



## Staff Report to the Zoning Administrator

Application Number: **111339**

**Applicant:** Brian Aced, DeMattei  
Construction, Inc.

**Owner:** Doug and Margo Lynn

**APN:** 028-171-09

**Agenda Date:** July 6, 2012

**Agenda Item #:** 2

**Time:** After 9:00 a.m.

**Project Description:** Proposal to construct a two-story single family dwelling on a small (2,288 sq. ft.) substandard lot. Requires a Coastal Development Permit and a Variance to reduce the required rear yard setback from 15-feet to 5-feet, and a Variance to reduce the required 20-foot garage setback to 18-feet.

**Location:** Property located on the northwest corner of E. Cliff and 20th Avenue (no situs currently but likely to become 213 20th Ave.).

**Supervisory District:** 1st District (District Supervisor: John Leopold)

**Permits Required:** Requires a Coastal Development Permit and a Variance to reduce the required rear yard from 15-feet to 5-feet, and a Variance to reduce the required 20-foot garage setback from 20-feet to 18-feet.

### Staff Recommendation:

- Certification that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 111339, based on the attached findings and conditions.

### Exhibits

- |  |                                     |
|--|-------------------------------------|
| A. Project plans                                 | E. Assessor's, Location, Zoning and |
| B. Findings                                      | General Plan Maps                   |
| C. Conditions                                    | F. Comments & Correspondence        |
| D. Categorical Exemption (CEQA<br>determination) | G. Parcel History/Chain of Title    |

### Parcel Information

Parcel Size:	2,288 square feet
Existing Land Use - Parcel:	Vacant
Existing Land Use - Surrounding:	Single-family dwellings
Project Access:	20th Ave.

Planning Area: Live Oak  
Land Use Designation: R-UM (Urban Medium Residential)  
Zone District: R-1-4 (Single-Family Residential – 4,000 sq ft minimum lot size)  
Coastal Zone: ☒ Inside ☐ Outside  
Appealable to Calif. Coastal Comm. ☐ Yes ☒ No

### Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site  
Soils: N/A  
Fire Hazard: Not a mapped constraint  
Slopes: 0-15%  
Env. Sen. Habitat: Mapped Zayante Band-winged grasshopper; however no habitat on site  
Grading: 60 cubic yds, excavated, 14 cubic yds. as embankment  
Tree Removal: 3 fruit trees to be removed  
Scenic: Not a mapped resource  
Drainage: Existing drainage adequate  
Archeology: Not mapped/no physical evidence on site

### Services Information

Urban/Rural Services Line: ☒ Inside ☐ Outside  
Water Supply: Public  
Sewage Disposal: Public  
Fire District: Central Fire Protection District  
Drainage District: Zone 5

### History

The subject parcel appears to have been legally created along with the adjacent similarly-sized (i.e., substandard) parcel to the north in the early 1950's, prior to institution of the County's zoning regulations in 1958. Both of these small parcels were created from parts of 3 larger parcels that were part of the original 1891 Santa Maria del Mar Subdivision (see Exhibit G for Parcel History and Chain of Title). The subject parcel is currently vacant and has been used as an extended front/side yard for the adjacent residence to the north, which is owned by the same individuals. The subject parcel is 2,288 square feet in area. According to County Assessor's records, the existing single-story dwelling that occupies the adjacent site to the north (owned by the same individuals) was constructed in 1961.

### Project Setting

The subject parcel is 2,288 square feet in area (50.85' x 45') and is undeveloped except for landscaping including a small rock-lined pond. The lot is flat and is located within the Live Oak Planning Area. The surrounding neighborhood is characterized by one and two-story single family dwellings. With the exception of the lot adjacent and to the north of the subject site, the subject

lot is roughly half the size of the other residential lots in the neighborhood. Twentieth Avenue, a County-maintained street, provides access to the property.

A provision of the County Code allows the County to require the merger of contiguous substandard parcels under the same ownership, as is the case with the subject parcel (APN 028-171-09) and its neighboring parcel to the north (APN 028-171-08). County Code Section 14.01.111 states that parcels that meet the above criteria are subject to merger, but that it does not mandate their merger. This provision was put in place to address the tiny, unbuildable “postage stamp” type lots in some very old County subdivisions that were created before the County regulated the division of land. The County has not exercised this authority in the last several decades.

### **Proposed Project**

The applicant proposes to construct a 1,365 square foot, two-story, 2-bedroom/2-bathroom single-family dwelling, with an attached one-car garage. There will be two additional off-street parking spaces outside the garage, for a total of three spaces including the one in the garage, as is required for a two bedroom dwelling. The proposed ground floor represents a lot-coverage of approximately 34%, well below the 40% lot coverage allowed. The proposed dwelling will conform to the side yard setbacks and FAR requirements, but will require a Variance for a proposed reduction in the rear yard setback from the required 15-feet to 5-feet and a reduction in the distance from the edge of the lot to the garage door from the required 20-feet to 18-feet. As part of the project, approximately 60 cubic yards are proposed to be excavated, and approximately 14 cubic yards of that amount are proposed to be retained on site as new embankments. Three small fruit trees and several shrubs are proposed to be removed. A small existing rock lined pond will be also be removed and new landscaping added.

### **Zoning & General Plan Consistency**

The subject property is a parcel of approximately 2,288 square feet, located in the R-1-8 (Single-family residential – 8,000 square foot minimum lot size) zone district, a designation, which allows residential uses. The proposed dwelling is a principal permitted use within the zone district and the project is similarly consistent with the site's (R-UM) Urban Medium Residential General Plan designation. Per County Code Section 13.10.552(a), the development is required to provide a total of three on-site parking spaces. The proposed garage accommodates one space, while the two additional required spaces are located in the driveway outside the garage.

### **Local Coastal Program Consistency**

The proposed single-family dwelling and attached garage is in conformance with the County's certified Local Coastal Program, in that the structure is sited and designed to be visually compatible, in scale with, and integrated with the character of the surrounding neighborhood. Developed parcels in the area contain single-family dwellings of one and two story construction. Size and architectural styles vary widely in the area, and the design submitted is not inconsistent with the existing range. The project site is not located between the shoreline and the first public road and is not identified as a priority acquisition site in the County's Local Coastal Program. Consequently, the proposed project will not interfere with public access to the beach, ocean, or

other nearby body of water.

### **Variance**

In order to accommodate the lot coverage restrictions and to provide a reasonably sized dwelling on this substandard lot, the new dwelling will require a variance to encroach 10 feet into the rear yard setback and to decrease the required garage setback, from 20 feet to 18 feet. As previously stated, the lot is a legally conforming 2,288 square foot site, about half of the size of the majority of the surrounding parcels in the neighborhood and *less* than half of the required minimum lot size for the zone district (R-1-8). It is not feasible to construct a modestly sized dwelling on a lot that is only 45-feet deep, given the 10-foot front and 15-foot rear yard required setbacks. Additionally, the garage setback is required to be a minimum of 20 feet. A variance is required in order to reduce the required garage setback from 20 feet to 18 feet and to reduce the rear yard setback from 15 feet to 5 feet, in order to provide a minimal 551 square foot ground-level footprint.

