

COUNTY OF KERN

Date: August 13, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Tract Map 7405 PH 3**

XX Plat of Tract

XX Owner's Certificate (**Parcel Maps Only**)

XX Clerk's Certificate

XX Tax Collector's Certificate

XX Assessor's Tax Estimate (January 1 through October 31)

XX Subdivision Guarantee

Supervisory District Number: 5

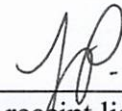
Recording fee in the amount of \$ . has been posted to your accounts receivable

OR

XX Recording fee included in the amount of \$238.00 (Clerk of the Board Receipt #359985)

**Recorder Initial for Receipt of Recording Fee**

(Indicate reason if different than Clerk of the Board receipt listed above)



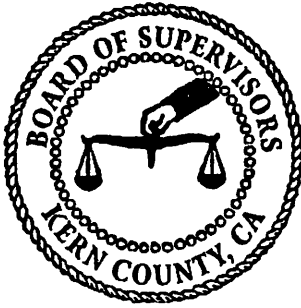
By:



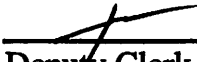
Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: Tract Map 7405 PH 3 hereby certify pursuant to Government Code Section 66464 that the Subdivider has filed the certificates and security required by Sections 66492 and 66493 of the Government Code.



NANCY ANDERSON  
County Administrator Officer  
Clerk of the Board

By:   
Deputy Clerk

**PORTER & ASSOCIATES, INC.**  
**ENGINEERING & SURVEYING**  
 4733 Centennial Plaza Way, Suite A, Bakersfield, CA 93312  
 861.327.0362

| EXPLANATION  | AMOUNT |
|--------------|--------|
| Job 52251    |        |
| Tr 7405-PH 3 |        |

1014

90-3772/1211

PAY Two hundred thirty-eight + 00/100

|                        |                                          |
|------------------------|------------------------------------------|
| DATE<br><u>8/13/06</u> | TO THE ORDER OF<br><u>County of Kern</u> |
|------------------------|------------------------------------------|

DOLLARS

CHECK AMOUNT

238.00

COMMUNITY WEST BANK

*Brynj G. Castellon*



⑈001014⑈ ⑆121137726⑆ 30080874⑈



**COUNTY OF KERN**  
 STATE OF CALIFORNIA

RECEIPT No. A- 359985

REFERENCE No. \_\_\_\_\_ DATE RECEIVED August 13 20 26

RECEIVED FROM Porter & Associates, Inc.

AMOUNT Two hundred thirty dollars and 00/100 DOLLARS \$ 238.00

ON ACCOUNT OF Tract Map 7405 PH 3

Transmitted to Recorder

Check # 1014

|                 |               |          |                                           |                                 |
|-----------------|---------------|----------|-------------------------------------------|---------------------------------|
| AMT. OF ACC. \$ |               | HOW PAID | CASH <input type="checkbox"/>             | DEPARTMENT - Clerk of the Board |
| AMT. PAID \$    | <u>238.00</u> |          | CHECK <input checked="" type="checkbox"/> | LOCATION                        |
| BALANCE DUE \$  | <u>0.00</u>   |          | M.O. <input type="checkbox"/>             | BY <u>X</u>                     |



**Jordan Kaufman**  
Treasurer and Tax Collector

**Chase Nunneley**  
Assistant Treasurer and Tax Collector

## TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-046**

I hereby certify that according to the records of my office, all county taxes and special assessments collected as taxes shown to be currently due on the land included in TRACT 7405 PH3 or PARCEL MAP more fully described below, have been paid:

**Description:**

CODE AREA 001-782, ATN#414-190-36-00-8 TRACT 7405 PHASE 3 CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD BEING A DIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP 11250 AS PER MAP FILED DECEMBER 29, 2006 IN BOOK 55 OF PARCEL MAPS AT PAGE 102 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 8, 2008 AS INSTRUMENT NO. 0208073454 O.R., ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 28 EAST DIABLO BASE AND MERIDIAN IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA

11.52 ACRES GROSS - 55 LOTS

As provided by Section 162 of the Revenue and Taxation Code, a Fee of \$1.00 is charged for preparing this Document.

