

ATTACHMENT D
Parcel Map Guarantee

Ramirez/Lopez/Moya
PC93018

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is Fee .

Title to said estate or interest at the date hereof is vested in:

Fernando Ramirez, a single man, as to an undivided 1/3 interest and Jose G. Lopez and Aida Lopez, Trustees of the 2010 Lopez Revocable Trust under Declaration of Trust dated June 10, 2010, as to an undivided 1/3 interest and Martin C. Moya and Elena Moya, husband and wife, as Joint Tenants, as to an undivided 1/3 interest, all as Tenants in Common

The land included within the boundaries of the Parcel Map hereinbefore referred to in this Guarantee is described as follows:

Situate in Rancho Bolsa De San Cayetano, beginning at Corner No. 2, as said corner is shown of map entitled, "Map of Las Lomas Tract No. 5", filed June 6, 1939, in the Office of the County Recorder of the County of Monterey, State of California, and now on file in said Office in Map Book Three of Surveys, at Page 169 therein; said corner being in the centerline of Jehl Road (50 feet wide), as said centerline and running N. 41° 04' E., 313.90 feet; thence N. 51° 34' W., 395.34 feet to a point in the centerline of Thomas Road (50 feet wide), as said road is shown on said filed Map thence along the centerline of said Thomas road, S. 38° 20' W., 192.77 feet to the intersection with said centerline of Jehl Road along the arc of a circular curve to the right and running in a southeasterly direction (the center of which bears S. 34° 57' W., 428.91 feet distant) for a distance of 145.23 feet; thence along the arc of a circular curve to the left (the center of which bears N. 62° 12' E., 1770.30 feet distant) for a distance of 255.42 feet to the place of beginning. Excepting therefrom all that portion of land lying within the limits of said Jehl Road and Thomas Road

Also excepting therefrom: A part of Rancho Bolsa De San Cayetano, beginning at a station from which corner No. 2, as said corner is shown on the map entitled, "Map of Las Lomas Tract No. 5", filed June 6, 1939 in the Office of the County Recorder of the County of Monterey, State of California and now on file in said office in Map Book Three of Surveys, at Page 169 therein, said corner being in the centerline of Jehl Road, 50 feet wide, as said centerline is shown on said map, bears S. 51° 34' E., 166 feet and S. 41° 04' W., 313.90 feet distant; running thence N. 51° 34' W., 229.34 feet to a point in the centerline of Thomas Road, 50 feet wide, as said road is shown on said map; thence along the centerline of said Thomas Road, S. 38° 20' W., 192.77 feet to the intersection with said centerline of Jehl Road, along the arc of a circular curve to the right and running in a southeasterly direction (the center of which bears S. 34° 51' w., 428.91 feet distant) for a distance of 145.23 feet; thence along the arc of a circular curve to the left (the center of which bears N. 62° 12' E., 1770.30 feet distant) for a distance of 15.42 feet to a station; thence leaving said centerline and running northeasterly in a straight line, 250 feet, more or less, to the point of beginning.

APN: 119-162-008

EXCEPTIONS:

1. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Deed
Granted To	:	Pacific Telephone and Telegraph Company, a corporation
For	:	Utility purposes
Recorded	:	February 3, 1936 in Volume 465 of Official Records, Page 223
Affects	:	A strip of land 20' in width as described therein and as shown on map filed in Map Book Three of Surveys, at Page 169, in the Office of the County Recorder of the County of Monterey, State of California

2. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$227,500.00
Trustor/Borrower : Fernando Ramirez, a single man; Jose Lopez and Aida Lopez, husband and wife; Martin C. Moya and Elena Moya, husband and wife
Trustee : California Reconveyance Company
Beneficiary/Lender : Washington Mutual Bank, FA, a federal association
Dated : July 28, 2001
Recorded : August 14, 2001 in Official Records under Recorder's Series Number 2001068116
Loan No. : 03-0492-004481155-2
Returned to : c/o ACS Image Solutions, 12691 Pala Drive - MS156DPCA, Garden Grove, CA 92841

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water;
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this

Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the Written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it, (to be completed by each Company to fill its own needs).

10. THE FEE SPECIFIED ON THE FACE OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.