While the dwelling will not comply with the 15-foot rear yard setback, it should still provide the neighboring property to the west ample access to light and air as well as privacy. It should be noted that the rear yard of the subject property abuts the side yard of the lot to the west; therefore the western dwelling is located to within 5 feet of the shared property line and the proposed new dwelling will be set back the same distance from that property line. The height of the new building is 24' - 3", which is less than the 28-foot maximum height allowed in this location. Therefore, the impact of the building height on the rear neighbor is expected to be minimal. The required 20-foot garage setback is not feasible on the subject property given the 45-foot lot depth. The 18-foot proposed setback is needed to accommodate the on-site parking requirements.

### **Environmental Review**

The proposed residential addition is categorically exempt from review under the Environmental Quality Act (CEQA) consistent with CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures.

### **Conclusion**

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

### **Staff Recommendation**

- Certification that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- **APPROVAL** of Application Number 111339, based on the attached findings and conditions.

**Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project. The County Code and General Plan, as**

**well as hearing agendas and additional information are available online at: [www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)**

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## **Coastal Development Permit Findings**

- 1. That the project is a use allowed in one of the basic zone districts, other than the Special Use (SU) district, listed in section 13.10.170(d) as consistent with the General Plan and Local Coastal Program LUP designation.**

This finding can be made, in that the property is zoned R-1-8 (Single-Family Residential – 8,000 square-foot minimum parcel size), a designation which allows residential uses. The proposed dwelling is a principal permitted use within the zone district, consistent with the site's (R-UM) Urban Medium Residential General Plan designation.

- 2. That the project does not conflict with any existing easement or development restrictions such as public access, utility, or open space easements.**

This finding can be made, in that the proposal does not conflict with any existing easement or development restriction such as public access, utility, or open space easements in that no such easements or restrictions are known to encumber the project site.

- 3. That the project is consistent with the design criteria and special use standards and conditions of this chapter pursuant to section 13.20.130 et seq.**

This finding can be made, in that the development is consistent with the surrounding neighborhood in terms of architectural style; the site is surrounded by lots developed to an urban density; the colors shall be natural in appearance and complementary to the site; the development site is not on a prominent ridge, beach, or bluff top.

- 4. That the project conforms with the public access, recreation, and visitor-serving policies, standards and maps of the General Plan and Local Coastal Program land use plan, specifically Chapter 2: figure 2.5 and Chapter 7, and, as to any development between and nearest public road and the sea or the shoreline of any body of water located within the coastal zone, such development is in conformity with the public access and public recreation policies of Chapter 3 of the Coastal Act commencing with section 30200.**

This finding can be made, in that the project site is not located between the shoreline and the first public road. Consequently, the proposed dwelling will not interfere with public access to the beach, ocean, or any nearby body of water. Further, the project site is not identified as a priority acquisition site in the County Local Coastal Program.

- 5. That the proposed development is in conformity with the certified local coastal program.**

This finding can be made, in that the structure is sited and designed to be visually compatible, in scale with, and integrated with the character of the surrounding neighborhood. Additionally, residential uses are allowed uses in the R-1-8 (Single-Family Residential – 8,000 square foot minimum parcel size) zone district of the area, as well as the General Plan and Local Coastal

Program land use designation. Developed parcels in the area contain one and two-story single-family dwellings. Size and architectural styles vary widely in the area, and the design submitted is not inconsistent with the existing range.

## **Development Permit Findings**

- 1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.**

The project is located in an area designated for residential uses. Construction will comply with prevailing building technology, the Uniform Building Code, and the County Building ordinance to ensure optimum safety and conservation of energy and resources. The proposed dwelling will not deprive adjacent properties or the neighborhood of light, air, or open space. A variance is included in this application in order to reduce the required rear yard and garage setbacks to accommodate a modestly sized dwelling on a substandard lot. Given the required setbacks and the 45-foot lot depth, a dwelling would not be feasible on this property without variances to site standards for the R-1-8 zone district.

- 2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.**

While the existing legal parcel of record is substandard with respect to parcel size under the R-1-8 (Single-family residential – 8,000 square foot minimum lot size) zone district, the proposed residential development is similar to what exists in the surrounding neighborhood. The proposed degree of encroachment into required setbacks will be not significantly impact neighboring structures, in that the rear yard of the subject property abuts the side yard of the lot to the west; therefore the western dwelling is located within 5 feet of the shared property line, and the proposed dwelling will be setback the same distance from that property line. The proposed house will comply with required lot coverage and Floor Area Ratio.

- 3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.**

The proposed residential development will not adversely impact the light, solar opportunities, air, and/or open space available to other structures or properties in that the replacement dwelling will not adversely shade adjacent properties. The new structure will comply with the required lot coverage and floor area ratio, and will provide the required on-site parking.

The proposed residential development will not be improperly proportioned to the parcel size or the character of the neighborhood as specified in General Plan Policy 8.6.1 (Maintaining a Relationship Between Structure and Parcel Sizes), in that, other than the garage and rear yard setback, the proposed residential addition complies with the site standards for the R-1-8 zone district (including lot coverage, floor area ratio, height, and number of stories) and will result in a structure consistent with a design that could be approved on any similarly sized lot in the vicinity. The proposed dwelling is very modest in size and the variances are necessary to provide use of the legal parcel. Due to the size of the subject parcel, the proposed design and configuration is the most feasible and least



impactful to the surrounding neighborhood.

4. **That the proposed use will not overload utilities and will not generate more than the acceptable level of traffic on the streets in the vicinity.**

This finding can be made in that the proposed small 2-bedroom house will generate only a slight increase use of utilities and a negligible amount of increased traffic.

5. **That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.**

This finding can be made, in that the proposed residential development is located in a mixed neighborhood containing a variety of architectural styles, and the construction is consistent with the land use intensity and density of the neighborhood. The proposed house complements the relationship among the dwellings in the neighborhood.

6. **The proposed development project is consistent with the Design Standards and Guidelines (sections 13.11.070 through 13.11.076), and any other applicable requirements of this chapter.**

This finding can be made, in that the proposed dwelling will be of an appropriate scale and type of design that will enhance the aesthetic qualities of the surrounding properties and will not reduce or visually impact available open space in the surrounding area. The size, scale, and location of the proposed development is consistent with the surrounding properties in the neighborhood.

## Variance Findings

1. **That because of special circumstances applicable to the property, including size, shape, topography, location, and surrounding existing structures, the strict application of the Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.**

This finding can be made, in that, due to the small size of the subject parcel, it is not possible to construct a reasonably sized house without encroaching into the rear setback and reducing the 20-foot setback to the garage. The lot is constrained by its shallow depth and substandard dimensions. A variance is necessary to construct a modestly-sized and functional dwelling (1,365 sq. ft. proposed) on the parcel, as the required setbacks would leave a building envelope only 30 feet in depth. The required setbacks limit the footprint and location of the proposed dwelling and garage. The strict application of the zoning ordinance with respect to setbacks would deprive the property owner of a reasonable amount of living space for their residence, a privilege enjoyed by other properties in the area.

2. **That the granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety, or welfare or injurious to property or improvements in the vicinity.**

The granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety, or welfare or injurious to property or improvements in the vicinity in that the proposed structure is of modest size (1,365 sq. ft.) and height (24'-3") and will not adversely impact the light, solar opportunities, air, and/or open space available to other structures or properties in that the replacement dwelling will not adversely shade adjacent properties. Moreover the new structure will comply with the required lot coverage and floor area ratio, and will provide the required on-site parking.

