

COUNTY OF KERN

Date: September 2, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Parcel Map 12585**

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: 2

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

OR

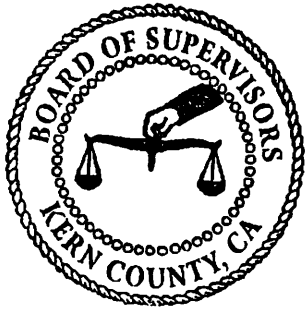
XX Recording fee included in the amount of \$123.00 (Clerk of the Board Receipt #359988).

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

By: Michelle Frazer
Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: Parcel Map 12585. I hereby certify pursuant to Government Code Section 66464 that the Subdivider has filed the certificates and security required by Sections 66492 and 66493 of the Government Code.



NANCY ANDERSON
County Administrative Officer
Clerk of the Board

By: *Michelle J. Rayen*
Deputy Clerk

WILEY D. HUGHES SURVEYING, INC.

(861) 884-1482

PO BOX 43183

BAKERSFIELD, CA 93384

MISSION BANK

LET OUR EXPERIENCE WORK FOR YOU
BAKERSFIELD, CA

61497

80-A27B/1222

PAY TO THE
ORDER OF

Kern County

\$ 123.

One Hundred twenty-three and 60/100

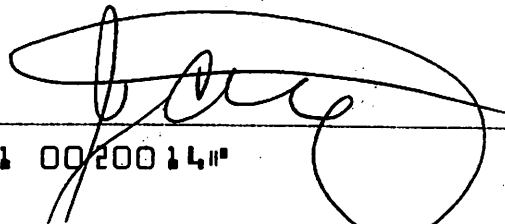
DOLLARS

MEMO

PM 13685

⑈061497⑈ ⑆122242791⑆

001 0020014⑈



ENDORSE HERE

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

☐ CHECK HERE **CLERK OF THE BOARD** NOTE DEPOSIT
KERN COUNTY, CALIFORNIA

DATE _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FUTURE INSTITUTION USE

The security features listed below, as well as those not listed, exceed industry guidelines.	
Security Features:	Results of document simulation
MicroPrint Line	• No Small type or fine characters as printed line with microprint.
Chemically Sensitive paper	• Olfactory or spots may appear with chemical alteration.
Security Watermark	• Absence of "Original document" watermark on back of check.



COUNTY OF KERN
STATE OF CALIFORNIA

RECEIPT No. A- 359988

REFERENCE No. _____ DATE RECEIVED 9/2 20 26

RECEIVED FROM Wiley D. Hughes Surveying Inc.

AMOUNT One hundred + twenty three 00/100 DOLLARS \$ 123.00

ON ACCOUNT OF Parcel Map 12585

Recording fees

#61497

Transmittal to Recorder

AMT. OF ACC. \$		HOW PAID CASH ☐ CHECK ☒ M.O. ☐	DEPARTMENT - Clerk of the Board
AMT. PAID \$	<u>123.00</u>		LOCATION
BALANCE DUE \$	<u>-</u>		BY <u>Michelle Frazier</u>



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-021**

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 12585 more fully described below, have been paid:

Description:

CODE AREA 008-010 ATN#060-420-27-00-9 PARCEL MAP NO. 12585 BEING A SUBDIVISION OF PARCEL "A" IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 19-01 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 15, 2019 AS DOCUMENT NO. 219101428, OFFICIAL RECORDS; ALSO BEING A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE INCORPORATED AREA OF THE CITY OF MCFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

BEING A DIVISION OF 2.20 GROSS ACRES INTO 2 PARCELS

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

Supervisory District # 2

Date: March 20, 2026

Received from: J DURAN FARMS, 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 March 20, 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: 12585 _____

Assessor Parcel Number	Valuation	Tax Amount
060-420-27-00-9	647,121	\$8,050.00
Fiscal Year: 2026- 2027		\$8,050.00

