KERN COUNTY General Services
Michelle Burns-Lusich
CHIEF GENERAL SERVICES OFFICER

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

REQUEST TO CANCEL DESIGNATIONS AND INCREASE APPROPRIATIONS IN THE FIRE FUND; PROPOSED RESOLUTION OF INTENT TO SET AND ADVERTISE A PUBLIC HEARING FOR THE PROPOSED PURCHASE OF REAL PROPERTY LOCATED AT 2730 AND 2756 UNICORN ROAD IN BAKERSFIELD FROM LYLES UTILITY CONSTRUCTION LLC FOR USE AS OFFICES AND YARD SPACE BY FIRE DEPARTMENT; AND APPROVE AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE; S.D. #1
(Fiscal Impact: $4,504,000; Fire Fund; Not Budgeted; Discretionary)

This is to request that your Board set and advertise a public hearing for the County's proposed acquisition of real property at 2730 and 2756 Unicorn Road in Bakersfield, CA, described as Assessor's Parcel Number 492-120-49 ("Property") from Lyles Utility Construction LLC, a California limited liability company ("Owner"). The Property includes approximately 2.77 acres of land, a recently remodeled office/warehouse building approximately 11,799 square feet in size ("Building A"), and another office/warehouse building approximately 5,400 square feet in size ("Building B") that is occupied by a tenant. The entire Property will be utilized by the County's Fire Department in phases. Building A will house the Fire Prevention Division, currently located in a County-owned building at 2820 "M" Street, and Building B will house the Arson Division, currently located in a leased facility at 3555 Landco Drive. The Fire Prevention Division has added staff over the past few years in response to mandated inspections and an overall increase in permit volume. The current facility no longer provides adequate space to handle the number of employees and volume of work. If vacated by the Fire Prevention Division, the current facility would be leased by a third party or utilized by another County department. Relocating the Arson Division will allow the Fire Department to terminate an existing lease agreement, reducing ongoing expenditures.

A Resolution in the matter of "Declaration of intent to acquire real property located at 2730 and 2756 Unicorn Road in Bakersfield, CA from Lyles Utility Construction LLC; Set Hearing", and a "Notice of Kern County's Intent to Acquire Real Property", both of which have been prepared by the General Services Division and approved as to form by County Counsel, are attached.

Terms of the proposed acquisition are detailed in the attached Agreement for Purchase and Sale of Real Estate ("PSA") and include the following:

1. The purchase price for a fee interest in the Property is $4,500,000, which represents fair market value agreed upon by the parties;

2. County to make a refundable initial deposit of $100,000 to Ticor Title within ten (10) business days of the execution of the PSA, which shall be credited toward the purchase price;

3. County and Owner shall split the escrow and recording fees 50%-50%, estimated at $4,000;

4. Owner will pay the transfer tax and title fees;

5. Owner will pay for the Condition of Title Report;

6. Owner will pay for the CLTA title insurance policy;

7. The purchase of the Property is subject to County's acceptance of the Condition of Title Report, site due diligence, and acceptance of forthcoming escrow documents by the General Services Division and the Office of County Counsel, and Board approval at the hearing date set pursuant to this request.

The Fire Department is utilizing its reserve to cover the cost of acquisition leaving approximately $7.5 million available for other purposes. To facilitate this request, it is necessary to approve the release of designation in the Fire Fund - Designation Account 3200 in the amount of $4,504,000 and to appropriate funds in 1147CC General Services Capital Projects for the acquisition of the Property. The Fire Department will incorporate the cost of the facility and ongoing expenditures related to the Fire Prevention Division into this division's fees for service.

The County Administrative Office has reviewed this request.

Therefore, IT IS RECOMMENDED that your Board: 1) adopt the Resolution in the matter of "Declaration of intent to acquire real property located at 2730 and 2756 Unicorn Road in Bakersfield, CA from Lyles Utility Construction LLC; Set Hearing"; 2) set the hearing date for Tuesday, September 29, 2026 at 2:00 p.m.; 3) approve the terms and conditions within the Agreement for Purchase and Sale of Real Estate; 4) authorize the Chairman to sign; 5) direct the Clerk of the Board to advertise the Notice of Intent three times in accordance with Government Code section 6063; and 6) approve the release of designation in the Fire Fund – Designation Account 3154 in the amount of $4,504,000 and appropriate in 1147CC General Services - Capital Projects and authorize the Auditor-Controller to process the specified budgetary adjustments and accounting transactions.