Supervisory District # 5

Date: May 15, 2026

Received from: SUMMIT CAPITAL VENTURES INC

**Jordan Kaufman**  
**Treasurer and Tax Collector**  
Kern County State of California

By: Vanessa Shepherd  
VANESSA SHEPHERD

☒ VALID ONLY IF MAP RECORDED PRIOR TO: November 2, 2026

☒ SECURITY POSTED WITH TAX COLLECTOR May 15, 2026

Received By: Vanessa Shepherd  
VANESSA SHEPHERD



**Jordan Kaufman**  
Treasurer and Tax Collector

**Chase Nunneley**  
Assistant Treasurer and Tax Collector

## PROPERTY TAX ESTIMATE

TRACT: 7405 PH3 \_\_\_\_\_

FISCAL YEAR: 2026-2027 \_\_\_\_\_

PARCEL MAP: \_\_\_\_\_

| Assessor Parcel Number        | Valuation | Tax Amount        |
|-------------------------------|-----------|-------------------|
| 414-190-36-00-8 (PTN 11.52)   | 630,519   | \$7,350.00        |
|                               |           |                   |
|                               |           |                   |
|                               |           |                   |
|                               |           |                   |
|                               |           |                   |
| <b>Fiscal Year: 2026-2027</b> |           | <b>\$7,350.00</b> |

I hereby certify that the taxes (and special assessments collected as taxes) on the above-referenced parcels are subject to a lien for the fiscal year and in the estimated amount indicated above. Said taxes (and special assessments) are not yet due and payable. If the taxes levied for the above fiscal year are more than the estimated amount collected, the additional amount is due and payable by the first installment due date to avoid penalties.

Sincerely,  
Jordan Kaufman,  
Treasurer and Tax Collector

Deputy: VANESSA SHEPHERD

Date: May 13, 2026

Vanessa Shepherd

By: VANESSA SHEPHERD  
Taxpayer Services Representative



**CLTA GUARANTEE FORM NO. 14  
SUBDIVISION GUARANTEE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

This guarantee, when issued by the Company with a Guarantee Number and Date of Guarantee, is valid even if this guarantee or any endorsement to this guarantee is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this guarantee must be given to the Company at the address shown in Condition 14.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This guarantee treats any Discriminatory Covenant in a document referenced in any of the Schedules herein as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. This guarantee is not a commitment or any indication that the Company is willing to issue a policy of title insurance, and the Company reserves the right to decline to insure any future purchaser or lender. Any future offer of title insurance that the Company, in its sole discretion, decides to issue may include additional exceptions as well as requirements for the issuance of a final policy of title insurance.

SUBJECT TO THE CLTA GUARANTEE EXCLUSIONS AND CONDITIONS,

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a corporation (the "Company")

**GURANTEES**  
as of the Date of Guarantee

against loss or damage, not exceeding the Amount of Liability, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

For Reference:

**File #:** P-696177

**Policy #:** 50278800-0001012e

Issued By:

**Placer Title Company**

9087 Foothills Blvd., Suite 700  
Roseville, CA 95747



## EXCLUSIONS

Except as expressly provided by the assurances in Schedule A, the following matters are excluded from coverage of this guarantee and the Company assumes no liability for loss or damage by reason of:

1. Any defect, lien, encumbrance, adverse claim, or other matter affecting the title to any property beyond the boundaries of the Land.
2. Any defect, lien, encumbrance, adverse claim, or other matter, whether or not shown by the Public Records:
  - a. created, suffered, assumed, or agreed to by one or more of the Assureds; or
  - b. that result in no loss to the Assured.
3. Defects, liens, encumbrances, adverse claims, or other matters not shown by the Public Records at Date of Guarantee.
4. The identity of any party shown or referred to in any of the schedules of this guarantee.
5. The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this guarantee.
6. (a) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (a) or (b) are shown by the records of the taxing authority or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excluded under (a), (b) or (c) are shown by the Public Records.
8. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excluded in (a) or (b) appear in the Public Records.



## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this guarantee mean:

- a. "Amount of Liability": The Amount of Liability as stated in Schedule A.
- b. "Assured": The party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- c. "Date of Guarantee": The Date of Guarantee set forth in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Land": The Land described or referred to in Schedule A and improvements located on that land at the Date of Guarantee that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway.
- f. "Mortgage": A mortgage, deed of trust, trust deed, or other real property security instrument.
- g. "Public Records": The recording or filing system established under State statutes in effect at the Date of Guarantee under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- h. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Schedule A, if any.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured must notify the Company promptly in writing if the Assured has knowledge of any assertion of facts, claim of title, or claim of interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this guarantee. If the Company is prejudiced by the failure of the Assured to provide prompt notice, the Company's liability to the Assured under this guarantee is reduced to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company has no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Condition 3 above:

- a. The Company has the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this guarantee, whether or not it may be liable hereunder, and does not thereby concede liability or waive any provision of this guarantee. If the Company exercises its rights under this paragraph, it will do so diligently.
- b. If the Company elects to exercise its options as provided in Condition 4.a. the Company has the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and will not be liable for and will not pay the fees of any other counsel, nor will





the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this guarantee.