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

Vanessa Shepherd

Deputy: VANESSA SHEPHERD

Date: February 17, 2026

By: VANESSA SHEPHERD
Taxpayer Services Representative

CLTA PARCEL MAP

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

fwkn-to24001345

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.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company
7475 N. Palm Avenue, Ste 107
Fresno, CA 93711

Countersigned By:

Tasha Thompson
Authorized Officer or Agent



CLTA Guarantee Face Page (02-06-25)

ISSUING OFFICE

Title Officer: Erica Madrigal
Chicago Title Company
7475 N. Palm Avenue, Ste 107
Fresno, CA 93711
Phone: (559)492-4228 Fax: (559)261-8960
Main Phone: (661)410-4700
Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$1,000.00	\$100.00	Erica Madrigal

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

1. The Assured is: County of Kern, City of McFarland
2. Parcel Map Reference: Parcel Map No. 12585
3. The estate or interest in the Land that is the subject of this Guarantee is a
A Fee
4. 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

5. ASSURANCES:

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

- a. The Title is vested in:
Alberto S. Duran and Consuelo F. Duran, Trustees of The Duran Family Trust dated December 13, 2017, as fee title owner
- b. The Title is subject to defects, liens or encumbrances shown in Schedule B, which matters are not necessarily shown in the order of their priority.
- c. Upon its filing in the office of the Kern County Recorder, the map referenced above will be sufficient for use as a primary reference in legal descriptions within its boundaries.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 060-420-27-00

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

ALL THAT CERTAIN REAL PROPERTY IDENTIFIED AS PARCEL "A" IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 19-01 RECORDED AUGUST 15, 2019 AS DOCUMENT NO. 219101428, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, AS SHOWN ON THE KERN COUNTY SURVEYORS FILE MAP NO. 7-1, BK. 8, PG. 54, ON FILE IN SAID SURVEYOR'S OFFICE; THENCE N01°01'26"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 570.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°31'07"W PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 238.61 FEET; THENCE N01°01'26"E PARALLEL WITH SAID EAST LINE A DISTANCE OF 402.02 FEET; THENCE S89°31'07"E PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 238.61 FEET TO A POINT ON SAID EAST LINE; THENCE S01°01'26"W ALONG SAID EAST LINE A DISTANCE OF 402.02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, AN UNDIVIDED ONE-HALF INTEREST IN ALL OF THE OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, AS RESERVED BY WILLIAM THILTGEN, IN DEED DATED NOVEMBER 29, 1945, RECORDED JANUARY 7, 1946, IN BOOK 1305, PAGE 255, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED ONE-QUARTER INTEREST IN ALL OF THE OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, AS RESERVED IN DEED DATED DECEMBER 6, 1971, RECORDED FEBRUARY 10, 1972, IN BOOK 4631, PAGE 881, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED ONE-QUARTER INTEREST IN AND TO ALL REMAINING MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES WITHIN AND UNDERLYING SAID LAND, AS RESERVED BY LLOYD DALE SNELL AND TERESA A. SNELL, HUSBAND AND WIFE, AND GLEN ERWIN SNELL AND KERRI S. SNELL, HUSBAND AND WIFE, IN DEED RECORDED JULY 26, 1988 IN BOOK 6145 PAGE 1834 OF OFFICIAL RECORDS.

SCHEDULE B**1. REAL ESTATE TAXES:**

- a. 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.
- b. 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.
- c. Taxes and assessments levied by the Southern San Joaquin Municipal Utility District.

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

2. THE FOLLOWING DEFECTS, LIENS AND ENCUMBRANCES (WHICH ARE NOT NECESSARILY SHOWN IN THEIR ORDER OF PRIORITY) AGAINST THE INTEREST:

- a. Rights of the public to any portion of the land lying within the area commonly known as Garzoli Avenue.
- b. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America
Purpose: water pipelines and appurtenances
Recording Date: March 5, 1952
Recording No.: in Book 1910 Page 94 of Official Records
Affects: as described therein

Reference is hereby made to said document for full particulars.
- c. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- d. This Guarantee is not a commitment or any indication the Company is willing to insure any future purchaser or lender. The Company may have additional exceptions and/or requirements that appear in an offer of insurance and any final policy of title insurance and the Company reserves the right to decline to insure any future purchaser or lender for any reason it may see fit to do so.

