Total Shasta Burns					-4,117.75
<b>Solano Archaeological Services, LLC</b>					
04/01/2026	2402	Cultural Resources Consultant North Pump Station PH2	6180.3 · Consulting	Capital Outlay:North System Pump Station	-8,684.28
Total Solano Archaeological Services, LLC					-8,684.28
<b>Spaletta Law PC</b>					
04/01/2026		Rent	6142 · Lease Expense	-G&A	-1,162.50
Total Spaletta Law PC					-1,162.50
<b>Stoel Rives, LLP</b>					
04/16/2026	8119206	South System Projects	6180.6 · Legal	-G&A	-441.00
04/16/2026	8119207	North Systems Projects	6180.6 · Legal	-G&A	-4,504.00
04/16/2026	8119208	Groundwater Management	6180.6 · Legal	-Groundwater Management	-7,252.00
04/16/2026	8119209	MICUP Project	6180.6 · Legal	-Groundwater Management	-10,581.00
04/16/2026	8119210	CSPA ESJ GSP Writ	6180.6 · Legal	-Groundwater Management	-968.35
04/17/2026	8119375	Mokelumne River Water Rights	6180.6 · Legal	-Groundwater Management	-343.00
04/17/2026	8119376	General Services	6180.6 · Legal	-G&A	-6,405.00
Total Stoel Rives, LLP					-30,494.35
<b>Susan Bjorki</b>					
04/16/2026		Reimbursement for Drop Box purchase	6214 · Subscriptions	-G&A	-119.88
Total Susan Bjorki					-119.88
<b>Zanjero, Inc.</b>					
04/06/2026	7956	ET Analysis	6180.3 · Consulting	-Groundwater Management	-3,315.00
Total Zanjero, Inc.					-3,315.00
<b>TOTAL</b>					<b>-196,206.75</b>

North San Joaquin Water Conservation District  
Three Month Cash Statement

For period: May 2026 through July 2026

<b>Balances</b>	<b>May</b>	<b>June</b>	<b>July</b>
Beginning cash balances	\$2,925,720	\$2,397,737	\$2,224,658
Projected revenues	\$206,804	\$50,921	\$19,800
Projected expenditures	\$734,787	\$224,000	\$191,000
Projected ending cash balances	\$2,397,737	\$2,224,658	\$2,053,458

**Cash projection is sufficient to meet 3 month projected expenditures.**

**Prepared For**
**Prepared By**

Larry Mylander  
 Belkorp Ag, LLC  
 2413 Crows Landing Road  
 Modesto, CA 95358  
 lmylander@belkorpag.com

**Quote Id** 1597725

**Creation Date** 06-Feb-2026

**Expiration Date** 10-Apr-2026

### Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 JOHN DEERE 5120M Utility Tractor 19DGPY-1PY5120MLSB002158	\$114,748.00	\$100,999.00	1	\$100,999.00
FL1272S - 72" FLAIL MOWER (SIDE OFFSET)	\$12,261.00	\$11,499.00	1	\$11,499.00
New 2020 MISC 19'5" BOOM FLAIL-B7899	\$33,549.71	\$31,999.00	1	\$31,999.00
<b>Equipment Total</b>				<b>\$144,497.00</b>

**Quote Summary**

Total Selling Price	\$144,497.00
San Joaquin Co - (7.75%)	\$11,083.45
<b>Sub-total</b>	<b>\$155,580.45</b>
*CA Tire Fee	\$7.00
<b>Balance Due</b>	<b>\$155,587.45</b>

## Selling Equipment

Quote # 1597725

Customer

### New 2025 JOHN DEERE 5120M Utility Tractor 19DGPY

QTY In Group : 1

Hours	2	Suggested List
Serial Number	1PY5120MLSB002158	\$114,748.00
Stock Number	102869	Selling Price
PUK Parent Serial #	- - -	\$100,999.00

### Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
19DGPY	5120M Utility Tractor	1	\$93,144.00	\$93,144.00

### Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0409	English Operators Manual	1	\$0.00	\$0.00
183N	JDLink Modem	1	\$0.00	\$0.00
5999	No Tire Brand Preference	1	\$0.00	\$0.00
1950	Less Application	1	\$0.00	\$0.00
0500	Less Package	1	\$0.00	\$0.00
4210	Mechanical Center Link with Ball Ends Category 2	1	\$0.00	\$0.00
1799	Less Loader Prep Package	1	\$0.00	\$0.00
3820	Two Speed PTO 540540E	1	\$0.00	\$0.00
4110	Telescoping Draft Links with Ball End Category 2	1	\$0.00	\$0.00
6040	MFWD Front Axle	1	\$0.00	\$0.00
182A	Less AutoTracLess ISOBUS	1	\$0.00	\$0.00
2100	Mechanical Suspension seat	1	\$0.00	\$0.00
4420	LH RH Stabilizer Bar	1	\$0.00	\$0.00
5010	Flange Axle	1	\$0.00	\$0.00
5090	Steel Rear Wheels	1	\$0.00	\$0.00
1380	PowrReverser 16F16R 40 kmh	1	\$0.00	\$0.00
2400	Less Instructional Seat	1	\$0.00	\$0.00
3420	2 Stackable Mid SCVs with Mechanical Joystick control	1	\$0.00	\$0.00

4160	LH Only Adjustment Lift Link	1	\$0.00	\$0.00
6210	34085R24 13.6R24 R1W Radial	1	\$857.00	\$857.00
8458	70 mm Hitch Lift Cylinder	1	\$456.00	\$456.00
4313	Drawbar with Hammerstrap	1	\$174.00	\$174.00
5144	40075R38 15.5R38 R1W Radial	1	\$121.00	\$121.00
3326	3 Mechanical Stackable Rear SCV	1	\$1,183.00	\$1,183.00
4004	Front Weight Support 55 kg121 lbs	1	\$246.00	\$246.00
8280	Rear Window Wiper	1	\$379.00	\$379.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$635.00	\$635.00
2511	Mirror Telescopic LH RH	1	\$407.00	\$407.00
3025	Corner Post Deluxe Exhaust	1	\$805.00	\$805.00
2055	Standard Cab	1	\$16,038.00	\$16,038.00
8734	Two Front Two Rear Two Side Working Lights	1	\$303.00	\$303.00
<b>Total Base / Options</b>			<b>\$114,748.00</b>	<b>\$114,748.00</b>