- c. Whenever the Company has brought an action or interposed a defense as permitted by the provisions of this guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured must secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, must give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under this guarantee will terminate.

**5. PROOF OF LOSS OR DAMAGE**

- a. The Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. The Company may reasonably require the Assured to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence, memoranda, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured must grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Condition 5 will not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim or required by law. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, terminates any liability of the Company under this guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this guarantee, the Company has the following additional options:

- a. To pay or tender payment of the Amount of Liability, together with any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company up to the time of payment or tender of payment and that the Company has agreed to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company, up to the time of payment or tender of payment and that the Company has agreed to pay; or
- c. To pay or otherwise settle with parties other than the Assured for the loss or damage provided for under this guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company up to the time of payment and that the Company has agreed to pay.



Upon the exercise by the Company of any of the options provided for in Condition 6 a., b., or c., the Company's obligations to the Assured under this guarantee for the claimed loss or damage, other than the payments required to be made, will terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Condition 4.

**7. LIMITATION OF LIABILITY**

- a. This guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Assured who has suffered loss or damage by reason of an assurance in Schedule A being incorrect, to the extent stated in Schedule A and subject to the Exclusions and the Conditions. This guarantee is not an abstract of the title, legal opinion, or a representation of the status of the title beyond what is assured in Schedule A. All claims asserted under this guarantee are based in contract and are restricted to the terms and provisions of this guarantee. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it will have fully performed its obligations with respect to that matter and will not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company has no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company is not liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this guarantee, except payments made for costs, attorneys' fees, and expenses pursuant to Condition 4, will reduce the Amount of Liability under this guarantee pro tanto.

**9. PAYMENT OF LOSS**

When liability and the extent of loss or damage has been determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

**10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

- a. If the Company settles and pays a claim under this guarantee, it is subrogated and entitled to the rights and remedies of the Assured in respect to the claim that the Assured has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Assured must execute documents to transfer these rights and remedies to the Company. The Assured permits the Company to sue, compromise, or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Assured, the Company defers the exercise of its subrogation right until after the Assured fully recovers its loss.
- c. The Company's subrogation right includes the Assured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

**11. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

- a. This guarantee together with all endorsements, if any, issued by the Company is the entire guarantee and contract between the Assured and the Company. In interpreting any provision of this guarantee, this guarantee must be construed as a whole.
- b. Any amendment of this guarantee must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this



guarantee, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

- i. modify any prior endorsement,
- ii. extend the Date of Guarantee,
- iii. insure against loss or damage exceeding the Amount of Liability, or
- iv. increase the Amount of Liability.

**12. SEVERABILITY**

In the event any provision of this guarantee, in whole or in part, is held invalid or unenforceable under applicable law, this guarantee will be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**13. CHOICE OF LAW; FORUM**

- a. **Choice of Law:** The Company has underwritten the assurances covered by this guarantee and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of guarantees and policies of title insurance of the State where the Land is located.  
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims and the interpretation and enforcement of the terms of this guarantee, without regard to conflicts of law principles to determine the applicable law.
- b. **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a State or federal court having jurisdiction.

**14. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company must include the number of this guarantee and must be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nlc@firstam.com).**

**15. ARBITRATION**

- a. All claims and disputes arising out of or relating to this guarantee, including any service or other matter in connection with issuing this guarantee, or any breach of a guarantee provision, may be resolved by arbitration. If the Amount of Liability is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Liability is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Assured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.altarules.org/arbitration](http://www.altarules.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. **ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 15.** The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 15, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 15.

## SUBDIVISION GUARANTEE SCHEDULE A

Order No.: P-696177  
Guarantee No.: 50278800-0001012e  
Date of Guarantee: June 29, 2026 at 8:00AM  
Amount of Liability: \$1,000.00  
Premium: \$500.00

---

1. Name of Assured:

**The County of Kern and any City within which said subdivision is located.**

2. Subdivision Map Reference:

**TRACT 7405 PHASE 3**

3. The map referred to above recites that it is a subdivision of the following described Land:

**See Exhibit "A" Attached for Legal Description**

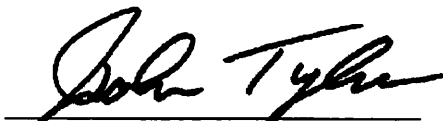
4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