END OF SCHEDULE B

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. 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.
- 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, AND WHEN RECORDED MAIL TO:

JORGE DURAN
809 GARZOLI AVE
MCFARLAND, CA 93250

APN: 060-420-27

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT OF EASEMENT FOR WALL AND CARPORT
AND MAINTENANCE AGREEMENT FOR CARPORT

WHEREAS, ALBERTO S. DURAN AND CONSUELO F. DURAN, TRUSTEES OF THE DURAN FAMILY TRUST DATED DECEMBER 13, 2017 are the owners of the real property that is both benefitted and burdened by this covenant ("property"); and

WHEREAS, the property is real property located in the City of McFarland, County of Kern, State of California, as described as follows:

PARCEL "A" OF LOT LINE ADJUSTMENT NO. 19-01 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 15, 2019 AS DOCUMENT NO. 219101428, OFFICIAL RECORDS; ALSO, BEING A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN; and

WHEREAS, a CMU wall and carport are currently constructed on the property. The property is to be subdivided into two (2) parcels being Parcel A and Parcel B as indicated within Tentative Parcel Map No. 12585 approved by the City of McFarland Planning Commission on December 4, 2024 as indicated by Resolution No. 2024-04-PC. The subdivision will result in the wall being along the property line shared between proposed parcels A and B and a portion of the carport benefitting Parcel B will be within and burden Parcel A; and.

WHEREAS, the carport in its entirety shall be maintained solely by owner of Parcel B located at 809 Garzoli Avenue in McFarland, California; and

WHEREAS, a ten-foot (10') wide easement for wall and carport purpose(s) over the property and the carport maintenance agreement is required by the City of McFarland in connection with the City's approval of Tentative Parcel Map No. 12585 approved by the City of McFarland Planning Commission on December 4, 2024 as indicated by Resolution No. 2024-04-PC; and

WHEREAS, pursuant to Section 65870 et seq. of the California Government Code, the City of McFarland has adopted Chapter 16.52 of the McFarland Municipal Code, permitting the creation of required easements by recorded covenants.

NOW, THEREFORE, ALBERTO S. DURAN AND CONSUELO F. DURAN, TRUSTEES OF THE DURAN FAMILY TRUST DATED DECEMBER 13, 2017 by this covenant does hereby create a ten-foot (10') wide easement for wall and carport purposes and maintenance agreement for the carport over the portion of the property as described and shown on Exhibits A and B attached hereto and made a part hereof.

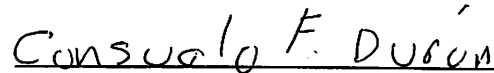
Upon recordation of the covenant, the burdens of the easement shall be binding upon, and the benefits shall inure to, all successors in interest to the real property, until and unless the covenant is released in accordance with the procedure specified in section 16.52.030 of the McFarland Municipal Code.

DATED this _____ day of _____, 202__.

ALBERTO S. DURAN AND CONSUELO F. DURAN, TRUSTEES OF THE DURAN FAMILY TRUST DATED
DECEMBER 13, 2017



Alberto S. Duran, Trustee



Consuelo F. Duran, Trustee

CITY OF MCFARLAND

Diego Viramontes - City Manager

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

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

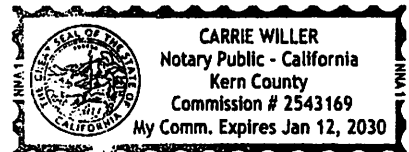
On August 13, 2026 before me, Carrie Willer, Notary Public
(insert name and title of the officer)

personally appeared Consuelo F. Duran,
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 Carrie Willer (Seal)