#### Technology Options

Code	Description	Qty	List Price	Adjusted Selling Price
1880	Less Receiver	1	\$0.00	\$0.00
1900	Less Display	1	\$0.00	\$0.00
<b>Total Technology Options</b>			<b>\$0.00</b>	<b>\$0.00</b>

#### Customer Discounts

Description	Discount Amount
Customer Discount	(\$13,749.00)
<b>Total Discounts</b>	<b>(\$13,749.00)</b>
<b>Selling Price Subtotal</b>	<b>\$100,999.00</b>
<b>Total Selling Price</b>	<b>\$114,748.00</b>
	<b>\$100,999.00</b>

**FL1272S - 72" FLAIL MOWER (SIDE OFFSET)**

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$12,261.00
Stock Number	---	Selling Price
PUK Parent Serial #		\$11,499.00

**Equipment Summary**

Code	Description	Qty	List Price	Adjusted Selling Price
04R1XF	FL1272S - 72" FLAIL MOWER (SIDE OFFSET)	1	\$11,689.00	\$11,689.00

**Base / Options**

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0409	English	1	\$0.00	\$0.00
<b>Total Base / Options</b>			<b>\$11,689.00</b>	<b>\$11,689.00</b>

**Other Charges**

Description	List Price
FREIGHT	\$572.00
<b>Total Adjustments</b>	<b>\$572.00</b>

**Customer Discounts**

Description	Discount Amount
Customer Discount	(\$762.00)
<b>Total Discounts</b>	<b>(\$762.00)</b>
<b>Selling Price Subtotal</b>	<b>\$11,499.00</b>
<b>Total Selling Price</b>	<b>\$11,499.00</b>

**New 2020 MISC 19'5" BOOM FLAIL**

QTY In Group : 1

Hours	30	Suggested List
Serial Number	B7899	\$33,549.71
Stock Number	42884	Selling Price
PUK Parent Serial #	- - -	\$31,999.00

**Equipment Summary**

Code	Description	Qty	List Price	Adjusted Selling Price
	19'5" BOOM FLAIL	1	\$31,942.00	\$31,942.00

**Base / Options**

Code	Description	Qty	List Price	Adjusted Selling Price
TGA5014	SHORT STABILIZERS	1	\$300.00	\$300.00
TSN5033	19'5" BOOM FLAIL	1	\$395.00	\$395.00
<b>Total Base / Options</b>			<b>\$32,637.00</b>	<b>\$32,637.00</b>

**Other Charges**

Description	List Price
FREIGHT	\$912.71
<b>Total Adjustments</b>	<b>\$912.71</b>

**Customer Discounts**

Description	Discount Amount
Customer Discount	(\$1,550.71)
<b>Total Discounts</b>	<b>(\$1,550.71)</b>
<b>Selling Price Subtotal</b>	<b>\$31,999.00</b>
<b>Total Selling Price</b>	<b>\$33,549.71</b>

**Prepared For**
**Prepared By**

Larry Mylander  
 Belkorp Ag, LLC  
 2413 Crows Landing Road  
 Modesto, CA 95358  
 lmylander@belkorpag.com

**Quote Id** 1597725

**Creation Date** 06-Feb-2026

**Expiration Date** 10-Apr-2026

### Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 JOHN DEERE 6M 130 CAB TRACTOR 6051L-1L06130MVSG512172	\$184,270.00	\$181,533.69	1	\$181,533.69
FL1272S - 72" FLAIL MOWER (SIDE OFFSET)	\$12,261.00	\$11,499.00	1	\$11,499.00
New 2020 MISC 19'5" BOOM FLAIL-B7899	\$33,549.71	\$31,999.00	1	\$31,999.00
<b>Equipment Total</b>				<b>\$225,031.69</b>

**Quote Summary**

Total Selling Price	\$225,031.69
San Joaquin Co - (7.75%)	\$17,324.89
<b>Sub-total</b>	<b>\$242,356.58</b>
*CA Tire Fee	\$7.00
<b>Balance Due</b>	<b>\$242,363.58</b>

## Selling Equipment

Quote # 1597725

Customer

### New 2025 JOHN DEERE 6M 130 CAB TRACTOR 6051L

QTY In Group : 1

Hours	7	Suggested List
Serial Number	1L06130MVSG512172	\$184,270.00
Stock Number	100856	Selling Price
PUK Parent Serial #	- - -	\$181,533.69

### Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
6051L	6M 130 CAB TRACTOR	1	\$172,884.00	\$172,884.00

### Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0409	English	1	\$0.00	\$0.00
183N	JDLINK™ Modem – not MachineSync capable	1	\$0.00	\$0.00
1950	Less Application	1	\$0.00	\$0.00
3820	Rear PTO - 540/1000 rpm	1	\$0.00	\$0.00
3400	No Midstack SCV	1	\$0.00	\$0.00
6045	4WD Front Axle - Unsuspended	1	\$0.00	\$0.00
4121	Draft Links with Telescopic Ball End - Category 3N/3	1	\$0.00	\$0.00
4410	Sway Control Blocks	1	\$0.00	\$0.00
4213	Center Link with Ball End - Category 3	1	\$0.00	\$0.00
5090	Adjustable Steel Wheels	1	\$0.00	\$0.00
0660	Less Loader Package	1	\$0.00	\$0.00
0700	Less Loader Equipment	1	\$0.00	\$0.00
0606	Less Loader Boom	1	\$0.00	\$0.00
2203	Less Cab Suspension	1	\$0.00	\$0.00
2665	Standard Radio	1	\$0.00	\$0.00
2710	Right Hand Console	1	\$0.00	\$0.00
6092	Adjustable Steel Wheels	1	\$0.00	\$0.00
2141	Economy Seat	1	\$0.00	\$0.00

