

COUNTY OF KERN

Date: August 28, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Tract Map 7408 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: 4

Recording fee in the amount of \$ 0.00 has been posted to your accounts receivable

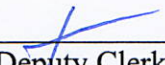
OR

XX Recording fee included in the amount of \$91.00 (Clerk of the Board Receipt #359986)

**Recorder Initial for Receipt of Recording Fee**

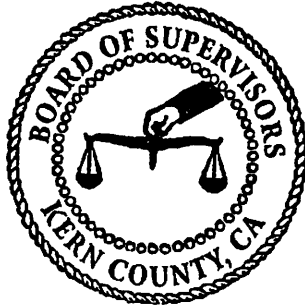
(Indicate reason if different than Clerk of the Board receipt listed above)

By:

  
Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: **Tract Map 7408 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

WARNING! THIS DOCUMENT HAS A VOID PANTOGRAPH. DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A PINK LOCK ICON THAT FADES WITH HEAT.

ENCANTO GARDENS IV, LLC

P.O. BOX 11358  
BAKERSFIELD, CA 93389

TRI COUNTIES BANK

90-3504/1211

001187

5/7/2026

PAY TO THE  
ORDER OF

County of Kern

\$ \*\*91.00

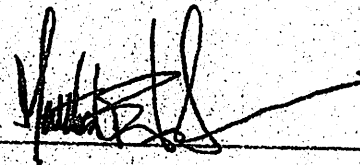
Ninety-One and 00/100\*\*\*\*\*

DOLLARS

County of Kern

MEMO

T7408 Phase 3 - Recordation Fee



MP



⑈001187⑈ ⑆121135045⑆

105206276⑈



COUNTY OF KERN  
STATE OF CALIFORNIA

RECEIPT No. A- 359986

REFERENCE No.

DATE RECEIVED

August 28, 20 26

RECEIVED FROM

Encanto Gardens IV, LLC

AMOUNT

Ninety-One dollars and 00/100

DOLLARS

\$ 91.00

ON ACCOUNT OF

Tract Map 7408 PH 3

Check # 001187

Transmitted to Recorder

AMT. OF ACC. \$

AMT. PAID \$

BALANCE DUE \$

91.00

0.00

HOW  
PAID

CASH



CHECK



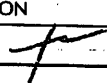
M.O.



DEPARTMENT - Clerk of the Board

LOCATION

BY





**Jordan Kaufman**  
Treasurer and Tax Collector

**Chase Nunneley**  
Assistant Treasurer and Tax Collector

## TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-057**

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 7408 PH3 or PARCEL MAP more fully described below, have been paid:

**Description:**

CODE AREA 001-343 ATN# 535-010-64-00-8 TRACT NO. 7408 PHASE 3 CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD BEING A REMAINDER PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 22-0092 PER CERTIFICATE OF COMPLIANCE FILED FOR RECORD APRIL 25, 2024 AS DOCUMENT NO. 224047856 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 87 RESIDENTIAL LOTS, 1 LANDSCAPE LOT & 1 PARK LOT - 14.91 GROSS ACRES



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

Supervisory District # 4

Date: July 07, 2026

Received from: ENCANTO GARDENS IV LLC

**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 7, 2026

Received By: Vanessa Shepherd  
VANESSA SHEPHERD



**Jordan Kaufman**  
Treasurer and Tax Collector

**Chase Nunneley**  
Assistant Treasurer and Tax Collector

## PROPERTY TAX ESTIMATE

TRACT: 7408 PH3 \_\_\_\_\_

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

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

| Assessor Parcel Number         | Valuation | Tax Amount         |
|--------------------------------|-----------|--------------------|
| 535-010-64-00-8                | 938,039   | \$11,000.00        |
|                                |           |                    |
|                                |           |                    |
|                                |           |                    |
|                                |           |                    |
|                                |           |                    |
|                                |           |                    |
| <b>Fiscal Year: 2026- 2027</b> |           | <b>\$11,000.00</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 27, 2026

Vanessa Shepherd

By: VANESSA SHEPHERD  
Taxpayer Services Representative

# CLTA SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**FTKE-TO24000104**

## CLTA Guarantee Face Page

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,

### CHICAGO TITLE INSURANCE COMPANY,

a Florida corporation (the "Company")

### GUARANTEES

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.

