

COUNTY OF KERN

Date: October 8, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Parcel Map No 12135 PH 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)

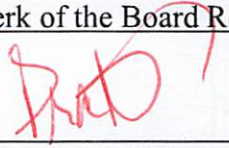
XX Subdivision Guarantee

Supervisory District Number: 4

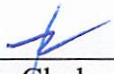
XX Recording fee in the amount of \$ 0 has been posted to your accounts receivable

OR

Recording fee included in the amount of \$85.00 (Clerk of the Board Receipt #359991)

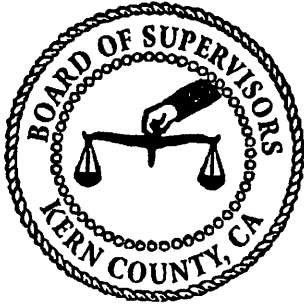
Recorder Initial for Receipt of Recording Fee 
(Indicate reason if different than Clerk of the Board receipt listed above)

By:


Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: **Parcel Map No 12135 PH 2** 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



COUNTY OF KERN
STATE OF CALIFORNIA

RECEIPT No. A- 359991

REFERENCE No. _____ DATE RECEIVED 10/8/16 20 16
RECEIVED FROM Porter & Associates
AMOUNT Eighty-five dollars and 00/100 DOLLARS \$ 85.00
ON ACCOUNT OF Parcel Map 12135 PH2 Transmitted & Received
CH 4326

AMT. OF ACC. \$		HOW PAID	CASH ☐	DEPARTMENT - Clerk of the Board
AMT. PAID \$	<u>85.00</u>	CHECK ☒		LOCATION
BALANCE DUE \$	<u>0</u>	M.O. ☐		BY <u>/</u>

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER



PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
4733 Centennial Plaza Way, Suite A Bakersfield, CA 93312
661.327.0362

COMMUNITY WEST BANK

4338

90-3772/1211

9/4/2026

PAY TO THE ORDER OF County of Kern \$ **85.00

Eighty-Five and 00/100 ***** DOLLARS

County of Kern

MEMO

Job 2642TA PM 12135 Ph 2 Recording



Bruce J. Castellon

⑈004338⑈ ⑆121137726⑆ 30080874⑈



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-049**

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 or PARCEL MAP 12135 PH2 more fully described below, have been paid:

Description:

CODE AREA 001-343, ATN#524-280-10-00-0 PARCEL MAP NO. 12135 PHASE 2 CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD BEING A DIVISION OF A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11838-3 RECORDED JANUARY 20, 2015 IN BOOK 59 OF PARCEL MAPS AT PAGE 190 IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA

5.09 ACRES (GROSS)

1 PARCEL



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: May 18, 2026

Received from: BOLTHOUSE LAND COMPANY 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 May 18, 2026

Received By: Vanessa Shepherd
VANESSA SHEPHERD



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

PROPERTY TAX ESTIMATE

TRACT: _____

FISCAL YEAR: 2026-2027

PARCEL MAP: 12135 PH2

Assessor Parcel Number	Valuation	Tax Amount
524-280-10-00-0	62,528	\$4,100.00
Fiscal Year: 2026- 2027		\$4,100.00

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 15, 2026

By: VANESSA SHEPHERD
Taxpayer Services Representative

CLTA PARCEL MAP

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FTKE-3012600888

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a 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.

Ticor Title Company
2540 W. Shaw Lane, Suite 112
Fresno, CA 93711

Countersigned By:

Tasha Thompson
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Erica Madrigal
Ticor Title Company
2540 W. Shaw Lane, Suite 112
Fresno, CA 93711
Phone: (559)492-4228 Fax: (559)261-8960
Main Phone: (559)261-8951
Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$1,000.00	\$350.00	Erica Madrigal

Date of Guarantee: August 31, 2026 at 12:00 AM

1. Name of Assured: City of Bakersfield
2. Parcel Map Reference: Parcel Map No. 12135 phase 2
3. The estate or interest in the Land that is the subject of this Guarantee is:
A Fee
4. The Land included within the boundaries of the Parcel Map referred to in this Guarantee is described as follows:

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

5. ASSURANCES:

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

- (a) Title to said estate or interest in the Land is vested in:

Bolthouse Land Company, LLC, a California limited liability company, as fee title owner

- (b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in Schedule B, which are not necessarily shown in the order of their priority.
- (c) Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 524-280-10-00

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 3 AS SHOWN UPON THAT CERTAIN PARCEL MAP NO. 11838, PHASE 3, FILED FOR RECORD JANUARY 20, 2015 IN BOOK 59 OF MAPS, AT PAGE 190, KERN COUNTY RECORDS.

