

RESOLUTION NO. 2063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING FOR RECORDATION A FINAL MAJOR SUBDIVISION
MAP 90-01 AND SUBDIVISION GUARANTEE SUBMITTED
BY THE PINNACLES A GENERAL PARTNERSHIP
FOR APN 022-182-06

WHEREAS, "The Pinnacles", a California General Partnership, is the Subdivider of a residential condominium subdivision within the City of Soledad designated as Major Subdivision 90-01; and,

WHEREAS, the Subdivider has now completed the Final Map for subject major 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; and,

WHEREAS, the Subdivider requests that 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 6, 1990.

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 Founders Title Company (S-130480) 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 23rd day of January, 1991, by the following vote:

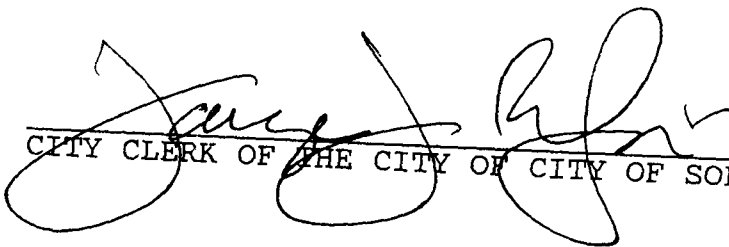
AYES, and in favor, thereof, Councilmembers: Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin

NOES, Councilmembers: None

ABSENT, Councilmembers: Mayor Joe Ledesma, Councilmember Fabian Barrera


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF CITY OF SOLEDAD

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 COLORED BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, COMMUNICATIONS, WATER AND THEIR NECESSARY APPURTENANCES ON, OVER OR UNDER THAT CERTAIN PARCEL OF LAND DESIGNATED AS "PUBLIC UTILITIES EASEMENT" (P.U.E.) AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION, SAID PARCEL OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

THE PINNACLES
A California General Partnership

Charles L Jackson
CHARLES L JACKSON

FOUNDERS TITLE COMPANY
Trustee by Deed of Trust in
Reel 2335-OR-692

Ward Sweeney
WARD SWEENEY

SIGNATURES OF THE FOLLOWING ARE NOT REQUIRED PURSUANT TO SECTION 86445, TITLE 7, DIV. 2 OF THE GOVERNMENT CODE, AS THEY HOLD ONLY CERTAIN INTEREST WHICH CANNOT RIPEN INTO FEE.

PACIFIC BELL a Corporation, Easement Holder per
Reel 2353-OR-693

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

ON THIS 12th DAY OF NOV, 1990, BEFORE ME,
ALAN G. MILLER, A NOTARY PUBLIC OF THE
STATE OF CALIFORNIA, PERSONALLY APPEARED
CHARLES L JACKSON

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON THAT EXECUTED THIS INSTRUMENT, ON BEHALF OF THE PARTNERSHIP AND ACKNOWLEDGED TO ME THAT THE PARTNERSHIP EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL

Alan G. Miller
Notary Public of the
State of California
My Commission expires
Oct. 16, 1992

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

ON THIS 16th DAY OF NOV, IN THE YEAR 1990 A.D. BEFORE ME,

MARIAN RHEINGRANS
A NOTARY PUBLIC OF THE STATE OF CALIFORNIA, PERSONALLY APPEARED

WARD SWEENEY
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS PRESIDENT (OR SECRETARY) OR ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

WITNESS MY HAND AND OFFICIAL SEAL

Marian Rheingrands
Notary Public of the
State of California
My Commission expires
11-13-94
MONTEREY COUNTY

COUNTY RECORDERS CERTIFICATE

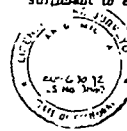
FILED THIS ___ DAY OF ___, 1990
AT ___ PM IN BOOK ___ OF PARCEL MAPS AT PAGE ___
AT THE REQUEST OF _____

COUNTY RECORDER _____ FEE: _____
BY: _____ S.N. _____
DEPUTY

Planning Commission Certificate

I, Joel Moses, Secretary of the Planning Commission of the City of Soledad, California hereby certify that I have examined the within map, that the subdivision shown hereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof, as approved by the City Council of the City of Soledad on _____

Secretary of the Planning
Commission



Surveyor's Certificate

I, ALAN G. MILLER Licensed Land Surveyor, hereby certify that this map correctly represents a survey made by me, or under my direction, during 1990; that the survey is true and complete as shown; that all the monuments are of the character and occupy the positions indicated, or they will be set in such positions on or before one year after the recordation of this map by the Monterey County Recorder. The monuments are, or will be, sufficient to enable the survey to be retraced.

