

COUNTY OF KERN

Date: September 2, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Tract Map 6850 Phase 2**

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: 3

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

OR

XX Recording fee included in the amount of \$94.00 (Clerk of the Board Receipt #359987).

Recorder Initial for Receipt of Recording Fee *SA*

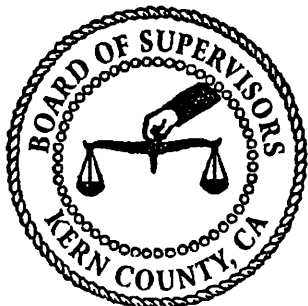
(Indicate reason if different than Clerk of the Board receipt listed above)

By: *Michelle Franzen*

Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: **Tract Map 6850 Phase 2**. I 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 Administrative Officer
Clerk of the Board

By: Michelle Grayson
Deputy Clerk

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

Western Union **WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado** **MONEY ORDER**

Payable at Wells Fargo Bank, Grand Junction - Downtown, N.A., Grand Junction, Colorado

Walmart ***PAY EXACTLY \$94.00 22-132597540

A 743127 D 092626
T 1251 7365
221325975400 L 001624 \$94.00

PAY EXACTLY NINETY-FOUR DOLLARS AND NO CENTS

PAY TO THE ORDER OF Bern County Recorder PAYMENT FOR/ACCT. #

Kevin Stanger PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE
MOBILE DEPOSIT PROHIBITED

⑈102100400⑈ 40221325975400⑈

MONEY ORDER RECEIPT - NON NEGOTIABLE

AGT 743127 LOC 001624 DT 092626 \$94.00 94DOLLARS AND NO CENTS

Payable to:
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Denver, Colorado. For customer service, call 1-844-696-4263.



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

NOTICE Do not cash this Money Order for any person from whom you are not able to recover your payment. Should this item bear any unauthorized signature, be stolen, improperly completed, or altered, issuer will either stop payment hereon or charge back against any endorsement. For customer service, call 1-844-696-4263. Intended for domestic use only. Western Union Money Order and Design is a service mark of Western Union Holdings, Inc.

Warning - do not cash checks without finding true watermark presence of watermark.

**PAY TO THE ORDER OF
THE TREASURER OF KERN COUNTY
FOR DEPOSIT ONLY**

ENDORSE ABOVE THIS LINE
**CLERK OF THE BOARD
KERN COUNTY, CALIFORNIA**



Scan this QR code or visit westernunion.com to submit a Money Order refund request.

SERVICE CHARGE

If this Money Order is not used or cashed (presented for payment) within 1 year (3 years for CA) of the purchase date, there will be a non-refundable Service Charge applied (where permitted by law). The Service Charge will be deducted from the amount shown on this Money Order. Subject to applicable law, the Service Charge is \$1.50 per month (exceptions - CT & PR: \$0; CA \$0.25; MD \$0.40; NJ \$2; TX \$1); MN \$12 annually applied from the purchase date (from 13th month for NJ), not to exceed \$126 or the maximum permitted by law.



COUNTY OF KERN
STATE OF CALIFORNIA

RECEIPT No. A- 359987

REFERENCE No. _____

DATE RECEIVED

9/2

20 26

RECEIVED FROM

Kevin Sinaer

AMOUNT

Nine & 40/100

DOLLARS

\$ 94.00

ON ACCOUNT OF

Tract map 6850 Phase 2

#00-13257540

Recording Fees
Transmitted to Recorder

AMT. OF ACC. \$

AMT. PAID \$

BALANCE DUE \$

94.00

00

HOW
PAID

CASH



CHECK



M.O.



DEPARTMENT - Clerk of the Board

LOCATION

BY: M. J. [Signature]

MAP INFORMATION

Tract Map No. Tract 6850 Phase 2

Title Order No. SMGA-08001047

CONTACT INFORMATION

Engineering Company: Duke Engineering

Contact Person: Ryan Duke or Shawna Ricker

Phone Number: 661-952-7918

Title Company: Placer Title Company

Contact Person: Bob Highsmith

Phone Number: 916-624-8141 ext. 1683

City of Bakersfield

Contact Person: Louis R. Rodriguez

Phone Number: 661-326-3571

August 31st, 2026

Kern County Records Office
1655 Chester Ave.
Bakersfield, CA 93301

Attention: Deputy Recorder

Reference: TR 6850 Phase 2 "Fill-in" Areas

Dear Deputy Recorder:

Please note that we are requesting that record information from the Final Map for Tract 6850 Phase 2 be added to the following documents:

- Restrictive Covenant
- Covenant Relating To Noise Impacts

Additionally, we request that the record information from the Restrictive Covenant be added to the following sheet of the final map for Tract 6850 Phase 2:

- Tract 6850 Phase 2 Sheet 3
- Tract 6850 Phase 2 Sheet 4
- Tract 6850 Phase 2 Sheet 5

Thank you for your attention to this request.