EXCEPT THAT PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF PARCEL MAP NO. 12135, PHASE 1 AS RECORDED SEPTEMBER 29, 2015 IN BOOK 60, PAGES 46 AND 47 OF PARCEL MAPS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS, AND ALL OTHER MINERALS OF WHATEVER KIND OR CHARACTER (ALL HEREIN COLLECTIVELY CALLED "MINERALS"), WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED (IT BEING INTENDED THAT THE WORD "MINERALS" AS USED HEREIN SHALL BE DEFINED IN THE BROADEST SENSE OF THE WORD AND SHALL INCLUDE, BUT NOT BE LIMITED TO, OIL, GAS, OTHER HYDROCARBONS, SAND, GRAVEL, STONE, PUMICE, PUMICITE, CINDERS, CLAY, AND ALL OTHER COMMON MATERIALS, AND ALL OTHER MINERAL SUBSTANCES AND PRODUCTS, BOTH METALLIC AND NONMETALLIC, SOLID, LIQUID, OR GASEOUS), WHICH ARE UPON, IN, UNDER OR MAY BE PRODUCED FROM THE SUBJECT PROPERTY; ALL SALT WATER, BRINES, AND GEOTHERMAL RESOURCES, WHICH ARE IN, UNDER OR MAY BE PRODUCED FROM THE SUBJECT PROPERTY; THE EXCLUSIVE RIGHT, BY WHATEVER METHODS NOW OR HEREAFTER KNOWN, AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, TO PROSPECT FOR, INVESTIGATE FOR, EXPLORE FOR, DRILL FOR, PRODUCE, MINE, EXTRACT, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, ALL SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES, WHICH ARE UPON, IN, UNDER OR MAY BE PRODUCED FROM THE SUBJECT PROPERTY; THE NONEXCLUSIVE RIGHT TO DRILL INTO AND THROUGH THE SUBJECT PROPERTY TO EXPLORE FOR AND THEREAFTER PRODUCE AND EXTRACT MINERALS, SALT WATER, BRINES, AND GEOTHERMAL RESOURCES WHICH MAY BE PRODUCED FROM ADJACENT PROPERTY; THE RIGHT TO LAY, CONSTRUCT, ERECT AND PLACE UPON AND IN THE SUBJECT PROPERTY, AND USE, MAINTAIN AND OPERATE THEREON AND THEREAFTER REMOVE, ALL BUILDINGS, TANKS, PLANTS, MACHINERY, FIXTURES, EQUIPMENT, PIPELINES, TELEPHONE LINES, ELECTRIC POWER LINES, ROADS, POWER HOUSES AND OTHER STRUCTURES AND FACILITIES AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY REASONABLY DEEM ADVISABLE, FOR THE EXERCISE AND ENJOYMENT OF THE RIGHTS EXCEPTED HEREFROM; THE NONEXCLUSIVE RIGHT TO TREAT, PROCESS (BUT NOT REFINES), STORE UPON AND REMOVE FROM THE SUBJECT PROPERTY SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES; THE EXCLUSIVE RIGHT TO PRODUCE AND EXTRACT SUCH MINERALS BY REPRESSURING THE SUBSURFACE SANDS AND STRATA WITH FLUIDS OR GASES OR BY SUCH OTHER METHOD OR METHODS AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, AND TO INJECT IN AND STORE AND THEREAFTER REMOVE SUCH FLUIDS AND GASES, WHETHER OR NOT INDIGENOUS TO THE SUBJECT PROPERTY; THE RIGHT AT ALL TIMES, WITHOUT CHARGE, TO INVESTIGATE FOR, EXPLORE FOR, DRILL FOR, PRODUCE, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, THOSE QUANTITIES OF FRESH WATER FROM AQUIFERS UNDERLYING THE SUBJECT PROPERTY REASONABLY DEEMED NECESSARY BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS TO USE IN PROSPECTING, EXPLORING, DRILLING, MINING, PRODUCING, EXTRACTING AND REMOVING (INCLUDING, BUT NOT LIMITED TO USE IN UNIT OPERATIONS, WATERFLOOD, THERMAL, OR OTHER SECONDARY RECOVERY METHODS NOW OR HEREAFTER KNOWN), OR OTHER OPERATIONS IN CONNECTION WITH THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS EXCEPTED HEREFROM AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS REASONABLY DEEMS NECESSARY, INCIDENTAL TO, OR CONVENIENT, WHETHER ALONE OR COJOINTLY WITH NEIGHBORING LANDS, IN EXPLORING FOR, PRODUCING AND EXTRACTING THE MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES EXCEPTED HEREFROM, ALL SUBJECT TO THE LIMITATION THAT AT ALL TIMES GRANTOR AND ITS SUCCESSORS AND ASSIGNS SHALL CONDUCT