2510	Mirrors - Standard	1	\$0.00	\$0.00
1757	ISOBUS Ready / GreenStar™ Ready	1	\$0.00	\$0.00
3232	Hydraulic Pump - 80 l/min	1	\$0.00	\$0.00
8307	Fuel Tank Bottom Guard	1	\$646.00	\$646.00
8457	Higher Hitch Lift Capacity	1	\$582.00	\$582.00
8951	Front Base Weight - 110 kg (243 lbs.)	1	\$598.00	\$598.00
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	\$1,512.00	\$1,512.00
874C	Alternator 14 V/250 A	1	\$507.00	\$507.00
7716	Shipping Preparation without conservation	1	(\$85.00)	(\$85.00)
5901	Rear and Front Tire Brand - Firestone	1	\$501.00	\$501.00
8278	Sunvisor	1	\$150.00	\$150.00
878H	Multi-Power Outlet Strip	1	\$135.00	\$135.00
2033	Basic Cab Package	1	(\$4,077.00)	(\$4,077.00)
5220	Rear Wheel Size 320/90R42	1	(\$343.00)	(\$343.00)
6215	Front Wheel Size 320/85R28 (12.4R28)	1	(\$283.00)	(\$283.00)
873F	Light Package - Economy	1	\$735.00	\$735.00
878B	Battery Circuit Breaker	1	\$228.00	\$228.00
1440	24F/24R PowrQuad™ Plus Transmission with Creeper - 40 km/h (25 mph)	1	\$3,998.00	\$3,998.00
5040	R&P Rear Axle 79 mm (3.11 in.) x 2550 mm (100.4 in.)	1	\$3,760.00	\$3,760.00
832O	Power Beyond Preparation – Rear	1	\$605.00	\$605.00
896C	12 Quik-Tatch™ Weights - 516 kg (1138 lb)	1	\$2,217.00	\$2,217.00
<b>Total Base / Options</b>			<b>\$184,270.00</b>	<b>\$184,270.00</b>

### Technology Options

Code	Description	Qty	List Price	Adjusted Selling Price
1880	Less Receiver	1	\$0.00	\$0.00
1900	Less Display	1	\$0.00	\$0.00
<b>Total Technology Options</b>			<b>\$0.00</b>	<b>\$0.00</b>

### Customer Discounts

Description	Discount Amount
Customer Discount	(\$2,736.31)

<b>Total Discounts</b>		<b>(\$2,736.31)</b>
<b>Selling Price Subtotal</b>		<b>\$181,533.69</b>
<b>Total Selling Price</b>	<b>\$184,270.00</b>	<b>\$181,533.69</b>

**FL1272S - 72" FLAIL MOWER (SIDE OFFSET)**

QTY In Group : 1

Hours	---	Suggested List
Serial Number	---	\$12,261.00
Stock Number	---	Selling Price
PUK Parent Serial #		\$11,499.00

**Equipment Summary**

Code	Description	Qty	List Price	Adjusted Selling Price
04R1XF	FL1272S - 72" FLAIL MOWER (SIDE OFFSET)	1	\$11,689.00	\$11,689.00

**Base / Options**

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0409	English	1	\$0.00	\$0.00
<b>Total Base / Options</b>			<b>\$11,689.00</b>	<b>\$11,689.00</b>

**Other Charges**

Description	List Price
FREIGHT	\$572.00
<b>Total Adjustments</b>	<b>\$572.00</b>

**Customer Discounts**

Description	Discount Amount
Customer Discount	(\$762.00)
<b>Total Discounts</b>	<b>(\$762.00)</b>
<b>Selling Price Subtotal</b>	<b>\$11,499.00</b>
<b>Total Selling Price</b>	<b>\$11,499.00</b>

**New 2020 MISC 19'5" BOOM FLAIL**

QTY In Group : 1

Hours	30	Suggested List
Serial Number	B7899	\$33,549.71
Stock Number	42884	Selling Price
PUK Parent Serial #	- - -	\$31,999.00

**Equipment Summary**

Code	Description	Qty	List Price	Adjusted Selling Price
	19'5" BOOM FLAIL	1	\$31,942.00	\$31,942.00

**Base / Options**

Code	Description	Qty	List Price	Adjusted Selling Price
TGA5014	SHORT STABILIZERS	1	\$300.00	\$300.00
TSN5033	19'5" BOOM FLAIL	1	\$395.00	\$395.00
<b>Total Base / Options</b>			<b>\$32,637.00</b>	<b>\$32,637.00</b>

**Other Charges**

Description	List Price
FREIGHT	\$912.71
<b>Total Adjustments</b>	<b>\$912.71</b>

**Customer Discounts**

Description	Discount Amount
Customer Discount	(\$1,550.71)
<b>Total Discounts</b>	<b>(\$1,550.71)</b>
<b>Selling Price Subtotal</b>	<b>\$31,999.00</b>
<b>Total Selling Price</b>	<b>\$33,549.71</b>

From: Steve Schwabauer, General Manager  
Jennifer Spaletta, General Counsel

**ACTION:** Authorize General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement for the purchase of the Western 15.97 Acres of APN 05113056 and authorize the Board President to approve changes to the agreements that do not impact cost or liability.

**DISCUSSION:** The District began negotiations to purchase 15.97 acres of the 58.42 acre Locust Tree Property, APN 05113056 on Locust Tree Road and adjacent to the District's South Main Pipeline in late 2025. The 15.97 acre portion of APN 05113056 shall be referred to hereafter as the 15.97 Acre Property. The District had the 15.97 Acre Property appraised and the appraisal came back at \$29,000 per acre minus the cost to cure associated with severance of the Property from its existing agricultural well. District Staff negotiated a purchase and sale agreement that calls for the District to purchase the 15.97 Acre Property for:

- \$29,000 per acre purchase price.
- District install a lateral to reconnect the remainder property to the District South Main Pipeline ("Lateral Connection") by 2028. This lateral would serve other adjacent properties and the District recharge facility built on the 15.97 acres. If District sells the 15.97 acres in the future, District needs to keep lateral or grant easement to Seller so access to mainline for water is preserved.
- Sellers grant an easement to District over northern 25 feet of remainder property for road access to Locust Tree Rd. and District pipelines.