Sincerely,

Louis R. Rodriguez
City of Bakersfield
Development Services – Land Development



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-059**

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 6850 PH2 or PARCEL MAP more fully described below, have been paid:

Description:

CODE AREA 001-071 ATN#386-020-53-00-3 TRACT 6850 PHASE 2 BEING A DIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6850 PHASE 1, RECORDED IN MAP BK 59, PG 84 IN THE NORTH HALF OF THE SOUTH HALF OF FRACTIONAL SECTION 4, T. 29 S., R. 29 E., MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF APPROVED BY THE SURVEYOR GENERAL FEBRUARY 28, 1855.

14.40 ACRES 43 BUILDABLE LOTS
2 LETTERED LOTS
CONSISTING OF 5 SHEETS



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

Supervisory District # 3

Date: July 14, 2026

Received from: KORTA ROBERT PETER

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 July 13, 2026

Received By: Vanessa Shepherd
VANESSA SHEPHERD



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

PROPERTY TAX ESTIMATE

TRACT: 6850 PH2 _____

FISCAL YEAR: 2026-2027 _____

PARCEL MAP: _____

Assessor Parcel Number	Valuation	Tax Amount
386-020-53-00-3 PTN 14.40	745,597	\$8,350.00
Bill# 21-1277815-00-4 due 07/31/26		\$142,012.09
Fiscal Year: 2026- 2027		\$150,362.09

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

By: VANESSA SHEPHERD _____
Taxpayer Services Representative

Deputy: VANESSA SHEPHERD _____

Date: July 01, 2026 _____

Subdivision Guarantee

CLTA Guarantee Form No. 14



Issued by Old Republic National Title Insurance Company

Guarantee Number **SMGA-08001047**

File Number: **P-554719**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company

GUARANTEES

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

Issued through the office of:

Policy Issuer:
PLACER TITLE COMPANY
189 FULWEILER AVENUE
AUBURN, CA 95603
PHONE: (530) 887-2410

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111
www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or 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 prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have 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 Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), 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 shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have 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 shall 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 shall have 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 shall 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 such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall 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 the Guarantee shall terminate.

GUARANTEE CONDITIONS (Continuation)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, 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, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall 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 and memoranda, 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 shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda 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 paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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, shall terminate 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 shall have 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 authorized by the Company up to the time of payment or tender of payment and that the Company is obligated 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 authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of 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 shall have fully performed its obligations with respect to that matter and shall 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 shall have 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 shall not be 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 Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continuation)

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall 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.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or at 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.

SUBDIVISION GUARANTEE SCHEDULE A

Order No.: P-554719
Guarantee No.: SMGA-08001047
Date of Guarantee: August 4, 2026 at 8:00AM
Amount of Liability: \$1,000.00
Premium: \$300.00

1. Name of Assured:

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

2. Subdivision Map Reference:

TRACT 6850 PHASE 2

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

See Exhibit "A" Attached for Legal Description

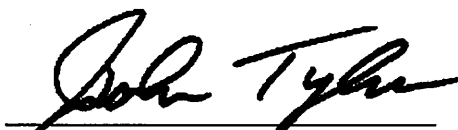
4. ASSURANCES:

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:

Future Value Construction, Inc., a California Corporation

Issued By:

Placer Title Company
9083 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360



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:

The Designated Remainder of Tract 6850 Phase 1, in the City of Bakersfield, County of Kern, State of California, according to the map thereof recorded August 18, 2009 in Book 59, Pages 84, 85, 86 and 87 of Maps, Kern County Records.

EXCEPTING THEREFROM, an undivided one-half interest of an undivided 9.375000% (3/16) interest of all oil, gas, petroleum or other hydrocarbon substances within or underlying said premises, or that may be produced and saved therefrom, TOGETHER WITH, the right to prospect for, mine and remove the same, as reserved by James L. De Pauli, in the Deed recorded May 4, 1944 in Book 1182, Page 189 of Official Records, as Document No. 10591

ALSO EXCEPTING THEREFROM, an undivided one-half interest of an undivided .004208% (5/594ths) interest, of all oil, gas, minerals and other hydrocarbon substances in and under said land, as reserved by C. V. Benz and Florence W. Benz, husband and wife, in the Deed recorded August 11, 1960 in Book 3292, Page 183 of Official Records, as Document No. 46917.

ALSO EXCEPTING THEREFROM, 50%(50%) of all oil, gas and other hydrocarbon substances and minerals, together with the right to enter upon such lands in which said Grantors hold such oil, gas and other hydrocarbon substances and minerals, to explore for such oil, gas, and other hydrocarbon substances and minerals and to lease the same for oil, gas, and other hydrocarbon substances and minerals, and to produce and develop oil, gas, and other hydrocarbon substances and minerals, with all the necessary and convenient activities and facilities in connection therewith, including the right to use water from oil wells drilled by said Grantors for their operations in exploring for, developing and production and shipping oil, gas and other hydrocarbon substances and minerals; provided, however, said Grantors, and each of them, their agents, servants, heirs, executors, administrators, successors, assigns and lessees shall have no right to enter upon the surface or any portion thereof to a depth of 500 feet from the surface in all the property in said Section 4, in which said Grantors hold the oil, gas and other hydrocarbon substances or minerals, except for a drill site the size of which shall not exceed 175 feet by 250 feet to be selected by said Grantors, for each 40 acres of said Section 4; further provided, however, said Grantors, and each of them, their agents, servants, heirs, executors, administrators, successors, assigns and lessees shall, upon any entry provided for herein in, on, under or upon such lands or any part thereof, pay to the owners of the surface thereof all such reasonable damages to growing crops, grass lands, improvements, personal property and livestock as they shall suffer by reason of such entry and/or occupation of such land, or any part thereof, as excepted and reserved in the Deeds Errol H. Clare, et al recorded November 17, 1965 in Book 3893 Pages 78, 99, 122, 145 and 167 all of Official Records, as Document Nos. 63248 through 63252.

ALSO EXCEPTING THEREFROM, an undivided 2.083333% (1/48th) of all oil, gas and other hydrocarbon substances in and under said land; however, the grantor herein relinquishes and surrenders all right to entry on the surface of said land and the sub-surface thereof to a depth of 500 feet for the purpose of drilling, mining, exploring and excavating for all oil, gas and other hydrocarbon substances and minerals in and under said land, as reserved in Deed from Lucy B. Ricks recorded July 25, 1966 in Book 3966, Page 152 of Official Records, as Document No. 39530.

ALSO EXCEPTING THEREFROM, an undivided 6.241584% (1/16th) of all oil, gas and other hydrocarbon

substances in and under said land; however, the grantor herein relinquishes and surrenders all right to entry on the surface of said land and the sub-surface thereof to a depth of 500 feet for the purpose of drilling, mining, exploring and excavating for all oil, gas and other hydrocarbon substances and minerals in and under said land, as reserved in Deed from Florence W. Benz recorded July 25, 1966 in Book 3966, Page 154 of Official Records, as Document No. 39531.

ALSO EXCEPTING THEREFROM an undivided 4.166667% (1/24th) of all oil, gas and other hydrocarbon substances in and under said land; however, the grantor herein relinquishes and surrenders all right to entry on the surface of said land and the sub-surface thereof to a depth of 500 feet for the purpose of drilling, mining, exploring and excavating for all oil, gas and other hydrocarbon substances and minerals in and under said land, as reserved in Deed from Susan Barbara Estribou, Peggy H. Estribou and Audry Webb recorded July 25, 1966 in Book 3966, Page 156 of Official Records, as Document No. 39532.

ALSO EXCEPTING THEREFROM, an undivided 9.375000% (3/16th) interest in all oil gas and other hydrocarbon substances in and under said land, as reserved by Elsie Buchenau, as Executrix of the Will of Hubert J. Buchenau, deceased, in the Deed recorded December 31, 1971 in Book 4616, Page 843, of Official Records, as Document No. 48752. By Quitclaim Deed recorded October 21, 1976 in Book. 4985, Page 1147 of Official Records, as Document No. 32833, Elsie Buchenau, a widow and Elsie Buchenau, as Executrix of the Estate of Hubert J. Buchenau, deceased, as grantor hereby relinquished all right to the use of the surface of the hereinafter described land or any other portion thereof above a depth of 500 feet for the purpose of drilling for or developing all minerals, oil, gas or other hydrocarbon substances within or underlying said land, provided, however, that the grantors, their heirs or assigns, shall have the right to develop such Substances by slant drilling from locations on adjacent lands at depths of more than 500 feet and in such manner as not to disturb the surface of said land for any improvements thereon.

ALSO EXCEPTING THEREFROM, an undivided 18.750000% of all oil, gas and other hydrocarbon substances in and under said land; however, the grantor herein relinquishes and surrenders all right to entry on the surface of said land and the sub-surface thereof to a depth of 500 feet for the purpose of drilling, mining, exploring and excavating for all oil, gas and other hydrocarbon substances and minerals in and under said land, as reserved in Deed from Thomas A. Campbell; Trustee recorded February 7, 1973 in Book 4629, Page 703 of Official Records, as Document No. 08305.

APN: PTN 386-020-53-00-3

EXHIBIT "B" – EXCEPTIONS

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2026-2027, a lien not yet due or payable.

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

1st Installment: \$10,043.73 PAID
2nd Installment: \$10,043.73 PAID
Parcel Number: PTN 386-020-53-00-3
Code Area: 001-071
Land Value: \$1,807,139.00
Imp. Value: \$0.00
Total Value: \$1,807,139.00
Exemption Amount: \$0.00

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The herein described property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2021 and subsequent years, if any. Sale No. 21-1277815-00-4:
Amount to redeem prior to June 1, 2026, \$117,306.69.

Parcel No. 386-020-53-00-03

4. 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.
5. Reservations contained in the patent from the United States of America, recorded June 29, 1889 in (book) 3 of Patents at (page) 262, of Patents, as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and right of way for ditches or canals constructed by authority of the United States".

[Document Link](#)

6. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Agreement", recorded June 17, 1892, Book 3, Page 137, of Agreements.

For: Canals and Ditched.

[Document Link](#)

7. Covenants, conditions and restrictions as contained in the deed from George W. Nickel, JR. a married man, recorded June 30, 1972, Book 4694, Page 643, 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. An easement over said land for Public utilities and incidental purposes, as in favor of Pacific Gas and Electric Company, in deed recorded March 12, 1975, Book 4886, Page 448, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

9. An easement over said land for Water pipelines and incidental purposes, as in favor of Olcese Water District, a California Waste District, in deed recorded August 8, 1975, Book 4908, Page 1456, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

10. An easement over said land for Access Road easement and incidental purposes, as in favor of Tract No. 3808, a subdivision in Kern county, also known as Rio Bravo Condominium Subdivision, in deed recorded October 4, 1976, Book 4982, Page 734, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

11. 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 March 25, 1977, as Book 5016, Page 1045, Official Records.

Contains: Mortgagee protection clause.

Contains: Homeowners association charges, assessments and liens.

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](#)

12. An easement over said land for Public utilities and incidental purposes, as in favor of Pacific Gas and Electric Company, in deed recorded May 1, 1979, Book 5194, Page 955, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

13. An easement over said land for Public utilities and incidental purposes, as in favor of Pacific Gas and Electric Company, in deed recorded May 17, 1979, Book 5198, Page 1493, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

14. An easement over said land for Sanitary sewer pipelines and incidental purposes, as in favor of City of Bakersfield, in deed recorded December 17, 1993, (instrument) 184830 Book 6958, Page 947, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

15. An easement over said land for Public utilities and incidental purposes, as in favor of Pacific Gas and Electric Company, in deed recorded December 8, 2006, (instrument) 0206301843, Official Records.

Affects: as disclosed

No representation is made as to the current ownership of said easement.

[Document Link](#)

16. Oil, Gas and Mineral Lease, by and between Martha Clare Winter ET AL, as Lessor, and Longbow, LLC, a Nevada corporation, as Lessee, and on the terms and conditions contained therein, recorded June 6, 2008, June 30, 2008, November 17, 2009, May 21, 2009, June 5, 2009 and July 14, 2009 as (instrument) 0208090582 through 0208090599, 0208103849 through 0208103851, 0209179008 through 0209179009, 0209074230 through 0209074236, 0209082049 and 0209101609 Official Records.