Sincerely,

Michelle Burns-Lusich
Chief General Services Officer

MBL:KAS:kw:yz
Attachment
Cc: County Administrative Office
County Counsel
Fire

View Budget Amendment: Budget Amendment: 2027 - Adopted Budget Structure - Production/Gold Version on 08/20/2026 : BUDAMD2700127

Company	Kern County
Budget Template	Adopted Budget Structure - Production/Gold Version : FY27 Operating Budget - Adopted
Budget	FY27 Operating Budget - Adopted
Organizing Dimension Type	
Amendment ID	BUDAMD2700127
Amendment Date	08/20/2026
Description	Decrease Designation to purchase Unicorn property
Amendment Type	Board Amendment
Balanced Amendment	Yes
Entry Type	Adopted
Status	Draft

Budget Amendment Entries

Period	*Ledger Account/Summary	Spend Category	Revenue Category	*Cost Center	Designation	*Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
2027 Year (FY27 Operating Budget - Adopted)	8993:Budgetary Clearing			1686CC Fire Department		Fund: 1017FD Structural Fire	$0.00	$4,504,000.00		
2027 Year (FY27 Operating Budget - Adopted)	3154:Retained Earnings - Prior Year			1686CC Fire Department		Fund: 1017FD Structural Fire	$0.00	$4,504,000.00		
2027 Year (FY27 Operating Budget - Adopted)	9025:Other Financing Uses	1394SC - Operating Transfers Out (OTO)		1686CC Fire Department		Fund: 1017FD Structural Fire	$4,504,000.00	$0.00		
2027 Year (FY27 Operating Budget - Adopted)	3200:Designation Account Unassigned			1686CC Fire Department		Fund: 1017FD Structural Fire	$4,504,000.00	$0.00		

Budget Amendment: 2027 - Adopted Budget Structure - Production/Gold Version on 09/01/2026 : BUDAMD2700129

Company	Kern County
Budget Template	Adopted Budget Structure - Production/Gold Version : FY27 Operating Budget - Adopted
Budget	FY27 Operating Budget - Adopted
Amendment ID	BUDAMD2700129
Amendment Date	09/01/2026
Description	Increase Appropriations to purchase Unicorn property
Amendment Type	Board Amendment
Balanced Amendment	No
Status	Draft

Budget Amendment Entries

Period	*Ledger Account/Summary	Spend Category	Revenue Category	*Cost Center	Designation	*Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
2027 Year (FY27 Operating Budget - Adopted)	7501:Capital Projects Expenditures	1003SC - Structures & Improvements		1147CC Gen Serv Capital Projects		Fund: 1000FD General Fund	$4,504,000.00	$0.00		
2027 Year (FY27 Operating Budget - Adopted)	9000:Other Financing Sources		1589RC - Operating Transfer In	1147CC Gen Serv Capital Projects		Fund: 1000FD General Fund	$0.00	$4,504,000.00		

0901PM - Cancel Designations - Resolution - Purchase of Unicorn Road for Fire - set hearing board letter_rev.docx

File Name	0901PM - Cancel Designations - Resolution - Purchase of Unicorn Road for Fire - set hearing board letter_rev.docx
Content Type	application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By	Daniel Candelario
Upload Date	08/21/2026 09:38:26 AM
Comment	

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA

In the matter of: Resolution No.______

DECLARATION OF INTENT TO ACQUIRE REAL PROPERTY LOCATED AT 2730 & 2756 UNICORN ROAD IN BAKERSFIELD FROM LYLES UTILITY CONSTRUCTION LLC; SET HEARING

I, NANCY ANDERSON, Clerk of the Board of Supervisors of the County of Kern, State of California, certify that the following resolution, on motion of Supervisor _______ ______, seconded by Supervisor ____________, was duly passed and adopted by the Board of Supervisors of the County of Kern at a regular meeting on the ________ day of ___________, 2026, by the following vote:

AYES:

NOES:

ABSENT:

NANCY ANDERSON
County Administrative Officer
Clerk of the Board

____
Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Lyles Utility Construction LLC ("Owner") owns certain real property known as Assessor's Parcel Number 492-120-49, located at what is commonly known as 2730 and 2756 Unicorn Road in Bakersfield, CA, and depicted on the attached Exhibit "A" ("Property"); and

(b) Owner has agreed to transfer its interest in the Property to the County of Kern ("County") for a cash payment of $4,500,000.00; and

(c) Within ten (10) business days of Board approval of this Resolution, County shall issue a refundable deposit to Ticor Title in the amount of $100,000.00, which shall be credited toward the purchase price if the parties finalize the purchase; and

(d) County and Owner shall split any related escrow and recording fees 50% - 50%; and

(e) Owner shall be responsible for the documentary transfer tax and title fees; and

(f) Owner shall provide County with a Condition of Title report; and

(g) Owner shall pay for the standard portion of the CLTA Owner's Coverage Policy of Title Insurance; and

(h) If required by County, County shall pay for any extended title coverage including zoning, survey and comprehensive endorsements; and

(i) The Property is more fully described as:

- APN 492-120-49;
- Approx. 2.77 acres of land in total;
- Two commercial buildings approx. 17,199 sf in combined size;
- Zoned "M-2 Medium Industrial" by County; and

(j) County and Owner intend to enter into an Agreement for Purchase and Sale of Real Estate ("PSA"), which will govern the terms and conditions of the transfer and act as detailed escrow instructions; and

(k) Subject to Board approval, the anticipated transfer of ownership should occur before October 30, 2026; and

(l) Prior to the close of escrow, County will have completed all inspections of the Property, all real estate due diligence, and a review of the title report; and

(m) Owner will open escrow with Ticor Title company; and

(n) The General Services Division has considered possible environmental effects arising from the proposed title transfer, and has determined that the project is exempt from the requirements to prepare environmental documents pursuant to Section

15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, since it can be seen with certainty that there is no possibility that the purchase will have a significant effect on the environment; and furthermore, if determined to be a project, then the project would be categorically exempt pursuant to section 15301 of the CEQA Guidelines because the purchase involves negligible or no expansion of use of an existing facility; and

(o) The Planning and Community Development Department is reviewing the proposed acquisition to determine if, pursuant to Government Code section 65402, the proposed acquisition of the Property and use as office and storage/yard space for the Kern County Fire Department is consistent with the provisions of the Metropolitan Bakersfield General Plan; and

(p) Government Code section 25350 provides that prior to acquiring such an interest in real property, this Board should publish a notice of its intention to purchase.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. This Board finds and determines that the above recited facts are true and correct.

2. This Board declares its intention to acquire the property depicted on Exhibit "A" from the Owner for a cash payment of $4,500,000, the County to pay 50% of escrow and recording fees, and the cost to advertise the Notice of Intention.

3. This Board approves of the terms and conditions of the proposed acquisition pursuant the PSA with the knowledge that County is not bound to the acquisition until the hearing takes place.

4. Upon request by the County Administrative Office, the Auditor/Controller is to issue a warrant made payable to Ticor Title in the amount of $100,000 for the deposit of earnest money into escrow, which shall be applied toward the purchase price of the Property.

5. Pursuant to Government Code section 25350, this Board does hereby fix September 29, 2026 at the hour of 2:00 p.m. in the Chambers of the Board of Supervisors, Kern County Administrative Center, 1115 Truxtun Avenue, Bakersfield, California, as the time and place at which this Board will meet to hear and consider the proposed acquisition.

6. The Clerk of this Board shall cause the Notice of Intent to be published in the Bakersfield Californian, a newspaper of general circulation published and circulated in the County of Kern, once a week for three consecutive weeks, the first day of

publication to be not less than 21 days prior to the date fixed herein above for the consideration of this matter.

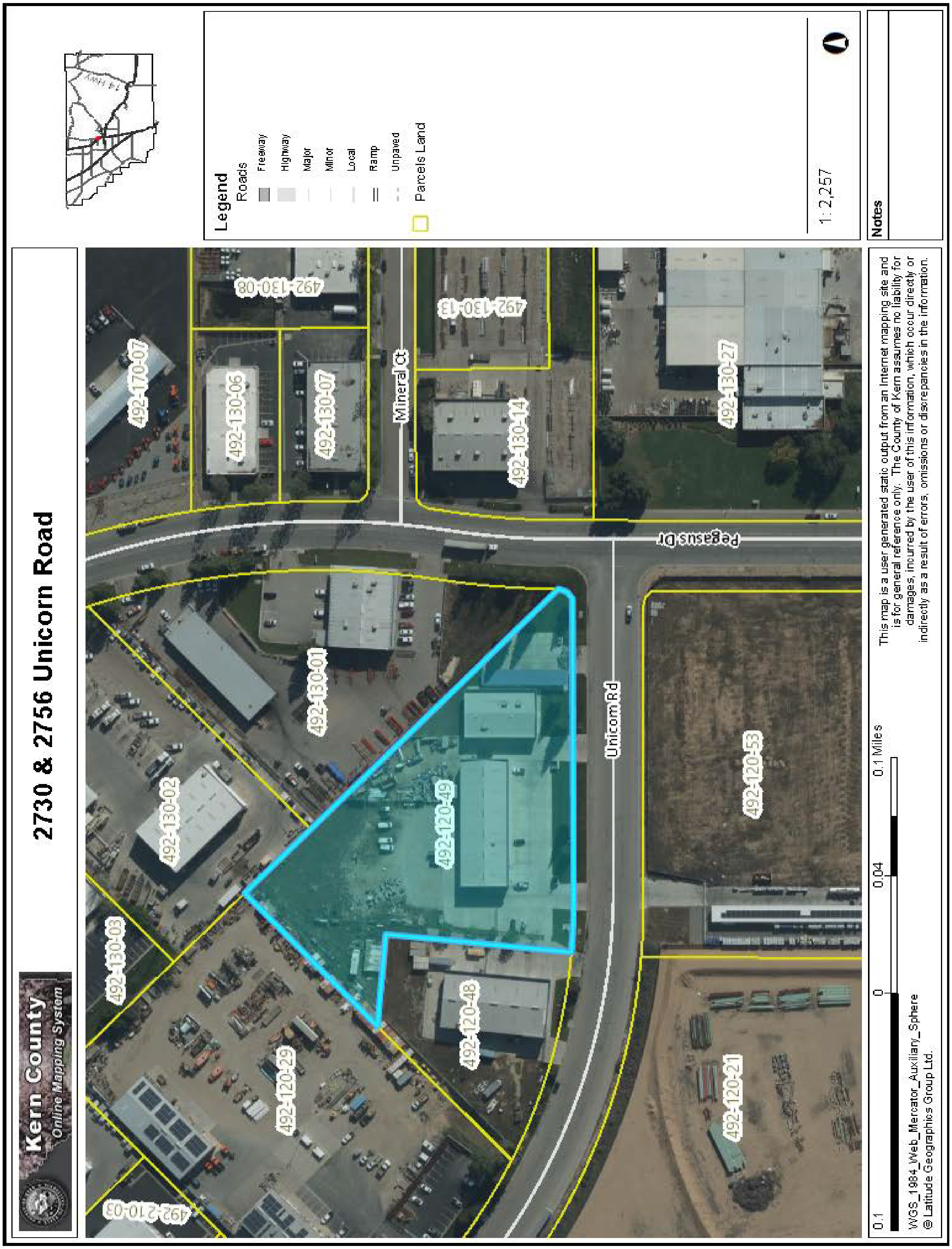
7. Any interested party may, during regular business hours, examine the proposed sale documents relating to the Property, which are on file with the Clerk of this Board, 1115 Truxtun Avenue, 5th Floor, Bakersfield, California.

