

RESOLUTION NO. 2202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ACCEPTING FOR RECORDATION A FINAL MINOR SUBDIVISION
MAP 91-02 AND SUBDIVISION GUARANTEE SUBMITTED
BY JESUS AND JOSE CHAVEZ FOR
APN 022-171-24

WHEREAS, Jesus and Jose Chavez the Subdividers of a
minor subdivision within the City of Soledad designated as Minor
Subdivision 91-02; and

WHEREAS, the Subdivider has now completed 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; and

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 January
15, 1992.

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 Title Insurance Company of Minnesota #T-143561-A 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 26th day of
October, 1992, by the following vote:

AYES, and in favor, thereof, Councilmembers: Fabian
Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem
John Holguin, Mayor Joe Ledesma
NOES, Councilmembers None
ABSENT, Councilmembers: None

Joe C. Ledezma
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

[Signature]
CITY CLERK OF THE CITY OF CITY OF SOLEDAD

CERTIFICATE OF SECRETARY OF PLANNING COMMISSION

I, _____, Secretary of the Planning Commission of the City of Soledad, California, certify that I have examined this map, that the subdivision thereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof as approved by the Planning Commission of Soledad, California, on _____, that all provisions of the California Subdivision Map Act as amended, and of the Soledad City Ordinance No 264, applicable at the time of approval of said "Tentative Map" have been complied with

Dated _____ Secretary of the Planning Commission City of Soledad, California

in and
bed
same.

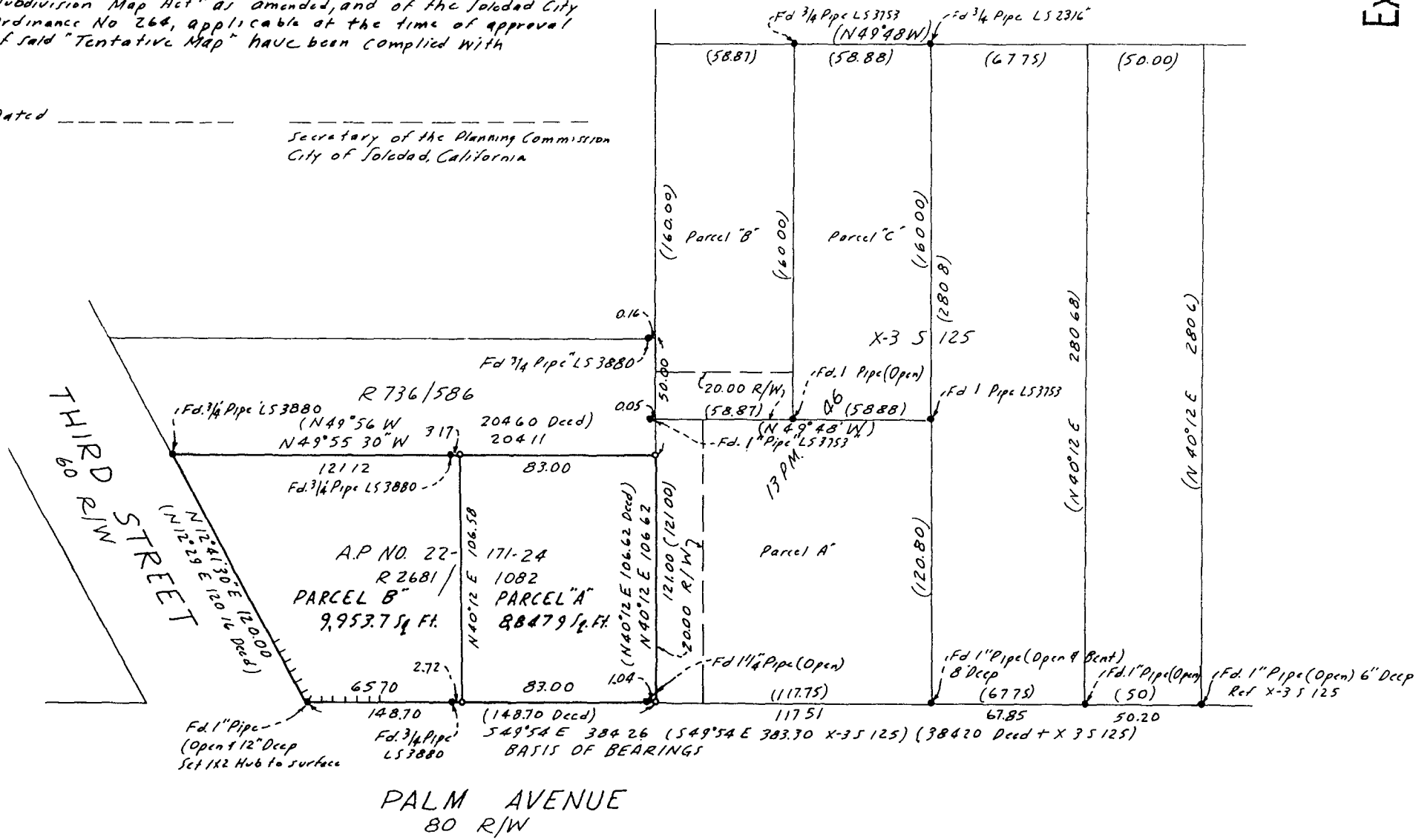


Exhibit "A"

