

By: Mckie Fogerson  
Deputy Clerk  
03/19/2026

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6 *Attorney for Ana Luisa Rodriguez and*  
7 *Gladys Ernestina Rodriguez*

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF KERN**

11 ANA LUISA RODRIGUEZ, an individual; and )  
12 GLADYS ERNESTINA RODRIGUEZ, an )  
individual )

13 Plaintiffs, )

14 vs. )

15 IGNACIO RODRIGUEZ, an individual; and )  
16 CARLOS ARAIZA, an individual; and DOES 1 )  
THROUGH 10, INCLUSIVE, )

17 Defendants. )

Case No. BCV-25-103222

**~~PROPOSED~~ ORDER ALLOWING  
SERVICE OF DEFENDANT IGNACIO  
RODRIGUEZ BY PUBLICATION OF  
SUMMONS (CCP §§ 413.10(c), 415.50)**

Hearing: March 5, 2026  
Time: 8:30 AM  
Dept: H

*Filed concurrently with: Motion for Order,  
Declaration of Gladys Ernestina Rodriguez, and  
Declaration of Gerardo V. Gorospe*

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

1 The Application of Plaintiffs Ana Luisa Rodriguez and Gladys Ernestina Rodriguez  
2 (“Plaintiffs”) came before this Court for an Order allowing service of Defendant Ignacio Rodriguez  
3 by publication of the summons pursuant to California Code of Civil Procedure §413.10(c) and §  
4 415.50. After having read the application and papers filed in support thereof, and good cause  
5 appearing,

6 **IT IS HEREBY ORDERED THAT:**

- 7 1. Plaintiffs may serve Defendant Ignacio Rodriguez by publication pursuant to California  
8 Code of Civil Procedure §413.10(c) and § 415.50, with such publication to occur for four  
9 (4) consecutive weeks in both *The Bakersfield Californian*, a newspaper of general  
10 circulation in Kern County, California, and *The Los Angeles Times*, a newspaper of general  
11 circulation in Los Angeles, California, within 30 days of this Order.
- 12 2. Pursuant to California Code of Civil Procedure § 415.50(b) Plaintiffs will additionally  
13 serve Defendant Ignacio Rodriguze by publication for four (4) consecutive weeks in *Global*  
14 *Legal Notices*, an online publication widely circulated in Puerto Vallarta, Mexico, within  
15 30 days of this Order.

16  
17 **IT IS SO ORDERED.**

18 DATED: March 19, 2026

19   
20 SUPERIOR COURT JUDGE  
21 Bernard C. Barmann, Jr.

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

IGNACIO RODRIGUEZ, an individual; CARLOS ARAIZA, an individual, and DOES 1 THROUGH 10, INCLUSIVE

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ANA LUISA RODRIGUEZ, an individual; and GLADYS ERNESTINA RODRIGUEZ, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Kern County Superior Court  
1215 Truxtun Ave, Bakersfield, CA 93301

CASE NUMBER:  
(Número del Caso):  
BCV-25-103222

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Katherine J. Ellena (SBN 324160), REED SMITH LLP, 515 Flower St., Suite 4300, Los Angeles, CA 90071, Telephone: (213) 457-8000

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

FILED  
KERN COUNTY  
SUPERIOR COURT

SEP 02 2025

BY \_\_\_\_\_ DEPUTY

1 Katherine J. Ellena (SBN 324160)  
kellena@reedsmith.com  
2 Gerardo V. Gorospe (SBN 352854)  
vgorospe@reedsmith.com  
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5 Telephone: +1 213 457 8000  
Facsimile: +1 213 457 8080  
6

7 *Attorney for Ana Luisa Rodriguez and  
Gladys Ernestina Rodriguez*

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF KERN

11 ANA LUISA RODRIGUEZ, an individual; and  
12 GLADYS ERNESTINA RODRIGUEZ, an  
individual

13 Plaintiffs,

14 vs.