8. The Clerk of this Board shall cause a copy of this Resolution to be submitted to the following:

Property Management
Auditor-Controller
County Administrative Office
County Counsel
Fire

#2904035-JHR

Exhibit “A” - Property



APN: 492-120-49
PROJECT: County of Kern Acquisition of 2730 & 2756 Unicorn Road, Bakersfield

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS ***AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE*** (the "**Agreement**"), which is dated ____________________, for reference purposes only, is entered into by and between **LYLES UTILITY CONSTRUCTION LLC,** a California limited liability company ("**Seller**"), and the **COUNTY OF KERN,** a political subdivision of the State of California ("**County**"). Seller and County are referred to individually as a "**Party**" and collectively as the "**Parties**" to this Agreement.

RECITALS

A. Seller owns in fee title that property commonly known as 2730 and 2756 Unicorn Road in Bakersfield, California (Assessor's Parcel Number (APN) 492-120-49, "**Property**").

B. County desires to acquire the Property from Seller based on the terms and conditions in this Agreement.

C. County requires approval by the Kern County Board of Supervisors ("**Board**") to complete the purchase of property pursuant Government Code section 25350.

D. This Agreement shall serve as the detailed escrow instructions for the transaction between the Parties.

AGREEMENT

1. <u>SUBJECT PROPERTY</u>. For purposes of this Agreement, the Property together with all improvements, fixtures and parking areas; all tangible and intangible personal property attached, appurtenant to or used in connection with the Property, excluding personal property of an existing tenant, (collectively, the "**Improvements**"); and all other rights and assets, tangible or intangible and wherever located, which directly relate to the Property (collectively, the "**Tangible and Intangible Rights**") shall be referred to collectively as the "**Subject Property**." The Subject Property is legally described on the attached **Exhibit** "**A**" and generally depicted on the attached **Exhibit** "**B**."

2. <u>SALE AND PURCHASE</u>. Seller represents that it owns the Subject Property and Seller will sell to County, and County will purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all rights, title and interest to the Subject Property. The Board must approve the purchase of the Subject Property in a public hearing to complete this transaction.

3. ESCROW. The Parties shall participate in an escrow with Ticor Title, Attn: Tracie Coats, located at 10000 Stockdale Highway, Suite 101, Bakersfield, California 93311 ("**Escrow Agent**"). Escrow Agent is authorized to and shall:

    a. Use this Agreement as detailed escrow instructions;

    b. Prepare any necessary disclosures or forms required by the Parties to complete the transaction;

    c. Pay and charge Seller upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy **Section 5** of this Agreement;

    d. Pay and charge Seller for all transfer tax and title fees incurred in this transaction;

    e. Pay and charge County and Seller each 50% of any escrow and recording fees;

    f. Disburse funds and record and deliver said Grant Deed when conditions of the escrow have been fulfilled by County and Seller; and

    g. In the event there is a conflict between the provision(s) of this Agreement and the provision(s) of any additional escrow instructions, the provision(s) of this Agreement shall prevail.