In addition, the proposed house will be properly proportioned to the parcel size or the character of the neighborhood as specified in General Plan Policy 8.6.1 (Maintaining a Relationship Between Structure and Parcel Sizes), in that, other than the garage and rear yard setback, the proposed residential addition complies with the site standards for the R-1-8 zone district (including lot coverage, floor area ratio, height, and number of stories) and will result in a structure consistent with a design that could be approved on any similarly sized lot in the vicinity. The proposed dwelling is very modest in size and the variances are necessary to provide viable use of the legal parcel. Due to the size of the subject parcel, the proposed design and configuration is the most feasible and least impactful to the surrounding neighborhood.

While the existing legal parcel of record is substandard with respect to parcel size under the R-1-8 (Single-family residential – 8,000 square foot minimum lot size) zone district, the proposed residential development is similar to what exists in the surrounding neighborhood. The proposed degree of encroachment into required setbacks will not significantly impact neighboring structures, in that the rear yard of the subject property abuts the side yard of the lot to the west; therefore the western dwelling is located within 5 feet of the shared property line, and the proposed dwelling will be set back an equal distance from that property line.

3. **That the granting of such variances shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such is situated.**

This finding can be made, in that, due to the small size of the subject legal parcel, it is not possible to construct a reasonably sized house, such as those that exist on surrounding lots, without encroaching into the rear setback and reducing the 20-foot setback to the garage. A variance is necessary to construct the proposed modestly-sized dwelling (1,365 sq. ft.) on the parcel, as the required setbacks would leave a building envelope only 30 feet in depth. The strict application of the zoning ordinance with respect to setbacks would deprive the property owner of a reasonable amount of living space for their residence, a privilege enjoyed by other properties in the area.

Moreover, the proposed degree of encroachment into required setbacks will be not significantly impact neighboring structures, in that the proposed dwelling will be setback the same distance from the western property line as the neighboring house is setback from the same property line on the adjacent parcel to the west (i.e., both the new house and the existing neighboring house will be set back 5-feet from that shared property line).

## Conditions of Approval

Exhibit A: Project plans, 8 sheets, prepared by DeMattei Construction, Inc., dated 11/2/11, and Existing Site Conditions Plan, Preliminary Grading and Drainage Plan, Preliminary Site Utility Plan, and Preliminary Erosion Control Plan, 1 sheet each, prepared by Ifland Engineers, dated 1/6/12.

- I. This permit authorizes the construction of a two-story 1,365 square foot, two-bedroom single family dwelling, and attached garage. This approval does not confer legal status on any existing structure(s) or existing use(s) on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
  - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
  - B. Obtain a Building Permit from the Santa Cruz County Building Official.
    1. Any outstanding balance due to the Planning Department must be paid prior to making a Building Permit application. Applications for Building Permits will not be accepted or processed while there is an outstanding balance due.
  - C. Obtain an Encroachment Permit from the Department of Public Works for all off-site work performed in the County road right-of-way.
    1. No landscaping shall be permitted to encroach into the right-of-way such that public parking is impacted.
  - D. Submit proof that these conditions have been recorded in the official records of the County of Santa Cruz (Office of the County Recorder) within 30 days from the effective date of this permit.
- II. Prior to issuance of a Building Permit the applicant/owner shall:
  - A. Submit final architectural plans for review and approval by the Planning Department. The final plans shall be in substantial compliance with the plans marked Exhibit "A" on file with the Planning Department. Any changes from the approved Exhibit "A" for this development permit on the plans submitted for the Building Permit must be clearly called out and labeled by standard architectural methods to indicate such changes. Any changes that are not properly called out and labeled will not be authorized by any Building Permit that is issued for the proposed development.

The final plans shall include the following additional information:

1. One elevation shall indicate materials and colors as they were approved by this Discretionary Application.
  2. Drainage, and erosion control plans. Erosion control plans must include fencing at the perimeter of the dripline of the plum tree, per the project arborist's recommendations.
  3. Plans shall include a note stating that the project arborist shall be onsite during the excavation necessary for the construction of the patio to ensure adequate protection of the tree.
  4. The building plans must include a roof plan and a surveyed contour map of the ground surface, superimposed and extended to allow height measurement of all features. Spot elevations shall be provided at points on the structure that have the greatest difference between ground surface and the highest portion of the structure above. This requirement is in addition to the standard requirement of detailed elevations and cross-sections and the topography of the project site which clearly depict the total height of the proposed structure. Maximum height is 24.25 feet as shown on Exhibit A.
  5. Details showing compliance with fire department requirements.
  6. Details showing the locations of downspouts and how runoff from the downspouts will be directed to the proposed drainage swale.
  7. Details showing cross section construction details for the proposed permeable concrete pavers and drainage swale. Please note that the county would prefer a vegetated swale to allow filtration and percolation of runoff prior to leaving the site.
  8. Prior to building permit approval, the applicant shall submit a soils report prepared by a licensed geotechnical engineer for review by the County Civil Engineer, and project plans shall be revised if necessary to be in conformance with the recommendations provided in the soils report.
  9. Prior to building permit approval, the applicant shall submit an erosion control plan for review by the Resource Planner.
- B. Submit four copies of the approved Discretionary Permit with the Conditions of Approval attached. The Conditions of Approval shall be recorded prior to submittal, if applicable.
- C. Meet all requirements of and pay Zone 5 drainage fees to the County Department of Public Works, Stormwater Management. Drainage fees will be assessed on the net increase in impervious area.

- D. Meet all requirements and pay any applicable plan check fee of the Central Fire Protection District.
  - E. Provide required off-street parking for two (2) cars. Parking spaces must be 8.5 feet wide by 18 feet long and must be located entirely outside vehicular rights-of way. Parking must be clearly designated on the plot plan.
  - F. Submit a written statement signed by an authorized representative of the school district in which the project is located confirming payment in full of all applicable developer fees and other requirements lawfully imposed by the school district.
  - G. Pay the current fees for Roadside and Transportation improvements for 2 bedroom(s). Currently, these fees are, respectively, \$3,000 (for Roadside) and \$3,000 (for Transportation) per housing unit.
  - H. Pay the current fees for Parks and Child Care mitigation for 2 bedroom(s). Currently, these fees are, respectively, \$1,000 (for Parks) and \$109 per bedroom (for Child Care).
- III. All construction shall be performed according to the approved plans for the Building Permit. Prior to final building inspection, the applicant/owner must meet the following conditions:
- A. All site improvements shown on the final approved Building Permit plans shall be installed.
  - B. All inspections required by the building permit shall be completed to the satisfaction of the County Building Official.
  - C. The project must comply with all recommendations of the approved soils reports.
  - D. Once plans have been approved by all agencies, provide a plan review letter from the soils engineer referencing the final revised drawings and stating that they conform to the provided recommendations.
  - E. Pursuant to Sections 16.40.040 and 16.42.100 of the County Code, if at any time during site preparation, excavation, or other ground disturbance associated with this development, any artifact or other evidence of an historic archaeological resource or a Native American cultural site is discovered, the responsible persons shall immediately cease and desist from all further site excavation and notify the Sheriff-Coroner if the discovery contains human remains, or the Planning Director if the discovery contains no human remains. The procedures established in Sections 16.40.040 and 16.42.100, shall be observed.