The Draft Purchase and Sale Agreement, Locust Tree Road and Pipeline Easement and Agreement Regarding Access to the South Main Line are attached to this staff report for Board Approval. The Draft agreement calls for the District to close on the Purchase by May 20, 2026. Staff requests that the Board authorize the Board President, General Counsel, and General Manager to approve edits to the agreements that do not change the terms that impact cost or liability.

**RECOMENDED ACTION:** Authorize General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement for the purchase of the Western 15.97 Acres of APN 05113056, authorize the Board President to approve changes to the agreements that do not impact cost or liability, authorize staff and the Board President to proceed to close the transaction.

**Fiscal Impact:** GW Charge Funds of \$463,000, escrow costs, and future cost of lateral.

## PURCHASE AND SALE AGREEMENT

Locust Tree LLC (“Seller”) and North San Joaquin Water Conservation District (“Buyer” or “District”), enter into this Purchase and Sale Agreement for the Property defined below, as of the Effective Date, and agree as follows. Buyer and Seller are collectively referred to as the Parties.

### 1. GENERAL.

1.1. The Property. The Property that is the subject of this Agreement is the western approximately (15.97) acres of the real property located in San Joaquin County, California, known as APN 051-13-56, more particularly described as Parcel 1, as shown on that certain Parcel Map filed on February 28, 1995 in Book 20 or Parcel Maps, Page 12, San Joaquin County Records, together with all improvements and appurtenances located thereon and all easements in respect thereto (“Property”). The remainder of APN 051-13-56 not purchased by Buyer shall be referred to as the Remainder Property. The Parties shall mutually agree on the Property description and acreage based on a survey prepared by Buyer. In no event shall the gross acreage of the Property exceed 16 acres.

1.2. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Property and to establish the terms and conditions thereof.

1.3. Effective Date. The Effective Date of this Agreement is the date the Agreement has been signed by both parties and approved by Buyer’s Board of Directors at a duly noticed board meeting, which Board of Directors Approval must occur on or before May 1, 2026

2. SALE OF PROPERTY. Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions specified in this Agreement.

### 3. TERMS OF SALE.

3.1. Purchase Price. The purchase price (“Purchase Price”) for the Property shall be Twenty-Nine Thousand Dollars per acre, computed on the surveyed Property acres, not to exceed Five Hundred Thousand Dollars (\$500,000.00). The Purchase Price shall be paid as follows:

3.2. Initial Deposit. Within ten days of the Effective Date of this Agreement, Buyer shall deposit in escrow with Title Company an earnest money deposit in the sum of Twenty-

five Thousand and No/100 Dollars (\$25,000.00) (the “Deposit”) in lawful money of the United States, with instructions that the Deposit will be held in accordance with the terms of this Agreement. The Deposit shall be held in an interest-bearing account and, except as otherwise provided herein, interest thereon shall accrue for the account of Buyer. In the event the sale of the Property is consummated, the Deposit, plus accrued interest, shall be applied to the Purchase Price. In the event of a Buyer breach which prevents the close of escrow, the Deposit shall be paid to Seller. In the event of a Seller breach which prevents the close of escrow, the Deposit shall be refunded to Buyer.

3.3. Balance. The balance of the Purchase Price, and Buyer’s share of fees, costs and title insurance, shall be paid by Buyer in immediately available funds at the close of escrow.

3.4. Access to District Water.

3.4.1. The District’s South System main pipeline runs along the western edge of the Property. Seller desires to retain access to the South System to irrigate the Remainder Property. As a covenant and agreement that shall survive the close of escrow, on or before March 1, 2028, the District shall install, at its sole cost and expense, a District owned lateral connection from the District’s main South System pipeline to the south-west corner (or such other location as shall be mutually agreed to between the parties) of the Remainder Property (the “Lateral Connection”) so that the Seller can install a turn-out on the Lateral Connection to receive surface water from the District on the same terms and conditions as other landowners along the South System.

3.4.2. In the event the District sells the Property it shall ensure the Seller continues to have access to water from the South System pipeline (as it existed at the time of this contract) by either (1) retaining a District owned easement for the Lateral Connection, or (2) granting to Seller an easement along the southern edge of the Property to install a Seller owned pipeline to access water from the South System. A memorandum (the “Memorandum”) of the terms and conditions of this Section 3.4, as may be further amended by mutual agreement of the parties, shall be recorded on the Property upon the close of escrow.

4. ESCROW.

4.1. Opening. The purchase and sale of the Property shall be consummated by means of an escrow which is to be opened immediately after execution of this Agreement at Old Republic Title Company, Lodi, California 95242, Attention: Pam Cotta (herein “Title Company”).

4.2. Closing. Escrow shall close on or before May 20, 2026, which date shall be referred to herein as the “Scheduled Closing Date”. Any extensions beyond that date shall require the written consent of Buyer and Seller.

4.3. Instructions. This Agreement shall serve as escrow instructions for Title Company. Any further instructions shall be consistent with the terms of this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

4.4. Costs. Charges and expenses incurred in this transaction are to be borne by the parties as follows:

4.4.1. The parties shall equally divide the expenses of escrow and recording fees. Buyer shall receive a CLTA policy of title insurance at Buyer’s expense. The cost of any endorsements to the title policy requested by Buyer shall be at Buyer’s sole cost and expense.

4.4.2. Seller shall bear the cost of documentary transfer taxes.

4.4.3. Buyer shall bear the expense of any property survey, if required and the cost to create the new parcel comprising the Property.

4.4.4. Any miscellaneous costs shall be borne by the parties according to custom in the county in which the Property is located, as declared by Title Company.

5. CONDITIONS TO CLOSE OF ESCROW.

5.1. General. The provisions of this Section 5 are conditions precedent to the close of escrow described in Section 4 and unless otherwise provided expressly or by context, are covenants.

5.2. Title. Seller shall cause title to be conveyed to Buyer by a standard California grant deed subject only to current taxes and other exceptions approved by Buyer pursuant to this Agreement. The Title Company must be willing to issue its CLTA policy of title insurance insuring title in Buyer’s name. The policy shall list only the taxes and exceptions approved by Buyer pursuant to this Agreement . The policy may also include and only include the pre-printed exceptions common to such CLTA policies.