**Ticor Title Company**  
10000 Stockdale Hwy, Suite 101  
Bakersfield, CA 93311

Countersigned By:

Tasha Thompson  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

CLTA Guarantee Face Page (02-06-25)

## ISSUING OFFICE:

Title Officer: Mark Encinas  
Ticor Title Company  
10000 Stockdale Hwy, Suite 101  
Bakersfield, CA 93311  
Phone: 9168537600  
Main Phone: (661)847-7000  
Email: Mark.Encinas@titlegroup.fntg.com

## SCHEDULE A

| Amount of Liability | Fee      | Title Officer |
|---------------------|----------|---------------|
| \$5,000.00          | \$380.00 | Mark Encinas  |

Date of Guarantee: July 6, 2026 at 12:00 AM

1. The Assured is: City of Bakersfield and the County of Kern
2. Subdivision Map Reference: Tract 7408 Phase 3
3. The map referenced above recites that it is a subdivision of the following described Land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## 4. ASSURANCES:

According to the Public Records as of the Date of Guarantee:

Those parties having an interest in the Land required to execute the final map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) are:

Nature of Interest: A Fee

- 1.) Encanto Gardens IV, a Delaware limited liability company, as OWNER
- 2.) Lennar Homes of California, LLC, a California limited liability company, as lienholder
- 3.) Public in General, as easement holder
- 4.) Kern County Land Company, a California Corporation, as easement holder
- 5.) James S. Ulmer, Successor Trustee, of the Patricia Ann Schreiner 2005 Separate Property Trust, as to an undivided 8/24th interest; Harold A. Johnsen, as to an undivided 2/24th interest and Harold Johnsen, as to an undivided 6/24th interest; Michael Gene Lorenzi and Rosa Georgina Lorenzi, Trustees of the Michael Gene Lorenzi and Rosa Georgina Lorenzi 2014 Revocable Trust, as to an undivided 4/24th interest and Edward B. Piper, also known as Tedd B. Piper and Susan C. Piper, Trustees of the Piper Family Trust dated 11/23/2005, as to an undivided 4/24th interest, as easement holder

END OF SCHEDULE A

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 535-010-01-00, 535-010-03-00 and 535-010-04-00**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 22-0092 AS PER CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2024 AS DOCUMENT NO. 224047856 OF OFFICIAL RECORDS, BEING AN ADJUSTMENT OF LOTS 7, 8, 9 AND 10 OF SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY, FILED AUGUST 27, 1892, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 26 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, THE LEGAL DESCRIPTIONS OF WHICH ARE HEREBY INCORPORATED BY REFERENCE HERETO AS THOUGH FULLY SET FORTH HEREIN.

EXCEPTING THEREFROM lots 7 and 8, 1/2 part of all petroleum oil, natural gas, asphaltum and other hydrocarbon substances, upon, within or under said land as reserved by Kern County Land Company, a California Corporation, in Deed recorded July 15, 10 1938, in Book 806, Page 163 of Official Records.

ALSO EXCEPTING THEREFROM lot 9, an undivided 1/2 of 1% of all oil, gas or other hydrocarbon substances within or underlying said land as conveyed to Lester E. Causey and Paul Pennoyer by deed recorded January 8, 1938, in Book 756, Page 488 of Official Records

ALSO EXCEPTING THEREFROM lot 9, an undivided 49-3/4% of all oil, gas or other hydrocarbon substances within or underlying said land, as reserved by Nellie Pitt, a widow, in Deed recorded February 11, 1948 in Book 1510, Page 5 of Official Records.

