

October 13, 2026

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

**PROPOSED FIRST AMENDMENT TO AGREEMENT 198-2026 WITH
WONDERFUL REAL ESTATE DEVELOPMENT LLC FOR FIRE DEPARTMENT
LEASE OF 34920 PETROL ROAD IN BAKERSFIELD TO CORRECT THE IDENTITY OF
LESSOR TO NORTH MEADOWS BUSINESS PARK PROPERTIES LLC; S.D. #4
(Fiscal Impact: None)**

This letter is to request your Board approve the proposed First Amendment ("Amendment") to Lease Agreement 198-2026 ("Agreement") with Wonderful Real Estate Development LLC for the County's lease of 34920 Petrol Road in Bakersfield ("Premises") for use by the Fire Department. The proposed Amendment corrects the Lessor's identity to "North Meadows Business Park Properties LLC" instead of "Wonderful Real Estate Development LLC." This error was made in the Agreement due to timing of the acquisition of the Premises by Lessor.

The General Services Division, in conjunction with the Planning and Natural Resources Department, has determined that approval of the proposed Amendment does not expand any use previously granted and, accordingly, pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, is categorically exempt from further environmental review.

The attached Amendment has been approved as to content by the General Services Department, the Fire Department, and Lessor and approved as to form by the Office of County Counsel.

Therefore, IT IS RECOMMENDED that your Board: 1) make a finding that the action is exempt from further CEQA review pursuant to Section 15301 of the State CEQA Guidelines; 2) approve the First Amendment to Agreement 198-2026 with Wonderful Real Estate Development LLC to correct Lessor's identity to read as North Meadows Business Park Properties LLC; and 3) authorize the Chairman to sign.

Sincerely,



Michelle Burns-Lusich
Chief General Services Officer

MBL:KAS:LW:kw:yz
Attachments
cc: County Administrative Officer

**FIRST AMENDMENT TO AGREEMENT FOR LEASE
OF 34920 PETROL ROAD, BAKERSFIELD**

(County of Kern –North Meadows Business Park Properties LLC)

THIS FIRST AMENDMENT TO AGREEMENT FOR LEASE (this “First Amendment”) is executed as of _____, 2026, by and between NORTH MEADOWS BUSINESS PARK PROPERTIES LLC, a Delaware limited liability company (“NMBPP” or “Lessor”), and COUNTY OF KERN, a political subdivision of the State of California (“County”), with reference to the following facts:

A. Wonderful Real Estate Development LLC, a Delaware limited liability company (“WRED”), as lessor, and County entered into that certain Agreement for Lease of 34920 Petrol Road, Bakersfield dated May 12, 2026 (the “Lease”), in connection with that certain premises containing approximately 25,000 square feet (the “Premises”) and located within that certain property located at 34920 Petrol Road, Bakersfield, California 93308 (the “Property”).

B. Lessor acquired the Property from WRED pursuant to that certain Grant Deed dated as of July 1, 2025 and recorded on July 25, 2025 in the Official Records of Kern County, California as Document No. 225084506 (the “Grant Deed”).

C. The Lease inadvertently identifies WRED as “Lessor,” notwithstanding that the Property had been transferred to NMBPP prior to execution of the Lease. The parties desire to correct the identity of “Lessor” under the Lease and to ratify and confirm the Lease in all other respects, all as more particularly set forth below.

D. Capitalized terms used but not otherwise defined herein shall have the terms ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Correction and Substitution of Lessor. Effective as of the Execution Date of the Lease (defined as May 12, 2026 in the Lease), NMBPP is hereby substituted for WRED as “Lessor” under the Lease, and each reference in the Lease to “Lessor” shall be deemed to refer to NMBPP.

2. Confirmation of Landlord Status. NMBPP hereby adopts, ratifies and confirms the Lease as if NMBPP had originally executed the Lease as “Lessor.” County acknowledges and agrees that NMBPP is and, effective as of the Execution Date of the Lease, shall be deemed to have been “Lessor” under the Lease, and that the identification of WRED as “Lessor” in the Lease was inadvertent. WRED acknowledges and confirms the foregoing.

3. Prior Acts and Payments. All rent and other amounts previously paid or delivered by County to WRED under the Lease shall be deemed to have been properly paid or delivered to Lessor and shall be fully credited under the Lease. All notices, approvals, consents, waivers and other actions previously given or taken by WRED in the capacity identified in the Lease are hereby ratified and confirmed by NMBPP and shall have the same force and effect as if given or taken by NMBPP.

4. Updated Lessor’s ACH Payment Instructions. Exhibit “D” to the Lease, titled “Lessor’s ACH Payment Instructions,” is hereby deleted in its entirety and replaced with the Lessor’s ACH Payment Instructions attached to this First Amendment as Exhibit A.