4. PURCHASE PRICE & DEPOSIT. The purchase price for the Premises shall be FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00) ("**Purchase Price**").

    a. **Deposit**. Within ten (10) business days following the execution of this Agreement, County shall deposit the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) via check or wire transfer payable to Escrow Agent, as a deposit to be held in an account for the County's benefit and applied to the Purchase Price at the close of escrow ("**Deposit**"). The Deposit shall be refundable to County until the end of the Contingency Period should Seller fail to satisfy any of its obligations under this Agreement.

    b. **Balance of Purchase Price**. The balance of the Purchase Price in the amount of FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS ($4,400,000.00) shall be deposited by County with Escrow Agent in good funds not later than one (1) business day prior to the scheduled close of escrow.

5. CONVEYANCE OF TITLE. Seller shall convey fee title of the Subject Property to County via Grant Deed in executed and recordable form. Seller shall also provide to County an executed Bill of Sale for the Improvements and Tangible and Intangible Rights, as well as

a standard FIRPTA Affidavit. Seller shall execute and deliver the foregoing, in forms reasonably approved by County, to Escrow Agent.

6. TITLE INSURANCE POLICY. Seller shall provide and pay for a Condition of Title Report ("**CTR**") in an electronic/"ePre" format with hyperlinks to legible copies of all such title exception documents to County within fifteen (15) days of the execution of this Agreement. Seller shall pay for the standard CLTA Owner's Coverage Policy of Title Insurance; provided, however, that any additional cost incurred to issue a preliminary title report required solely in order for the title company to issue an ALTA Owner's Policy of Title Insurance with extended coverage shall be borne by County without right of reimbursement from Seller.

7. RIGHT OF ENTRY. At any time during the escrow period, County and its agents and representatives shall have the right to enter upon the Subject Property for the purpose of making inspections and tests pursuant to **Section 9**, with reasonable care taken to not disturb the business of any tenants. No destructive testing shall be conducted without Seller's prior written approval, which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, County shall return the Subject Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests, and any other work conducted on the Subject Property, shall be paid for by County; and County shall indemnify, defend, protect and hold harmless Seller and the Subject Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorney's fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of County, its agents, employees or representatives.

8. SELLER'S PERSONAL PROPERTY. It shall be assumed that any of Seller's personal property remaining on the Subject Property at the Close of Escrow shall fall under the County's ownership.

9. CONTINGENCIES. The following contingencies are conditions precedent to County's obligation to complete the purchase of the Subject Property. If any of the contingencies are not satisfied within the time period(s) set forth herein, County may at its option waive such contingencies or terminate this Agreement by delivery of written notice to Seller. If notice of approval of any contingency is not received by Seller on or before the applicable deadline set forth in this **Section 9**, such contingency shall be deemed not approved by County. County shall have a thirty (30) day period in which to investigate and approve or disapprove of the contingencies listed in this **Section 9** ("**Contingency Period**").

   a. **Title**. Approval by County of a current CTR and legal descriptions as provided by Seller at Seller's sole cost. Such CTR shall not be deemed received by County until County has been furnished a CTR complete with copies of each and every document referenced in said CTR together with a map depicting each easement, right of way, license, right, or other similar document which is capable of being plotted in accordance with normal title company practices. Escrow Agent shall order and issue such documents within ten (10) days of the opening of escrow. County shall have up to thirty (30) days from execution of this Agreement to approve the CTR and related documents.

b. **Feasibility**. County shall have up to thirty (30) days from the execution of this Agreement to perform preliminary investigation and determination that there are no governmental, physical, or economic constraints which would render its intended use of the Subject Property unfeasible or uneconomic, including 1) a physical inspection of the Subject Property; 2) other matters County deems necessary to satisfy County's verification for its intended use of the Subject Property; and 3) City and/or County approval of County's intended project/use.

c. **Soils Tests**. Seller shall provide any available soils tests reports within its possession, custody or control to County within ten (10) days from the execution of this Agreement. County shall have up to thirty (30) days from execution of this Agreement to perform a review and approval of soils tests provided by Seller.

d. **Hazardous Materials Investigation**. Seller shall provide any available Phase I environmental investigation report(s) in its possession, custody or control to County within ten (10) days of the execution of this Agreement. If one does not exist, the County at County's sole cost may order a Phase I. County shall have up to thirty (30) days from the execution of this Agreement to approve an existing Phase I environmental report. County may order its own Phase I and have thirty (30) days from execution of this Agreement to review and approve. If recommended by the Phase I, a Phase II environmental investigation shall be performed at County's sole cost and expense. County's approval of the Phase II, if any, shall be a contingency of this transaction.

