November 10, 2026

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

PROPOSED RESOLUTION APPROVING DOCUMENTS FOR THE DELIVERY OF AMENDMENTS TO SITE LEASE AND FACILITIES SUBLEASE WITH THE KERN COUNTY ASSET LEASING CORPORATION TO FACILITATE THE TAX-EXEMPT ISSUANCE OF BONDS FOR THE CONSTRUCTION OF AN ANIMAL SERVICES FACILITY
Fiscal Impact: None

This is a request that your Board approve the proposed resolution for authorization to amend the site lease, and facilities sublease with the County of Kern Asset Leasing Corporation (Corporation) in connection with the County of Kern 2021 Psychiatric Health Facilities (PHF) project in order to replace the leased premises. This transaction is necessary in order to facilitate the tax-exempt issuance of bonds for the construction of a new animal services shelter facility.

Prior to 2013 the Animal Services Department provided shelter services out of a location that was owned by the City of Bakersfield. The City later terminated this arrangement with very limited notice, which forced the County to find a new service location in a very short period of time. Failure to do so would have resulted in a reduction of critical public services. The County subsequently entered into an agreement with the owner of the current Fruitvale Avenue location. This arrangement was never intended to be a permanent solution as the facility was not originally designed as an animal shelter, leading to various operational, health, and safety challenges. After the temporary facility was in use, County staff continued to develop options for a long-term and modern facility in which services could be provided to the lost, stray, abandoned, neglected, and abused animals of Kern County.

Due to the complexities of developing a new facility as well as economic challenges imposed on the County by State and federal mandates, it has taken longer than originally anticipated to reach this stage of the project. Some major steps taken include:

1. On November 13, 2023 the County entered in an Engineering Services Agreement for bridging architect services.
2. On June 4, 2024, your Board approved the acquisition of land with the intention that the land be the building site of the future shelter facility.
3. On May 20, 2025, your Board approved an agreement for construction management services.
4. On June 17, 2025, your Board authorized the County Administrative Office to develop a funding plan for construction of the new facility.
5. On January 11, 2026, a Request for Qualifications was released seeking qualified design-build firms.
6. On August 13, 2026 a Request for Proposals was reissued for design and construction services.

The State of California and the federal government currently exempt interest earned on eligible lease-revenue bonds issued by local municipal agencies, such as the County, from certain taxes. The County Administrative Office intends to use such a type of financing to fund a portion of the costs for the new shelter facility, with the use of the Public Services Building (PSB) as the leased premises. Use of the PSB as the leased premises is recommended due to the monetary value of the building and the County's current use of the facility.

The PSB is currently the leased facility for the PHF financing and will need to be released from that transaction in order for the animal shelter project to move forward as recommended. The PHF project has been completed, and now those buildings can be used as the leased premises in substitution of the PSB. This transaction will both align the PHF lease with the related financing, while also making the PSB available for use on the animal shelter facility project. In conjunction with this request are related requests for special and disclosure counsel, and authorization for issuance of tax-exempt obligations. Collectively these actions represent the next step for the funding side of the animal shelter project. Neither this request nor the related requests create any commitment from the County to issue future financing. Any future financing would be presented to your Board at a later date. After the RFP process for the selection of design and construction vendor, the General Services Division will return to your Board with additional details on the construction side of the project, including details related to the current scope of the facility.

Attached for your approval is the authorizing resolution, which includes the form of the first amendments to the Site Lease and the Facilities Sublease by and between the County and the Corporation. The Corporation will consider the proposed amendments at a later Corporation meeting. If the substitution of property is approved, the County will work with special counsel to finalize the documents. The resolution appoints the Chairman, the County Administrative Officer, or any deputy thereof, to sign the related documents.

The documents have been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board adopt the attached resolution authorizing the execution and delivery of amendments to a site lease and facilities sublease originally executed in connection with the County of Kern 2021 Psychiatric Health Facilities financing and authorize the Chairman, the County Administrative Officer, or any deputy thereof, to sign all necessary documents related to the amendments.