Alan G. Miller
Licensed Land Surveyor
L.S. 3880
Expires 6-30-92

City Engineer's Certificate

I, Arnold R. Brunetti, City Engineer of the City of Soledad, Monterey County, California, do hereby certify that I have examined the within subdivision map, that the subdivision as shown is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof, as approved by the City Council of the City of Soledad on _____ that all of the subdivision is located entirely within the corporate limits of the City of Soledad, that all of the provisions of the California Subdivision Map Act, as amended, and all local ordinances have been complied with, and that said map is technically correct.

Arnold R. Brunetti
City Engineer of the
City of Soledad
R.C.E. 17186
Expires 6-30-92

"THE PINNACLES"

A CONDOMINIUM DEVELOPMENT OF PARCEL "D" AS SHOWN ON 12-PH-43, IN THE CITY OF SOLEDAD, MONTEREY COUNTY CALIFORNIA.

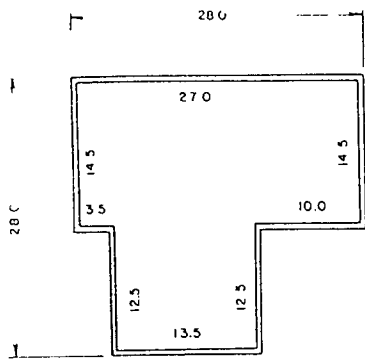
MADE FOR:

THE PINNACLES,
A CALIFORNIA GENERAL PARTNERSHIP

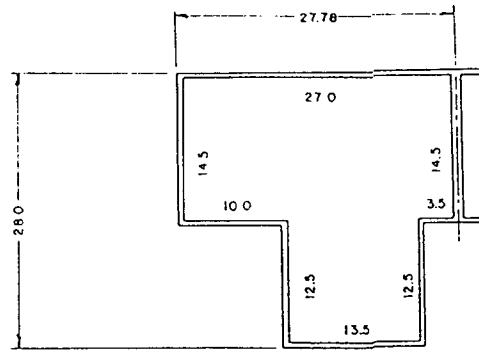
BY:



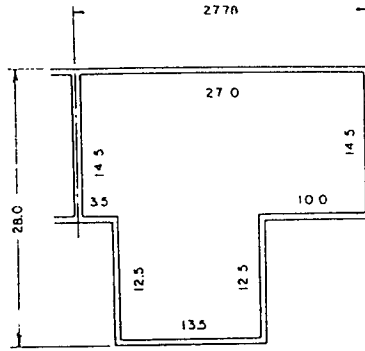
MONTEREY COUNTY SURVEYORS INC
235 Salinas Street Salinas, CA 93901 (408) 424-1984
Scale: N/A Job No: 17595 Date: Sep/90
Sheet: 1 of 4