15 IGNACIO RODRIGUEZ, an individual; and  
16 CARLOS ARAIZA, an individual; and DOES 1  
THROUGH 10, INCLUSIVE,  
17

18 Defendants.

Case No. BCV-25-103222

VERIFIED COMPLAINT FOR QUIET  
TITLE OF REAL PROPERTY

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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1 Plaintiffs Ana Luisa Rodriguez and Gladys Ernestina Rodriguez, by and through  
2 undersigned counsel, alleges as follows:

3 **INTRODUCTION**

4 1. This action seeks: to quiet title to certain real property in the County of Kern, State of  
5 California, Assessor’s Parcel Number 244-421-31 (the “Subject Property”), legally described as  
6 follows:

- 7 - Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California as shown  
8 on Parcel Map Recorded in Book 4, Pager 47 of Parcel Maps, in the office of the  
9 County Recorder of said county.

10 **PARTIES**

11 2. Plaintiffs Ana Luisa Rodriguez and Gladys Ernestina Rodriguez (collectively, “Plaintiffs”)  
12 have been the rightful owners to the Subject Property at all relevant times. Plaintiffs request quiet  
13 title herein.

14 3. Defendants Ignacio Rodriguez and Carlos Araiza acquired the Subject Property by quitclaim  
15 deed as tenants in common on or about September 27, 2005.

16 4. Plaintiff does not know the true names and capacities of the defendants sued as Does 1  
17 through 10, inclusive, and therefore sues these defendants by such fictitious names. Upon  
18 information and belief, Defendant may have granted interests in the Property and/or soon will grant  
19 such ownership interests. Plaintiff does not currently know the true names and capacities of those  
20 who may claim an ownership interest in the Property, but Plaintiff will amend their complaint to  
21 add the true names and capacities of these defendants when they are ascertained.

22 **JURISDICTION AND VENUE**

23 5. This Court has jurisdiction over this matter pursuant to California Code of Civil Procedure  
24 Section 760.040 and 760.050(a).

25 6. Venue is proper in this Court because the real property that is the subject of this action is  
26 located in the County of Kern in the State of California.

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**GENERAL ALLEGATIONS**

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7. This case involves property located in Kern County (the “Subject Property”).

8. The Property is designated in the Kern County Recorder’s Office as APN 244-421-31, and legally described as follows:

- Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California as shown on Parcel Map Recorded in Book 4, Pager 47 of Parcel Maps, in the office of the County Recorder of said county.

9. Defendant Ignacio Rodriguez is Plaintiffs’ fraternal uncle. Defendant Carlos Araiza is a close family friend of the Rodriguez family.

10. On information and belief, in 2009, Defendant Rodriguez acknowledged that the land was held for the benefit of Maria Rodriguez’s (Plaintiffs’ mother’s) family.

11. Defendants Ignacio Rodriguez and Carlos Araiza acquired the property by quitclaim deed as tenants in common on September 27, 2005. A true and correct copy of the Receiver’s Deed dated September 27, 2005 is attached hereto as **Exhibit A**.

12. Plaintiffs’ brother, Manuel Rodriguez, and Plaintiffs’ mother, Maria Rodriguez, have remised and forever quitclaimed all rights, title, and interest to the Subject Property to Plaintiffs. A true and correct copy of the Quitclaim Deed dated May 13, 2025 is attached hereto as **Exhibit B**.

13. In 2005, Defendants agreed to deed the property to Plaintiffs to reflect their ownership at a later date when Plaintiffs would be eligible to hold title in their name.

14. Since 2008, Plaintiffs have paid all taxes and related expenses for the Subject Property.

15. Defendants have never resided at the Subject Property and have lived elsewhere for the entire time since the property was purchased in 2005.

16. Defendant Araiza has not been seen or heard from in more than a decade. Plaintiffs believe he currently resides in Mexico, but his whereabouts are unknown.

17. Plaintiffs have spoken to Defendant Rodriguez, who has indicated that he will not contest this action to quiet title of the Subject Property.

1 18. Upon information and belief, Plaintiff alleges that there are no known encumbrances of  
2 record to the Subject Property other than Defendants' cloud on title.

3 19. In 2025, Plaintiffs wanted to sell the Subject Property, but could not because of Defendants'  
4 cloud on title.

5 **FIRST CAUSE OF ACTION**  
6 **(Quiet Title Against All Defendants)**

7 20. Plaintiff hereby incorporates by reference the allegations contained in each paragraph above  
8 as though fully set forth in full herein.

9 21. Plaintiffs are informed and believe that, in or around 2005, Defendants acquired the Subject  
10 Property by quitclaim deed as tenants in common.

11 22. Plaintiffs are informed and believe that Defendants agreed to deed the Subject Property to  
12 Plaintiffs to reflect their ownership at a later date when Plaintiffs would be eligible to hold title in  
13 their name.

14 23. Plaintiffs are informed and believe that Defendants have not used the Subject Property at  
15 any point since they acquired it by quitclaim deed. Plaintiffs are informed and believe, and thereon  
16 allege, that Defendants have abandoned the Subject Property.

17 24. Plaintiffs are informed and believe that they have been the rightful owners of the Subject  
18 Property at all relevant times.

19 25. By virtue of the foregoing facts, Plaintiffs are entitled to a judicial declaration that Plaintiff  
20 is the 100% owner of the Subject Property.

21 26. Accordingly, Plaintiffs seek to quiet title to the Subject Property in Plaintiff's name alone as  
22 of the date of this complaint.

23 **PRAYER FOR RELIEF**

24 THEREFORE, Plaintiff prays for judgment as follows against all Defendants:

- 25 1. For an order quieting title to the Subject Property.  
26 2. For a judicial declaration that Plaintiff is the full legal and beneficial owner of the Property.  
27 3. For attorney's fees, if allowed by law;  
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- 4. For costs of suit; and
- 5. For such other and further relief as the court may deem just and proper.

DATED: September 3, 2025

REED SMITH LLP

By:   
KATHERINE J. ELENA  
*Attorney for Ana Luisa Rodriguez and Gladys Ernestina Rodriguez*

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VERIFICATION OF COMPLAINT FOR QUIET TITLE

I, Gladys Ernestina Rodriguez am personally aware that Ignacio Rodriguez and Carlos Arazia ("Defendants") own the real property situated at Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California as shown on Parcel Map Recorded in Book 4, Pager 47 of Parcel Maps, in the office of the County Recorder of said county — APN 244-421-31 —referred to herein as the "SUBJECT PROPERTY." Defendants acquired the SUBJECT PROPERTY in 2005. I am informed and believe that Defendants acquired the SUBJECT PROPERTY to be held for the benefit of myself and my family. Since 2008, I have paid all taxes and related expenses for the SUBJECT PROPERTY, Defendants have never resided at the SUBJECT PROPERTY, and Defendants have no interest in title of the SUBJECT PROPERTY.

I have read the forgoing Verified Complaint to Quiet Title of Real Property and know the contents thereof. The same is true of my own personal knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

August 11, 2025

  
\_\_\_\_\_  
Gladys Ernestina Rodriguez

KEITH SMITH LLP  
A limited liability partnership formed in the State of Delaware

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**VERIFICATION OF COMPLAINT FOR QUIET TITLE**

I, Ana Luisa Rodriguez, am personally aware that Ignacio Rodriguez and Carlos Arazia (“Defendants”) own the real property situated at Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California as shown on Parcel Map Recorded in Book 4, Pager 47 of Parcel Maps, in the office of the County Recorder of said county — APN 244-421-31 —referred to herein as the “SUBJECT PROPERTY.” Defendants acquired the SUBJECT PROPERTY in 2005. I am informed and believe that Defendants acquired the SUBJECT PROPERTY to be held for the benefit of myself and my family. Since 2008, I have paid all taxes and related expenses for the SUBJECT PROPERTY, Defendants have never resided at the SUBJECT PROPERTY, and Defendants have no interest in title of the SUBJECT PROPERTY.

I have read the forgoing Verified Complaint to Quiet Title of Real Property and know the contents thereof. The same is true of my own personal knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

August 11, 2025

  
\_\_\_\_\_  
Ana Luisa Rodriguez

# **EXHIBIT A**

RECORDING REQUESTED BY:

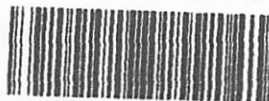
Richard Weissman, Receiver  
When Recorded Mail Document  
and Tax Statement to:  
Ignacio Rodriguez  
Carlos Araiza  
5147 Denny Ave., #2  
North Hollywood, CA 91601

James W. Fitch, Assessor - Recorder  
Kern County Official Records

PATTI  
10/10/2005  
1:11 PM

Recorded at the request of  
Public

DOC#: 0205279402



Stat Types: 1 Pages: 1

Fees 7.00  
Taxes 22.00  
Others 0.00  
PAID \$29.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow No.:  
Title Order No:

APN: 244-421-31

### RECEIVER'S DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is: \$ 22.00 City tax is: \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area:  City of: Kern
- Realty not sold.

Marshall Redman and Doris E. Redman, by Richard Weissman, as Receiver, Pursuant to Proceedings in the Los Angeles County Superior Court, Case No. BC 097765.  
does hereby Remise, Release and Forever Quitclaim to:

Ignacio Rodriguez, a single man and Carlos Araiza, a single man, both as Tenants in Common

the following described real property in the City of \_\_\_\_\_ County of Kern  
State of California, described as:  
Parcel 3, of Parcel Map No. 605, as shown on Parcel Map Recorded in Book 4, Page 47 of Parcel Maps, in the office of the County Recorder of said county.

Subject to all conditions, covenants and restrictions, liens, encumbrances, easements and rights of way of record, all accrued and unpaid taxes, penalties, assessments, fees and levies of every kind.

Dated: September 27, 2005  
STATE OF CALIFORNIA  
County of Los Angeles } Ss.  
On Sept 29, 2005 before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared Richard Weissman

Marshall Redman and Doris E. Redman  
*Richard Weissman*  
By Richard Weissman, as Receiver

personally known to me (or 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.

WITNESS my hand and official seal.

*Carol S. Nordquist*  
Notary Public in and for said County and State

Carol S. Nordquist  
(Notary's name must be typed or legibly printed)



[NOTARY STAMP OR SEAL] 104003

# **EXHIBIT B**

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL TO:**

Western Natural Resources, LLC  
11455 El Camino Real, Suite 160  
San Diego, CA 92130  
Attn: VP, Real Estate

(SPACE ABOVE RESERVED FOR RECORDER'S USE)

APN: 244-421-31

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Manuel Rodriguez**, an individual, and **Maria Rodriguez**, an individual (collectively, "**Grantor**"), hereby remises and forever quitclaim to **Ana Luisa Rodriguez**, an individual, and **Gladys Ernestina Rodriguez**, an individual (collectively, "**Grantee**"), all rights, title and interest of Grantor in and to that certain real property located in Kern County, California, and more particularly described on Schedule 1 attached hereto and incorporated herein.

[Signature on the following page]

**GRANTOR:**

**Manuel Rodriguez,  
an individual**

By:  \_\_\_\_\_

**Maria Rodriguez,  
an individual**

By:  \_\_\_\_\_

**ACKNOWLEDGEMENT**

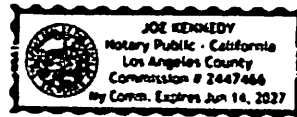
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

State of California )  
County of Los Angeles )

On 05-13, 2025 before me, Joe Kennedy, Notary Public, personally appeared **Manuel Rodriguez**, 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 *Joe Kennedy*  
Signature of Notary Public

**ACKNOWLEDGEMENT**

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, or validity of that document.

State of California )  
County of Los Angeles )

On May 13, 2025 2025 before me, David Rhee, Notary Public Notary Public, personally appeared Maria Rodriguez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



**SCHEDULE 1  
TO  
QUITCLAIM DEED**

Real property in the County of Los Angeles, State of California, described as follows:

Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California, as shown on Parcel Map recorded in Book 4, Page 47 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 244-421-31

Assessor's Parcel Number  
244-421-31

Approximate Acreage  
2.58

## AGREEMENT FOR SALE

By this Agreement For Sale (this "Agreement") dated \_\_\_\_\_, 2025 but effective as of the date last signed ("Effective Date"). (1) **Ana Luisa Rodriguez**, an individual, and **Gladys Ernestina Rodriguez**, an individual, on the one hand (collectively, "Seller"), hereby agree to sell, and (2) **Western Natural Resources, L.L.C.**, a Delaware limited liability company, or assignee, on the other hand ("Buyer") hereby agrees to buy, the real property located in Kern County, California, and described on Exhibit A (the "Land"), together with all rights and interests in and to any and all improvements thereon and easements, rights and interests (including, but not limited to, any mineral and water rights) appurtenant thereto (together with the Land, collectively, the "Property"), on the following terms and conditions:

1. CONSIDERATION. The purchase price for the Property shall be \$140,000 for 100% of the fee interest in the Property (the "Purchase Price"). Within twenty (20) days following this Agreement's mutual execution, Buyer will deposit \$60,000 in Escrow (the "Deposit"). Escrow holder shall thereafter promptly release the Deposit to Seller. The Deposit shall be applied to the Purchase Price, and become non-refundable to Buyer upon release to Seller except if Buyer disapproves of the preliminary title report for the Property, as provided in Section 2(b) below, or Seller defaults under this Agreement. In the event Buyer fails to pay the Deposit when required, then Seller shall have the right to terminate this Agreement only if Buyer has not made Deposit within ten (10) business days after Buyer receives written notice from Seller of such failure and Seller's intention to terminate this Agreement as a result thereof.
  
2. RESOLUTION OF VESTING ISSUES.
  - (a) Seller represents and warrants that (a) title to the Property is currently vested in Ignacio Rodriguez, a single man ("I. Rodriguez") and Carlos Araiza, a single man ("C. Araiza"), as tenants in common, each of whom holds his interest for the sole and exclusive benefit of Seller, and (b) the parties that constitute Seller have been (in equal shares) personally been paying real estate taxes for the Property since I. Rodriguez and C. Araiza obtained title to the Property and have since such time had sole possession of the Property under claim of right thereto above any other party, including, but not limited to, I. Rodriguez and C. Araiza.
  - (b) As and when requested by Buyer from time to time, Seller shall (at no unreimbursed out of pocket cost to Seller) cooperate with Buyer (as and when may be requested by Buyer from time to time) in its efforts to cause title in the Property to be transferred to and/or vested in Seller's name. Without limiting the generality of the foregoing, Seller agrees that Buyer shall have the right (in Seller's name and its behalf) to pursue and complete a quiet title action against C. Araiza and/or I. Rodriguez with respect to their respective interest in the Property. For purposes of this Agreement, "Vesting Contingency" means the vesting of fee simple indefeasible title of the Property in Seller's name on an unappealable basis and as reflected in the official records of Kern County.

California. The parties hereto shall have until the date that is 2 years after the Effective Date to complete the Vesting Contingency, which period may be extended by up to 1 year by Buyer on notice to Seller. If Vesting Contingency is not completed within this time frame, then this Agreement shall terminate upon written notice thereof from Buyer to Seller. Buyer shall have the right to terminate this Agreement at any time prior to such date if it reasonably determines that the Vesting Contingency cannot be completed with commercially reasonable efforts whereupon the Deposit shall be returned to Buyer.

3. **CLOSING.** The Escrow is scheduled to close on the date that is thirty (30) days after completion of the Vesting Contingency, or such earlier date upon at least 3 days' notice from Buyer after the completion of the Vesting Contingency (the "Scheduled Closing Date"). If the close of Escrow ("Closing") does not occur by the Scheduled Closing Date, Escrow Holder shall thereafter cause the Closing to occur whenever the required documents and funds have been deposited into Escrow and the conditions for Closing have been met; provided, however, that if the Closing has not occurred by the date that is 60 days after the Scheduled Closing Date, then either Buyer or Seller may instruct Escrow Holder not to close thereafter, to return documents to the parties depositing same and to disburse the funds as provided herein. At the Closing, Seller shall convey to Buyer title to the Property by a grant deed (in Escrow holder's standard form) (the "Grant Deed") subject to no liens or encumbrances other than matters of record in Kern County's land records as of the date of this Agreement, but specifically excluding (a) any monetary liens other than real estate taxes not yet due or payable, (b) any violations of law or other obligation and (c) any matters arising after the date of this Agreement (the "Approved Title Condition"). To the extent any such excluded matters (i.e., not part of the Approved Title Condition) can be repaid, discharged and/or released with the payment of money, then Seller shall cause each of them to be repaid, discharged and released (as applicable) from the proceeds of the sale or otherwise, and Escrow Holder is instructed to repay, discharge and release (as applicable) any such liens out of funds payable to Seller hereunder. The Grant Deed shall be recorded at Closing. Buyer and Seller shall further execute any other documents as is reasonably necessary or customary to close the transaction contemplated herein and for Buyer to obtain title insurance for the Property subject only to the Approved Title Condition. Real property taxes shall be prorated on the Closing date. At Closing, Seller shall deliver to Buyer exclusive possession of the Property, free and clear of any current or future rights of use, occupancy or ownership of any third parties, subject only to the Approved Title Condition and in substantially the same condition as existed as of the date of this Agreement.
4. **ESCROW.** The transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") established with Stewart Title Guaranty Company, 7676 Hazard Center Drive, Suite 1400, San Diego, CA 92108, United States of America, Attn: Carla Burchard, or such other Escrow holder selected by Buyer ("Escrow Holder"). Carla Burchard's Office (760) 602-4299 | Fax (619) 923-2921 [cburchard@stewart.com](mailto:cburchard@stewart.com). Closing costs shall be allocated to Buyer and Seller as follows: (a) Buyer and Seller shall each pay ½ of Escrow Holder's fees for Escrow; (b) Seller shall pay all transfer taxes and

the premium for a standard owner's title insurance policy to be issued to Buyer at close of Escrow; and (c) all other closing costs shall be allocated to Buyer and Seller in accordance with custom and practice in the county in which the Property is located.

5. **SELLER WARRANTY.** Subject to completion of the Vesting Contingency, Seller warrants that at Closing, Seller will be the sole holder of the fee title interest to the Property, and the Property's title is marketable and insurable, free and clear of all liens, encumbrances, easements, assessments, restrictions, and tenancies except the Approved Title Condition. Seller shall not encumber the Property or grant (or amend) any interest therein before Closing.
6. **DEFAULT.** If Escrow is not closed on time solely because of Buyer's default under this Agreement, then, as Seller's sole and exclusive remedy, Seller may terminate this Agreement and cancel the Escrow, and thereafter the Deposit shall be released to Seller as liquidated damages for Buyer's default under this Agreement. Cal. Civ. Code § 1678. If Escrow is not closed because of Seller's default under this Agreement, then, as Buyer's sole and exclusive remedy, Buyer may either (a) terminate this Agreement and cancel the Escrow, and thereafter the Deposit shall be returned to Buyer or (b) seek and obtain the specific performance of Seller's obligations under this Agreement. After any termination of this Agreement in accordance with the preceding sentence, the parties shall have no further rights or obligations under this Agreement. Each party that constitutes Seller shall be jointly and severally responsible for all obligations of Seller under this Agreement.

AR  
Seller Initials

GR  
Seller Initials

\_\_\_\_\_  
Buyer Initials

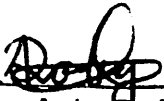
7. **ACCESS AND REVIEW OF PROPERTY.** Prior to Closing, Buyer (and those acting with the approval of Buyer) shall have the right to enter onto the Property to review the feasibility of, test, survey and study all aspects of purchasing, permitting, developing, constructing on and operating the Property for Buyer's intended use). Seller hereby authorizes Buyer, or its nominee, to act as Seller's agent and on Seller's behalf in applying to any public agency for any and all land use entitlements and permits necessary or convenient for the development, construction or operation of improvements on the Property (collectively, the "Permits"). Seller shall, at no cost or expense to Seller, cooperate with and assist Buyer in processing any Permit applications and promptly execute and promptly return any such items and materials requested by Buyer from time to time (including executing and delivering a letter of authorization in the form requested by Buyer).

8. **DISPUTES.** In any dispute, Buyer and Seller shall pay their own legal fees. The parties agree that the venue for all disputes shall be the superior courts in Kern County, California.
9. **NO BROKERS.** There are no brokers or agents involved in this transaction.
10. **SEVERABILITY.** If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions shall remain unchanged and in full force and effect.
11. **AS-IS CONDITION OF PROPERTY.** Buyer is purchasing the Property in its "as is" condition as of the date of this Agreement.
12. **Confidentiality.** The parties hereto agree that the "Confidential Information" (as defined below) shall be maintained confidential between the parties hereto, and that they shall not disclose any of the Confidential Information to any other third parties except that Buyer may disclose such information to the extent reasonably necessary or appropriate in connection with Buyer's or its affiliate's project. The term "Confidential Information" for purposes of this Section 12 shall include the amount of the Purchase Price and other terms of this Agreement.
13. **MEMORANDUM.** Concurrent with its execution of this Agreement, Seller shall execute and acknowledge a memorandum of this Agreement in the form attached hereto as Exhibit B. Thereafter, Buyer may in its discretion and at its cost cause the same to be recorded in the Official Records of Kern County, California.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior or contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**Seller:**

  
\_\_\_\_\_  
Ana Luisa Rodriguez

Date: May 13, 2025

  
\_\_\_\_\_  
Gladys Ernestina Rodriguez

Address:  
5147 Denny Ave. #2  
North Hollywood, CA 91601

**Buyer:**  
**Western Natural Resources, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated \_\_\_\_\_, 2025

Address:  
c/o Terra Gen, LLC  
11455 El Camino Real, Suite 160  
San Diego, CA 92130  
Attn: Director of Real Estate

**SPOUSAL CONSENT**

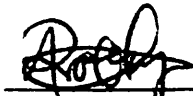
I, \_\_\_\_\_ *[Insert Consenting Spouse's Name]*, the spouse of **Ana Luisa Rodriguez**, have read the Agreement, executed and delivered (or to be executed and delivered) by my spouse, and I consent to be bound by the terms thereof. I am aware that the Agreement (and documents that are to be executed in connection therewith (collectively, the "Transaction Documents") may result, directly or indirectly, in assets of my spouse being transferred and/or claims being made against my spouse's assets, including, if any, our marital or community property assets, and I understand and agree that recourse may be had against my spouse's separate property and/or marital or community property assets. I acknowledge that I have had the opportunity to consult with attorneys of my own choice to advise me as to this Consent of Spouse. I have read and fully understand all provisions of this Consent of Spouse and am executing this instrument of my own free will, act and deed.

\_\_\_\_\_  
Name:

Dated: \_\_\_\_\_, 2025

**Or**

**Ana Luisa Rodriguez** hereby certifies that she is not married and owns her interest in the Property as her sole and separate property.



\_\_\_\_\_  
Name: Ana Luisa Rodriguez

Dated: May 13, 2025


I, \_\_\_\_\_ *[Insert Consenting Spouse's Name]*, the spouse of Gladys Ernestina Rodriguez, have read the Agreement, executed and delivered (or to be executed and delivered) by my spouse, and I consent to be bound by the terms thereof. I am aware that the Agreement (and documents that are to be executed in connection therewith (collectively, the "Transaction Documents")) may result, directly or indirectly, in assets of my spouse being transferred and/or claims being made against my spouse's assets, including, if any, our marital or community property assets, and I understand and agree that recourse may be had against my spouse's separate property and/or marital or community property assets. I acknowledge that I have had the opportunity to consult with attorneys of my own choice to advise me as to this Consent of Spouse. I have read and fully understand all provisions of this Consent of Spouse and am executing this instrument of my own free will, act and deed.

\_\_\_\_\_  
Name:

Dated: \_\_\_\_\_, 2025

Or

Gladys Ernestina Rodriguez hereby certifies that she is not married and owns her interest in the Property as her sole and separate property.

  
\_\_\_\_\_  
Name: Gladys Ernestina Rodriguez  
Dated: May 13, 2025

**EXHIBIT A**  
**Legal Description of the Property**

Real property in the County of Kern, State of California, described as follows:

Parcel 3 of Parcel Map No. 605, in the County of Kern, State of California, as shown on Parcel Map recorded in Book 4, Page 47 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 244-421-31

<u>Assessor's Parcel Number</u>	<u>Approximate Acreage</u>
244-421-31	2.58

**EXHIBIT B**  
**Memorandum of Agreement**

**[Attached hereto and made a part hereof]**

**Recording Requested by:**

---

**And when Recorded Return to:**

Western Natural Resources, LLC  
11455 El Camino Real, Suite 160  
San Diego, CA 92130  
Attn: Director of Real Estate

---

APNs: 244-421-31

THE UNDERSIGNED SELLER DECLARES DOCUMENTARY TRANSFER TAX is: None, only for notice of agreement for purchase and sale of real property.