Sincerely,

Nancy Anderson

Nancy Anderson
County Administrative Officer

Attachments

NA/KA: BUDFIS Animal Shelter Project Facility Substitution

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

In the matter of: Resolution No._____

PROVIDING FOR THE EXECUTION AND DELIVERY OF AMENDMENTS TO A SITE LEASE AND A FACILITIES SUBLEASE ORIGNIALLY EXECUTED IN CONNECTION WITH THE 2021 COUNTY OF KERN PSYCHIATRIC HEALTH FACILITIES FINANCING AND THE TAKING OF RELATING ACTIONS

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 _____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

NANCY ANDERSON
County Administrative Officer
Clerk of the Board

_____
Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) The County of Kern, California (the "County") has leased certain real property (collectively, the "Leased Premises"), to the County of Kern Asset Leasing Corporation (the "Corporation") pursuant to that certain Site Lease by and between the County and the

Corporation (the "Site Lease") dated as of December 1, 2021 and recorded as document number 221232345 in the office of the County Recorder for the County of Kern (the "County Recorder"); and

(b) The Corporation has leased the Property back to the County pursuant to that certain Facilities Sublease by and between the County and the Corporation, dated as of December 1, 2021, recorded as document number 221232346 in the office of the County Recorder (the "Facilities Sublease"); and

(c) Pursuant to an Assignment Agreement, dated as of December 1, 2021, recorded as document number 221232347 in the office of the County Recorder (the "Assignment Agreement"), by and between the Corporation and the Assignee (as defined herein), all rights, titles, interests and obligations of the Corporation under the Site Lease and Facilities Sublease (excepting only certain rights of the Corporation under certain enumerated sections of the Facilities Sublease) were transferred, assigned and set over to Capital One Public Funding, LLC, in its capacity as assignee (the "Assignee"); and

(d) Pursuant to Section 15 of the Facilities Sublease, the County and the Corporation desire to amend the description of the Leased Premises (as contained in Exhibit A to the Facilities Sublease, Site Lease and Assignment Agreement) to substitute real property described in Exhibit A of the amendments (the "Substitute Property") in place of the property which comprised the Leased Premises as of the date of execution of the Facilities Sublease, the Site Lease and the Assignment Agreement (the "Original Property"); and

(e) The County is authorized to undertake all of the above pursuant to applicable law of the State of California.

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

1. The form of the First Amendment to the Site Lease by and between the County and the Corporation, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

2. The form of the First Amendment to the Facilities Sublease by and between the County and the Corporation a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

3. Any one of the County Administrative Officer, the Chairman of the Board of Supervisors (the "Chairman"), or any deputy thereof, or person duly appointed in writing to act in the stead of such officer (collectively, the "Responsible Officers"), are, and each of them acting alone is, hereby authorized and directed for and in the name of and on behalf of the County to execute and deliver the amendments to the Site Lease and the Facilities Sublease each in substantially the form presented to and considered at this meeting, with such changes therein, deletions therefrom and additions thereto as may be

approved (i) by the officer executing the same on behalf of the County, in such officer's discretion, as being in the best interests of the County, (ii) by Stradling Yocca Carlson & Rauth LLP, Special Counsel, and (iii) as to form by County Counsel; such approval to be conclusively evidenced by the execution and delivery of such document by the officer executing the same on behalf of the County.

4. This resolution shall take effect immediately upon its passage.

5. The Clerk of the Board of Supervisors shall transmit copies of this Resolution to the following:

County Administrative Office
County Counsel

#2967798-KMK

EXHIBIT A
FORM OF AMENDMENT TO SITE LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Stradling Yocca Carlson & Rauth LLP
500 Capitol Mall, Suite 1120
Sacramento, California 95814
Attn: Kevin Civale, Esq.

[Space above for Recorder's use]

FIRST AMENDMENT TO

THE SITE LEASE

by and between the

COUNTY OF KERN, CALIFORNIA
as lessor,

and the

COUNTY OF KERN ASSET LEASING CORPORATION,
as lessee

(Psychiatric Health Facilities)

Dated as of November 1, 2026

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to the Site Lease is recorded for the benefit of the County of Kern and the recording is exempt under Section 27383 of the California Government Code.