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 August 13, 2026 before me, Carrie Willer Notary Public
(insert name and title of the officer)

personally appeared Alberto S. Duran,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carrie Willer (Seal)

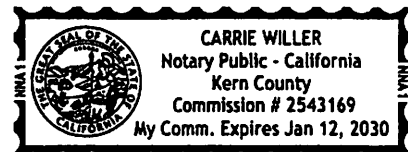


EXHIBIT A
LEGAL DESCRIPTION FOR WALL AND CARPORT EASEMENT PURPOSES

BEING A PORTION OF PARCELS A & B OF PARCEL MAP NO. 12585 RECORDED _____, 2026 IN BOOK _____ OF PARCEL MAPS AT PAGE _____ IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE INCORPORATED AREA OF THE CITY OF MCFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND TEN (10) FEET IN WIDTH, LYING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11; THENCE NORTH 1°02'05" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 570.03 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B; THENCE CONTINUING NORTH 1°02'05" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 233.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B; THENCE

NORTH 89°30'26" WEST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARZOLI AVENUE (COUNTY ROAD NO. 152) PER THAT CERTAIN DOCUMENT RECORDED _____, 2026 AS DOCUMENT NO. _____ OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE,

CONTINUING NORTH 89°30'26" WEST ALONG LAST SAID NORTH LINE, A DISTANCE OF 183.61 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B, SAID CORNER ALSO BEING THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE WEST LINES OF SAID PARCELS A & B AND THE WEST RIGHT OF WAY LINE OF GARZOLI AVENUE

CONTAINING 1,836 SQUARE FEET, MORE OR LESS.

