

RESOLUTION NO. 1940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING FOR RECORDATION A FINAL MINOR SUBDIVISION
MAP 89-01 AND SUBDIVISION GUARANTEE SUBMITTED BY
GUILLERMO NIETO FOR APN 022-063-03

WHEREAS, Guillermo Nieto is the Subdivider of a minor subdivision within the City of Soledad designated as Minor Subdivision 89-01,

WHEREAS, the Subdivider has now completed the the Final Map for subject minor subdivision in accordance with the requirements of the Subdivision Map Act, the City Municipal Code and the Conditions of Approval set forth by the Soledad Planning Commission,

WHEREAS, the Subdivider requests the City of Soledad accept said Map and Subdivision Guarantee as prepared.
NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad, as follows;

Section 1. That the City Council hereby finds and determines that all conditions of approval have been met.

Section 2. That the City Engineer has reviewed the proposed Final Map and Subdivision Guarantee and has found the Map to be in conformance with Subdivision Map Act, the City of Soledad Municipal Code and the Conditions of Approval set forth by the Planning Commission on June 7, 1989.

Section 3. That the City of Soledad hereby accepts the Final Map for recordation with the Monterey County Recorder.

Section 4. That the City Council of the City of Soledad hereby accepts the Subdivision Guarantee prepared by First American Title Insurance Company #112930-BB in the form of the document hereunto attached marked "Exhibit B" and by reference made a part hereof.

Section 5. That the City Council of the City of Soledad hereby accepts the Final Map in the form of the document hereunto attached marked "Exhibit A" and by reference made a

part hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 10th day of October, 1989, by the following vote:

AYES, and in favor, thereof, Councilmembers: Campos, Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz

NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:

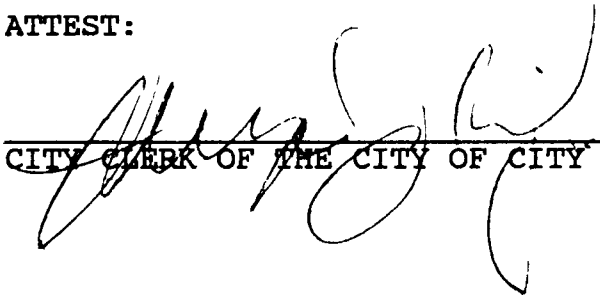
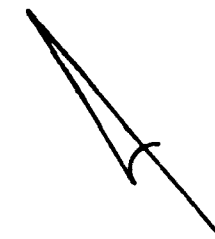
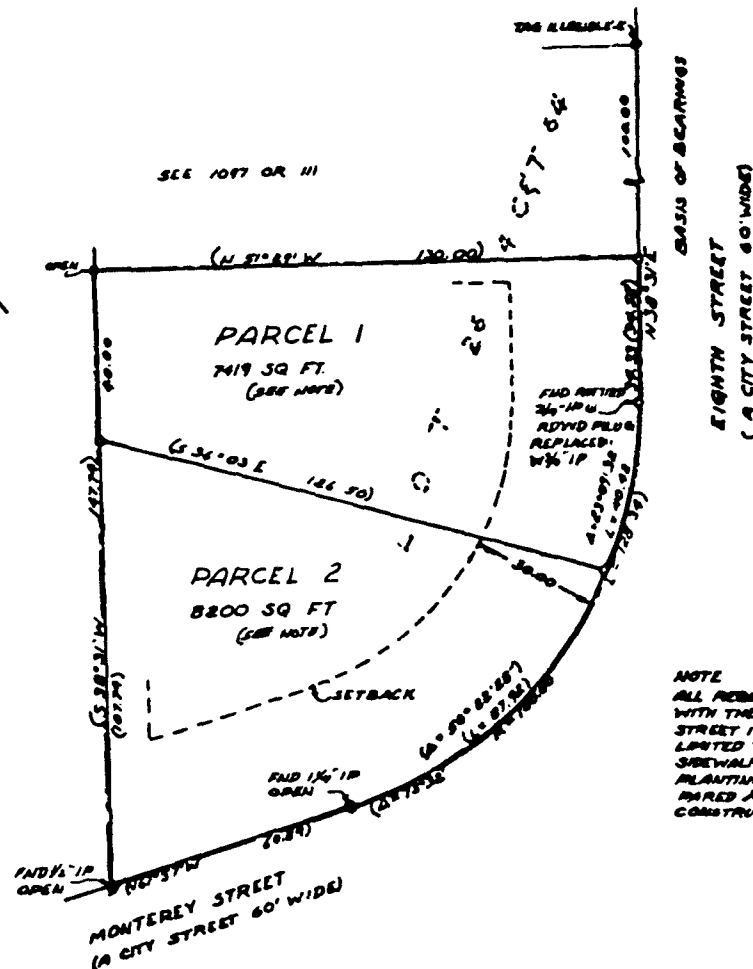

CITY CLERK OF THE CITY OF CITY OF SOLEDAD

Exhibit "A"



SCALE 1"=20'

LOT 25



BASIS OF BEARINGS

THE BEARINGS, N 36° 31' E, DETERMINED FROM FOUND POINTS OF THE COMMON BOUNDARY BETWEEN EIGHTH STREET AND LOT 26 SHOWN ON THAT MAP OF THE YOSTI SUBDIVISION NO. 2 FILED IN VOLUME 4 C/T AT PAGE 64 IS THE BASIS OF BEARINGS FOR THIS MAP

OWNER'S CERTIFICATE

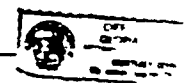
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTRICTIVE BORDER LINES

Guillermo Nieto Angela Nieto
GUILLERMO NIETO ANGELA NIETO

ACKNOWLEDGMENTS
STATE OF CALIFORNIA } SS

ON THIS 21st DAY OF August, 1989 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF CALIFORNIA, PERSONALLY APPEARED GUILLERMO NIETO AND ANGELA NIETO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE Guillermo Nieto



NOTE

ALL REQUIRED STREET IMPROVEMENTS MUST BE DONE WITH THE CONSTRUCTION OF ANY ON-SITE BUILDINGS. STREET IMPROVEMENTS MUST INCLUDE BUT NOT BE LIMITED TO THE CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, THE EXTENSION OF ALL UTILITIES AND THE PLANTING OF STREET TREES. PLANS SHALL BE PREPARED AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.

LEGEND

- = SET 3/4" IR "LS-3505"
- = FIND 3/4" IR OR AS INDICATED
- () = RECORD DATA, 9 CFT 69 OR COMPUTED THEREFROM
- BORDER LINE



SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GUILLERMO NIETO IN AUGUST 1989. I HEREBY CERTIFY THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR SUBSTANTIALLY APPROVED TENTATIVE MAP, IF ANY.

Lee Mac Gowan
LEE MAC GOWAN LS 3605 EXPIRES 6-30-92

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.
DATED: 9-27-89

SIGNED Lee Mac Gowan
CITY ENGINEER - CITY OF SOLEDAD, CALIFORNIA

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 1989,
AT _____ M. IN BOOK _____ OF PARCEL MAPS AT
PAGE _____ AT THE REQUEST OF LEE MAC GOWAN.

COUNTY RECORDER

DEPUTY _____
SERIAL NO _____ FEE \$6.00

PARCEL MAP

MINOR SUBDIVISION, MS 89-01 OF A PORTION OF LOT 26 IN THE YOSTI SUBDIVISION NO. 2 CITY OF SOLEDAD CALIFORNIA AS SHOWN ON THAT MAP FILED IN VOLUME 4 C/T AT PAGE 64

PREPARED FOR
GUILLERMO NIETO ET. UX

LEE MAC GOWAN
LAND SURVEYOR SALINA CALIFORNIA

GUARANTEE

FIRST AMERICAN

First American Title Insurance Company

[] "B"

H 335162

Form 1282

--	--	--	--	--	--	--	--

SUBDIVISION GUARANTEE

SUBDIVISION MINOR

ORDER NO 112930-BB
H 335162

FEE \$100 00

FIRST AMERICAN TITLE INSURANCE COMPANY
a corporation,

GUARANTEES

The county of Monterey and City within which said subdivision is located in a sum not exceeding \$1,000 00.

That according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any street, roads, avenues and other easements offered for dedication by said map are

GUILLERMO NEITO AND ANGELA NEITO, HUSBAND AND WIFE, AS JOINT TENANTS AS OWNERS BY DEED(S) TO THEM RECORDED MARCH 3, 1989 IN REEL 2336 OF OFFICIAL RECORDS, AT PAGE 893.

1 IF THE FINAL MAP HAS FOUR OR FEWER PARCELS WHERE DEDICATION OR OFFERS OF DEDICATIONS ARE NOT REQUIRED THE CERTIFICATE SHALL BE SIGNED AND ACKNOWLEDGED BY THE SUBDIVIDER ONLY

ORDER NO 112930-BB
H 335162

THE MAP HEREINBEFORE REFERRED TO IS A SUBDIVISION OF

LOT TWENTY-SIX (26), AS SAID LOT IS SHOWN AND DESIGNATED ON THAT CERTAIN MAP ENTITLED "VOSTI SUBDIVISION NO. 2", FILED APRIL 21, 1942 IN VOLUME 4, CITIES AND TOWNS, AT PAGE 64, IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, STATE OF CALIFORNIA, CONTAINING 0.658 OF AN ACRE OF LAND, MORE OR LESS, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO WENCISLAO CORPUZ, ET UX IN THE DEED RECORDED OCTOBER 25, 1948 IN VOLUME 1097, PAGE 111.