FIRST AMENDMENT TO SITE LEASE

This FIRST AMENDMENT TO SITE LEASE (the "First Amendment"), executed and entered into as of November 1, 2026, by and between the COUNTY OF KERN (the "Lessor" and "Sublessee"), a political subdivision of the State of California, and the COUNTY OF KERN ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor has leased certain real property (collectively, the "Leased Premises"), to the Corporation pursuant to that certain Site Lease by and between the Lessor and the Lessee ("Site Lease") dated as of December 1, 2021 and recorded as document number 221232345 in the office of the County Recorder for the County of Kern (the "County Recorder");

WHEREAS, the Lessee has leased the Leased Premises back to the Sublessee pursuant to that certain Facilities Sublease by and between the Lessee and the Sublessee, dated as of December 1, 2021, recorded as document number 221232346 in the office of the County Recorder (the "Facilities Sublease");

WHEREAS, pursuant to an Assignment Agreement, dated as of December 1, 2021 (the "Assignment Agreement"), by and between the Lessee and the Assignee (as defined herein), all rights, titles, interests and obligations of the Lessee under the Site Lease and Facilities Sublease (excepting only certain rights of the Lessee under certain enumerated sections of the Facilities Sublease) were transferred, assigned and set over to Capital One Public Funding, LLC, in its capacity as assignee (the "Assignee");

WHEREAS, pursuant to Section 15 of the Facilities Sublease, the parties hereto desire to amend the description of the Leased Premises (as contained in Exhibit A to the Facilities Sublease, Site Lease and Assignment Agreement) to substitute real property described in Exhibit A to this First Amendment (the "Substitute Property") in place of the property which comprised the Leased Premises as of the date of execution of the Facilities Sublease, Site Lease and Assignment Agreement (the "Released Property") as described in Exhibit B hereto;

WHEREAS, the parties hereto intend to evidence such amendment by filing this First Amendment in the County Recorder's Office;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. This First Amendment shall become effective on the date of its recordation in the County Recorder's Office, and such date of commencement shall be hereinafter referred to as the "effective date."

Section 2. The Released Property is hereby released from the terms of the Site Lease and no longer comprises a portion of the Leased Premises, as defined therein. From and after the effective date of this instrument, Exhibit A to the Site Lease shall be amended and replaced in its entirety with Exhibit A to this First Amendment.

Section 3. The Lessor certifies that the requirements of Section 15 of the Facilities Sublease required in connection with the execution of this First Amendment have been satisfied.

Section 4. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Facilities Sublease. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Site Lease to be executed by their duly authorized officers as of the date and year first above written.

COUNTY OF KERN, as lessor

By: _____
Nancy Anderson
County Administrative Officer

COUNTY OF KERN ASSET LEASING CORPORATION, as lessee

By: _____
[Printed name,]
[President]

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

EXHIBIT A

SUBSTITUTE PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of Kern, State of California, and is described as follows:

LEGAL DESCRIPTION

PSYCHIATRIC HEALTH FACILITY:

BEING A MERGER AND REDIVISION OF LOTS 1, 2, 3, 4, 5, 6 & 7 OF TRACT MAP No. 6132 PHASE 1, PER MAP FILED FEBRUARY 14, 2006, IN BOOK 54 OF MAPS AT PAGE 139 IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.B.M, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEING ALL OF LOTS 1 & 2 OF SAID TRACT MAP No. 6132-1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID TRACT MAP 6132-1; THENCE (1) SOUTH 89°40'40" EAST, A DISTANCE OF 300.90 FEET;

THENCE (2) SOUTH 00°42'42" WEST, A DISTANCE OF 199.86 FEET; THENCE (3) NORTH 89°17'18" WEST, A DISTANCE OF 300.88 FEET;

THENCE (4) NORTH 00°42'29" EAST, A DISTANCE OF 197.81 FEET, TO THE POINT OF BEGINNING.

CONTAINS 59,827 SQUARE FEET (1.37 ACRES) MORE OR LESS

PARCEL B

BEING ALL OF LOTS 3, 4, 5, 6 & 7 OF SAID TRACT MAP No. 6132-1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID TRACT MAP 6132-1; THENCE (1) SOUTH 89°17'18" EAST, A DISTANCE OF 300.88 FEET;

THENCE (2) SOUTH 00°42'42" WEST, A DISTANCE OF 495.00 FEET; THENCE (3) NORTH 89°17'18" WEST, A DISTANCE OF 300.84 FEET;

THENCE (4) NORTH 00°42'29" EAST, A DISTANCE OF 495.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 148,926 SQUARE FEET (3.42 ACRES) MORE OR LESS

EXHIBIT B

RELEASED PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of Kern, State of California, and is described as follows:

LEGAL DESCRIPTION

PUBLIC SERVICES BUILDING GOLDEN STATE HIGHWAY:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 29 SOUTH, FLANGE 28 EAST, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, BEING A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT THE CENTERLINE INTERSECTION OF 26TH STREET AND "M" STREET; THENCE (1) NORTH 0° 00' 52" WEST ALONG THE CENTERLINE OF "M" STREET 631.89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GOLDEN STATE AVENUE, (STATE HIGHWAY ROUTE 204); THENCE (2) SOUTH 54° 16' 12" EAST ALONG SAID RIGHT-OF-WAY LINE, 413.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8355 FEET; THENCE (3) SOUTHEASTERLY ALONG SAID CURVE, THRU A CENTRAL ANGLE OF 2° 58' 14", AN ARC LENGTH OF 433.17 FEET TO THE CENTERLINE OF "O" STREET; THENCE (4) SOUTH 00° 00' 16" EAST, ALONG SAID CENTERLINE, 146.89 FEET TO THE CENTERLINE INTERSECTION OF 26TH STREET; THENCE (5) WEST, ALONG SAID CENTERLINE, 346.76 FEET TO THE CENTERLINE INTERSECTION OF "N" STREET; THENCE (6) SOUTH 0° 01' 23" EAST, ALONG SAID CENTERLINE, 387.75 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE, OF 25TH STREET; THENCE (7) WEST, ALONG THE WESTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, 346.66 FEET TO A POINT ON THE CENTERLINE OF "M" STREET; THENCE (8) NORTH 0° 00' 52" WEST, ALONG SAID CENTERLINE, 387.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
FORM OF AMENDMENT TO FACILITIES SUBLEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Stradling Yocca Carlson & Rauth LLP
500 Capitol Mall, Suite 1120
Sacramento, California 95814
Attn: Kevin Civale, Esq.

[Space above for Recorder's use]

FIRST AMENDMENT TO

THE FACILITIES SUBLEASE

by and between the

COUNTY OF KERN ASSET LEASING CORPORATION,
as sublessor,

and the

COUNTY OF KERN, CALIFORNIA
as sublessee

(Psychiatric Health Facilities)

Dated as of November 1, 2026

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to the Facilities Sublease is recorded for the benefit of the County of Kern and the recording is exempt under Section 27383 of the California Government Code.

FIRST AMENDMENT TO THE FACILITIES SUBLEASE

THIS FIRST AMENDMENT TO FACILITIES SUBLEASE, dated as of November 1, 2026 (this "First Amendment to Sublease"), is made by and between COUNTY OF KERN ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "Sublessor"), as sublessor, and the COUNTY OF KERN (the "Sublessee"), a political subdivision of the State of California (the "State"), as sublessee.

W I T N E S S E T H :

WHEREAS, the Sublessee has leased certain real property (collectively, the "Leased Premises"), to the Sublessor pursuant to that certain Site Lease by and between the Sublessee and the Sublessor (the "Site Lease") dated as of December 1, 2021 and recorded as document number 221232345 in the office of the County Recorder for the County of Kern (the "County Recorder");

WHEREAS, the Sublessor has leased the Property back to the Sublessee pursuant to that certain Facilities Sublease by and between the Sublessee and the Sublessor, dated as of December 1, 2021, recorded as document number 221232346 in the office of the County Recorder (the "Facilities Sublease");

WHEREAS, pursuant to an Assignment Agreement, dated as of December 1, 2021, recorded as document number 221232347 in the office of the County Recorder (the "Assignment Agreement"), by and between the Sublessor and the Purchaser (as defined herein), all rights, titles, interests and obligations of the Sublessor under the Site Lease and Facilities Sublease (excepting only certain rights of the Sublessor under certain enumerated sections of the Facilities Sublease) were transferred, assigned and set over to Capital One Public Funding, LLC, in its capacity as purchaser (the "Purchaser");

WHEREAS, pursuant to Section 15 of the Facilities Sublease, the parties hereto desire to amend the description of the Leased Premises (as contained in Exhibit A to the Facilities Sublease, Site Lease and Assignment Agreement) to substitute real property described in Exhibit A to this First Amendment (the "Substitute Property") in place of the property which comprised the Leased Premises as of the original date of execution of the Facilities Sublease, the Site Lease and the Assignment Agreement (the "Released Property") as described in Exhibit B hereto;

WHEREAS, the parties hereto intend to evidence such amendment by filing this First Amendment in the County Recorder's Office;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. This First Amendment shall become effective on the date of its recordation in the County Recorder's Office, and such date of commencement shall be hereinafter referred to as the "effective date."