5.3. Easement. The close of escrow is contingent upon Seller granting to Buyer a twenty-five foot wide exclusive easement along the northern boundary of APNs 051-13-56 for access to the Property from Locust Tree Road, and for pipelines, in a form acceptable to the parties (the “Easement”), which Easement shall be reflected on Buyer’s CLTA title policy.

- 5.4. Inspections. Within thirty (30) days of the Effective Date, Buyer may obtain any inspections and/or surveys of the Property at Buyer's sole expense, and Buyer may request that Seller make repairs or take other action regarding defects discovered in the inspections and/or surveys. Seller has no obligation to agree to or respond to Buyer's requests. If Seller declines the Buyer's requests, then Buyer may, within thirty (30) days of the Effective Date, serve written notice to Seller of Buyer's election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its "AS IS" condition.
- 5.5. Approval of Exceptions to Title. Within fourteen (14) calendar days of this Agreement, Buyer shall provide to Seller a written list of the exceptions set forth in the title report to be prepared by Title Company to which Buyer reasonably disapproves. Seller has no obligation to agree to or respond to Buyer's list of disapproved items. If Seller declines to remove the disapproved items, then Buyer may, within seventeen (17) calendar days of the Effective Date, serve written notice to Seller of Buyer's election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its "AS IS" condition", including the disapproved items. If Buyer notifies Seller prior to the end of the 14-day period that Buyer has disapproved the title report and has elected to terminate the Agreement, then Seller shall then have five (5) business days from the date of Buyer's notice to elect to cure such defects in a manner acceptable to Buyer, commit, in writing, to cure such defects in a manner acceptable to Buyer (in which event the cure committed to shall be deemed an affirmative covenant made by Seller to Buyer pursuant to this Agreement) or decline to cure such defects; provided however, notwithstanding anything in this Section to the contrary, (a) any mortgage, deed of trust or other lien of definite or ascertainable amount capable of cure by the payment of money (other than the lien of real estate taxes and assessments not yet due and payable) shall, without notification of objection by Buyer, be deemed unacceptable matters and shall be cured by Seller on or before close of escrow by the payment or escrow of sufficient funds to cause the Title Company to remove such matter as an exception, and (b) exceptions for zoning and building ordinances/regulations, the lien of real estate taxes and assessments both general and special not yet due and payable and, those matters which would be disclosed by an accurate survey of the Property, shall be deemed to be approved by Buyer. If Seller elects not to cure such defects or if such defects are not cured in a manner reasonably acceptable to Buyer (which cure shall include, without limitation, the release and removal of the item in question as a matter of record title) within five (5) business days from the date of Buyer's title objection notice to Seller, Buyer shall have the right to terminate this Agreement by written notice to Seller delivered not later than two (2) business days after the end of such five (5) business day period or Buyer may, at

Buyer's election, take title subject to the items previously objected to by Buyer with any cures made or promised by Seller and with the right to deduct liens or encumbrances of a definite or ascertainable amount from the Purchase Price, upon giving Seller notice of such election within such five (5) business day period. If Buyer fails to deliver notice of Buyer's election to terminate within such five (5) business day period, Buyer shall be deemed to have elected not to terminate the Agreement pursuant to this Section. If Buyer so terminates, the Agreement shall terminate, the Deposit shall be returned promptly to Buyer and neither Seller nor Buyer shall have any further right or obligation under the Agreement, other than obligations that are expressly identified in the Agreement as surviving the termination of the Agreement.

5.6. Cash and Deed. Buyer shall deposit with Title Company the cash and documents required from Buyer in connection with the escrow and shall cause Title Company to deliver the purchase consideration to Seller upon the close of escrow. Seller shall cause Title Company to be ready, willing and able to record and deliver to Buyer the duly executed and acknowledged grant deed referred to in Section 5.2.

5.7. Failure of Title. If Seller is unwilling or unable to convey marketable title in the aforesaid condition within the allowable time to close escrow, or if the Property or any portion thereof shall have been destroyed or materially damaged by whatever cause, Buyer may either accept the Property in its then state and condition of title or terminate this transaction and receive a refund of the Deposit. If Buyer elects to terminate, Buyer shall not have any claim against Seller or the Property (except that Buyer's Deposit shall be refunded). Seller shall be deemed able to deliver (or have delivered) marketable title herein required if and when Title Company stands ready to issue (or has issued) upon the closing hereof its standard form CLTA Policy of Title Insurance showing title vested in Buyer subject only to the standard pre-printed exceptions of such policy, current taxes and assessments, and other exceptions expressly approved (or deemed approved) by Buyer pursuant to Section 5.5.

6. RISK OF LOSS. From and after close of escrow, Buyer assume and shall bear all risks of loss to the Property upon delivery of possession.

7. POSSESSION. Seller shall deliver possession of the Property to Buyer on the close of escrow.

8. DISCLOSURES. Seller shall disclose if the Property lies within the following natural hazard areas or zones: (1) a special flood hazard area designated by the Federal Emergency Management Agency (Cal. Civ. Code § 1102.17); (2) an area of potential flooding (Cal. Gov. Code § 8589.4); (3) a very high fire hazard severity zone (Cal. Gov. Code § 51183.5); (4) a wild

land area that may contain substantial forest fire risks and hazards (Pub. Resources Code § 4136); (5) an earthquake fault zone (Pub. Resources Code § 2621.9); or (6) a seismic hazard zone (Pub. Resources Code § 2694). Seller agrees that Seller will employ the services of a company (“NHDS Provider”), and hereby instructs Title Company to retain an NHDS Provider, to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill any disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination, in writing, to Buyer and Seller using substantially the form of the "NATURAL HAZARD DISCLOSURE STATEMENT" set forth in California Civil Code Section 1102.6c(b). The written report prepared by NHDS Provider (the “NHDS Report”) regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of Seller for errors or omissions not within in its personal knowledge shall be deemed to apply and NHDS Provider shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and the NHDS Report regarding the natural hazards referred to above. Title Company shall cause the NHDS Report shall be delivered to Buyer within ten (10) business days from the Effective Date.