Dated JULY 18, 1989 @ 7 30 A M

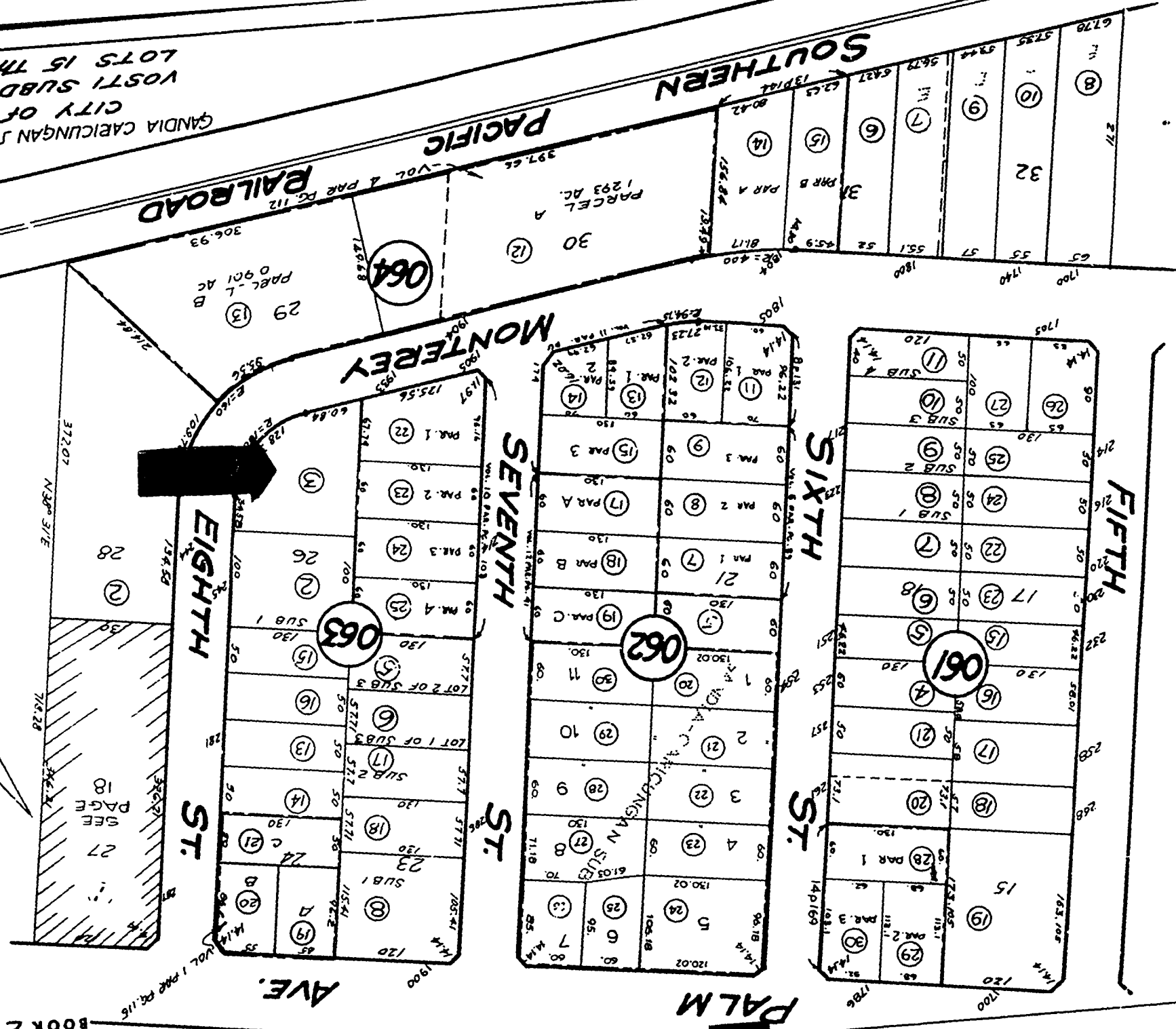
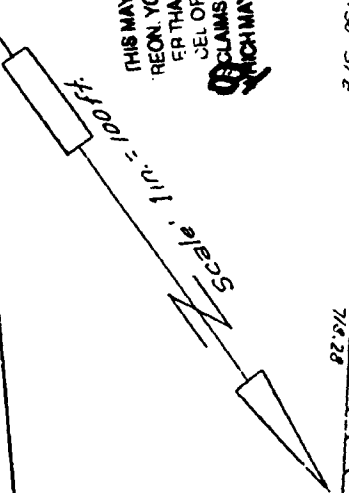
First American Title Insurance Company

By 

Assistant Secretary

Form No 1359 (4/75)
CLTA Subdivision
Guarantee Form No. 14

THIS MAP OR MAY NOT BE A SURVEY OF THE LAND DESCRIBED
HEREIN. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE
OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF
CELL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESS
CLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE
WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



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 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 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 attorney's 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 attorney's 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 indorsement 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 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 be addressed to it at 421 North Main Street, Santa Ana, California 92701, or to the office which issued this Guarantee.

10. Fee

The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