**MEMORANDUM OF AGREEMENT OF SALE (REAL PROPERTY)**

THIS MEMORANDUM OF AGREEMENT OF SALE (REAL PROPERTY) (this "Memorandum") is made and entered into as of the last date this Memorandum is signed, as shown in the acknowledgements below (the "Effective Date"), by and between **Ana Luisa Rodriguez**, an individual and **Gladys Ernestina Rodriguez**, an individual, on the one hand (collectively, "**Seller**"), and **Western Natural Resources, LLC**, a Delaware limited liability company, on the other hand ("**Buyer**").

**RECITALS**

A. Buyer and Seller are parties to that certain Agreement of Sale (Real Property) of or about even date herewith (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer certain real property more particularly described on Exhibit "A" attached hereto (the "Land"), together with all of Seller's interest in any rights and/or interests (including, but not limited to, any mineral and water rights) benefitting or otherwise appurtenant to the Land (together with the Land, the "Property").

B. Buyer and Seller now desire to provide for public notice of the existence of the Purchase Agreement and Buyer's rights thereunder.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase Agreement. Subject to the terms and conditions of the Purchase Agreement, Seller has agreed to sell the Property to Buyer.

2. Escrow Term. Subject to the terms and conditions set forth in the Purchase Agreement, the date for closing of the sale of the Property is to be on or before the date that is thirty (30) days after completion of the Vesting Contingency (as defined in the Purchase Agreement).

3. Permitting. As provided in Section 6 of the Purchase Agreement, Seller hereby authorizes Buyer or its successors or assigns to act as Seller's agent and on Seller's behalf in applying to any public agency for land use entitlements and permits necessary or convenient for the development, construction or operation of improvements on the Property (collectively, the "Permits"), including without limitation general plan amendments, zone changes, conditional use permits, variances, lot line adjustments, setback waivers, and environmental review.

4. Interest in Real Property. The Purchase Agreement (and rights of Buyer and the obligations of Seller thereunder) shall be deemed an interest in and encumbrance upon the Property and shall be binding upon the Property and Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

5. Miscellaneous. This Memorandum is prepared for the purpose of recordation in the Official Records of Kern County, California to provide record notice of the existence of the Purchase Agreement and the rights of Buyer thereunder. All capitalized terms not otherwise defined herein shall have the same definition as set forth in the Purchase Agreement. In the event of any inconsistency between this Memorandum and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date of the acknowledgements below but to be effective as of the Effective Date.

**SELLER:**

By:   
Name: Ana Luisa Rodriguez

By:   
Name: Gladys Ernestina Rodriguez

**BUYER:**  
**Western Natural Resources, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

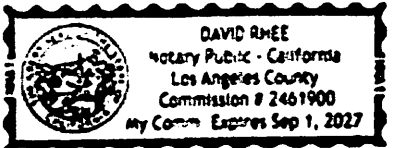
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On May 13, 2015, 2015, before me, David Rhee, Notary Public, Notary Public, personally appeared Gladys Ernestina Rodriguez 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]  
Notary Public

P

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USPS - PREPAID

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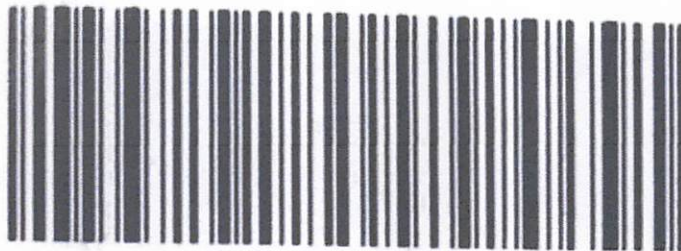
RONALD MUNOZ  
CENTRAL AMERICAN RESOURCE CENTER - CAREC  
3101 MISSION ST  
STE 101  
SAN FRANCISCO CA 94110-4581

SHIP  
TO:

90 Terra Gen, LLC  
Attn: Director of Real Estate  
11455 El Camino Real, Suite 160  
San Diego, CA 92130

NOT VALID WITHOUT USPS WATERMARK

USPS TRACKING #



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