e. **Zoning**. This transaction shall be contingent upon the County receiving written approval from the County of Kern that they are allowed to conduct their normal business activities on the Subject Property. County shall have up to thirty (30) days from the execution of this Agreement to obtain any necessary approvals.

f. **Utilities**. Approval by County that the sewer or septic services and capacity are sufficient for County's use and that water service, sewer service, gas and electrical service, and all other utilities will be available to the Subject Property at the Close of Escrow. County shall have up to thirty (30) days from the execution of this Agreement to confirm the availability of utilities.

g. **Tenant(s)/Occupant(s)**. Seller is engaged with one (1) existing lease agreement ("**Lease**") between Seller and Dee Jaspar & Associates, Inc. ("**Tenant**") which commenced on April 1, 2023 and, unless terminated early, will terminate on March 31, 2029. Seller and County shall execute an assignment of the Lease as part of the required escrow documents. County shall provide the assignment form.

10. CLOSE OF ESCROW. The term "**Close of Escrow**" shall mean the date necessary instruments of conveyance are recorded in the office of the Kern County Recorder. If this Agreement is not terminated within the Contingency Period set forth in **Section 9**, above, the transaction contemplated by this Agreement and the Escrow shall close thirty (30) days after the expiration of the Contingency Period. Notwithstanding the foregoing, the transaction contemplated by this Agreement and the Escrow shall close no later than

October 30, 2026 (the "**Outside Closing Date**"). Recordation of instruments delivered through this Escrow is authorized if necessary or proper in the issuance of said policy of title insurance. All time limits by which any matter herein specified is to be performed may be extended by mutual consent of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

11. <u>REAL ESTATE REPRESENTATION</u>. Seller shall pay any brokerage fees or commissions outside of Escrow.

12. <u>MATERIAL CHANGE</u>. County shall have ten (10) days following receipt of written notice of a material change within which to satisfy itself with regard to such change. A Material Change shall be defined as a substantial adverse change in the use, occupancy, tenants, title, or condition of the Subject Property that occurs after the execution date of this Agreement.

13. <u>SELLER WARRANTIES</u>. Seller's warranties and representations shall survive the closing and delivery of the deed for a period of one (1) year, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by County and Seller's Representation in all respects. Seller hereby makes the following warranties and representations to the County and Seller's Representation:

    a. Seller is the owner of the Subject Property and has the full right, power and authority to sell, convey and transfer the Subject Property to County as provided herein, and to perform Seller's obligations within this Agreement.

    b. Except as otherwise provided in **Section 9.g**, Seller has no knowledge of any existing lease or other agreement affecting the Subject Property; and prior to the Close of Escrow, Seller shall not enter into any new leases or agreements affecting the Subject Property.

    c. Except as otherwise provided, Seller shall maintain the Subject Property until the Close of Escrow in its present condition, with ordinary wear and tear excepted.

    d. Seller has no knowledge, except as provided or otherwise disclosed to County in writing, of the existence or prior existence of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank(s), on the Subject Property.

    e. Seller has no knowledge of any aspect or condition of the Subject Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions or of improvements or alterations made to the Subject Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency, or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Subject Property.

f. Seller has no knowledge that anyone will, at the Close of Escrow, have any right to possession of the Subject Property, except as disclosed by this Agreement or otherwise in writing to County, or any right to possession of the personal property described in **Section 8**.

g. Seller has no knowledge of any unsatisfied mechanic's or materialmen's lien rights concerning the Subject Property.

h. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Subject Property or the right to occupy or utilize same.

i. Seller will promptly notify County and Seller's Representation in writing of any Material Change affecting the Subject Property that becomes known to Seller before the Close of Escrow.

j. Seller has no notice or knowledge of any tenant on the Subject Property is the subject of a bankruptcy or insolvency proceeding.

k. County and Seller acknowledge no other warranties or guarantees are offered in connection to the transaction by either Party.

14. AS-IS CONDITION OF SUBJECT PROPERTY; DISCLAIMER OF WARRANTIES. Except as expressly set forth in this Agreement or as provided by the Grant Deed, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Subject Property. County acknowledges and agrees that upon closing Seller shall sell and convey to County and County shall accept the Subject Property "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement or as otherwise agreed in writing by County and Seller through the Management Agreement, prior to close of escrow. County represents to Seller that County will, prior to closing, conduct such investigations of the Subject Property including the physical and environmental conditions thereof, as County deems necessary or desirable to satisfy itself as to the condition of the Subject Property.

15. COMPLETION OF TRANSACTION. County shall obtain possession of the Subject Property at the Close of Escrow. Seller shall provide any and all necessary access to the Subject Property on or before the Close of Escrow.