EXHIBIT "A"
Legal Description

OPERATIONS SO AS NOT TO INTERFERE WITH FRESH WATER SOURCES AND WATER DELIVERY FACILITIES FROM TIME TO TIME MAINTAINED BY GRANTEE OR ITS SUCCESSORS OR ASSIGNS; AND THE UNLIMITED AND UNRESTRICTED RIGHT OF ACCESS TO SAID MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES AND OF INGRESS AND EGRESS TO AND FROM, OVER AND ACROSS THE SUBJECT PROPERTY FOR ALL PURPOSES REASONABLY DEEMED ADVISABLE BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS IN THE EXERCISE OF THE RIGHTS EXCEPTED HEREFROM; PROVIDED, HOWEVER, THAT THE MINERALS RIGHTS EXCEPTED HEREFROM SHALL NOT EXTEND TO AND SHALL NOT INCLUDE ANY "MINERALS", AS HERETOFORE DEFINED, THAT CAN ONLY BE EXTRACTED BY SURFACE OR STRIP MINING METHODS AND, PROVIDED FURTHER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHTS TO ENTER UPON THE SURFACE OR IN OR THROUGH THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE SUBJECT PROPERTY IN THE EXERCISE OF THE RIGHTS EXCEPTED HEREFROM, SUBJECT TO THE PROVISIONS CONTAINED THEREIN, ALL AS SET FORTH IN THE DEED FROM TENNECO WEST, INC., A DELAWARE CORPORATION TO CALIFORNIA HARVEST SHOPS, INCORPORATED, A CALIFORNIA CORPORATION, RECORDED DECEMBER 31, 1987 AS DOCUMENT NO. 77340 IN BOOK 6081, PAGE 373 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 11, 1988 AS DOCUMENT NO. 15289 IN BOOK 6093, PAGE 724 OF OFFICIAL RECORDS.

BY QUITCLAIM DEED RECORDED JANUARY 26, 2012 AS DOCUMENT NO. 0212010378 OF OFFICIAL RECORDS, EXECUTED BY VINTAGE PRODUCTION LLC, A DELAWARE LIMITED LIABILITY COMPANY AND VINTAGE PETROLEUM, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, "GRANTORS") TO BOLTHOUSE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("GRANTEE"), ALL OF GRANTORS' RIGHTS OF SURFACE ENTRY IN AND TO THE TOP FIVE HUNDRED (500) FEET OF THE SUBSURFACE WERE QUITCLAIMED.

SCHEDULE B

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2026-2027.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

3. Assessments of the City of Bakersfield Consolidated Maintenance District.

Assessments levied by said District are payable with and in like manner as the County Taxes of the County of Kern.

4. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No.: 2013-1
For: City of Bakersfield Police and Fire Services Community Facilities District (West
Ming Specific Plan)
Disclosed by: Tax Roll

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Bakersfield, County of Kern. The tax may not be prepaid.

5. Any facts, rights, interest or claims which may exist or arise by reason of the following matter(s) which may be disclosed by a survey:

Notice of Completion executed by Union Oil Company of California

Purpose: laying of 4" pipelines
Recording Date: July 26, 1950
Recording No.: in Book 1725, Page 34 of Official Records
Affects: The exact location and extent of said pipelines are not disclosed of record.

6. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: November 22, 1957
Lessor: Kern County Land Company
Lessee: Universal Consolidated Oil Company and State Exploration Company
Recording Date: January 20, 1958
Recording No.: in Book 2896, Page 399 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

SCHEDULE B

(continued)

The lessee's interest under said lease has been assigned to CPETRO-CA, LLC, a Texas limited liability company by mesne assignments of record.