**Summit Capital Ventures, Inc., a California Corporation.**

**Issued By:**

Placer Title Company  
9083 Foothills Blvd.  
Roseville, CA 95747  
Agent ID: 5416462

  
\_\_\_\_\_  
Authorized Countersignature

## **Subdivision Guarantee Exhibit "A" Legal Description**

The land described herein is situated in the State of California, County of Kern, City of Bakersfield, described as follows:

Parcel 4 of Parcel Map No. 11250, in the City of Bakersfield, County of Kern, State of California, according to the Map thereof recorded December 29, 2006 in Book 55 Page 102 of Parcel Maps and as amended by Certificate of Correction recorded May 8, 2008 as instrument No. 0208073454 of Official Records, in the office of the county recorder of said county.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals within or underlying said land or that may be produced and saved therefrom.

All right to enter upon any portion of said land to a depth of 500 feet from the surface for the purpose of exploring, developing, extracting and/or taking any oil, gas or other hydrocarbon or mineral substances was relinquished by quitclaim deeds recorded December 20, 2006 as instrument Nos. 0206312156, 0206312157, 0206312158, 0206312159 and 0206312160, all of official records.

Excepting therefrom all that property recorded in Grant Deed recorded December 13, 2021 instrument No. 221232949 official records, as described as follows:

Beginning at the northwest corner of said parcel 4;

Thence (1) Along the west line of said parcel 4, South 04°50'38" East, a Distance of 470.74 feet;

Thence (2) Continuing along said West line. South 03°41 '25" west, a Distance of 853.64 feet to the southwest corner of said Parcel 4;

Thence (3) South 89°31 '28" East along the South line of said parcel 4, a Distance of 120.19 feet;

Thence (4) North 03°41 '25" East, a distance of 855.85 feet;

Thence (5) North 04°50'38" West, a distance of 468.50 feet to a point on The North line of said parcel 4;

Along said North line, North 89°30'55" West, a distance of 120.52 feet to the point of beginning.

Ptn: Apn: 414-190-34

FURTHER EXCEPTING THEREFROM all that real property described on that certain Map entitled "Tract 7405 Phase 1", filed on October 2, 2024 in Book 67 at Page 188 of Maps in the Office of the Recorder of Kern County, California.

FURTHER EXCEPTING THEREFROM all that real property described on that certain Map entitled "Tract 7405 Phase 2", filed on July 15, 2025 in Book 68 at Page 131 of Maps in the Office of the Recorder of Kern County, California.

## EXHIBIT "B" – EXCEPTIONS

1. The property is within the boundaries of the following District(s) and is subject to all taxes, assessments and obligations thereof:

County Service Area No. 12.3

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2025-2026

|                  |                |      |
|------------------|----------------|------|
| 1st Installment: | \$12,791.19    | PAID |
| 2nd Installment: | \$12,791.18    | PAID |
| Parcel Number:   | PTN 414-190-34 |      |
| Code Area:       | 001-782        |      |
| Land Value:      | \$1,649,488.00 |      |
| Improvements:    | \$0.00         |      |
| Exemption:       | \$0.00         |      |

3. Any taxes or assessments levied by:

A. Kern Delta Water District

4. The property is within the boundaries of the following District(s) and is subject to all taxes, assessments and obligations thereof:

Kern Sanitation Authority District

5. Terms, provisions, rights and easements set forth in the Contract of Settlement of water rights as set forth in an Agreement executed by J.B. Haggin, et al and Henry Miller, et al, dated July 28, 1888, recorded In Book 2 Page 40 of Agreements and all amendments and supplements thereto.

[Document Link](#)

6. The terms, conditions, provisions and stipulations as contained in the agreement entitled "License Agreement", by and between Edward J. Garrone, Trustee of the Garrone Family Trust UTA dated October 16, 1983; Edward J. Garrone, Trustee of the Garrone Survivors Trust UTA dated October 16, 1983, and Kenneth E. Hall and Barbara L. Hall, recorded June 8, 1992, Book 6684, Page 1439, Official Records.

[Document Link](#)

7. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United

States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded December 20, 2006, (instrument) 0206312162, Official Records.