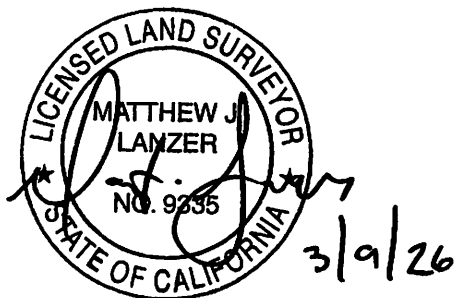
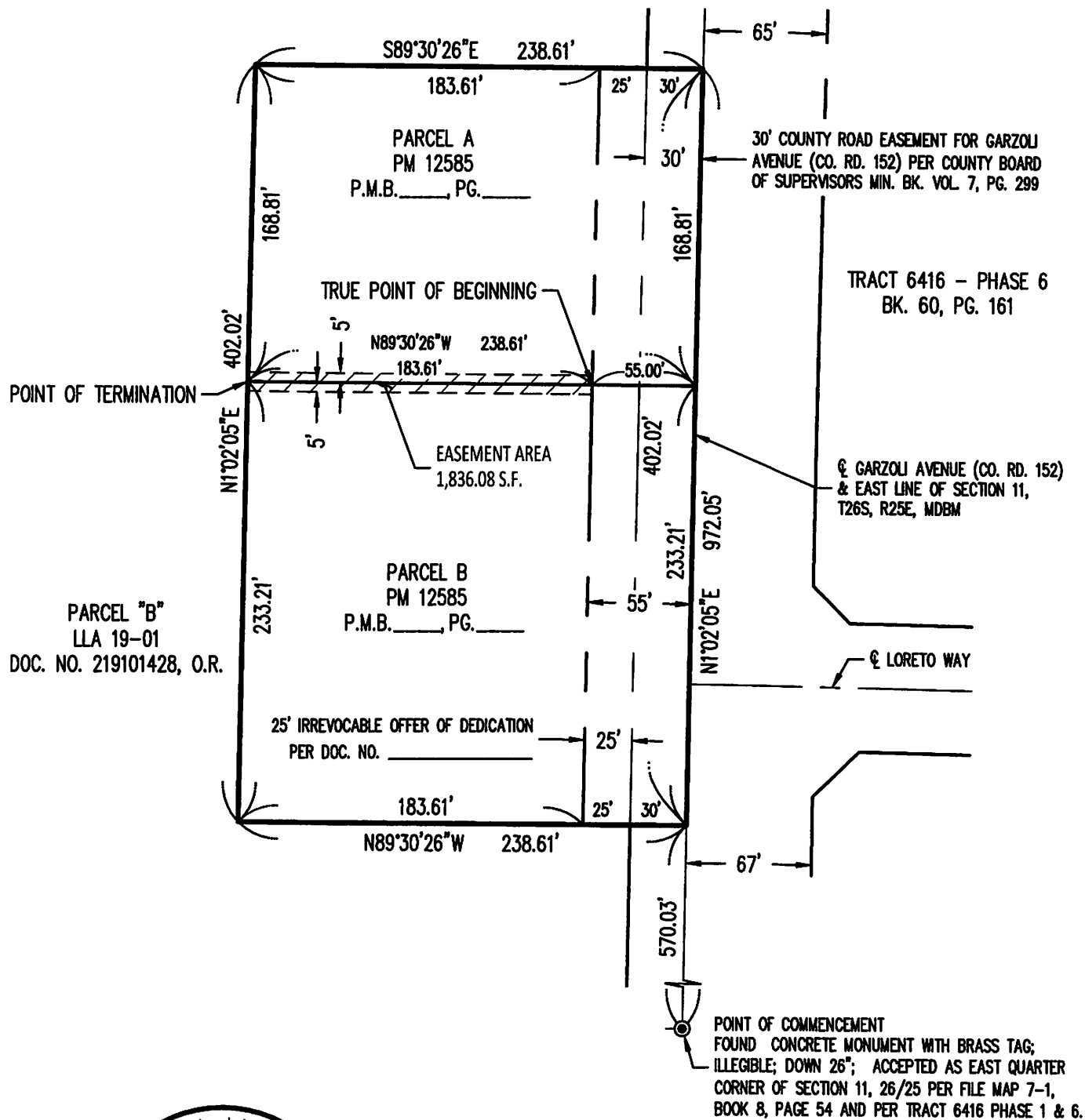
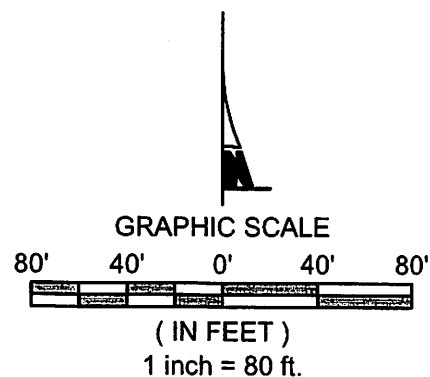


EXHIBIT 'B'

10' WIDE EASEMENT FOR WALL & CARPORT PURPOSES



5/26/2026



THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY

RECORDING REQUESTED BY AND FOR THE
BENEFIT OF, AND WHEN RECORDED MAIL TO:

CITY OF McFARLAND
CITY CLERKS OFFICE
401 WEST KERN AVENUE
McFARLAND, CA 93250

APN: 060-420-27 (PORTION)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from fee per GC 27388.1(a) (1): payment of recording fees expressly exempted by law.

IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES

ALBERTO S. DURAN AND CONSUELO F. DURAN, TRUSTEES OF THE DURAN FAMILY TRUST DATED DECEMBER 13, 2017 ("Grantor") represents that he is the owner of the described real property and for valuable consideration, receipt of which is acknowledged, grants to the City of McFarland ("CITY") an irrevocable offer of dedication ("Offer") of an easement for ingress, egress and alley purposes, with the real property described below dedicated as an easement for public purposes over and across the described real property situated in the incorporated area of the City of McFarland, County of Kern, State of California legally described on **Exhibit "A"** and as shown on **Exhibit "B"** attached hereto and made a part hereof.