By various quitclaim deeds of record, all property was released, except for the retained lands, described as follows:

The SW 1/4 of the SE 1/4; The NW 1/4 of the SE 1/4 of the SE 1/4; The NW 1/4 of the SE 1/4; The SW 1/4 of the NE 1/4 of the SE 1/4; The NE 1/4 of the SE 1/4 of the SW 1/4; The E 1/2 of the NE 1/4 of the SW 1/4; The NW 1/4 of the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of said SECTION 13.

By "Quitclaim of Surface Entry" recorded August 21, 2014 as Document No. 0214101688 of Official Records, all rights of entry to the surface and to the top 500 feet of the subsurface were quitclaimed, *subject to reservations of surface entry to those certain Mineral Surface Use Areas described in the Surface Use Easement Agreement recorded August 21, 2014 as Document No. 0214101689 of Official Records.*

Partial Quitclaim recorded on July 1, 2026 as Instrument No. 226075549, of Official Records.

7. Matters contained in that certain document entitled Development Agreement, dated August 29, 2007, executed by and between City of Bakersfield, Bolthouse Properties, LLC, a California limited liability company and Castle & Cooke California, Inc., a California corporation recorded September 18, 2007 as Instrument no. 0207192599 of Official Records.

Reference is made to said document for full particulars.

An Amendment to said Development Agreement dated January 21, 2014, was executed by and between the City of Bakersfield, a Charter City and a municipal corporation' Castle & Cooke California, Inc., a California corporation and Bolthouse Properties, LLC, a California limited liability company and consented to by Houchin Community Blood Bank, a California public benefit nonprofit corporation, Hoffmann Hospice of the Valley, Inc., a California public benefit nonprofit corporation, Kern Schools Federal Credit Union, a federally chartered credit union, Sierra Oaks Partners, LLC, a California limited liability company and Bolthouse Development Company, LLC, a California limited liability company recorded January 21, 2014 as Document No. 0214006937 of Official Records.

Matters contained in that certain document

Entitled: Release/Settlement Agreement
Dated: May 22, 2024
Executed by: City of Bakersfield, a charter city and municipal corporation, Castle & Cooke California, Inc., a California corporation authorized to do business in California and Bolthouse Properties, LLC, a California corporation
Recording Date: May 30, 2024
Recording No.: 224062247, of Official Records

Reference is hereby made to said document for full particulars.

8. Matters contained in that certain document entitled Community Benefit Fee Agreement and Declaration of Covenant Running with the Land, dated September 05, 2007, executed by and between Bolthouse Properties, LLC, a California limited liability company, Castle & Cooke California, Inc., a California corporation, Sierra Club, a California Non-Profit Corporation and Sequoia Riverlands Trust, a California Non-Profit Corporation recorded January 9, 2008 as Instrument No. 0208003743 of Official Records.

Reference is hereby made to said document for full particulars.

SCHEDULE B

(continued)

9. Any facts, rights, interest or claims which may exist or arise by reason of the following matter(s) which may be disclosed by a survey:

Unrecorded matters affecting said land as shown on the Map attached to Parcel Map Waiver No. 08-1182 recorded January 12, 2009 as Document No. 0209003529 of Official Records, as follows:

A) Pacific Gas & Electric Company 12 foot wide pole line license by Letter Agreement(s) dated August 29, 1961, and dated July 23, 1974.

B) Chevron easement holder per Pipeline License Letter Agreement dated September 12, 1974

and as set forth on Parcel Map No. 11838, PHASE 3, filed for record January 20, 2015 in Book 59 of Maps at Page 190, Kern County Records.

10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 27, 2012

Recording No.: 000212188071, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Liens and charges as set forth in the above mentioned declaration,

Payable to: The Seven Oaks Business Park

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 18, 2015

Recording No.: 0215177376, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 11, 2017

Recording No.: 217088531, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 17, 2019

Recording No.: 2019070636, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 23, 2020

Recording No.: 220096475, of Official Records

SCHEDULE B
(continued)

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 1, 2021

Recording No.: 221038104, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 28, 2025

Recording No.: 225022314, of Official Records

11. Matters contained in that certain document

Entitled: Grant of Restrictive Covenant

Dated: April 17, 2013

Executed by: Bolthouse Development Company, LLC, a California limited liability company and Kern Schools Federal Credit Union, a federally chartered credit union

Recording Date: April 19, 2013

Recording No.: 000213054294 of Official Records

Reference is hereby made to said document for full particulars.