16. INDEMNIFICATION. If the transaction contemplated by this Agreement is consummated and, subject to the limitations contained in this **Section 16**, the indemnity obligations of the Parties listed herein shall survive the Close of Escrow and shall not apply to the extent of any insurance coverage insuring against the applicable third-party claim obtained by a Party who would otherwise be entitled to the other Party's indemnification.

a. COUNTY'S INDEMNIFICATION OBLIGATIONS. County shall indemnify and hold Seller and its successors and assigns harmless from and against any and all liabilities, expenses (including reasonable attorneys' fees), costs, damages, and losses actually suffered or incurred by Seller as a result of any third-party claim, cause of action, or obligation successfully brought against or imposed upon Seller by reason of any material breach or default by County of any warranty, covenant, obligation or representation contained in this Agreement.

b. SELLER'S INDEMNIFICATION OBLIGATIONS. Seller shall indemnify and hold County, its officers, directors, agents, employees, affiliates, successors, and assigns harmless from and against any and all liabilities, expenses (including reasonable attorney's fees), costs, damages, and losses actually suffered or incurred by County as a result of any third party claim, cause of action, or obligation successfully brought against or imposed upon County by reason of any material breach or default by Seller of any warranty, covenant, obligation or representation contained in this Agreement.

The remainder of this page has been intentionally left blank.

The Parties have executed this Agreement on the day and year set forth below.

SELLER
Lyles Utility Construction LLC

Dated: 8/19/2026

By: Richard G. Nemmer
Richard G. Nemmer, Managing Member

COUNTY
County of Kern

Dated: ______________________

By: ______________________
Phillip Peters
Chairman, Board of Supervisors

Dated: 8/21/2026

By: Michelle Burns-Lusich
Michelle Burns-Lusich
Chief General Services Officer

Dated: 8/19/2026

By: Aaron Duncan
Aaron Duncan
Chief, Fire Department

Dated: 8/19/2026

By: Joshua Rudnick
Joshua H. Rudnick
Deputy County Counsel

EXHIBIT “A”

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Kern, State of California, described as follows:

Parcel 1 of PARCEL MAP NO. 11677, filed September 29, 2009 in Book 57 of Parcel Maps, Page 163, in the Office of the County Recorder of Said County.

EXCEPTING THEREFROM all rights and privileges to retain the oil deposits in and under said land and the right to remove the same therefrom, as reserved by Anglo-American Securities Company, a Corporation and Hartland Law and Ada Law, Husband and Wife, in Deed recorded February 23, 1909 in Book 209 of Deeds, Page 4.

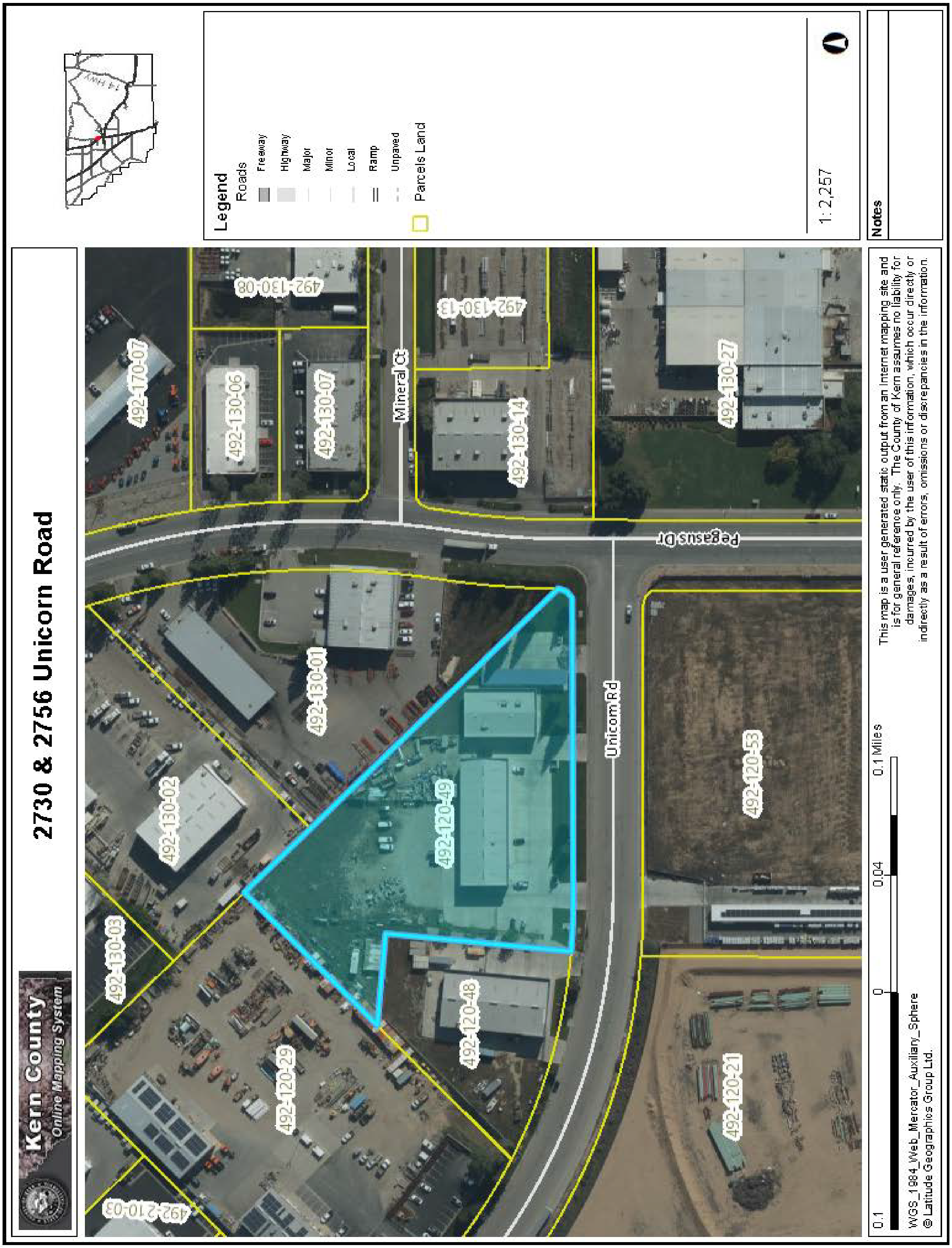
ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbons, non -hydrocarbon gases or gaseous substances and all other minerals, whether similar to those herein specified or not, within or that may be produced from the property.