Also EXCEPTING THEREFROM lots 7, 8, 9 and 10, all oil, gas or other hydrocarbon substances within or underlying said land, without the right of surface entry, as excepted in the deed from James S. Ulmer, Successor Trustee, of the Patricia Ann Schreiner 2005 Separate Property Trust, as to an undivided 8/24th interest; Harold A. Johnsen, as to an undivided 2/24th interest and Harold Johnsen, as to an undivided 6/24th interest; Michael Gene Lorenzi and Rosa Georgina Lorenzi, Trustees of the Michael Gene Lorenzi and Rosa Georgina Lorenzi 2014 Revocable Trust, as to an undivided 4/24th interest and Edward B. Piper, also known as Tedd B. Piper and Susan C. Piper, Trustees of the Piper Family Trust dated 11/23/2005, as to an undivided 4/24th interest in Deed recorded March 15, 2024 as Document No. 224029172 and the Quitclaim Deed (Surface Entry) recorded March 24, 2024 as Document No. 224029173, both of Official Records.

**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.

(continued)

- 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.

(continued)

**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:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**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 Two Million and No/100 Dollars (\$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 Two Million and No/100 Dollars (\$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.alta.org/arbitration](http://www.alta.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.*

**END OF CONDITIONS**

CLTA Guarantee Exclusions and Conditions (02-06-25)

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

City Clerk  
1600 Truxtun Ave.  
Bakersfield, CA 93301

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor(s) declare(s) that the  
Documentary Transfer Tax is \$0 Grantee is Exempt  
Gov't Agency (R&T Code 11922)

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

10074

Tract No. 7408 Phase 3

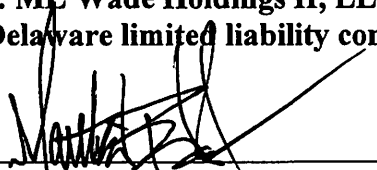
### COVENANT DISCLOSING DRILL SITE LOCATION

**THIS COVENANT** is executed on this 13 day of May, 2026,  
by, **Encanto Gardens IV, LLC, a Delaware limited liability company** (hereinafter "Owner/s")  
in connection with the recordation of the final map of the real property which is the subject of  
Tract No. 7408 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 and shall run with the  
land. The real property herein described has a designated Drill Site located, offsite at Tract  
7415.

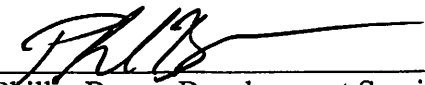
#### Property Description:

The Drill Site is located within Lot A of Tract No. 7415 Phase 3, being a portion of Parcel D of  
Lot Line Adjustment No. 22-0092 per certificate of compliance filed for record April 25, 2024 as  
Document No. 224047856 of official records, in the office of the Kern County Recorder; also,  
being a portion of the northwest quarter of Section 24, T.30.S., R. 26.E., M.D.M., City of  
Bakersfield, County of Kern, State of California.

**Encanto Gardens IV, LLC,**  
**A Delaware limited liability company**  
**By: ML Wade Holdings II, LLC**  
**a Delaware limited liability company, Its Manager**

  
Matthew P. Wade, CEO

**City of Bakersfield**

  
Phillip Burns, Development Services Director

# CALIFORNIA ALL PURPOSE 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 05/13/2020 before me, A. Seymour Notary Public,

Date

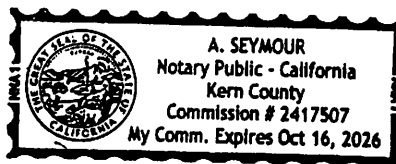
(here insert name and title of the officer)

personally appeared Matthew P. Nade

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Conf. Drillsite location. Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

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

City Clerk  
1600 Truxtun Ave.  
Bakersfield, CA 93301

TRACT MAP 7408-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

10075

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

The undersigned Grantor(s) declare(s) that the  
Documentary Transfer Tax is \$0 Grantee is Exempt  
Gov't Agency (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

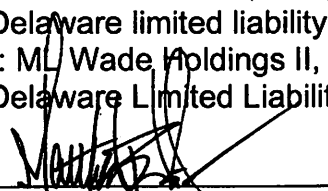
**COVENANT DISCLOSING FUTURE PARK**

**THIS COVENANT** is executed on this 13 day of May, 2026,  
by **Encanto Gardens IV, LLC, a Delaware limited liability company** (hereinafter  
"Owner/s") in connection with the recordation of the tract map of the real property which  
is the subject to future park accessible by public streets and within portion of Tract 7408  
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 real  
property herein described is located in near proximity of a park and may cause the  
potential of light, glare, and noise disturbances associated with its operations.