The easement is to be kept open, clear and free from buildings and structures of any kind.

This Offer is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the city council of the city within which such real property is located at the time of acceptance.

This Offer shall convey to the governing authority upon its acceptance a superior right of easement over any facility or facilities located within or under this parcel of land.

This Offer may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 or Chapter 2 of Division 2 of Streets and Highways Code of the State of California, whichever is applicable. Such termination and abandonment may be made by the city council of the city within which such real property is located.

This Offer shall be irrevocable and shall be binding on Grantor and its heirs, executors, administrators, successors and assigns.

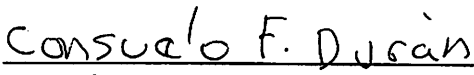
The term "Grantor" as used shall include the plural as well as the singular number and the word "he" shall include the feminine and neuter gender as the case may be.

Grantor has executed, acknowledged and delivered this Irrevocable Offer of Dedication as of

Aug. 13, 2026.

ALBERTO S. DURAN AND CONSUELO F. DURAN, TRUSTEES OF THE DURAN FAMILY TRUST DATED
DECEMBER 13, 2017


Alberto S. Duran, Trustee


Consuelo F. Duran, Trustee

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

ACKNOWLEDGMENT

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State of California
County of Kern

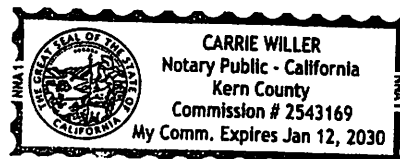
On August 13, 2026 before me, Carrie Willer, Notary Public
(insert name and title of the officer)

personally appeared Alberto S. Duran,
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 Carrie Willer (Seal)



ACKNOWLEDGMENT

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State of California

County of Kern

On August 13, 2026 before me, Carrie Willer Notary Public
(insert name and title of the officer)

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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WITNESS my hand and official seal.

Signature Carrie Willer (Seal)

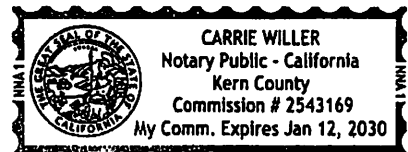


EXHIBIT A
LEGAL DESCRIPTION FOR IRREVOCABLE OFFER OF DEDICATION

BEING THE WESTERLY 25-FEET OF THE EASTERLY 55-FEET OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 19-01 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 15, 2019, AS DOCUMENT NO. 219101428, OFFICIAL RECORDS; ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE INCORPORATED AREA OF THE CITY OF MCFARLAND, COUNTY OF KERN, STATE OF CALIFORNIA.

ENCOMPASSING A TOTAL AREA OF 10,051 SQUARE FEET, MORE OR LESS.