5. Lessor Notice Address. The notice information for Lessor set forth in Section 30 of the Lease is hereby amended by deleting each reference therein to “Wonderful Real Estate Development LLC” and replacing the same with “North Meadows Business Park Properties LLC.” Except as expressly modified by the foregoing, Lessor’s notice information set forth in Section 30 shall remain unchanged.

6. Release of WRED. From and after the Execution Date of the Lease, NMBPP shall be solely responsible for the obligations of “Lessor” arising under the Lease, and County shall look solely to NMBPP with respect to such obligations. WRED shall have no liability or obligation under the Lease solely by reason of having been inadvertently identified therein as Lessor.

7. Brokers. Each of Lessor and County represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this First Amendment. Each party hereby agrees to indemnify, protect and defend the other (by counsel acceptable to the party seeking indemnification) against and hold the other harmless from and against any and all damages, liabilities, losses, costs and expenses, including, but not limited to, reasonable attorneys’ fees and court costs, resulting from any claims for any real estate commission, finder’s fee or other real estate brokerage-type commission by any person or entity, based upon such party’s acts. The foregoing indemnities and agreements shall survive the expiration or any earlier termination of the Lease.

8. Conflicts. Notwithstanding anything to the contrary in the Lease, in the event of a conflict or inconsistency between the terms of the Lease and the terms and conditions of this First Amendment, the terms and conditions set forth in this First Amendment shall control and shall be deemed to supersede the printed terms of the Lease. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

9. Ratification. The parties acknowledge and agree that this First Amendment is intended solely to correct the identity of Lessor and to confirm NMBPP’s rights and obligations under the Lease and does not constitute a termination, surrender, novation or replacement of the Lease. Except as expressly modified by this First Amendment, the Lease is hereby ratified and confirmed and remains unmodified and in full force and effect. As of the date of this First Amendment, the “Lease” shall mean the Lease as amended by this First Amendment.

10. Authority. The individuals signing this First Amendment on behalf of each party represent and warrant that such individual has all requisite authority to execute and deliver this First Amendment in the name of and on behalf of such party.

11. Successors and Assigns. The Lease, as amended hereby, shall apply to and bind Lessor and County and their respective successors and assigns.

12. Governing Law. This First Amendment shall be in all respects governed by the laws of the State of California. In any action or proceeding arising herefrom, County hereby consents to the jurisdiction of any competent court within the State of California and to service of process by any means authorized by California law.

13. Multiple Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. In order to facilitate the agreements contemplated by this First Amendment, signatures transmitted by facsimile or via e-mail in a “PDF” format, or electronic signatures (such as DocuSign) may be used in place of original signatures. Each party intends to be bound by such party’s facsimile, electronic or “PDF” format signature on this First Amendment, is aware that the other parties are relying on such party’s

facsimile, electronic or “PDF” format signature, and hereby waives any defenses to the enforcement of this First Amendment based upon the form of signature.

[Remainder of Page Intentionally Left Blank – Signature Page follows]

IN WITNESS WHEREOF, Lessor and County have duly executed this First Amendment as of the date first set forth above.

APPROVED AS TO CONTENT:

Fire Department

By Aaron Duncan
Aaron Duncan
Fire Chief

COUNTY OF KERN

By _____
Chair,
Board of Supervisors

“County”

County Administrative Office

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

**NORTH MEADOWS BUSINESS PARK
PROPERTIES LLC, a**
Delaware limited liability company

Signed by:
Craig B. Cooper
Craig B. Cooper
Executive Vice President

“Lessor”

APPROVED AS TO FORM:

Office of County Counsel

By Joshua H. Rudnick
Joshua H. Rudnick
Deputy

AGREED TO AND ACKNOWLEDGED BY

(solely for purposes of Sections 2, 3 and 6 of this First Amendment):

WONDERFUL REAL ESTATE DEVELOPMENT LLC,
a Delaware limited liability company

Signed by:
Craig B. Cooper
Craig B. Cooper
Executive Vice President

EXHIBIT A

Updated Lessor's ACH Payment Instructions

Authorization for ACH Credits

Vendor Name: North Meadows Business Park Properties LLC

Please provide your bank information below.

- Company Name as appears on Bank Account North Meadows Business Park Properties LLC
- Depository Institution Wells Fargo Bank N.A. Type (check one) ☒ Checking
☐ Savings
- ACH Routing # (9 digits) 121000248 Account # 4381443498

I (we) hereby authorize Wonderful Real Estate hereinafter called COMPANY, to initiate credit entries to my (our) account indicated above at the depository financial institution named above, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Authorized by:

Name(s): Jerry Winfield Title:
Controller

Date: 09/02/2026 Authorized Signature: Jerry Winfield
Jerry Winfield (Sep 2, 2026 11:30:55 PDT)