12. An instrument entitled Memorandum of Agreement

Executed by: Bolthouse Properties, LLC, a California limited liability company

In favor of: Seven Oaks Assisted Living and Memory Care, an Oregon limited liability

Recording Date: December 31, 2013

Recording No.: 000213188690 of Official Records

Reference is hereby made to said document for full particulars.

13. An instrument entitled Surface Use Easement Agreement

Executed by: Foothill Energy Partners, LP, a Texas limited partnership

In favor of: Bolthouse Properties, LLC, a California limited liability company

Recording Date: August 21, 2014

Recording No.: 0214101689 of Official Records

Reference is hereby made to said document for full particulars.

By Quitclaim Deed recorded August 26, 2015 as Document No. 000215118463 of Official Records, a portion of the roadway area described on Exhibit 4-0 and depicted on Exhibit 4-P of said Surface Use Easement Agreement was quitclaimed, said portion being more particularly described on Exhibit A attached thereto and depicted on Exhibit B therein.

Partial Quitclaim recorded on July 1, 2026 as Instrument No. 226075549, of Official Records.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the parcel map no. 11838, phase 3;

Purpose: public utilities, sidewalks and public streets

Affects: as shown on the recorded Parcel Map

Recording No.: in book 59, pages 190, 191 and 192 of Parcel Maps.

SCHEDULE B

(continued)

15. An instrument entitled Covenant Disclosing Oil & Operation Located Within 500 feet of Property

Executed by: Bolthouse Properties, LLC, a California limited liability company
In favor of: City of Bakersfield
Recording Date: January 20, 2015
Recording No.: 0215006716 of Official Records

Reference is hereby made to said document for full particulars.

16. An instrument entitled Covenant Disclosing Abandoned Oil Well Location

Executed by: Bolthouse Properties, LLC, a California limited liability company
In favor of: City of Bakersfield
Recording Date: January 20, 2015
Recording No.: 0215006719 of Official Records

Reference is hereby made to said document for full particulars.

17. An instrument entitled Covenant Relating to Groundwater Upon Subdivision

Executed by: Bolthouse Properties, LLC, a California limited liability company
In favor of: City of Bakersfield
Recording Date: January 20, 2015
Recording No.: 0215006720 of Official Records

Reference is hereby made to said document for full particulars.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Public street, public utilities and sidewalks
Affects: Said and other land as shown on the recorded parcel map
Recording No.: Book 60, Pages 46 and 47 of Parcel Maps

19. An instrument entitled Covenant Relating to Issuance of Certificate of Occupancy

Executed by: Bolthouse Properties, LLC, a California limited liability company
In favor of: City of Bakersfield
Recording Date: September 29, 2015
Recording No.: 0215135764 of Official Records

Reference is hereby made to said document for full particulars.

20. An instrument entitled Covenant Relating to Removal of Water upon Subdivision

Executed by: Bolthouse Properties, LLC, a California limited liability company
In favor of: City of Bakersfield
Recording Date: September 29, 2015
Recording No.: 0215135765 of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B

(continued)

21. Matters contained in that certain document

Entitled: Agreement for and Declaration of Restrictive Covenants

Dated: February 28, 2025

Executed by: Bolthouse Development Company, LLC, a California limited liability company, and ANSR Properties, LLC, a California limited liability company

Recording Date: February 28, 2025

Recording No.: 225022313, of Official Records

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B

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 the 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 California 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 of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The 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 the 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.

(continued)

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 obligations 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.

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.

(continued)

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 Two Million And No/100 Dollars (\$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 Two Million And No/100 Dollars (\$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:

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

END OF CONDITIONS

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF
CITY OF BAKERSFIELD

WHEN RECORDED MAIL TO:

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

APN: Portion of 524-280-10

(space above line for Recorder's use only)

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

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

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

10116

CITY OF BAKERSFIELD
Bakersfield, California

COVENANT RELATING TO REMOVAL OF GROUNDWATER UPON SUBDIVISION

THIS COVENANT is executed on this 2nd day of September, 2026, by **Bolthouse Land Company, LLC, a California limited liability company** (hereinafter "Owner/s their grantees and grantee's heirs, or assigns") in connection with the removal of groundwater from here-in described property, located in the incorporated area of the City of Bakersfield, County of Kern.