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

[Document Link](#)

8. Provisions and conditions set forth in the "NOTES and ADDITIONAL MAP INFORMATION" of the following map: Map: Parcel Map No. 11250 Reference is made to a copy of said map for further particulars.  
[Document Link](#)
9. A covenant and agreement executed by Summit Capital Ventures, Inc. a California Corporation, in favor of the City of Bakersfield, recorded May 23, 2024, as instrument 0224059529, Official Records, which among other things provides: Inclusion in Maintenance District  
[Document Link](#)
10. "Quitclaim Deed and Authorization for Underground Water Rights" by Summit Capital Ventures, Inc (grantor) to California Water Service Company (grantee), dated November 19, 2024, recorded November 19, 2024, as (instrument) 224143238, Official Records. [Document Link](#)
11. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

## Privacy Notice

**Last Updated and Effective Date:** June 15, 2026

This Privacy Notice ("Notice") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") describe in our full privacy notice, which can be found at <https://www.mlhc.com/privacy-policy/>, how we collect, use, store, and share your information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

The Notice applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.mlhc.com/privacy-policy>. **How Do We Collect Your Personal Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

**How Do We Store and Protect Your Personal Information?** The security of your information is important to us. We take all commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Personal Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you with the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.mlhc.com/privacy-policy>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to our Notice:** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

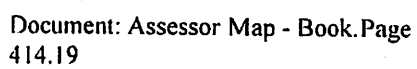
**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.**

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.mlhc.com/privacy-policy>.

**Contact Us** [privacy@mlhc.com](mailto:privacy@mlhc.com) or at 1-877-626-0668





Recording requested by  
and for the benefit of the  
**CITY OF BAKERSFIELD**  
and when recorded, mail to:

City Clerk  
1600 Truxtun Avenue  
Bakersfield, CA 93301

APN: 414-190-36

No recording fee required: exemption pursuant to  
Government Code Section 27383

(space above line for Recorder's use only)

Government agency acquiring title – exempt from  
Documentary Transfer Tax per R & T Code 11922

10068

GC 27388.1(a)(1): Recorded document is expressly  
exempted from payment of recording fees (FBO) Govt. agency

**CITY OF BAKERSFIELD**  
Bakersfield, California  
**COVENANT DISCLOSING PROXIMITY TO  
EXISTING POULTRY RANCH**

**THIS COVENANT** is executed on this 8 day of July, 2026, by **Summit Capital Ventures, Inc., a California Corporation** (hereinafter "Owner/s") in connection with the recordation of the tract map of the real property which is the subject of that portion of Tract 7405 Phase 3 located in the City of Bakersfield, California. This Covenant may not be amended or modified without the prior approval of **the City of Bakersfield**. The properties are in an area subject to a potential off-site source of odor and noise, specifically agriculturally zoned property and poultry ranch at 6007 Cottonwood Road, and as a result, residents may experience inconveniences, annoyances and discomfort arising from the odors and noises of such operations. Residents of property near said agricultural use should, therefore, be prepared to accept such inconveniences, annoyances and discomfort from normal poultry ranch operations.

**Property Description:**

Lots 1 through 55 of Tract No. 7405 Phase 3, being a portion of Section 20, T. 30 S., R 28 E., M.D.M., within the incorporated area of the City of Bakersfield, County of Kern, State of California.

Summit Capital Ventures, Inc.  
A California Corporation



Greg Balfanz  
Corporate Operations Officer

City of Bakersfield



Phillip Burns  
Development Services Director

## ACKNOWLEDGMENT

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 Kern )

On July 8, 2026 before me, Lesli Hinojosa, Notary Public  
(insert name and title of the officer)

personally appeared Greg Balfanz,  
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.

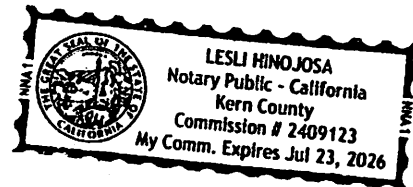
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lesli Hinojosa

(Seal)



RECORDING REQUESTED BY  
AND FOR THE BENEFIT OF  
THE CITY OF BAKERSFIELD

WHEN RECORDED MAIL TO:

CITY CLERKS OFFICE  
CITY HALL  
1600 TRUXTUN AVE.  
BAKERSFIELD, CA 93301

MD 5-119

THIS SPACE FOR RECORDER'S USE ONLY

No recording fee required: exempt pursuant to  
Government Code Section 27383

10069

Government agency acquiring title – exempt from  
Documentary Transfer Tax per R & T Code 11922

GC 27388.1(a)(1): Recorded document is expressly  
exempted from payment of recording fees (FBO) Govt. agency)

**Existing Legal:** Being a division of a portion of Parcel 4 of Parcel Map 11250 as per map filed December 29, 2006 in Book 55 of Parcel Maps at Page 102 and as amended by Certificate of Correction recorded May 8, 2008 as Instrument Number 0208073454 O.R., also being a portion of the Southeast Quarter of Section 20, Township 30 South, Range 28 East Mount Diablo Base and Meridian in the City of Bakersfield, County of Kern, State of California

**Map or Project Number:** Tract 7405 Phase 3

**ATN(s):** 414-190-36-00-8

### COVENANT DISCLOSING INCLUSION IN MAINTENANCE DISTRICT

THIS COVENANT is executed on July 8, 2026 by Summit Capital Ventures, Inc., a California Corporation, in Bakersfield, herein after referred to as ("Owner"), in connection with the Consolidated Maintenance District, located in the City of Bakersfield, CA.

The real property herein described is located within the Consolidated Maintenance District and may be assessed on an ongoing, yearly basis for maintenance of a public park and landscaping on public rights-of way within the district. The appropriate Street and Park Tiers will be assigned by the Parks and Recreation Department. Assessment is imposed in accordance with California Proposition 218 with the Consent of the Majority Property Owner(s) as can be seen on the ballot cast and attached as Exhibit 'A'.

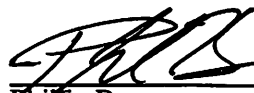
Although this property may have been assessed a lesser amount in the present tax year, the ultimate estimated annual assessment for maintenance of a public park and public landscaping based on full build out of this district, is \$290.57 per equivalent dwelling unit, based on fiscal year 2026-2027 dollars and labor costs of the district. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles - Riverside - Orange County / All Urban Consumers Consumer Price Index. (See Bakersfield City Council Resolution No. 019-05.) This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

Dated This: 7/8/2026

Summit Capital Ventures, Inc.  
a California Corporation

  
\_\_\_\_\_  
Greg Balfanz  
Corporate Operations Officer

City of Bakersfield:

  
\_\_\_\_\_  
Philip Burns  
Development Services Director

## ACKNOWLEDGMENT

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.

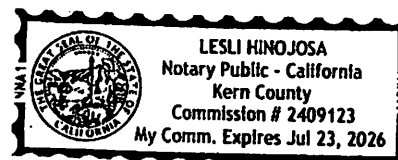
State of California  
County of Kern

On July 8, 2026 before me, Lesli Hinojosa, Notary Public  
(insert name and title of the officer)

personally appeared Greg Balfanz,  
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 *Lesli Hinojosa* (Seal)

## Exhibit 'A' to the Covenant Disclosing Inclusion in a Maintenance District.

**PROPOSITION 218 BALLOT****CITY OF BAKERSFIELD CONSOLIDATED MAINTENANCE DISTRICT**

This assessment ballot is for the use of the property owner of the parcel(s) identified below, which are proposed to be included in the City of Bakersfield Consolidated Maintenance District (CMD). This assessment ballot may be used to express either support for or opposition to inclusion within the CMD. To be counted, this assessment ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner.

[TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE]

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**OFFICIAL ASSESSMENT BALLOT**


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Property Owner: Summit Capital Ventures, Inc., a California Corporation

Property description: Tract 7405 Phase 3 / ATN: 414-190-36-00-8

(Address &/or ATN(s))

The individual annual assessments for fiscal year 2026-2027 shall not exceed **\$290.57** per equivalent dwelling unit plus any costs incurred by the City from the County Assessor's office for adding parcels to the Tax Roll. **NOTE:** In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

**ASSESSMENT BALLOT MEASURE**

Shall the City Council of the City of  
Bakersfield include the above described  
property within the Consolidated Maintenance  
District and levy an assessment not to exceed  
the amount set forth above?

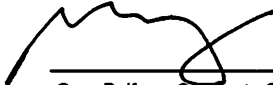
☒ Yes

☐ No

Owner Signature:

Title (if representing owner):

Date:

  
\_\_\_\_\_  
Greg Balfanz, Corporate Operations Officer

Summit Capital Ventures, Inc. a California Corporation

July 8, 2020

RECORDING REQUESTED BY  
AND FOR THE BENEFIT OF  
CITY OF BAKERSFIELD

WHEN RECORDED MAIL TO:

City of Bakersfield  
Attn: City Clerk  
1600 Truxtun Avenue  
Bakersfield, CA 93301

APN: 414-190-36

(space above line for Recorder's use only)

No recording fee required: exemption pursuant to  
Government Code Section 27383

Government agency acquiring title - exempt from  
Documentary Transfer Tax per R & T Code 11922

GC 27388.1(a)(1): Recorded document is expressly  
exempted from payment of recording fees (FBO) Govt. agency

10067

**CITY OF BAKERSFIELD**  
Bakersfield, California

COVENANT RELATING TO REMOVAL OF GROUNDWATER UPON SUBDIVISION

THIS COVENANT is executed on this 8 day of July, 2026, by Summit Capital Ventures, Inc., a California Corporation (hereinafter "Owner/s their grantees and grantee's heirs, or assigns") in connection with the removal of groundwater from here-in described property, located in the incorporated area of the City of Bakersfield, County of Kern.