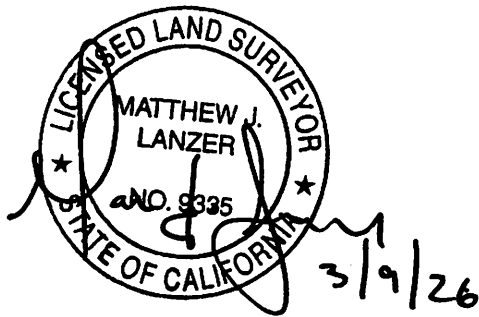
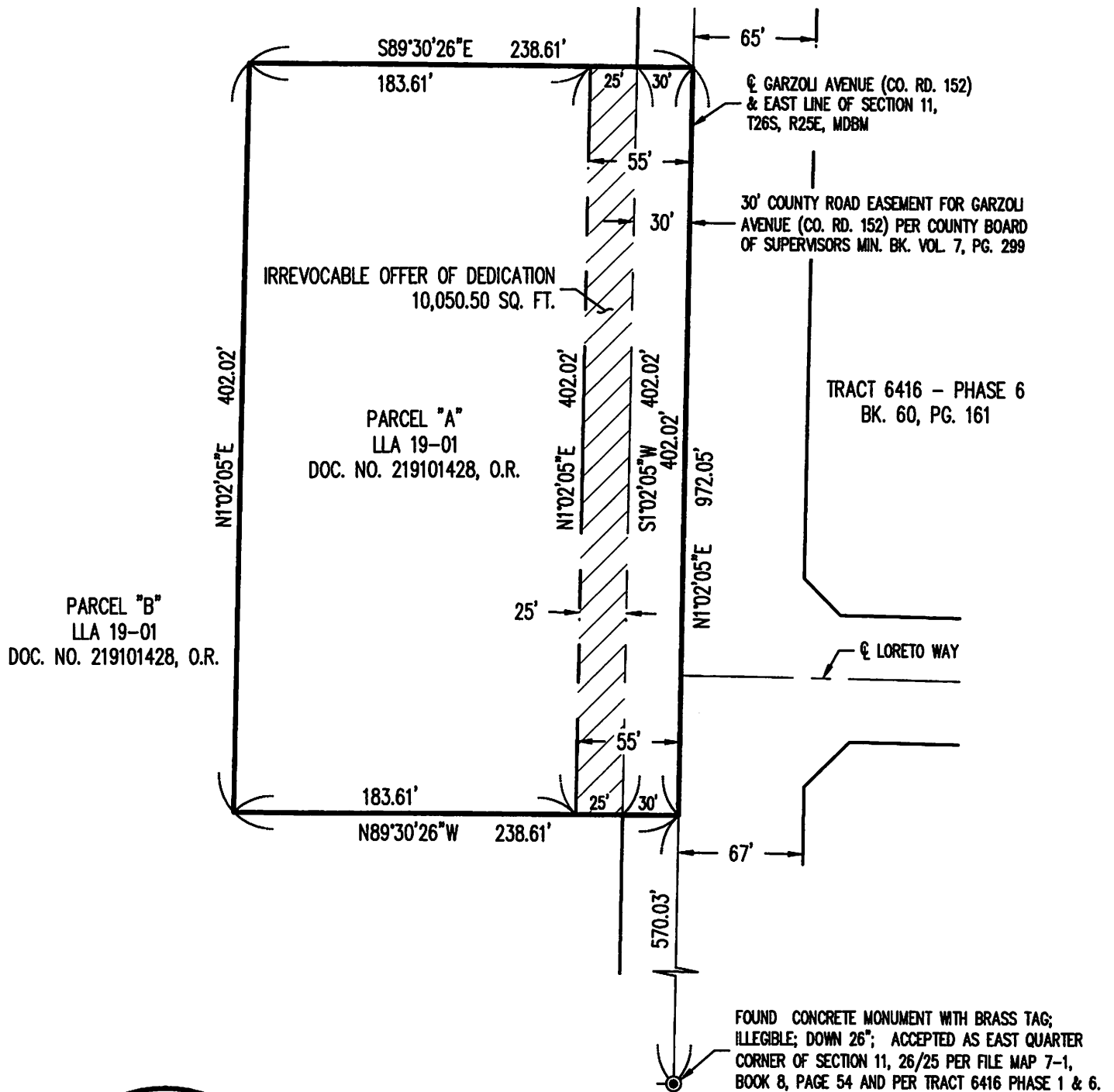
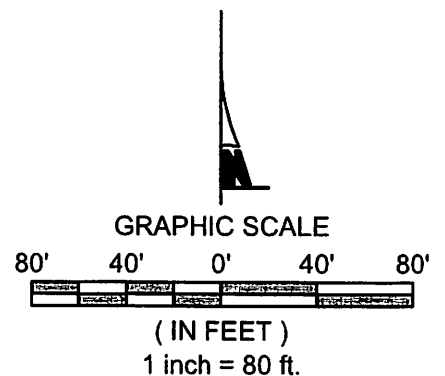


EXHIBIT 'B'

25' IRREVOCABLE OFFER OF DEDICATION



5/28/2026



THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY