

Attachment D
Parcel Map Guarantee

PLN110145
Burnstein/Remark

Fee \$: 300.00
No. : 0724012651-JMB
Parcel Map
Reference :

PARCEL MAP GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

GUARANTEES

County of Monterey,

herein called the Assured, against loss not exceeding \$1,000.00, which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records on the date stated below,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. Had said Parcel map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

Dated: November 8th, 2012 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By MSinkler
Validating Officer

By Matthew Bissney President
Attest David Wald Secretary

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:

Joel Barry Burnstein, an unmarried man and Marilyn R. Remark an unmarried woman, as joint tenants

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

Parcel A in the County of Monterey, State of California, as shown on the Map filed January 27, 1977 in Volume 11 of "Parcel Maps", at Page 39, Monterey County Records.

APN: 167-081-002

EXCEPTIONS:

- 1. Taxes and assessments, general and special, for the fiscal year 2012 - 2013, as follows:

Assessor's Parcel No	:	167-081-002	
Code No.	:	057-019	
1st Installment	:	\$5,891.18	Marked Paid
2nd Installment	:	\$5,891.18	NOT Marked Paid
Land Value	:	\$352,841.00	
Imp. Value	:	\$704,493.00	
Exemption	:	\$7,000.00	Homeowner's

- 2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
- 3. Water rights, claims or title to water, whether or not shown by the public records.
- 4. Any easement for water course over that portion of said land lying within the banks of the Salinas River and any changes in boundary lines of said land that have occurred or may hereafter occur from natural causes.

5. (1) Any adverse claim based upon the assertion that:
- (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Salinas River, or has been formed by accretion to any such portion.

(2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the Salinas River.

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

Instrument : Corporation Grant Deed
Reserved By : Rancho Chualar Corporation
For : Well Lot
Dated : August 30, 1974
Recorded : September 13, 1974 in Reel 935 of Official Records, Page 217 under Recorder's Series Number G 30192
Affects : That portion as described therein

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

Instrument : Corporation Grant Deed
Reserved By : Rancho Chualar Corporation
For : Storm Water Drainage
Dated : August 30, 1974
Recorded : September 13, 1974 in Reel 935 of Official Records, Page 217 under Recorder's Series Number G 30192
Affects : 30' Wide strip of land as described therein

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

Instrument : Grant Deed
Reserved By : Martin Produce, Inc., a California corporation
For : Pipeline
Dated : May 15, 1978
Recorded : May 18, 1978 in Reel 1243 of Official Records, Page 540 under Recorder's Series Number G 21799
Affects : The Southerly 5 feet of the Easterly 787.5 feet as described therein

9. Terms and provisions as contained in an instrument,

Entitled : Water Agreement
Executed By : Martin Produce, Inc., a California corporation
Dated : May 3, 1978
Recorded : May 18, 1978 in Reel 1243 of Official Records, Page 543 under
Recorder's Series Number G 21801

Which, among other things, provides: The usage, maintenance, assessments and liens related to a well.

10. Terms and provisions as contained in an instrument,

Entitled : Flood Plain Notice and Hold Harmless Notice
Executed By : Donald L. Tyner
Dated : September 9, 1986
Recorded : September 10, 1986 in Reel 1998 of Official Records, Page 452 under
Recorder's Series Number 46232

Returned to
Address : P.O. Box 930, Salinas, CA 93902

Which, among other things, provides: 1) This property is located or partially within a flood plain and may be subject to building and/or land use restrictions. Additional information regarding the extent of the impact of the flood plain on this property may be obtained from the Monterey County Flood control and Water Conservation District, or its successors.

2) The property owner agrees as a condition of the approval of this permit to defend at his sole expense any action brought against the County because of the approval of this permit. The property owner will reimburse the County for any court costs and attorney's fee's which the County may be required by a court to pay as a result of such action.

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

Instrument : Easement
Granted To : Pacific Gas and Electric Company
For : Poles, aerial wires, cables, electrical conductors with associated
crossarms, braces, transformers, anchors, guy wires and cables,
fixtures and appurtenances
Recorded : December 11, 1986 in Reel 2036 of Official Records, Page 321
Affects : As described therein

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

Amount : \$1,085,000.00
Trustor/Borrower : Joel Burnstein, an unmarried man and Marilyn R. Remark an unmarried woman, as joint tenants
Trustee : First American Title
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., solely as nominee for MIT Lending, a corporation
Dated : July 5, 2005
Recorded : July 20, 2005 in Official Records under Recorder's Series Number 2005073713
Loan No. : 40330764
"MIN" : 100112065697787949
Returned to : 1350 Deming Way, 3rd Floor, Middleton, WI 53562

NOTE: This loan appears to be registered with Mortgage Electronics Registration Systems, Inc. ("MERS"). Accordingly, the name, address and telephone number of the loan servicer should be obtained by calling the toll-free number, 1-888-679-MERS, and referring to the Mortgage Identification Number ("MIN") shown above

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 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.