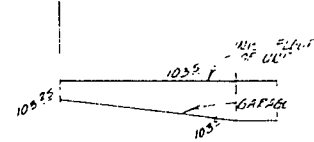
2ND FLOOR



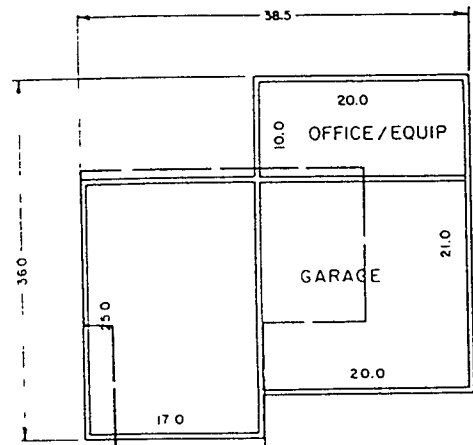
2ND FLOOR



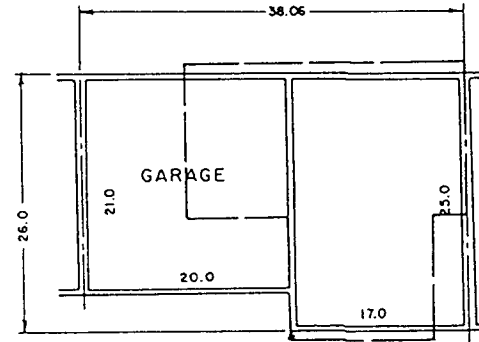
2ND FLOOR



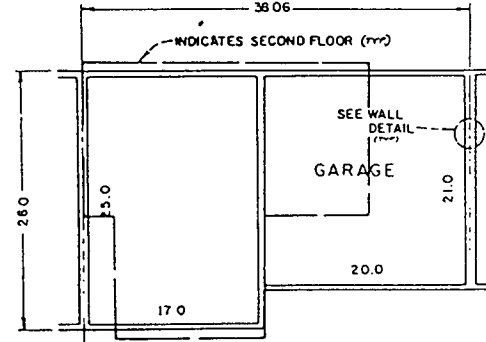
TYPICAL RELATIONSHIP OF FINISH FLOOR TO GARAGE FLOOR



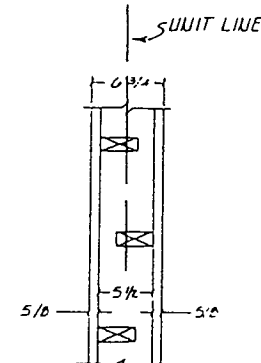
1ST FLOOR
UNIT: 2010 PALM AVE.



1ST FLOOR
UNITS: 235, 237, 239, 243, 244,
245, 247, 249, 252, 254,
255, 256, 257, 258, 259,
264, 266, 268, & 272



1ST FLOOR
UNITS: 246 & 274
PACIFICO PLACE



ADJOINED WALL
DETAIL
(TYP)

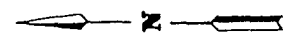
"THE PINNACLES"

A CONDOMINIUM DEVELOPMENT OF PARCEL 'D' AS SHOWN ON 12-PM-43, IN THE CITY OF SOLEDAD, MONTEREY COUNTY CALIFORNIA

MADE FOR
THE PINNACLES, A CALIF. GEN. PTNSP

BY
MONTEREY COUNTY SURVEYORS, INC.