#### IV. Operational Conditions

- A. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.
- B. To minimize noise, dust and nuisance impacts on surrounding properties to insignificant levels during construction, the owner/applicant shall or shall have the project contractor comply with the following measures during all construction work:
  - 1. Limit all construction to the time between 8:00 am and 6:00 pm weekdays, excluding holidays

#### V. As a condition of this development approval, the holder of this development approval ("Development Approval Holder"), is required to defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents, from and against any claim (including attorneys' fees), against the COUNTY, its officers, employees, and agents to attack, set aside, void, or annul this development approval of the COUNTY or any subsequent amendment of this development approval which is requested by the Development Approval Holder.

- A. COUNTY shall promptly notify the Development Approval Holder of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. COUNTY shall cooperate fully in such defense. If COUNTY fails to notify the Development Approval Holder within sixty (60) days of any such claim, action, or proceeding, or fails to cooperate fully in the defense thereof, the Development Approval Holder shall not thereafter be responsible to defend, indemnify, or hold harmless the COUNTY if such failure to notify or cooperate was significantly prejudicial to the Development Approval Holder.
- B. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
  - 1. COUNTY bears its own attorney's fees and costs; and
  - 2. COUNTY defends the action in good faith.
- C. Settlement. The Development Approval Holder shall not be required to pay or perform any settlement unless such Development Approval Holder has approved the settlement. When representing the County, the Development Approval Holder shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the County.

- D. Successors Bound. "Development Approval Holder" shall include the applicant and the successor'(s) in interest, transferee(s), and assign(s) of the applicant.

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Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

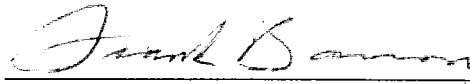
**Please note: This permit expires three years from the effective date listed below unless a building permit (or permits) is obtained for the primary structure described in the development permit (does not include demolition, temporary power pole or other site preparation permits, or accessory structures unless these are the primary subject of the development permit). Failure to exercise the building permit and to complete all of the construction under the building permit, resulting in the expiration of the building permit, will void the development permit, unless there are special circumstances as determined by the Planning Director.**

Approval Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Steven Guiney  
Deputy Zoning Administrator

  
\_\_\_\_\_  
Frank Barron  
Project Planner

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Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.



# CALIFORNIA ENVIRONMENTAL QUALITY ACT

## NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 111339

Assessor Parcel Number: 028-171-09

Project Location: 213 20th Ave. Santa Cruz, CA 95062

**Project Description: Construction of a new 1,365 sq. ft. two-story single-family dwelling and attached garage.**

**Person or Agency Proposing Project: Brian Aced, DeMattei Construction, Inc.**

**Contact Phone Number: (408) 640-0663**

- A. \_\_\_\_\_ The proposed activity is not a project under CEQA Guidelines Section 15378.  
B. \_\_\_\_\_ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).  
C. \_\_\_\_\_ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.  
D. \_\_\_\_\_ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).

Specify type:

E.   X   **Categorical Exemption**

Specify type: 15303. New Construction or Conversion of Small Structures

**F. Reasons why the project is exempt:**

Construction of small (1,365 sq. ft.) single-family dwelling

In addition, none of the conditions described in Section 15300.2 apply to this project.

\_\_\_\_\_  
Frank Barron, Project Planner

Date: \_\_\_\_\_

THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUME ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.  
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Tax Area Code  
82-040

28-17

CORCORAN TR.  
19MB9 10/19/1911

100RS38  
10/23/2001

06

PORTOLA

AVE

AVE

NINETEENTH

EAST

TWENTY

TWENTY-FIRST

44

44

46

109RS14  
5/19/2006

SANTA MARIA DEL MAR  
5MB82 Copy 12-1 12/14/1391

76RS43  
2/24/1987  
58PM39  
2/9/2005

49 50 51  
63MB8  
2/24/1977

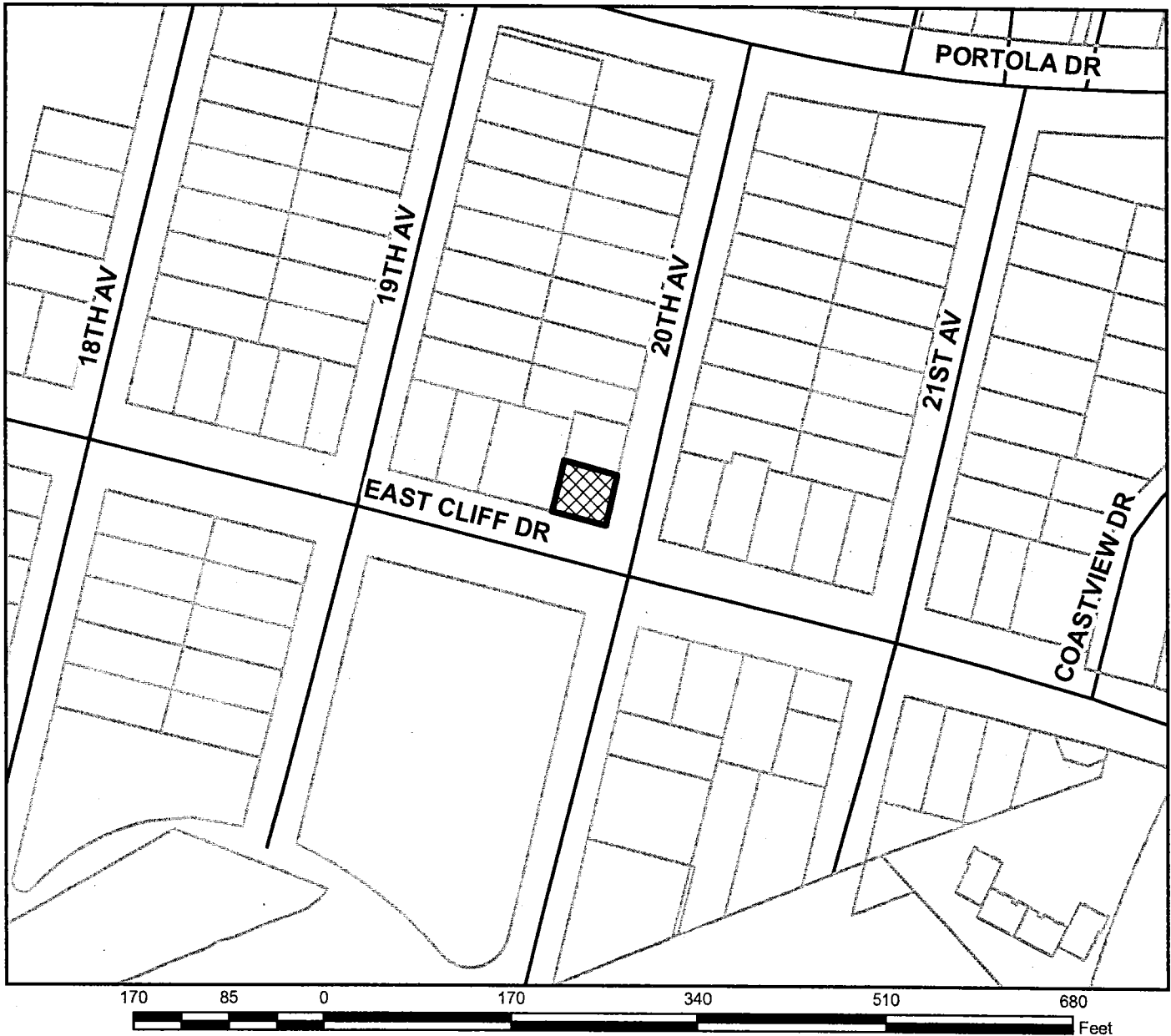
**Note - Assessor's Parcel & Block Numbers Shown in Circles.**