9. CROP. Buyer shall be entitled to harvest the 2025 cherry crop on the Property provided this harvest is completed prior to the close of escrow.

10. BUYER’S DUE DILIGENCE; AS IS.

10.1. Buyer acknowledges and agrees that Buyer has been given or will be given, at Buyer’s own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer’s choosing, including, without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, soils, geology and any ground water; (ii) the existence, quality, nature, adequacy, and physical condition of utilities or infrastructure serving the Property; (iii) the development potential of the Property, and the Property’s use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (v) the compliance of the Property or the Property’s operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions, of any governmental or quasigovernmental entity or any other person or entity; (vi) the presence of Hazardous Materials (as defined below) on, under or about the Property or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on or benefiting the Property; (viii) condition of title to the Property; (ix) the economics of the present or future operation of the Property; and (x) all other matters of any significance affecting the Property whether physical in nature

or intangible in nature, such as the political climate with respect to the governmental agencies that have jurisdiction over the Property, development of the Property or the construction of improvements on the Property.

10.2. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (OTHER THAN THOSE MADE BY SELLER EXPRESSLY HEREIN), EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENTS OR BROKERS, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THOSE ITEMS AND ASPECTS OF THE SUBJECT PROPERTY REFERENCED IMMEDIATELY ABOVE.

10.3. "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under any environmental law; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, and (E) asbestos.

11. BROKERS. Buyer has not used a broker. Seller has used the following broker: Rotner and Associates Inc. Seller shall be 100 percent responsible for any broker fee. Seller agrees to indemnify Buyer against any claim asserted against or adjudged against Buyer, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such party, including all attorney's fees, costs, expenses, and any other fees incurred by, charged against, or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

12. SELLER REPRESENTATIONS AND WARRANTIES. The Property is being sold "AS IS". Other than as set forth in this Section 12, Seller makes no express or implied warranties of any kind with respect to the Property.

12.1. Toxic Substances. Other than the use of insecticides, herbicides, pesticides and fertilizer used as part of ordinary farming practices on the Property, Seller has no actual

knowledge of any contamination, hazardous waste or toxic substances (“Pollution”) in existence on or below the surface of the Property.

12.2. Leases. There are no leases or other third-party rights of possession related to the Property.

12.3. Other Matters. Except as stated in the Seller’s disclosure documents and/or the title company’s preliminary title report, Seller has no knowledge of any liens, licenses, claims encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property and to adjacent properties, or rights of way of any nature not disclosed on the public record. Seller has no actual knowledge of any pending litigation involving the Property. Seller has no actual knowledge of any violations or notices concerning defects or noncompliance with any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property. To Seller’s actual knowledge, Seller is not in default under any contract, note or encumbrance relating to the Property. Except as stated in the Seller’s disclosure documents, to the best of Seller’s actual knowledge, the Property and the improvements on the Property are in good condition, reasonable wear and tear excepted, and Seller has no actual knowledge of any material defects in the Property.

12.4. No Other Seller Warranties. As used in this Agreement, the term “**Seller’s actual knowledge**” or words of similar import shall mean to the actual present knowledge of Thomas Gotelli on behalf of Seller, without independent investigation or inquiry and without any duty to investigate. There shall be no personal liability on the part of Thomas Gotelli arising out of any representations or warranties made herein. Except as otherwise stated herein, Seller, its employees, and agents, have not made any representations or warranties as to the physical condition of the Property. Buyer acknowledges that no such representations have been made and that Buyer has had the opportunity to seek independent expert assistance to inspect the Property. Except as otherwise stated herein, Buyer shall purchase the property and improvements “AS IS”.

13. BUYER REPRESENTATIONS AND WARRANTIES. Buyer makes the following representations, warranties and covenants to Seller:

13.1. Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder. The persons executing this Agreement on behalf of Buyer have the right, power and authority to bind Buyer to this Agreement.

- 13.2. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Buyer is a party or by which Buyer is bound.
- 13.3. There are no lawsuits, claims, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened against Buyer arising out of or concerning Buyer's purchase of the Property. There are no actions, suits or proceedings pending or, to Buyer's knowledge, threatened against Buyer which question the legality or propriety of the transactions contemplated by this Agreement.
- 13.4. Buyer has examined or will examine the Property, is familiar with its physical condition and, except as otherwise expressly set forth in this Agreement, accepts the Property in an "As Is" condition. Seller has not made and does not make any representations as to the physical condition of the Property.
14. SURVIVAL OF WARRANTIES. The warranties set forth Sections 12 and 13, as well as all other warranties, covenants, and other obligations described herein, shall survive the close of escrow and delivery of the deed for a period of twelve (12) months.
15. INDEMNIFICATION.
- 15.1. Seller shall defend, indemnify and hold Buyer, and its officers, agents, representatives, and employees ("Buyer Parties"), harmless from any and all third-party claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Seller representation or warranty, or a procedural defect under Seller's control which might invalidate the provisions of this Agreement or the delivery of title to the Property, except to the extent caused by the negligence or willful misconduct of Buyer or the Buyer Parties.
- 15.2. Buyer shall indemnify, defend, and hold Seller, and its officers, agents, representatives, and employees ("Seller Parties") harmless from any and all claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Buyer representation or warranty, or Buyer's activities on the Property under this Agreement, including, but not limited to, its due diligence activities and evaluations, or

its failure to comply with any obligations contained in this Agreement, except to the extent caused by the negligence or willful misconduct of Seller or the Seller Parties.

15.3. The provisions of this Section 15 shall survive the expiration and/or termination of this Agreement.

16. MISCELLANEOUS.

16.1. Choice of Law, Courts, Attorneys' Fees. This agreement has been executed in Lodi, California, and shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to this Agreement shall be commenced in the County in which the Property is located. The successful party in such proceedings shall be entitled to reasonable attorneys' fees to be determined by the Court.

16.2. Assignments. Buyer may not assign this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

16.3. Time of Essence, Binding Effect. Time is of the essence of this Agreement and each and every provision hereof. The provisions of this Agreement shall apply to and bind the heirs, successors, representatives and approved assigns of the parties hereto.