235 SALINAS ST. SALINAS, CA. 93901. PH 408-474-1984
SCALE 1/8"=1' JOB NO: 17595 DATE AUG. 1990

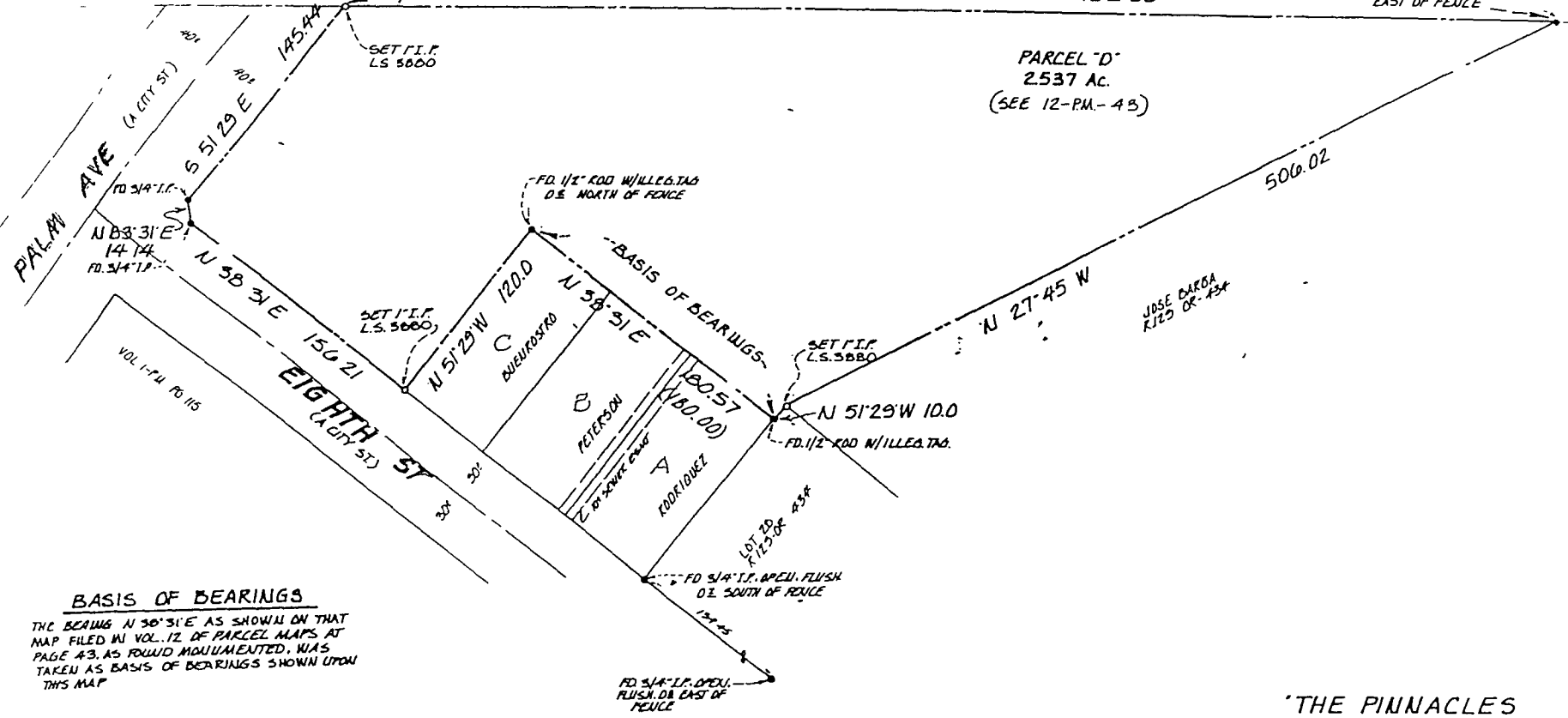


MONTEREY COUNTY FLOOD CONTROL DRAINAGE CANAL (601 FT WIDE)

5 0 00 30° E 702.86

FD 1/2" ROD. DE EAST OF FENCE

PARCEL "D" 2537 AC. (SEE 12-PM-43)



BASIS OF BEARINGS

THE BEARING N 30° 31' E AS SHOWN ON THAT MAP FILED IN VOL. 12 OF PARCEL MAPS AT PAGE 43, AS FOUND MONUMENTED, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP

NOTES

DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

LEGEND

- INDICATES MONUMENTS FOUND AS NOTED.
- INDICATES MONUMENTS SET F.I.P. TAGGED L.S. 5000.
- INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP.