[Document Link](#)

17. Declaration of Pooling, by and between Longbow, LLC. Rio Bravo Unit, on the terms and conditions contained therein, recorded December 10, 2008, as (instrument) 0209181229 and 0209181230, Official Records.

[Document Link](#)

[Document Link](#)

18. The terms, conditions, provisions, easements and stipulations as contained in the agreement entitled "Covenant Disclosing Inclusion in Maintenance District", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded June 11, 2009, (instrument) 0209085165, Official Records.

[Document Link](#)

19. The terms, conditions, provisions, easements and stipulations as contained in the agreement entitled "Covenant of Easement Temporary Flowage and Drainage", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121104, Official Records.
[Document Link](#)
20. The terms, conditions, provisions, easements and stipulations as contained in the agreement entitled "Covenant of Easement Temporary Turnaround", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121105, Official Records.
[Document Link](#)
21. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Covenant Relating to Access to Old Alfred Harrell Highway", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121106, Official Records.
[Document Link](#)
22. The terms, conditions, provisions, easements and stipulations as contained in the agreement entitled "Covenant Relating to Noise Impact", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121108, Official Records.
[Document Link](#)
23. The terms, conditions, provisions, easements and stipulations as contained in the agreement entitled "Covenant Relating to Access to Ming Road", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121109, Official Records.
[Document Link](#)
24. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Covenant Relating to Certificate of Occupancy", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded August 18, 2009, (instrument) 0209121110, Official Records.
[Document Link](#)
25. Provisions and conditions set forth in the "NOTES" of the following map:
Map: Tract 6850 Phase 1
Temporary turnaround over a portion of the Remainder as shown.
Reference is made to a copy of said map for further particulars.
[Document Link](#)
26. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Quitclaim Deed and Authorization for Underground Water Rights", by and between CAVU/ROCK Properties Project I, LLC, a Texas Limited Liability Company, recorded April 12, 2010, (instrument) 0210047617, Official Records.
[Document Link](#)
27. 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 13, 2010, as (instrument) 0210171872, Official Records.

Contains: Mortgagee protection clause.

Contains: Homeowners association charges, assessments and liens.

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](#)

28. Deed of Trust to secure an indebtedness of \$2,600,000.00, dated September 7, 2021, recorded September 10, 2021, (instrument) 221171707, Official Records.

Trustor: Future Value Construction, Inc., a California corporation

Trustee: North American Title Insurance Company

Beneficiary: Robert Korda, Trustee of the Survivors Trust created under the Robert and Rosina Korda Living trust dated August 28, 2002

Loan No.: n/s

[Document Link](#)

Notice of Default under the terms of said Deed of Trust, recorded April 7, 2026, (instrument) 226038533, Official Records.

[Document Link](#)

Privacy Notice

Last Updated and Effective Date: December 1, 2024

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 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.

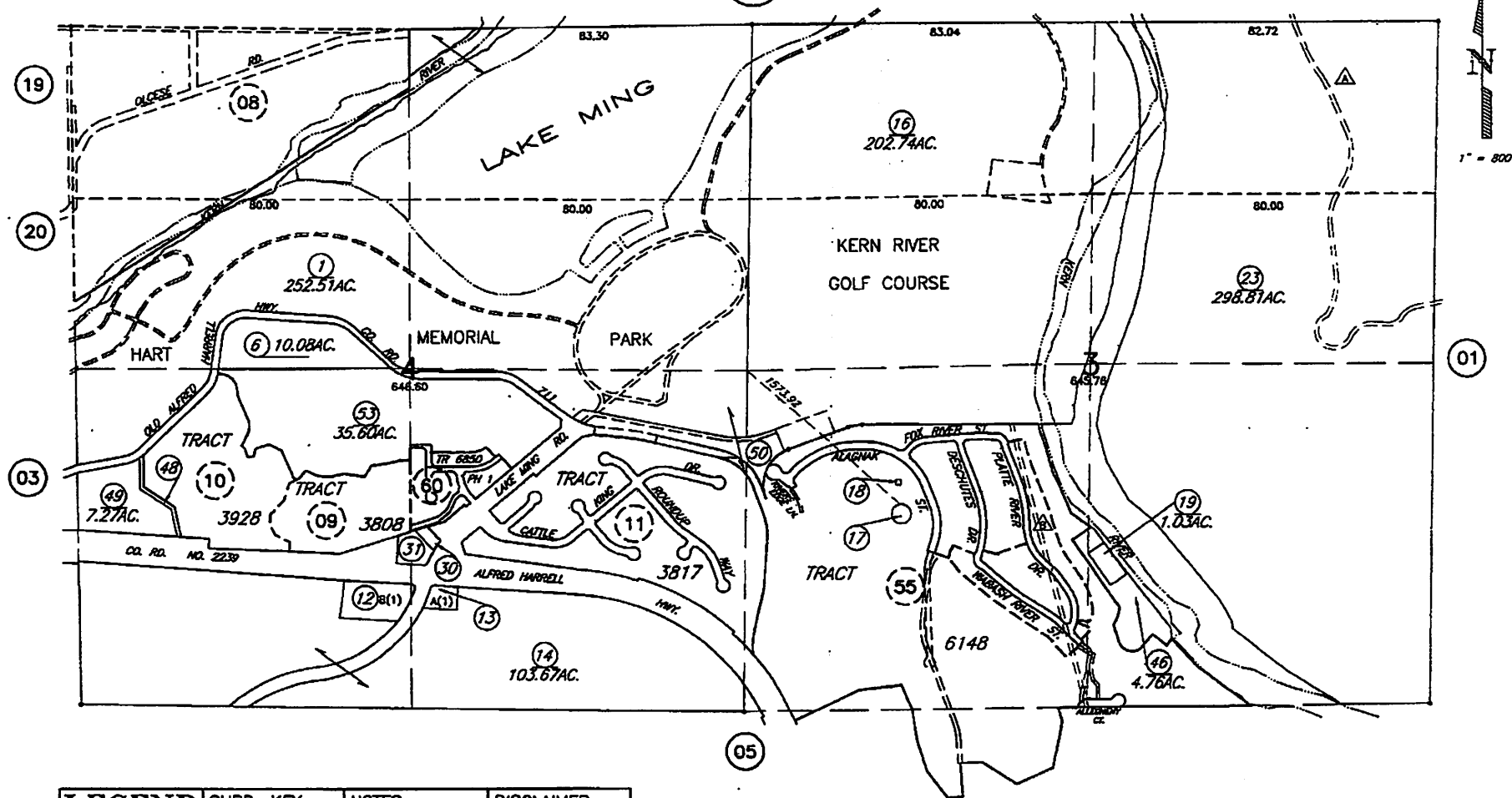
Changes to our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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 or at 1-877-626-0668

BK.
093

LEGEND	SUBD. KEY	NOTES	DISCLAIMER
REVISED November 9, 2006	REF. SUBD. A. PM 6099 B. PM 6100	△=Oldese Rd., Abnd. Deed 4000-0117. B=Vacated, 12/4/79 Deed 5278-0876.	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purpose of zoning or subdivision law.
JURISDICTION CITY OF BAKERSFIELD & VICINITY	(LOT DESIGNATIONS IN PARENTHESES)		

ASSESSORS MAP NO. 386-02
COUNTY OF KERN

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

When Recorded Mail To:

City of Bakersfield
City Clerk's Office
1501 Truxtun Avenue
Bakersfield, CA

Tract. No. 6850 Phase 2
APN: 386-020-53-00-3

CITY OF BAKERSFIELD
Bakersfield, California

COVENANT RELATING TO NOISE IMPACTS

THIS COVENANT is executed this 17th day of August, 2026 by Future Value Construction, Inc., a California corporation (hereinafter "Owner") in connection with the recordation of the final map on the real property which is the subject of Tract No. 6850 Phase 2 located in the City of Bakersfield, California.

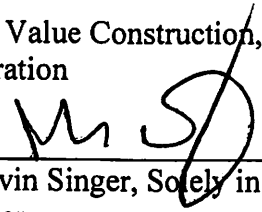
BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER SHALL BE DEEMED TO ACKNOWLEDGE AND UNDERSTAND THAT BOAT RACES AND RELATED ACTIVITIES ARE HELD ON OR UNDERTAKEN AT MING LAKE, AND THAT THE RESULTING NOISE COULD HAVE A SUBSTANTIAL IMPACT UPON THAT LOT AND THE NOISE LEVEL THEREON.