Section 2. The Released Property is hereby released from the terms of the Facilities Sublease and no longer comprises a portion of the Leased Premises, as defined therein. From and after the effective date of this instrument, Exhibit A to the Facilities Sublease shall be amended and replaced in its entirety with Exhibit A to this First Amendment.

Section 3. The Sublessee certifies that the requirements of Section 15 of the Facilities Sublease required in connection with the execution of this First Amendment have been satisfied.

Section 4. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Facilities Sublease. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers as of the date and year first above written.

COUNTY OF KERN ASSET LEASING CORPORATION, as sublessor

By: _____
[Printed name,]
[President]

COUNTY OF KERN, as sublessee

By: _____
Nancy Anderson
County Administrative Officer

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

SUBSTITUTE PROPERTY DESCRIPTION

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LEGAL DESCRIPTION

PSYCHIATRIC HEALTH FACILITY:

BEING A MERGER AND REDIVISION OF LOTS 1, 2, 3, 4, 5, 6 & 7 OF TRACT MAP No. 6132 PHASE 1, PER MAP FILED FEBRUARY 14, 2006, IN BOOK 54 OF MAPS AT PAGE 139 IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.B.M, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEING ALL OF LOTS 1 & 2 OF SAID TRACT MAP No. 6132-1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID TRACT MAP 6132-1; THENCE (1) SOUTH 89°40'40" EAST, A DISTANCE OF 300.90 FEET;

THENCE (2) SOUTH 00°42'42" WEST, A DISTANCE OF 199.86 FEET; THENCE (3) NORTH 89°17'18" WEST, A DISTANCE OF 300.88 FEET;

THENCE (4) NORTH 00°42'29" EAST, A DISTANCE OF 197.81 FEET, TO THE POINT OF BEGINNING.

CONTAINS 59,827 SQUARE FEET (1.37 ACRES) MORE OR LESS

PARCEL B

BEING ALL OF LOTS 3, 4, 5, 6 & 7 OF SAID TRACT MAP No. 6132-1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID TRACT MAP 6132-1; THENCE (1) SOUTH 89°17'18" EAST, A DISTANCE OF 300.88 FEET;

THENCE (2) SOUTH 00°42'42" WEST, A DISTANCE OF 495.00 FEET; THENCE (3) NORTH 89°17'18" WEST, A DISTANCE OF 300.84 FEET;

THENCE (4) NORTH 00°42'29" EAST, A DISTANCE OF 495.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 148,926 SQUARE FEET (3.42 ACRES) MORE OR LESS

EXHIBIT B

RELEASED PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of Kern, State of California, and is described as follows:

LEGAL DESCRIPTION

PUBLIC SERVICES BUILDING GOLDEN STATE HIGHWAY:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 29 SOUTH, FLANGE 28 EAST, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, BEING A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT THE CENTERLINE INTERSECTION OF 26TH STREET AND "M" STREET; THENCE (1) NORTH 0° 00' 52" WEST ALONG THE CENTERLINE OF "M" STREET 631.89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GOLDEN STATE AVENUE, (STATE HIGHWAY ROUTE 204); THENCE (2) SOUTH 54° 16' 12" EAST ALONG SAID RIGHT-OF-WAY LINE, 413.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8355 FEET; THENCE (3) SOUTHEASTERLY ALONG SAID CURVE, THRU A CENTRAL ANGLE OF 2° 58' 14", AN ARC LENGTH OF 433.17 FEET TO THE CENTERLINE OF "O" STREET; THENCE (4) SOUTH 00° 00' 16" EAST, ALONG SAID CENTERLINE, 146.89 FEET TO THE CENTERLINE INTERSECTION OF 26TH STREET; THENCE (5) WEST, ALONG SAID CENTERLINE, 346.76 FEET TO THE CENTERLINE INTERSECTION OF "N" STREET; THENCE (6) SOUTH 0° 01' 23" EAST, ALONG SAID CENTERLINE, 387.75 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE, OF 25TH STREET; THENCE (7) WEST, ALONG THE WESTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, 346.66 FEET TO A POINT ON THE CENTERLINE OF "M" STREET; THENCE (8) NORTH 0° 00' 52" WEST, ALONG SAID CENTERLINE, 387.75 FEET TO THE POINT OF BEGINNING.