Assessor's Map No. 28-17  
County of Santa Cruz, Calif.  
Aug. 1998




Electronically Redrawn 8/19/98 rw  
Rev 6/8/00 mwm (98RS9)  
Rev 11/30/01 mwm (100RS38)  
Rev 2/8/02 mwm (sl. name)  
Rev 5/21/07 td (109RS14)  
Rev 10/18/10 DCB (10-0036461, Comb 1-27)

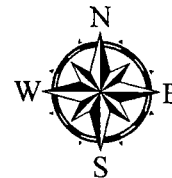


# Location Map



## LEGEND

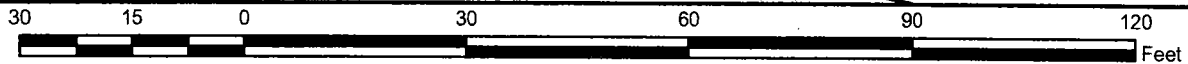
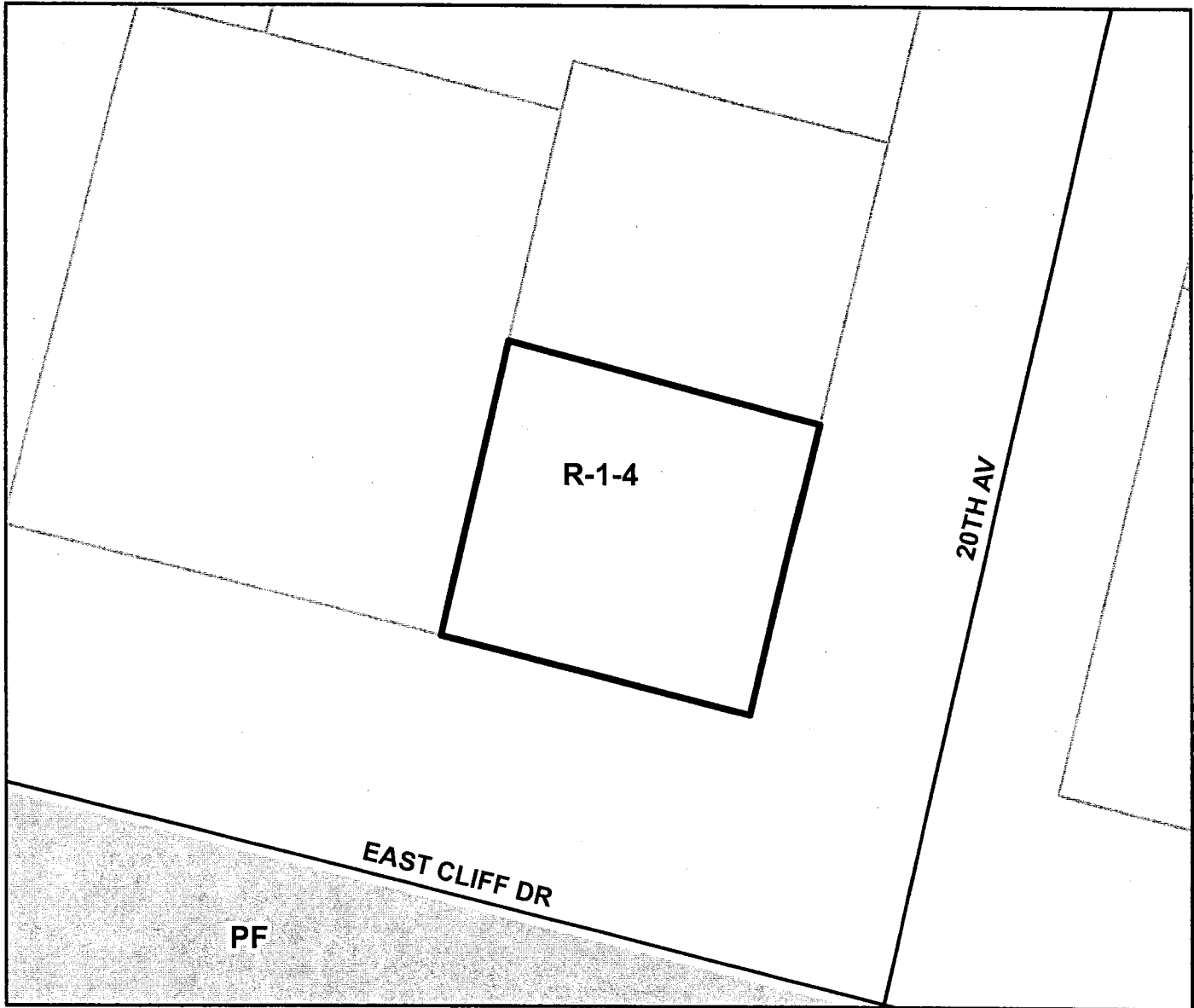
-  APN: 028-171-09
-  Assessors Parcels
-  Streets