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 to 43 of Tract Map No. 6850, Phase 2, being a portion of Section 4, Township 29 South, Range 29 East, M.D.M. & M, City of Bakersfield, County of Kern, State of California, as per the map recorded on August _____, 2026 in Book _____ of Maps, Page _____ in the Office of the County Recorder of said County.

Future Value Construction, Inc., a California
Corporation

By: 
Kevin Singer, Solely in his capacity as
Receiver

CITY OF BAKERSFIELD


Phillip Burns
Development Services Director

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 truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

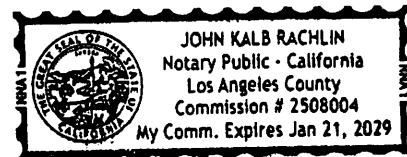
On August 17, 2026 before me, John Kalb Rachlin, a Notary Public, personally appeared Kevin Singer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)



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

THIS SPACE FOR RECORDER'S USE ONLY

10081

No recording fee required: exempt 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)

Lots 1-43 of Tract Map No. 6850, Phase 2

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is entered into this 4th day of August, 2026, by Kevin Singer, solely in his capacity as the court appointed Receiver in Kern County Superior Court case 26CUB01495, on behalf of Future Value Construction, Inc., a California corporation authorized to do business in California, (herein "Owner"), as Owner of that certain real property known as Tract number 6850, Phase 2 located in Section 4, Township 29S, Range 29E, M.D.M the City of Bakersfield, California, County of Kern, State of California.

Owner has agreed to the recording of this restrictive covenant, on the following described real property, to satisfy conditions in connection with the recording of Tract Map 6850, Phase 2 (the "SUBJECT PROPERTY"):

Lots 1- 43 of Tract Map No. 6850, Phase 2, being a portion of Section 4, Township 29 South, Range 29 East, M.D.M., City of Bakersfield, County of Kern, State of California, as per the map recorded on August _____, 2026 in Book _____ Page _____ in the Office of the County Recorder of said County,

THE SUBJECT PROPERTY SHALL NOT BE OCCUPIED, DEVELOPED, IMPROVED, NOR SHALL ANY PERMITS FOR GRADING, DEVELOPMENT, OR CONSTRUCTION OF ANY IMPROVEMENTS OF ANY LAND WITHIN THE SUBJECT PROPERTY BE ISSUED UNTIL SAID CONDITIONS DESCRIBED BELOW HAVE BEEN COMPLETED, AND ACCEPTED BY, AND THIS RESTRICTIVE COVENANT HAS BEEN ACTIVELY REMOVED BY THE CITY OF BAKERSFIELD.

Well Abandonment. Owner has agreed and must appropriately abandon two wells within Tract Map 6850, Phase 2 as follows:

Well 1: The Kern Valley Olcese Well 1, located in Sec. 4, T29S/R29E M.D.M ("Well") was previously abandoned on the Subject Property in 1940; however, the abandonment does not meet current standards. OWNER is responsible for any remedial operations on the Well as required by California

Geologic Energy Management ("CALGEM"), previously known as Department of Conservation's Division of Oil, Gas, and Geothermal Resources ("DOGGR") and is subject to the provisions of BMC Section 15.66.080. **Thus**, prior to the removal of this restrictive covenant, OWNER shall provide written proof that the well has been plugged and abandoned in accordance with safety standards and to the satisfaction of the City of Bakersfield and state environmental regulations. CITY will not release the restrictive covenant, and OWNER may not obtain any permits, make any improvements to, or transfer title to said property to anyone without written permission from the City of Bakersfield Planning Department until the land is in an acceptable condition.

Well 2: Owner is responsible for the proper abandonment and for any remedial operation as required by Environmental Health Division of Kern County Public Health and any other agencies who have governing authority over the proper abandonment procedures of the Water Well shown on page 3 of the tract map ad located in the future Lux Lane just east of Roaring Fork Street within Tract No. 6850, Phase 2. **Thus**, prior to the removal of this restrictive covenant, OWNER shall provide written proof that the well has been plugged in and abandoned in accordance with safety standards and to the satisfaction of the City of Bakersfield, County of Kern, and state environmental regulations. CITY will not release the covenant, and OWNER may not obtain any permits, make any improvements to, or transfer title to said property without written permission from the City of Bakersfield Planning Department, until the land is in an acceptable condition.

This covenant shall not be amended or modified without prior written approval of the City of Bakersfield.