'THE PINNACLES

A CONDOMINIUM DEVELOPMENT OF PARCEL D AS SHOWN ON 12-PM-43 IN THE CITY OF SOLEDAD MONTEREY COUNTY CALIFORNIA

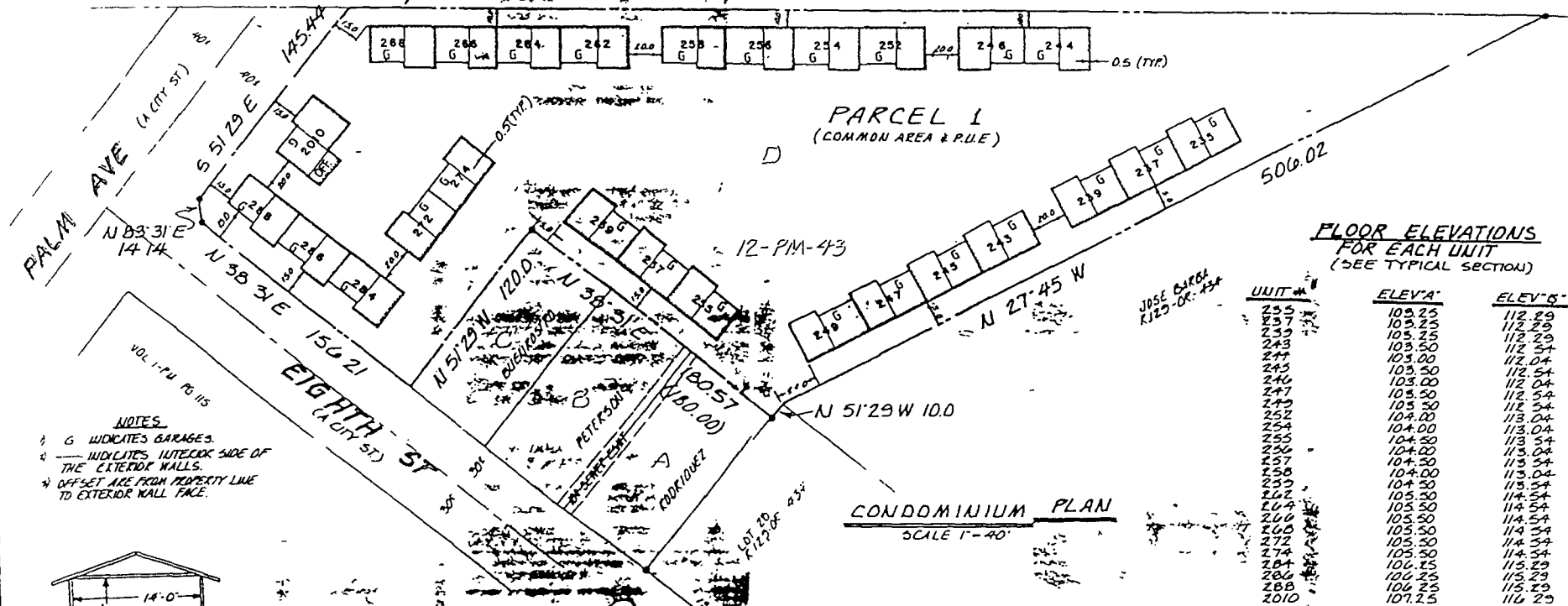
MADE FOR

THE PINNACLES, A CALIF GEN. PTNSP BY

MONTEREY COUNTY SURVEYORS, INC
255 SALINAS ST. SALINAS, CA 95001 PH: 408-464-1504
SCALE: 1"=40' JOB NO: 17325 DATE: AUG. 1990

SHEET 2 OF 5 SHEETS

PINNACLES VINEYARD
 MONTEREY COUNTY FLOOD CONTROL DRAINAGE CANAL
 (60 FT WIDE)
 S 0° 00' 30" E 702.86



FLOOR ELEVATIONS FOR EACH UNIT
 (SEE TYPICAL SECTION)

UNIT #	ELEV. A'	ELEV. B'
201	103.25	112.29
202	103.25	112.29
203	103.25	112.29
204	103.50	112.54
205	103.50	112.54
206	103.50	112.54
207	103.50	112.54
208	103.50	112.54
209	103.50	112.54
210	104.00	113.04
211	104.00	113.04
212	104.00	113.04
213	104.00	113.04
214	104.00	113.04
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398	104.00	113.04
399	104.00	113.04
400	104.00	113.04

CONDOMINIUM PLAN
 SCALE 1"=40'

COMMON AREA AND P.U.E.

All areas of the subject property not included within the partition of any unit as defined above, including without limitation each structure (except for the unit), the soil earth of the lot upon which the structure is located and the space above the structure, all bearing walls (except the interior masonry thereof), columns, girders, roofs, foundations, sub-floors, unfinished floors, reservoirs, tanks, pumps, motors, and other central services, fire extinguishers, pipes, conduits, wires and other utility installations wherever located (except the exterior thereof when located within the unit), exterior stairways and common halls, balconies, decks, patios and storage areas, streets, lawns, parking and driveway areas, trees and other landscaping on the property, as well as all other property in the project not specifically described above.