Property Description:

Lot A of Tract 7408 Phase 3, being a portion of Parcel B of Lot Line Adjustment No. 22-  
0092 per certificate of compliance filed for record April 25, 2024 as Document No.  
224047856 of official records, in the office of the Kern County Recorder; also, being a  
portion of the northwest quarter of Section 24, T30S, R26E, M.D.M., in the City of  
Bakersfield, County of Kern, State of California.

Encanto Gardens IV, LLC,  
a Delaware limited liability company  
By: ML Wade Holdings II, LLC  
a Delaware Limited Liability Company

  
Matthew P. Wade  
CEO

City of Bakersfield

  
Phillip Burns  
Development Services Director

# CALIFORNIA ALL PURPOSE 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 05/13/2020 before me, A. Seymour Notary  
Public,

Date

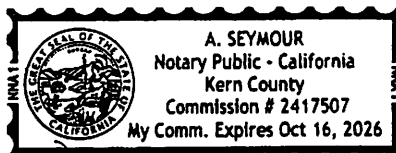
(here insert name and title of the officer)

personally appeared MARTIN P. WADL

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Quit Future Park

Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

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

City Clerk  
1600 Truxtun Ave.  
Bakersfield, CA 93301

TRACT MAP 7408-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

10076

The undersigned Grantor(s) declare(s) that the  
Documentary Transfer Tax is \$0 Grantee is Exempt  
Gov't Agency (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

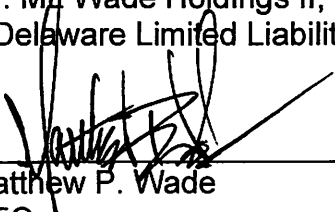
**COVENANT DISCLOSING SHARED DRIVEWAY ACCESS**

**THIS COVENANT** is executed on this 13 day of May, 2026,  
by **Encanto Gardens IV, LLC, a Delaware limited liability company** (hereinafter  
"Owner/s") in connection with the recordation of the tract map of the real property which  
is subject to shared driveway access for each residential lot described in Tract 7408  
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 real  
property herein described consist of shared common access and parking easements for  
each residential lot cluster.

Property Description:

Lots 1 through 87 of Tract Map No. 7408 Phase 3, being a portion of Section 24,  
T.30S., R.26E., M.D.M., City of Bakersfield, County of Kern, State of California.

Encanto Gardens IV, LLC,  
a Delaware limited liability company  
By: **Matthew Wade Holdings II, LLC**  
a Delaware Limited Liability Company

  
Matthew P. Wade  
CEO

City of Bakersfield

  
Phillip Burns  
Development Services Director

# CALIFORNIA ALL PURPOSE 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 15/13/2026 before me, A. Seymour Notary  
Public,

Date: \_\_\_\_\_

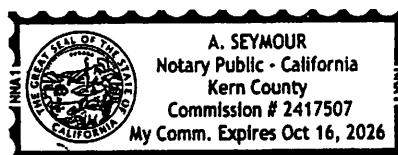
(here insert name and title of the officer)

personally appeared Matthew P. Wade

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Ant-Shoreline Driveway Access Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

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 3-121

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

THIS SPACE FOR RECORDER'S USE ONLY

10077

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 portion of Parcel B of Lot Line Adjustment No.22-0092 per certificate of compliance filed for record April 25, 2024 as document No. 224047856 of official records, in the office of the Kern County Recorder; Also, being a portion of the northwest quarter of Section 24, T30S, R26E, M.D.M., in the City of Bakersfield, County of Kern, State of California.**

**Map or Project Number: Tract 7408 Phase 3**

**APN(s): 535-010-60-00-6**

#### COVENANT DISCLOSING INCLUSION IN MAINTENANCE DISTRICT

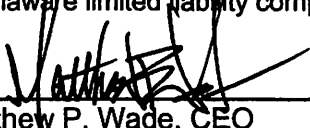
THIS COVENANT is executed on July 14<sup>th</sup>, 2026 by **Encanto Gardens IV, LLC, a Delaware limited liability company**, in Bakersfield, herein after referred to as ("Owner"), in connection with the Consolidated Maintenance District, located in the City of Bakersfield, CA.