This covenant shall run with the land, shall remain in full force and effect, and shall bind the property and all Owner(s) and all his/her/their assigns or successors-in-interest until such time as a release has been recorded by the City Of Bakersfield with the Kern County Recorder.

Future Value Construction, Inc.,
a California Corporation

CITY OF BAKERSFIELD



Kevin Singer
Solely in his capacity as Receiver



Phillip Burns – Development Services Director

****ALL SIGNATURES MUST BE NOTARIZED****

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Los Angeles)On August 4, 2026 before me, _____John Kalb Rachlin

Here Insert Name and Title of the Officer

personally appeared _____

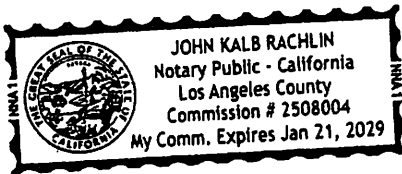
KEVIN SINGER

Name(s) of Signer(s)

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 _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Restrictive Covenant

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☒ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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: **386-020-53**

THIS SPACE FOR RECORDER'S USE ONLY

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

10099

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, CA

COVENANT RELATING TO REMOVAL OF GROUNDWATER UPON SUBDIVISION

THIS COVENANT is executed on this 9th day of June, 2026 by Future Valley Construction, Inc., a California corporation, (herein "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.

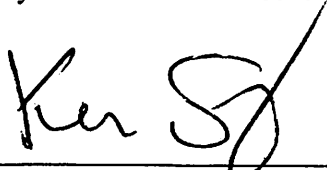
The owner/s of the real property herein described shall be prohibited from the pumping and taking of groundwater from the property of any use off the property; provided, however, such pumping and taking may be carried out by the authorized urban water purveyor which provides water service to the subdivided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

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: City of Bakersfield, County of Kern, State of California
TRACT 6850, PHASE 2, BEING A DIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6850 PHASE 1, RECORDED IN MAP BK 59, PG 84 IN THE NORTH HALF OF THE SOUTH HALF OF FRACTIONAL SECTION 4, T. 29 S., R. 29 E., MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF APPROVED BY THE SURVEYOR GENERAL FEBRUARY 28, 1855.

Property Owner as Shown Above

CITY OF BAKERSFIELD


Property Owner Name Kevin Singer
Title Superior Court Receiver

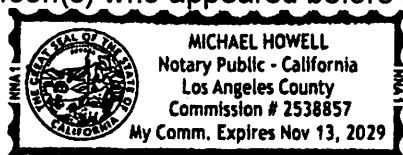

Phillip Burns
Development Services Director

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th
day of June, 2026, by Michael Howell

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Michael Howell

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: 386-020-53

THIS SPACE FOR RECORDER'S USE ONLY

10097

No recording fee required: exempt 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)

TRACK 6850 PHASE 2

CITY OF BAKERSFIELD
Bakersfield, CA

COVENANT RELATING TO ISSUANCE
OF CERTIFICATE OF OCCUPANCY

THIS COVENANT is executed on this 9th day of June, 2026, by Future Valley Construction Inc., herein
"Owner" in connection with the recordation of the final map on the real property which is the subject of
Tract 6850 Phase 2, 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.

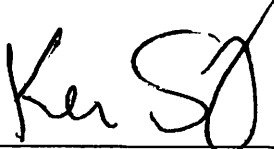
This covenant may not be amended or modified without prior approval of the City of Bakersfield.
This covenant shall run with the land.

Property description: _____ City of Bakersfield, County of Kern, State of California

TRACT 6850, PHASE 2, BEING A DIVISION OF A PORTION OF THE DESIGNATED REMAINDER OF TRACT 6850 PHASE 1, RECORDED IN MAP BK 59, PG 84 IN THE NORTH
HALF OF THE SOUTH HALF OF FRACTIONAL SECTION 4, T. 29 S., R. 29 E., MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA,
ACCORDING TO THE OFFICIAL PLAT THEREOF APPROVED BY THE SURVEYOR GENERAL FEBRUARY 28, 1855.

Property Owner as Shown Above

CITY OF BAKERSFIELD


Property Owner Name Kevin Singer
Title Superior Court Recorder


Phillip Burns
Development Services Director

****ALL SIGNATURES MUST BE NOTARIZED****

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th
day of June, 2026, by Michael Howell

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in dark ink, appearing to read 'Michael Howell', written over a horizontal line.