

Attachment C

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MONTEREY COUNTY

MARY A. ZEEB
Treasurer – Tax Collector

168 West Alisal Street – 1st Floor
Salinas, CA 93901

Treasury Division
P. O. Box 1992
Salinas, CA 93902

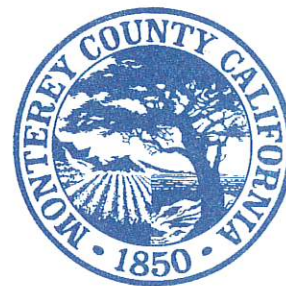
(831) 755-5015
Fax (831) 424-6536

Tax Collector Division
P. O. Box 891
Salinas, CA 93902

(831) 755-5057 Salinas
(831) 647-7857 Monterey
(831) 385-8357 King City
Fax (831) 759-6623

Revenue Division
P. O. Box 60
Salinas, CA 93902

(831) 755-5042
Fax (831) 755-5835



PROPERTY TAX CLEARANCE CERTIFICATION (SUBDIVISION)

Parcel Map/

Subdivision: FRANK GEREMIA

Owner/Subdivider: GEREMIA FRANK

I, Mary A. Zeeb Treasurer/Tax collector of the County of Monterey, State of California, hereby certify that all current, supplemental and delinquent taxes have been paid and also an estimate of the amount of taxes that are a lien not yet due and payable per Government Code §66492

Fiscal Year: 2018-2019

Assessor's Parcel Number(s): 008-112-036-000

MARY A. ZEEB
Monterey County Treasurer-Tax Collector

By:

Greisi Salazar
Deputy Tax Collector

Date: 7/3/2018

THIS TAX CLEARANCE IS VALID THROUGH

December 31, 2018

DISCLAIMER: ADDITIONAL SUPPLEMENTAL TAXES AND / OR SPECIAL ASSESSMENTS NOT YET BILLED MAY BECOME A LIEN ON THIS PROPERTY. THESE ASSESSMENTS ARE IN ADDITION TO ANY TAXES THAT MAY HAVE BEEN PREPAID AS A RESULT OF THIS CLEARANCE CERTIFICATION.

CLTA PARCEL MAP

Guarantee Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

TO17000158

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

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

the Assured named in Part 1,

herein called the Assured, against loss not exceeding One Thousand And No/100 Dollars (\$1,000), 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 in Schedule A,

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.

Chicago Title Company
50 Winham Street
Salinas, CA 93901

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

President

Attest:

Secretary

ISSUING OFFICE:

Title Officer: Maryrose Mancha
 Chicago Title Company
 50 Winham Street
 Salinas, CA 93901
 Phone: (831)796-3408 x408 Fax: (831)757-7614
 Main Phone: (831)424-8011
 Email: mancham@ctt.com

PART I

Parcel Map References(s)	Fee	Title Officer
4026 Sunset Lane	\$250.00	Maryrose Mancha

1. Name of Assured: Frank Geremia
2. Date of Guarantee: February 8, 2017 at 07:30 AM

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

A Fee

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

Frank Geremia, a single man

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Exceptions:

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company and the Pacific Telephone
 and Telegraph Company, California Corporations
 Purpose: The right to trim trees
 Recording Date: January 11, 1952
 Recording No.: in Book 1352, Page 472, of Official Records

The exact location and extent of said easement is not disclosed of record.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Del Monte Properties Company, a California corporation
 Purpose: Public utilities and drainage
 Recording Date: July 23, 1954
 Recording No.: in Book 1541, Page 358, of Official Records
 Affects: As therein provided

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Brian C. Davis and Dorrill A. Davis, Trustees of the
 Davis Family Trust of 2005
 Purpose: Conservation Easement

PART I
(continued)

Recording Date: December 5, 2013
Recording No.: 2013073701, of Official Records
Affects: As therein provided

4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$409,500.00
Dated: January 6, 2016
Trustor/Grantor: Frank Geremia
Trustee: Olivia Todd
Beneficiary: U.S. Bank N.A.
Recording Date: January 19, 2016
Recording No.: 2016002804, Official Records

END OF PART I

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 008-112-036

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That portion of Lot 5, all of Lots 41 and 42, all in Block 204, as said Lots and Block are shown and designated on that certain Map entitled, "Tract No. 169, Del Monte Forest Subdivision No. 2", filed August 3, 1948 in Volume 5, Maps of "Cities and Towns", at Page 21, Official Records of Monterey County, California, described as follows:

Beginning at a 1" iron pipe, tagged LS 5083, marking the Northwest corner of said Lot 42; thence along the northerly line of said Lot,

- (1) North 85° 10' 00" East, 132.73 feet to the Northwesterly corner of said Lot 42; thence along the Westerly boundary of said Lot 5,
- (2) North 2° 30' 00" West, 33.05 feet; thence along the Northwesterly boundary of said Lot 5,
- (3) North 66° 00' 00" East, 21.21 feet; thence along the Northerly boundary of said Lot 5,
- (4) South 69° 00' 00" East, 22.32 feet; thence leaving the Northerly boundary of said Lot 5,
- (5) South 21° 00' 00" West, 100.83 feet to the Southwesterly corner of said Lot 5; thence along the Easterly boundary of said Lots 42 and 41,
- (6) South 3° 45' West, 88.17 feet; thence continuing along the Easterly boundary of said Lot 41,
- (7) South 15° 40' 40" West, 54.55 feet to the Southeasterly corner of said Lot 41; thence along the Southerly boundary of said Lot 41,
- (8) North 72° 15' 00" West, 113.08 feet to the Southwesterly corner of said Lot 41; thence along the Westerly boundary of said Lots 41 and 42 and the Easterly sideline of Los Altos Drive as said road is shown and designated on said Map, along the Westerly boundary of said Lots 41 and 42,
- (9) Northerly, along the arc of a circular curve to the left (the center of which bears North 72° 15' West, 210 feet) through a central angle of 32° 15' 00" for a distance of 118.20 feet; thence tangentially and continuing along said Easterly line,
- (10) North 14° 30' West, 40.00 feet to the point of beginning.

Certificate of Compliance recorded November 15, 2013, in Document No. 2013070478, of Official Records.

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 therein unless such property, 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 thereof.
- (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 (60) 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 (30) 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 (2) 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 the 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.

(continued)

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 of 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 include the number of this Guarantee and shall be addressed to:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

10. THE FEE SPECIFIED ON SCHEDULE A OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.**END OF CONDITIONS AND STIPULATIONS**

TAX CODE AREA

10

10

EL BOSQUE DRIVE

EL BOSQUE DRIVE

SUNSET

LANE

DRIVE

LOS
LOTOS

This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, it may, the Company, not be relied upon for the determination of boundaries, acreage or other matters shown thereon.



SCALE: 1 IN.=100 FT.

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

TRACT NO.169 DEL MONTE FOREST SUB.#2
BLK. 203 LOTS 1 TO 9 & 29 TO 35
BLK. 204 LOTS 1 TO 16 & 30 TO 45