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: July 14, 2026

Encanto Gardens IV, LLC,  
a Delaware limited liability company  
By: ML Wade Holdings II, LLC  
a Delaware limited liability company, Its Manager

  
Matthew P. Wade, CEO

City of Bakersfield

  
Phillip Burris, Development Services Director

NOTE: All owner(s)/developer(s) signatures must be notarized.

# CALIFORNIA ALL PURPOSE 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 14, 2016 before me, Lori Hair Notary Public,

Date

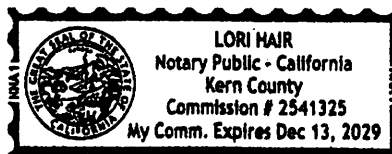
(here insert name and title of the officer)

personally appeared Matthew P. Wade

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: Lori Hair (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

## 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]

**OFFICIAL ASSESSMENT BALLOT**

Property Owner: **Encanto Gardens IV, a Delaware limited liability company**

Property description 535-010-60-00-6

(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 includes the above described  
property within the Consolidated Maintenance  
District and levy an assessment not to exceed  
the amount set forth above?

☒ Yes

☐ No

**Encanto Gardens IV, LLC,  
a Delaware limited liability company  
By: ML Wade Holdings II, LLC  
a Delaware limited liability company, Its Manager**

Owner Signature: \_\_\_\_\_

Title (if representing owner): Matthew P. Wade, CEO

Date: \_\_\_\_\_

July 14, 2020

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

CITY OF BAKERSFIELD  
City Clerk  
1600 Truxtun Ave.  
Bakersfield, CA 93301

Tract Map No. 7408 Phase 3

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

10073

The undersigned Grantor(s) declare(s) that the  
Documentary Transfer Tax is \$0 Grantee is Exempt  
Gov't Agency (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 on this 13 day of May, 2026, by  
**Encanto Gardens IV, LLC, a Delaware limited liability company** (hereinafter "Owner/s") in  
connection with the recordation of the final map on the real property which is the subject of that portion  
of Tract Map No. 7408, located in the City of Bakersfield, California.

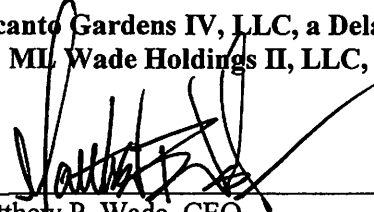
**No Certificate of Occupancy will be issued for any lot until all required improvements have been  
completed by the subdivider and accepted or approved by the City Engineer.**

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 87 of Tract Map No. 7408 Phase 3, being a portion of Section 24,  
T.30S., R.26E., M.D.M., City of Bakersfield, County of Kern, State of California.

**Encanto Gardens IV, LLC, a Delaware limited liability company**

**By: ML Wade Holdings II, LLC, a Delaware limited liability company, Its Manager**

  
Matthew P. Wade, CEO

*City of Bakersfield*

  
Phillip Burns, Development Services Director

# CALIFORNIA ALL PURPOSE 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 11/13/2026 before me, A. Seymour Notary  
Public,

Date

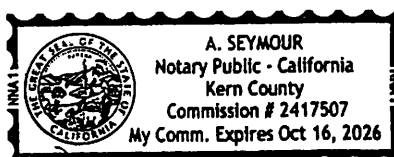
(here insert name and title of the officer)

personally appeared Matthew P. Wall

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] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: DMV Cert of Occupancy Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_