THE PINNACLES

A CONDOMINIUM DEVELOPMENT OF
 PARCEL D AS SHOWN ON 12-PM-43,
 IN THE CITY OF SOLEDAD, MONTEREY
 COUNTY CALIFORNIA

MADE FOR

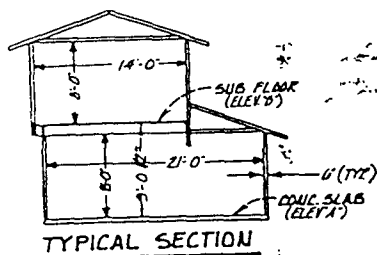
THE PINNACLES A CALIF GEN. PTNSP
 BY

MONTEREY COUNTY SURVEYORS, INC.
 235 SALINAS ST., SALINAS, CA 95001 PH 408-REA-1304
 SCALE: 1"=40' JOB NO 17395 DATE: AUG-1997

SHEET 2 OF 3 SHEETS

NOTES

- G INDICATES GARAGES.
- INDICATES INTERIOR SIDE OF THE EXTERIOR WALLS.
- * OFFSET ARE FROM PROPERTY LINE TO EXTERIOR WALL FACE.



TYPICAL SECTION

SCALE 1/8"=1'-0"

UNIT

The lower vertical boundary of each unit is the top of the sub-flooring. The upper vertical boundary is the interior surface of the finished ceiling.
 The lateral boundaries of each unit are the interior surfaces of the outside perimeter walls described in this plan, the windows and the doors of each unit. Each unit includes both the portion of the building so described and the space so encompassed, the floor coverings and finishes above the sub-floor, the windows and the interior finishes of walls and doors, whether being an integral part of the unit or bearing walls (except the exterior thereof), columns, roofs, foundations, sub-floors, reservoirs, tanks, pumps and other central services, pipes, ducts, chimneys, flues, chutes, conduits, wires and other utility installations wherever located, except the exterior thereof when located within the unit.

THE TITLE INSURANCE COMPANY OF MINNESOTA

Fee \$300 00
No S-130480
Tract No

SUBDIVISION GUARANTEE

TITLE INSURANCE COMPANY

OF MINNESOTA

a Corporation, of Minneapolis, Minnesota

Guarantees

The County of Monterey
and any City within which said subdivision is located
in a sum not exceeding \$1000 00

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land hereinafter described, 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 the subdivision map of said land and offering for dedication any streets, roads, avenues and other easements offered for dedication by said subdivision map are.

See Exhibit "A" Attached

The Tract hereinbefore referred to is a subdivision of lands described as
See Exhibit "B" Attached

DATED

"B"

**TITLE INSURANCE COMPANY
OF MINNESOTA**



E. Melonville President
R. J. Garwood Secretary

ATTEST

Countersigned:
By *[Signature]*
Validating Officer

THN 17 '91 09 25

FOUNDER: EHLINHE

01: POC

Order No S-130480

EXHIBIT "A"

- 1 The Pinnacles, a California General Partnership, as Fee Holder
2. Founders Title Company, as Trustee by Deed of Trust recorded February 28, 1989 in Reel 2335, Page 692, Official Records

NOTE

The signatures of the owners of the following interests may be waived by governing body pursuant to Section 66436 of the Government Code as said interest cannot ripen into fee

(A) Pacific Bell, A Corporation, Easement Holder by document recorded April 14, 1989 in Reel 2353, Page 893, Official Records

JAN 17 31 09 DE FOUNDERE SALINACI

013 P04

↑

Order No. S-130480

EXHIBIT "B"

Parcel D as said parcel is shown on the Parcel Map recorded January 25, 1978 in Volume 12 of Parcel Maps, at Page 43, Monterey County 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 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 mort-

gage, 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 hereof, 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 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 under this Guarantee 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.