16.4. Integration. This Agreement, including the Exhibits referred to herein, contain the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement may be modified only by a writing signed by the party against whom it is sought to be enforced.

16.5. Exhibits. All Exhibits to which reference is made are deemed incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

16.6. Additional Documents. Each party shall execute and deliver such documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

16.7. Notice. Any notice required or desired to be given by either party to this Agreement shall be in writing and shall be personally served, or in lieu of personal service, may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other at the address listed opposite such

party's name at the end of this Agreement. Any notice given by registered or certified mail shall be deemed to have been given on the third business day after its deposit in the United States mail. Any notice given by mail other than registered or certified mail shall be deemed given only if received by the other party and then on the date of receipt. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

- 16.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and the delivery of deeds hereunder.
- 16.9. Waiver. Waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.
- 16.10. Non-Foreign Affidavit. Seller agrees to deliver through the escrow a Non-Foreign Affidavit pursuant to Section 1445 (b) (2) of the Internal Revenue Code in form and substance satisfactory to the parties.
- 16.11. Drafting and Preparation. Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.
- 16.12. Legal Representation. The parties hereto acknowledge that Stoel Rives LLP is representing Buyer in connection with the drafting of this Agreement, and that Seller has been advised by Buyer and their attorney to seek their own independent legal counsel and they have either done so or have waived the right to do so.
- 16.13. Sale in Lieu of Condemnation. Buyer has previously informed Seller that Buyer is a duly authorized and organized political subdivision of the State with the power of eminent domain. Buyer and Seller have entered into this Agreement under the threat of Buyer's power of eminent domain to acquire the Property and in order to avoid

the risk, uncertainty, delay and costs associated with eminent domain litigation and condemnation proceedings.

*[end of agreement, signatures on next page]*

This Agreement has been executed on the dates set forth below:

<b>SELLER:</b>	<b>BUYER:</b>
Name: _____	Joe Valente, Board President
Title: _____	North San Joaquin Water Conservation District
For Locust Tree LLC, a California limited liability company	Date: _____
Date: _____	
Address: _____	
_____	

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

North San Joaquin Water Conservation  
District  
P.O. Box E,  
Victor, CA 95253

For recorder's use

Portions of APNs 051-130-56, 051-130-57

Space Above for recorder's use  
Exempt from recording fees (Gov. Code §§ 6103, 27383)

### Access Road and Pipeline Easement Agreement

This ACCESS ROAD AND PIPELINE EASEMENT AGREEMENT (Agreement) is by and Locust Tree LLC (**Grantor**), and NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (**District or District**).

#### RECITALS

- a. District acquired the property described on **Exhibit B (District Property)** from Grantor, and Grantor retained the Remainder Property described on **Exhibit A (Grantor Property)**.
- b. District is a California Water Conservation District that plans to use the District Property for District purposes and desires an access easement for ingress and egress to the District Property, and an easement for pipelines for District purposes, over the Grantor Property (the **Easements**).
- c. Grantor desires to grant the Easements to District on the terms and conditions set forth herein. The grant of the Easements is part of the material consideration provided by Grantor in exchange for the purchase price that District paid Grantor for the District Property.

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and District agree as follows:

#### AGREEMENT

1. **Grant of Easements:**
  - a. **Easements.** Grantor grants to District perpetual, non-exclusive Easements in, on, over and through the northern twenty-five feet of Grantor's Property as shown on Exhibit C for (i) ingress and egress to the District Property, and (ii) construction, re-construction, installation, maintenance, inspection, operation, repair and replacement of water pipelines and related appurtenant facilities related to District operations.
  - b. **Appurtenance.** The Easements are appurtenant to the Grantor Property and benefit the District Property, and shall extend to and bind the heirs, successors and assigns of

Grantor and the successors and assigns of District, and all covenants of this Agreement shall expressly run with Grantor Property and District Property.

**2. Conditions.**

- a. District construction and maintenance activity in the Easements shall be reasonably coordinated with Grantor to avoid interference with farming operations.
- b. District shall reasonably compensate Grantor for damage to growing crops, trees, vines, and other improvements to Grantor's Property, located outside of the Easement Area, that arises out of or is caused by the construction, operation, use, maintenance, and replacement of District improvements in the Easement area. Notwithstanding the above, Grantor shall not plant crops in the Easement area (although trees existing in the Easement at the time of this Agreement can remain until they need to be removed for District purposes). If Grantor plants over the Easement, or with respect to plantings that exist as of the date of this Agreement, District may remove the plantings and shall not be obligated to compensate Grantor.
- c. District agrees to keep any improvements installed pursuant to this Agreement in good order, condition, and repair at all times, or safely abandon improvements that are no longer in use.
- d. District and Grantor shall share road maintenance expenses in the Easement Area 50/50, subject to prior approval of District.

**3. Indemnification.**

- a. District shall indemnify and save Grantor, its members, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the Easement area by District, its employees, agents, licensees, guests and invitees; provided, that Grantor shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.
- b. Grantor shall indemnify and save District, its directors, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the Easement area by Grantor, its employees, agents, licensees, guests and invitees; provided, that District shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.

**4. Insurance.** District at its cost shall maintain comprehensive liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property resulting from operations contemplated under this Agreement, use of owned and non-owned automobiles, products and completed operations. District may provide such insurance through a blanket policy provided that the amount of insurance will not be affected by other policy losses.

**5. Dispute Resolution.** All claims and disputes arising under or relating to this Agreement, other than claims for injunctive relief, are to be settled by binding arbitration pursuant to the commercial rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Any claim for injunctive relief may be pursued in a court of law.