Fee \$300 00
No T-143561-A
Parcel Map
Ref

PARCEL MAP GUARANTEE

Subject to the exclusions form coverage, the limits of liability, and other provisions of the conditions and stipulations hereto annexed and made a part of this Guarantee,

TITLE INSURANCE COMPANY OF MINNESOTA,
herein called "the Company",

GUARANTEES

The County of Monterey and any city within which the land is located

herein called the Assured, against loss not exceeding \$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 stated below

1 The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown on Exceptions herein, which Exceptions are not necessarily shown in the order of their priority

2 Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use a a primary reference in legal descriptions of the parcels within its boundaries

Dated

TITLE INSURANCE COMPANY OF MINNESOTA

By *[Signature]*
Validating Officer

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The estate or interest in the land hereinafter described or referred to conveyed by this Parcel Map Guarantee is

A Fee

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

Jesus P Chavez and Gloria V Chavez, who are married to each other, as Joint Tenants as to an undivided 1/2 interest and Jose n Chavez and Guadalupe G Chavez, who are married to each other, as Joint Tenants as to an undivided 1/2 interest

The land referred to in this Parcel Map Guarantee is described as follows

See Exhibit "A" Attached

Exceptions

See Exhibit "B" Attached

CLIA Guarantee Form NO 23
Part 2
(January 13, 1978)

T-143561-A

EXHIBIT "A"

Certain real property situate, lying and being in subdivision "A" of Lot 2, of Rancho San Vincente, in County of Monterey, State of California, being a part of that certain 142 92 acre tract of land conveyed by Concepcion M. McKee to Innocente Vosti, by deed dated January 30, 1911, recorded in Volume 117 of Deeds, at Page 315, records of Monterey County, California, said part being particularly described as follows, to-wit

Beginning at a 1" diameter iron pipe, from which the most Westerly corner of that certain 1 00 acre tract of land conveyed by Innocente Vosti to Theodore Nicolas Jones, et ux, by Deed dated July 29, 1939, recorded in Volume 581 Official Records at Page 413, records of Monterey County, California, bears North 12° 29' East, 472 99 feet distant, thence from said point of beginning and running

- (1) South 12° 29' West, 120 16 feet to a 1 3/4" iron pipe standing in the Southeasterly production of the Northeasterly line of Palm Avenue (80 00 feet wide); thence along the Southeasterly production of said Northeasterly line of Palm Avenue
- (2) South 49° 54' East, 148 70 feet to a 1 1/4" iron pipe, thence leave the Southeasterly production of said Northeasterly line of Palm Avenue and running
- (3) North 40° 12' East, 106 62 feet to a 1 1/2" diameter iron pipe, thence
- (4) North 49° 56' West, 204 60 feet to the place of beginning

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EXHIBIT "B"

1 Taxes, general and Special, for the fiscal year 1991 & 1992 a lien, but not yet due or payable

Code No 006-011
Assessor's Parcel No 022-171-24

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 The premises herein described lies within the bounds of the Soledad Redevelopment Plan, recorded July 14th, 1983 in Reel 1650 of Official Records, Page 886, and is subject to the terms and provisions set forth therein

Reference is directed to the record for full particulars

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

Amount \$123,000 00
Trustor/Borrower Jesus P Chavez and Gloria V Chavez, who are married to each other, Jose N Chavez and Guadalupe G Chavez, who are married to each other
Trustee Continental Auxiliary Company, a California corporation
Beneficiary/Lender Bank of America National Trust and Savings Association
Dated August 8th, 1991
Recorded August 16th, 1991 in Reel 2681 of Official Records, Page 1084
Loan No 5856221
Returned to Address 2800 Campus Dr 2nd Floor, San Mateo, CA 94403

Attached to

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 insured 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 attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damage 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 and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to its Home Office, Minneapolis, Minnesota.

10. THE FEE SPECIFIED ON THE FACE OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

MONTEREY COUNTY

TREASURER—TAX COLLECTOR

Louis G Solton, Treasurer Tax Collector
Harry A. Hill III, Asst Treasurer Tax Collector

Treasury Division
P O Box 1992
Salinas CA 93902
(408) 755 5015
Fax # (408) 424-6534

Tax Collector Division
P O Box 691
Salinas Ca 93902
(408) 755-5057
647 7857 Monterey
385-8357 King City



PROPERTY TAX CLEARANCE CERTIFICATION

MINOR SUBDIVISION/
SUBDIVISION JESUS P. CHAVEZ PARCEL MAP

ASSESSEE/
SUBDIVIDER CHAVEZ , JESUS P et al

I, LOUIS G SOLTON, TAX COLLECTOR OF THE COUNTY OF MONTEREY,
STATE OF CALIFORNIA, HEREBY CERTIFY THAT ACCORDING TO THE
RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID TAXES OR
SPECIAL ASSESSMENTS AGAINST THE PROPERTY DESCRIBED BELOW

TAX ROLL 1992-93
A P N 022-171-024 ////////// //////////
C A 006-011
BILL NO _____
DATE April 4 ?

LOUIS G SOLTON,
MONTEREY COUNTY TAX COLLECTOR

BY [Signature]
DEPUTY

THIS TAX CLEARANCE IS VALID
THROUGH FEBRUARY 2000