ALSO EXCEPTING THEREFROM, all geothermal resources, embracing; Indigenous steam, hot water and hot brines; Steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formation; Heat or the associated energy found beneath the surface of the earth; and by-products of any of the foregoing such as minerals (exclusive of OIL OR HYDROCARBON GAS that can be separately produced) , which are found in solution or association with or derived from any of the foregoing.

ALSO EXCEPTING THEREFROM the sole and exclusive right from time to time to bore or drill and maintain wells and other works into or through the property and the adjoining streets, roads and highways below a depth of five hundred (500) feet and to produce, inject, store, and remove from and through such wells or works, oil, gas, water and other substances of whatever nature, including the right to perform below said depth any and all operations necessary or convenient for the exercise of such rights, as excepted by Chevron U.S.A., Inc., a Pennsylvania Corporation, in Deed recorded March 21, 1990 in Book 6360, Page 566 of Official Records, which deed further provides as follows: "The rights hereinabove excepted do not include any right to use the surface of the property or for the first five hundred (500) feet below said surface or to conduct any operations thereon or therein".

APN: 492-120-49-00-5

EXHIBIT "B"


2730 & 2756 Unicorn Road
Kern County
Online Mapping System
Legend
Roads
Freeway
Highway
Major
Minor
Local
Ramp
Unpaved
Parcels Land
1: 2,257
Notes
492-170-07
492-130-06
492-130-07
492-130-08
492-130-13
492-130-14
492-130-27
Mineral Ct
Pegasus Dr
Unicorn Rd
492-130-01
492-130-02
492-130-03
492-120-49
492-120-48
492-120-29
492-120-53
492-120-21
492-210-03
0.1 Miles
0.04
0
0.1
This map is a user generated static output from an Internet mapping site and is for general reference only. The County of Kern assumes no liability for damages, incurred by the user of this information, which occur directly or indirectly as a result of errors, omissions or discrepancies in the information.
WGS_1984_Web_Mercator_Auxiliary_Sphere
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NOTICE OF KERN COUNTY'S
INTENT TO ACQUIRE REAL PROPERTY

NOTICE IS HEREBY GIVEN that on September 29, 2026 at the hour of 2:00PM, the Board of Supervisors of the County of Kern intends to authorize the County's acquisition of real property at 2730 & 2756 Unicorn Road in Bakersfield, County of Kern, State of California, described as Assessor's Parcel Number 492-120-49 ("Property"), from Lyles Utility Construction LLC.

The General Services Division has reviewed possible environmental effects arising from the proposed title transfer, and has determined that the project is exempt from the requirements to prepare environmental documents pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, since it can be seen with certainty that there is no possibility that the purchase will have a significant effect on the environment; and furthermore, if determined to be a project, then the project would be categorically exempt pursuant to section 15301 of the CEQA Guidelines.

Any interested person may obtain more information related to the proposed acquisition of property by visiting the Office of the Clerk of the Board of Supervisors, 1115 Truxtun Avenue, Bakersfield, California or inquiring with Katie Watkins, General Services Department, at (661) 868-3074.

JULIE GRAGG

Dated:________________ By______________________
Deputy