Map Created by  
County of Santa Cruz  
Planning Department  
November 2011

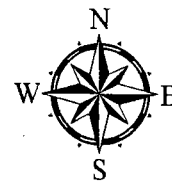


# Zoning Map



## LEGEND

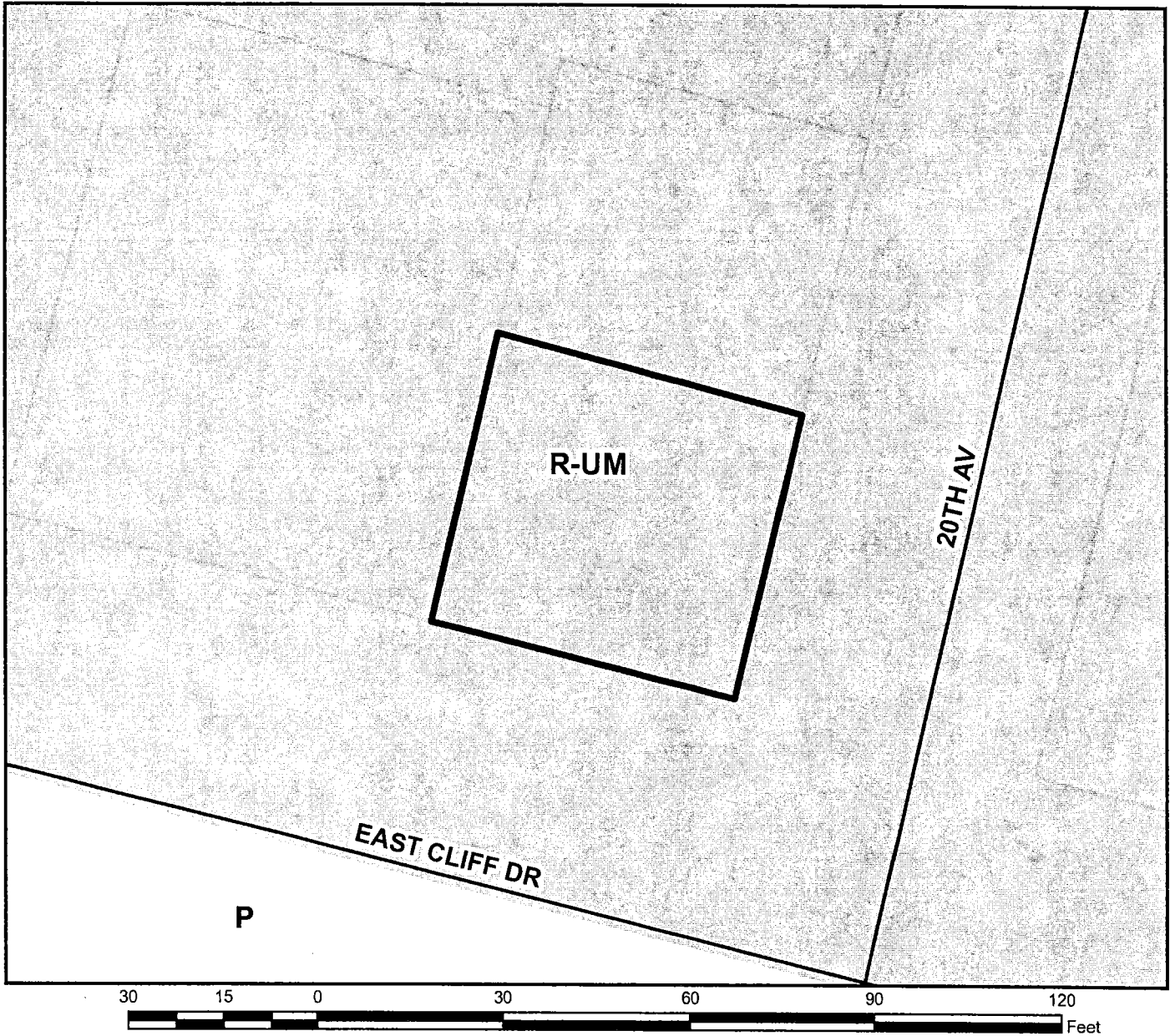
-  APN: 028-171-09
-  Assessors Parcels
-  Streets
-  RESIDENTIAL-SINGLE FAMILY
-  PUBLIC FACILITY



Map Created by  
County of Santa Cruz  
Planning Department  
November 2011



# General Plan Designation Map



## LEGEND



APN: 028-171-09



Assessors Parcels

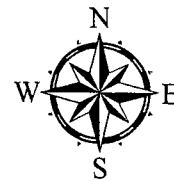


Streets



Residential - Urban Medium Density

Public Facilities



Map Created by  
County of Santa Cruz  
Planning Department  
November 2011

Frank Barron

---

**From:** Mike Guth [mguth@guthpatents.com]  
**Sent:** Tuesday, May 01, 2012 9:44 PM  
**To:** Frank Barron  
**Subject:** Re App 111339

Hi Frank,

I just read your staff report on this application for East Cliff and 20th.

I don't see any mention in your staff report of the code mandate for merger of this parcel to the other parcel.

#### **14.01.111 Merger.**

Two or more contiguous parcels or units of land held by the same owner shall be subject to merger if any one of the contiguous parcels or units held by the same owner does not conform to standards for minimum parcel size under the Santa Cruz County Zoning Ordinance applicable to the parcels or units of land, and if all of the following requirements are satisfied. For purposes of determining whether contiguous parcels are held by the same owner, ownership shall be determined as of the date that a Notice of Intention to Determine Status is recorded.

(a) At least one of the affected parcels is undeveloped by any structure for which a building permit was issued or for which a building permit was not required at the time of construction or is developed only with an accessory structure or accessory structures, or is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous parcel or unit.

(b) One or more of the following conditions exist with respect to the parcel to be merged:

1. It comprises less than 5,000 square feet in area at the time of determination of merger;

The code says that these parcels "shall" be subject to merger. You state that they are co-owned. There is no structure on the second parcel. They are way undersized.

How did you get around this mandate?

Please consider this a comment on the record for this application.

Please confirm receipt.

Thank you.

--

Yours Sincerely,

Michael A. Guth  
Attorney at Law  
(831) 462-8270 ofc  
(831) 462-8273 fax

Frank Barron

EXHIBIT F

**From:** Margo Lynn [margoalynn@gmail.com]  
**Sent:** Wednesday, June 20, 2012 9:37 AM  
**To:** Frank Barron  
**Cc:** Brian Aced; Mark De Mattei; Doug Lynn; Teresa Rein  
**Subject:** Fwd: EaglePro2: 215 20th Ave. Santa Cruz, CA 95062 Ref#:4077598  
**Attachments:** TransferDocument.pdf; ATT00001.htm; TransferDocument(2).pdf; ATT00002.htm

June 20, 2012

Dear Mr. Barron:

Below is a letter from our attorney with the attached chain of title for the two properties. As I stated, this property has been in my husband's family since 1933. Dr. Jayett was my husband's great grandfather. Lillian Trost was his grandmother and Janet Lynn was his mother. The lots were subdivided in 1950. If you need hard copies of the documents you should be able to print them out. If you need me to print them out and deliver them to you, please let me know immediately.

These documents provide you the information you requested. In turn, we are requesting that our building permit be put on the County agenda for hearing as soon as possible and that you inform us of the date. Should Mr. Guth have any further problems with this, I suggest you request that he file a formal complaint with the County.

His question of the division of this property has already cost us money and more importantly a delay in our proceeding with this project.

Should you have any question or require any additional information, I can be reached at 808-387-3723 or 808 387-3720 or by email at [margoalynn@gmail.com](mailto:margoalynn@gmail.com).

Very truly yours,

Margo A. Lynn

Begin forwarded message:

**From:** "Teresa Rein" <[trein@bossowilliams.com](mailto:trein@bossowilliams.com)>  
**Subject:** FW: EaglePro2: 215 20th Ave. Santa Cruz, CA 95062 Ref#:4077598  
**Date:** June 19, 2012 4:27:33 PM HST  
**To:** "Margo Lynn" <[margoalynn@gmail.com](mailto:margoalynn@gmail.com)>

Good evening, Margo,

The two chain of title guarantee documents just came in. (See attached). Both properties have an interesting history. It looks like the two parcels were split in February/March of 1950 when the vacant parcel was conveyed to Lillian Trost and the property located at 215 20<sup>th</sup> Avenue was conveyed to Albert C. Jayet, Son.

According to the County's web site, "if the parcel was created prior to January 21, 1972 (deeds are required to demonstrate this), then: the parcel must have been created as part of a land division of four or fewer cumulative contiguous lots created by the subdivider, and the parcel must have been in compliance with the minimum parcel size, width, and frontage established by the zoning in effect at the time of parcel creation."

Would you like me to contact the County? The County may ask for copies of the deeds, but I can order those.

Warmest regards,

Terry Rein

Teresa V. Rein  
Bosso Williams, APC  
P.O. Box 1822  
Santa Cruz, CA 95061-1822  
(831)426-8484  
trein@bossowilliams.com

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**From:** sblackwood@firstam.com [mailto:sblackwood@firstam.com]  
**Sent:** Tuesday, June 19, 2012 6:48 PM  
**To:** Teresa Rein  
**Subject:** EaglePro2: 215 20th Ave. Santa Cruz, CA 95062 Ref#:4077598

Welcome to First American Title - Your quickest source to access documents online 24/7.