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

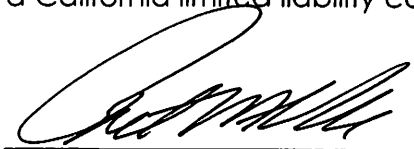
This covenant may not be amended or modified without the prior approval of the City of Bakersfield. This covenant shall run with the land.

Property Description:

Parcel 1 of Parcel Map 12135 Phase 2, also being a portion of the South Half of Section 13, Township 30 South, Range 27 East, M.D.M., within the City of Bakersfield, County of Kern, State of California.

Bolthouse Land Company, LLC
a California limited liability company

City of Bakersfield



Bret M. Nielsen
Chief Operating Officer



Phillip Burns
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

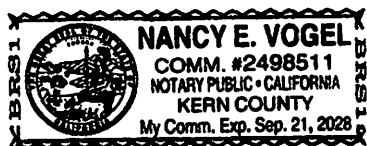
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On September 2, 2026, before me, Nancy E. Vogel, Notary Public, personally appeared BRET M. NIELSEN who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Nancy E Vogel

 Notary Public

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

When Recorded Mail To:

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

APN: Portion of 524-280-10

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

(space above line for Recorder's use only)

10118

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

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

CITY OF BAKERSFIELD
Bakersfield, California

COVENANT RELATING TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

THIS COVENANT is executed this 2nd day of September, 2026, by Bolthouse Land Company, LLC, a California limited liability company (hereinafter "Owner(s)"), in connection with the recordation of the final map on the real property which is the subject of Parcel Map 12135 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 the prior approval of the City of Bakersfield. This covenant shall run with the land.

Property description: Parcel 1 of Parcel Map 12135 Phase 2, also being a portion of the South Half of Section 13, Township 30 South, Range 26 East, M.D.M., within the City of Bakersfield, County of Kern, State of California.

Bolthouse Land Company, LLC
a California limited liability company

City of Bakersfield



Bret M. Nielsen
Chief Operating Officer



Phillip Burns
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

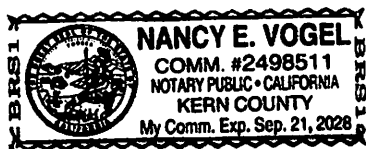
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

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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.



Nancy E. Vogel

 Notary Public

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

APN: Portion of 524-280-10

10117

**COVENANT DISCLOSING EXISTING OIL PRODUCTION & OPERATIONS LOCATED WITHIN
500 FEET OF PROPERTY**

THIS COVENANT is executed on this 2nd day of September, 2026, by Bolthouse Land Company, LLC, a California limited liability company, (hereinafter "Owner/s") in connection with the recordation of the final map of the real property which is the subject of Parcel Map 12135 Phase 2, located in the City of Bakersfield, California. This Covenant shall run with the land and may not be amended or modified without the prior written approval of the City of Bakersfield.

The real property herein described is located within 500-feet of existing oil production & operations facilities & wells, which may include noise, lights and other potential activities that may be considered a nuisance. The facilities are located Northerly and Westerly of Parcel 4 Southerly of Parcel 1 of the real property herein described. Active oil wells include "STATEX-KCL 57-13", "STATEX-KCL 58X-13", "STATEX-KCL 58-13" and "STATEX-KCL 58R-13". Active wells are the center of 75 feet radius right-of-way setback and 100 feet radius non-buildable setback.

Property Description:

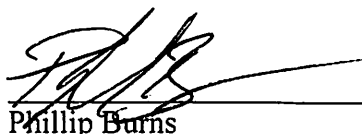
This Covenant affects Parcel 1 of Parcel Map 12135 Phase 2, being a portion of the South Half of Section 13, Township 30 South, Range 26 East, M.D.M., City of Bakersfield, County of Kern, State of California.

Bolthouse Land Company, LLC
a California limited liability company



Bret M. Nielsen
Chief Operating Officer

City of Bakersfield



Phillip Burns
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

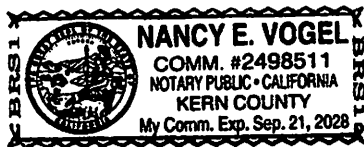
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STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On September 2, 2026, before me, Nancy E. Vogel, Notary Public, personally appeared BRET M. NIELSEN who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Nancy E. Vogel

 Notary Public