The owner/s of the real property herein described shall be prohibited from the pumping and taking of groundwater from the property for any use off the property; provided, however, such pumping and taking may be carried out by the authorized urban water purveyor which provides water service to the subdivided land. Owner/s their grantees and grantee's heirs, or assigns hereby waive their right to protest such prohibition.

This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

Property Description:

Lots 1 through 55 of Tract Map 7405 Phase 3, also being a portion of the Southeast Quarter of Section 20, Township 30 South, Range 28 East, M.D.M., within the City of Bakersfield, County of Kern, State of California.

Summit Capital Ventures, Inc.  
a California corporation

City of Bakersfield



Greg Balfanz  
Corporate Operations Officer



Phillip Burns  
Development Services Director

## ACKNOWLEDGMENT

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 Kern

On July 8, 2026 before me, Lesli Hinojosa, Notary Public  
(insert name and title of the officer)

personally appeared Greg Balfanz,  
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.

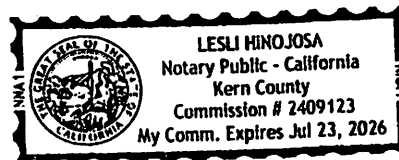
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Lesli Hinojosa*

(Seal)





Recording Requested by and  
for the Benefit of the  
City of Bakersfield

When Recorded Mail To:

City of Bakersfield  
City Clerk's Office  
1600 Truxtun Avenue  
Bakersfield, CA 93301

APN: 414-190-36

No recording fee required: exemption pursuant to  
Government Code Section 27383

(space above line for Recorder's use only)

10066

Government agency acquiring title – exempt from  
Documentary Transfer Tax per R & T Code 11922

GC 27388.1(a)(1): Recorded document is expressly  
Exempted from payment of recording fees (FBO) Govt. agency

**CITY OF BAKERSFIELD**  
Bakersfield, California

**COVENANT RELATING TO ISSUANCE OF CERTIFICATE OF OCCUPANCY**

**THIS COVENANT** is executed this 8 day of July, 2026, by Summit Capital Ventures, Inc., a California Corporation (hereinafter "Owner(s)"), in connection with the recordation of the final map on the real property which is the subject of Tract Map 7405 Phase 3 located in the City of Bakersfield, California.

**NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY LOT UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED BY THE SUBDIVIDER AND ACCEPTED OR APPROVED BY THE CITY ENGINEER.**

This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

**Property description:** Lots 1 through 55 Tract 7405 Phase 3, also being a portion of the Southeast Quarter of Section 20, Township 30 South, Range 28 East, M.D.M., within the City of Bakersfield, County of Kern, State of California.

Summit Capital Ventures, Inc.  
a California Corporation

City of Bakersfield



Greg Balfanz  
Corporate Operations Officer



Phillip Burns  
Development Services Director

## ACKNOWLEDGMENT

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State of California  
County of Kern

On July 8, 2026 before me, Lesli Hinojosa, Notary Public  
(insert name and title of the officer)

personally appeared Greg Balfanz,  
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.

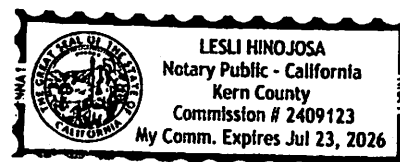
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Lesli Hinojosa*

(Seal)



RECORDING REQUESTED BY  
AND FOR THE BENEFIT OF  
THE CITY OF BAKERSFIELD

WHEN RECORDED MAIL TO:

CITY CLERKS OFFICE  
CITY HALL  
1600 TRUXTUN AVE.  
BAKERSFIELD, CA 93301

APN #414-190-36

SPACE ABOVE THIS LINE FOR RECORDER'S USE

10080

**AVIGATION EASEMENT**  
(Overflight)

*KNOW ALL MEN BY THESE PRESENTS:*

**Summit Capital Ventures, Inc., a California Corporation** ("Grantor"), for a valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the CITY OF BAKERSFIELD, a California municipal corporation, ("Grantee") an easement for:

- (1) The use and benefit of the public, and to the extent and manner consistent with safe operating procedures as provided under applicable governmental regulations, the right to make flights, and the noise inherent thereto, in the Airspace over the property commonly known as **Tract 7405 Phase 3** and described in Exhibit "A" and shown on Exhibit "B" attached hereto in connection with landings, takeoffs, and general operation of Bakersfield Municipal Airport.
- (2) The right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations or aircraft such as, but not limited to, steam, dust and smoke.
- (3) The right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with pilot vision.
- (4) The right to prohibit electrical emissions which would interfere with aircraft communication systems or aircraft navigational equipment.
- (5) The right to mark and light, or cause or require to be marked and lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which would interfere with the safe operation of aircraft.
- (6) A continuing right to clear and keep clear, at Grantor(s)' sole cost expense, from the Airspace any portions of buildings, structures or improvements of any kind, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures or improvements, trees or other things which would interfere with the safe operation of aircraft.

- (7) The right of ingress to, passage within, and egress from the property described herein to exercise the rights granted herein at reasonable times and after reasonable notice.

Grantor hereby covenants with the Grantee that neither the Grantor, nor its successors in interest or assigns will construct, install, erect, place or grow, in or upon the property subject to this easement, nor will they permit or allow any building structure, improvement, tree or other, or other object to extend into or above the Airspace so as to constitute an obstruction to air navigation or to obstruct or interfere with this easement and the rights granted herein.

This easement shall be deemed both appurtenant to and for the direct benefit of that property commonly known as the Bakersfield Municipal Airport and shall be deemed in gross, being conveyed to the Grantee for the benefit of Grantee and any and all members of the general public who may use said easement in landing at or taking off from or operating such aircraft in or about the Bakersfield Municipal Airport.

Dated: 7/8/2026

Grantor: **Summit Capital Ventures, Inc.**  
**a California Corporation**

  
\_\_\_\_\_  
**Greg Balfanz**  
**Corporate Operations Officer**

Page 3: Exhibit A: Legal Description  
Page 4: Exhibit B: Map

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 1 through 55 of Tract Map 7405 Phase 3, also being a portion of the Southeast Quarter of Section 20, Township 30 South, Range 28 East, M.D.M., within the City of Bakersfield, County of Kern, State of California.



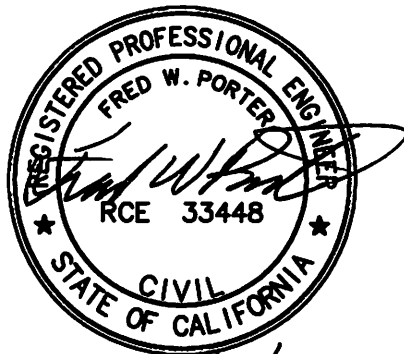
8/7/2026

# EXHIBIT "B"

KERN DELTA - CENTRAL BRANCH CANAL

TRACT 7405  
PHASE THREE

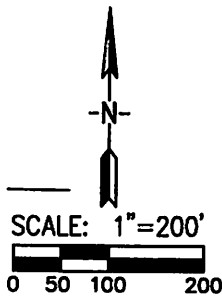
TRACT 7405  
PHASE TWO



8/7/2026

EAST PANAMA LANE

COTTONWOOD ROAD



1002001

## ACKNOWLEDGMENT

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 Kern )

On July 8, 2026 before me, Lesli Hinojosa, Notary Public  
(insert name and title of the officer)

personally appeared Greg Balfanz,  
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.

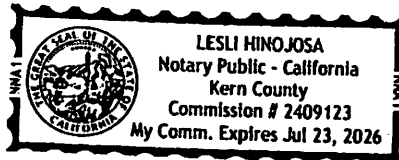
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Lesli Hinojosa*

(Seal)



AVIGATION EASEMENT  
CERTIFICATE OF ACCEPTANCE  
FOR TRACT 7405 PHASE 3

THIS IS TO CERTIFY that the interest in real property conveyed by the **AVIGATION EASEMENT**, dated July 8, 2026, from **Summit Capital Ventures, Inc., a California Corporation, Grantor**, to the **CITY OF BAKERSFIELD**, a Charter City and California municipal Corporation, Grantee, is hereby accepted by the undersigned officer or agent on behalf of the City of Bakersfield, pursuant to authority conferred by the City Council Resolution No. 52-96, adopted on May 8, 1996, as amended and adopted on March 11, 2026, and the Grantee, by its duly authorized officer, consents to recordation thereof.

DATED: 8/13/26

By:   
Phillip Burns  
Development Services Director  
City of Bakersfield