We have created an exclusive web page for your specific transaction that contains images of the Reports and documents for your reference.

To view this web site, please click on the following link:

<http://eaglepro2.firstam.com/P/!moc^smailliwossob~niert!1219026.aspx>

We at First American Title appreciate you and your business and we look forward to working with you.

Sincerely,

Shaun Blackwood

Phone: 831-426-6500

\*\*\*\*\*  
\*\*\*\*\*

This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies



**Frank Barron**

---

**From:** Margo Lynn [margoalynn@gmail.com]  
**Sent:** Wednesday, June 20, 2012 10:05 AM  
**To:** Frank Barron  
**Cc:** Brian Aced; Mark De Mattei; Doug Lynn  
**Subject:** Additional family information on Lynn property

David Lynn Doug's dad: Expired 1/14/11 and gave the property to Doug and Hawaii property to Howard, Doug's brother.

Janet Trost Lynn: Doug's Mother Expired in 2001

Property has been in Janet Trost Lynn's family since at least 1933.

Owned by Albert C. Jayet who was Doug's great grandfather and Janet Lynn's grandfather. He was Dr. Jayet who lived in San Jose.

He had two sons, Albert Jr and Ernest Jayet and two daughters: Lillian Jayet Trost and Alice Jayet Walther

Lillian Jayet Trost was Doug's grandmother and Janet Trost Lynn was Doug's mother.

Lucia Hill was Janet Lynn's Cousin. She was the daughter of Alice Jayet Walther, who was one of Dr. Jayet's daughters.

Janis Jayet Cox was Janet Lynn's Cousin and the daughter of Albert Jayet Jr.

David and Janet Lynn, Doug's parents bought the property at 215 from Lucia and John Hill.

The two lots next door on the east cliff side of the property in question were owned by Dr. Jayet and then his son Ernest.

The two lots next door on the 20th street side of the property in question were owned by Dr. Jayet and then his son Albert Jr.

The two lots in question, which we own, were given to Dr. Jayet's two daughters, Lillian and Alice.



*First American Title*

**First American Title Company**

**330 Soquel Avenue  
Santa Cruz, CA 95062**

June 18, 2012

Teresa Rein  
Bosso Williams, APC  
133 Mission Street, Suite 280  
Santa Cruz, CA 95061  
Fax: (831)423-2839

*FOR APN:  
028-171-09  
(SUBJECT PARCEL)*

Title Officer: Shaun Blackwood  
Phone: (831)426-6500  
  
Order Number: 4402-4077604 (SB)

Escrow Number: 4402-4077604

Buyer: Lynn

Property: Vacant Land Known as, APN 028-171-09  
, CA

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

***Customer First!***

*First American Title Company*

**GUARANTEE**

LIABILITY: \$1,000.00  
FEE: \$170.00

ORDER NO.: 4402-4077604  
YOUR REF:

**First American Title Insurance Company**  
a California corporation, herein called the Company

**GUARANTEES**

**Teresa Rein c/o Bosso Williams, APC**

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**LIABILITY EXCLUSIONS AND LIMITATIONS**

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder 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 the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 05, 2012 at 7:30 A.M.

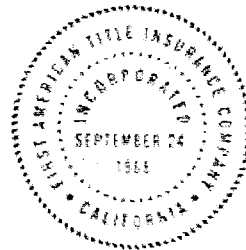
First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary



*First American Title Company*

**SCHEDULE A**

**CHAIN OF TITLE GUARANTEE**

The assurances referred to on the face page hereof are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by:

DOUGLAS P. LYNN, TRUSTEE OF THE DOUGLAS P. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND MARGARET A. LYNN, TRUSTEE OF THE MARGARET A. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST

pursuant to a GRANT DEED in and to the real property in the City of Santa Cruz, County of Santa Cruz, State of California , described as follows:

BEING PART OF LOTS 4, AND 5, BLOCK 13, AS THE SAME ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SANTA MARIA DEL MAR, SANTA CRUZ, CAL., SURVEYED SEPT. 1891 BY E.D. PERRY, COUNTY SURVEYOR", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON DECEMBER 14, 1891 IN VO1 12 OF MAPS AT PAGE 1, SANTA CRUZ COUNTY RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF 20TH AVENUE (FORMERLY RIORDAN STREET) FROM AND EAST CLIFF DRIVE THENCE ALONG THE NOERTHERLY LINE OF EAST CLIFF DRIVE, NORTH 77° 15' WEST 50.85 FEET TO A POINT, THENCE ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, NORTH 12° 45' EAST 45.00 FEET TO A POINT ; THENCE AT RIGHT ANGLES SOUTH 77° 15' EAST 50.85 FEET TO A POINT ON THE WESTERLY LINE OF 20TH AVENUE (FORMERLY RIORDAN STREET); THENCE ALONG LAST MENTIONED LINE, SOUTH 12° 45' WEST 45.00 FEET TO THE POINT OF BEGINNING.

APN: 028-171-09

only the following matters appear in such records subsequent to MAY 26, 1933.

1. A document entitled "GRANT DEED JOINT TENANCY" recorded MAY 26, 1933 as BOOK 250, PAGE 221 of Official Records.

FROM: L.S. RHODES, UNMARRIED

TO: ALBERT C. JAYET AND MARGARET JAYET, HIS WIFE AS JOINT TENANTS

2. A document entitled "DEED" recorded OCTOBER 04, 1939 as BOOK 373, PAGE 420 of Official Records.

EXHIBIT G

FROM: MRS LILLIAN TROST  
TO: ALBERT C. JAYET AND MARGARET JAYET, HIS WIFE

3. A document entitled "GIFT DEED" recorded DECEMBER 15, 1949 as BOOK 750, PAGE 172 of Official Records.

FROM: ALBERT C. JAYET, UNMARRIED  
TO: ERNEST JAYET, HIS SON

4. A document entitled "GRANT DEED (INDIVIDUAL)" recorded MARCH 27, 1950 as BOOK 764, PAGE 595 of Official Records.

FROM: ALBERT C. JAYET, SR., A SINGLE MAN AND ERNEST JAYET, A SINGLE MAN  
TO: LILLIAN TROST

5. A JUDGMENT OF FINAL DISTRIBUTION ON WAIVER OF ACCOUNTING IN THE MATTER OF THE ESTATE OF LILLIAN M. TROST, ALSO KNOWN AS LILLIAN TROST, petitioned by MIRIAM L. TROST, and disclosing the death of LILLIAN TROST, recorded JULY 22, 1964 in BOOK 1632 at PAGE 407, Santa Cruz Official Records.

6. A document entitled "GRANT DEED" recorded AUGUST 27, 1964 as BOOK 1640 at PAGE 73 of Official Records.

FROM: MIRIAM L. TROST, EXECUTRIX OF THE WILL OF LILLIAN M. TROST  
TO: JANET L. LYNN

7. A JUDGMENT OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF MARION HEWITT JAYET, ALSO KNOWN AS MARION H. JAYET, ALSO KNOWN AS MARION JAYET, ALSO KNOWN AS M. H. JAYET AND M. JAYET, petitioned by JANET JAYET COX, and disclosing the death of MARION JAYET, recorded AUGUST 11, 1967 in BOOK 1833 at PAGE 321, Santa Cruz Official Records.

