

Attachment D

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Fee \$: 300.00
No. : 0721032598-RA
Parcel Map Reference : Parcel Map PLN130361

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: May 28th, 2015 at 8:00:00 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 Mark A. Siskney President
Attest David Wold 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:

Montecristo Capital, Inc., a California corporation

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

Lot 1 in Block 43, as shown on the Map entitled, "Map of the Town of Castroville, Monterey County, the property of Juan B. Castro, et al, June 1887", etc. filed September 2, 1887 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 2, Cities and Towns, at Page 55 therein, together with that portion of the South one-half of that certain unnamed alley as said alley is shown on the above mentioned Map and as vacated by that certain "Order for Abandonment of Alley running through Block 43, in the Town of Castroville", recorded on August 14, 1957 at Book 1810, Page 332, Official Records of the County of Monterey, State of California.

APN: 030-104-010-000

EXCEPTIONS:

1. Taxes and assessments, general and special, for the fiscal year 2015 - 2016, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2014 - 2015, as follows:

Assessor's Parcel No	:	030-104-010-000	
Code No.	:	099173	
1st Installment	:	\$466.60	Marked Paid
2nd Installment	:	\$466.60	Marked Paid
Land Value	:	\$75,340.00	

3. 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.

4. Redevelopment Plan, as follows:

Entitled : Castroville-Pajaro Redevelopment Project Redevelopment Plan
Executed By : County of Monterey
Dated : November 25, 1986
Recorded : [December 4, 1986 in Reel 2032 of Official Records, Page 1179 under Recorder's Series Number 65758](#)

And any amendments thereto.

5. Matters as contained or referred to in an instrument,

Entitled : Notice
Executed By : Montecristo Capital Inc.
Dated : July 3, 2014
Recorded : [July 3, 2014 in Official Records under Recorder's Series Number 2014031022](#)
Returned to
Address : 168 West Alisal Street, 2nd Floor, Salinas CA 93901

Note: Reference is made to said instrument for full particulars.

6. Matters as contained or referred to in an instrument,

Entitled : Permit Approval Notice
Executed By : Montecristo Capital Inc.
Dated : July 3, 2014
Recorded : [July 3, 2014 in Official Records under Recorder's Series Number 2010031023](#)
Returned to
Address : 168 West Alisal Street, 2nd Floor, Salinas CA 93901

Note: Reference is made to said instrument for full particulars.

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.