**6. Recording.** District shall record this Agreement at District's expense.

**7. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**8. Counterparts.** This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Amendment, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

LOCUST TREE LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
By: Joe Valente, President Board of  
Directors

**EXHIBIT A – LEGAL DESCRIPTION OF GRANTOR PROPERTY**

**EXHIBIT B- LEGAL DESCRIPTION OF DISTRICT PROPERTY**

**EXHIBIT C – EASEMENT AREA**

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

PUBLIC AGENCY DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the instrument dated \_\_\_\_\_, from \_\_\_\_\_ to North San Joaquin Water Conservation District, a political corporation and/or governmental agency is hereby accepted by order of the \_\_\_\_\_ on \_\_\_\_\_ (or by the undersigned officer or agent on behalf of the \_\_\_\_\_ pursuant to authority conferred by resolution of the \_\_\_\_\_ adopted on \_\_\_\_\_,) and the District consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

North San Joaquin Water Conservation  
District  
P.O. Box E,  
Victor, CA 95253

For recorder's use

Portions of APNs 051-130-56

Space Above for recorder's use  
Exempt from recording fees (Gov. Code §§ 6103, 27383)

### **Agreement Regarding Access to South System Mainline**

This AGREEMENT REGARDING ACCESS TO SOUTH SYSTEM MAINLINE (Agreement) is by and Locust Tree LLC (**Seller**), and NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (**District**).

#### **RECITALS**

- a.** District acquired the property described on **Exhibit B (District Property)** from Seller, and Seller retained the Remainder Property described on **Exhibit A (Remainder Property)**.
- b.** At the time of District's acquisition of the District Property, District had an easement over the western portion of what would become the District Property for District's South System Mainline (Mainline), and Seller had the ability to install a turn-out in the Mainline to access District surface water on the same terms and conditions as other landowners in the vicinity of District's South System.
- c.** District's acquisition of the District Property will eliminate Seller's immediate adjacent access to the Mainline.
- d.** District has plans to install a new District Lateral Connection from the Mainline, through the District Property, to enable Seller to install a turnout off the Lateral Connection to access surface water.
- e.** The purpose of this Agreement is to set forth the agreement of the Parties regarding providing for Seller's continued access to the Mainline, and is part of the material consideration between the parties related to District's acquisition of the District Property from Seller.

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Seller agree as follows:

## AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein.
2. **Lateral Connection.** On or before March 1, 2028, the District shall install, at its sole cost and expense, a District owned lateral connection from the Mainline to the south-west corner (or such other location as shall be mutually agreed to between the parties) of the Remainder Property (the “Lateral Connection”) so that the Seller can install a turn-out on the Lateral Connection to receive surface water from the District on the same terms and conditions as other landowners along the South System. For purposes of this Agreement, “Mainline” shall refer to the South System Mainline that currently exists on the western edge of the District Property, or any similar replacement facility in the same or nearly the same location that serves the same purpose.
3. **Reservation.** In the event the District sells the District Property it shall ensure the Seller continues to have access to water from the Mainline (as it existed at the time of this contract) by either (1) retaining a District owned easement for the Lateral Connection, or (2) granting to Seller a 15-foot wide easement along the southern edge of the District Property to install a Seller owned pipeline to access water from the Mainline.
4. **No Guarantee.** Nothing in this Agreement shall be interpreted as a guarantee that District will provide any quantity or quality of water to the Remainder Property. This Agreement is only intended to preserve to Seller reasonably comparable access to the Mainline after the District’s acquisition of the District Property. Seller shall comply with all applicable District rules related to installation of turn-outs and use of District water.
5. **Termination.** This Agreement shall terminate (1) if Seller has not installed a turn-out and taken delivery of surface water for the Remainder Property on or before December 31, 2033; or (2) if the District abandons the Mainline and does not replace it with a similar water conveyance in a similar location.
3. **Indemnification.** Seller shall indemnify and save District, its members, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the District Property, by Seller or its employees, agents, licensees, guests and invitees in the exercise of rights granted under this Agreement; provided, that District shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.
5. **Dispute Resolution.** All claims and disputes arising under or relating to this Agreement, other than claims for injunctive relief, are to be settled by binding arbitration pursuant to the commercial rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Any claim for injunctive relief may be pursued in a court of law. The prevailing party shall be entitled to recover its attorneys’ fees and costs.
6. **Recording.** District shall record this Amended Agreement at District’s expense.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

8. **Counterparts.** This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Amendment, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

LOCUST TREE LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
By: Joe Valente, President Board of  
Directors

**EXHIBIT A – LEGAL DESCRIPTION OF GRANTOR PROPERTY**

**EXHIBIT B- LEGAL DESCRIPTION OF DISTRICT PROPERTY**



*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

STATE OF CALIFORNIA            )  
                                                          )  
COUNTY OF SAN JOAQUIN        )

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

PUBLIC AGENCY DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the instrument dated \_\_\_\_\_, from \_\_\_\_\_ to North San Joaquin Water Conservation District, a political corporation and/or governmental agency is hereby accepted by order of the \_\_\_\_\_ on \_\_\_\_\_ (or by the undersigned officer or agent on behalf of the \_\_\_\_\_ pursuant to authority conferred by resolution of the \_\_\_\_\_ adopted on \_\_\_\_\_,) and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_



## Memorandum

To North San Joaquin Water Conservation District

From Daniel de Graaf, P.E.

Subject District Engineer Report

Date 04/27/26

The following summarizes the status of current projects, upcoming work to be completed, and the anticipated schedules and project milestones.

### **South System**

Construction of the Tecklenburg Recharge Basin turnouts, meters, and final grading is pending drying down of the basin from the recent rain and water that was diverted for recharge earlier in the season. With multiple large storms, the levees have experienced significant erosion. The basin berms will need touch up grading and establishment of vegetation on the berms prior to the winter to reduce the risk of erosion.

Several locations that experienced settlement or are known areas with leaks along the mainline are being repaired in preparation for the upcoming irrigation or recharge season.

### **Handel Lateral**

Staff is working to update the USDA grant project description to utilize the grant funds for upcoming recharge projects.

### **Eastside Ditch**

No current activity to report.

### **DREAM Project and Pixley Pipeline**

No current activity to report.

### **Tecklenburg Recharge Basin**

See above

### **Tracy Lakes Improvement District**

The pump is still being repaired and should be operational by the fall.

## **North System**

Recharge has been ongoing as water has been available from the recent storms.

Design of the permanent pump station is ongoing, and the proposed project layout is being finalized with landowners for pipeline and access easements.

## **Cal-Fed Pump**

No current activity to report.

## **Monitoring Wells**

Monitoring wells are installed, and operational. Data collection is ongoing.