8. A document entitled "DEED" recorded MAY 15, 1984 as BOOK 3712, PAGE 110, INSTRUMENT NO. 22544 of Official Records.

FROM: JANET T. LYNN  
TO: JANET TROST LYNN, AS TRUSTEE OF THE JANET TROST LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984

9. An AFFIDAVIT - DEATH OF JOINT TENANT, executed by JANIS JAYET COX, disclosing the death of MARGARET JAYET, recorded JULY 26, 1984 in BOOK 3738, PAGE 396, INSTRUMENT NO. 35336.

10. A document entitled "QUITCLAIM DEED" recorded MARCH 27, 2003 as INSTRUMENT NO. 2003-0028605 of Official Records.

FROM: DAVID R. LYNN  
TO: DOUGLAS LYNN, A MARRIED MAN, AS HIS SEPARATE PROPERTY

**EXHIBIT G**

11. A document entitled "TRUST TRANSFER DEED" recorded MARCH 27, 2003 as INSTRUMENT NO. 2003-0028606 of Official Records.

FROM: DOUGLAS LYNN, A MARRIED MAN, AS HIS SEPARATE PROPERTY  
TO: DOUGLAS P. LYNN, TRUSTEE, DOUGLAS P. LYNN REVOCABLE LIVING TRUST UTD  
SEPTEMBER 30, 1993

12. An AFFIDVAIT OF DEATH OF TRUSTEES, executed by HOWARD TROST LYNN AND DOUGLAS PFISTER LYNN, disclosing the death of JANET TROST LYNN, recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030171.

13. A document entitled "GRANT DEED" recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030172 of Official Records.

FROM: HOWARD TROST LYNN AND DOUGLAS PFISTER LYNN, COTRUSTEES OF THE JANET  
TROST LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984  
TO: DOUGLAS P. LYNN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY

14. A document entitled "GRANT DEED" recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030173 of Official Records.

FROM: DOUGLAS P. LYNN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY  
TO: DOUGLAS P. LYNN, TRUSTEE OF THE DOUGLAS P. LYNN REVOCABLE TRUST AGREEMENT  
DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND  
MARGARET A. LYNN, TRUSTEE OF THE MARGARET A. LYNN REVOCABLE TRUST AGREEMENT  
DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST

This Guarantee does not cover:

1. Taxes, assessments and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe the land.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Schedule A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS****1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information of grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

#### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

#### 8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

#### 9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

#### 10. Payment of Loss.



(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. 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 the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.



*First American Title*

EXHIBIT G

## **First American Title Company**

**330 Soquel Avenue  
Santa Cruz, CA 95062**

June 18, 2012

Teresa V. Rein  
Bosso Williams, APC  
133 Mission Street, Suite 280  
Santa Cruz, CA 95061  
Fax: (831)423-2839

*FOR APN:*

*028-171-08*

*(NEIGHBORING PARCEL)*

Title Officer: Shaun Blackwood  
Phone: (831)426-6500  
Order Number: 4402-4077598 (SB)

Escrow Number: 4402-4077598

Buyer: Lynn

Property: 215 20th Ave.  
Santa Cruz, CA 95062

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

***Customer First!***

*First American Title Company*

**GUARANTEE**

LIABILITY: \$1,000.00  
FEE: \$185.00

ORDER NO.: 4402-4077598  
YOUR REF:

**First American Title Insurance Company**  
a California corporation, herein called the Company

**GUARANTEES**

**Teresa V. Rein c/o Bosso Williams, APC**

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**LIABILITY EXCLUSIONS AND LIMITATIONS**

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder 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 the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 05, 2012 at 7:30 A.M.

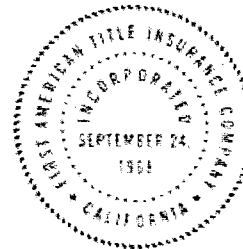
First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary



*First American Title Company*

**SCHEDULE A**

**CHAIN OF TITLE GUARANTEE**

The assurances referred to on the face page hereof are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by:

DOUGLAS P. LYNN, TRUSTEE OF THE DOUGLAS P. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED 48.85% INTEREST; AND MARGARET A. LYNN, TRUSTEE OF THE MARGARET A. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED 51.15% INTEREST

pursuant to a CORRECTION GRANT DEED in and to the real property in the City of Santa Cruz, County of Santa Cruz, State of California , described as follows:

BEING PART OF LOTS 4, 5, AND 6, BLOCK 13, AS THE SAME ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SANTA MARIA DEL MAR, SANTA CRUZ, CAL., SURVEYED SEPT. 1891 BY E.D. PERRY, COUNTY SURVEYOR", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON DECEMBER 14, 1891 IN VO1 12 OF MAPS AT PAGE 1, SANTA CRUZ COUNTY RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF 20TH AVENUE (FORMERLY RIORDAN STREET) FROM WHICH THE NORTHWEST CORNER OF SAID 20TH AVENUE AND EAST CLIFF DRIVE BEARS SOUTH 12° 45' WEST 45.00 FEET DISTANT; THENCE LEAVING SAID 20TH AVENUE AT RIGHT ANGLES NORTH 77° 15' WEST 50.85 FEET TO A POINT, THENCE ON A LINE PARALLEL WITH 20TH AVENUE, NORTH 12° 45' EAST 45.00 FEET TO A POINT; THENCE AT RIGHT ANGLES SOUTH 77° 15' EAST 50.85 FEET TO A POINT ON THE WESTERLY LINE OF 20TH AVENUE; THENCE SOUTH 12° 45' WEST ALONG LAST MENTIONED LINE 45.00 FEET TO THE POINT OF BEGINNING.

APN: 028-171-08

only the following matters appear in such records subsequent to MAY 26, 1933.

1. A document entitled "GRANT DEED JOINT TENANCY" recorded MAY 26, 1933 as BOOK 250, PAGE 221 of Official Records.

FROM: L.S. RHODES, UNMARRIED  
TO: ALBERT C. JAYET AND MARGARET JAYET, HIS WIFE AS JOINT TENANTS

2. A document entitled "DEED" recorded OCTOBER 04, 1939 as BOOK 373, PAGE 420 of Official Records.

FROM: MRS LILLIAN TROST  
TO: ALBERT C. JAYET AND MARGARET JAYET, HIS WIFE

3. A document entitled "GIFT DEED" recorded DECEMBER 15, 1949 as BOOK 750, PAGE 172 of Official Records.

FROM: ALBERT C. JAYET, UNMARRIED  
TO: ERNEST JAYET, HIS SON

4. A document entitled "DEED OF GIFT" recorded FEBRUARY 28, 1950 as BOOK 760, PAGE 410 of Official Records.

FROM: ALBERT C. JAYET, UNMARRIED  
TO: ALBERT C. JAYET, SON

5. A document entitled "GRANT DEED (INDIVIDUAL)" recorded MARCH 27, 1950 as BOOK 764, PAGE 596 of Official Records.

FROM: ALBERT C. JAYET, SR., A SINGLE MAN; ALBERT C. JAYET, JR., AND ERNEST JAYET, A SINGLE MAN  
TO: ALICE WALTHER

6. A document entitled "GRANT DEED JOINT TENANCY" recorded NOVEMBER 19, 1952 as BOOK 892, PAGE 438 of Official Records.

FROM: ALBERT C. JAYET, AS HIS SOLE AND SEPARATE PROPERTY  
TO: ALBERT C. JAYET AND MARION H. JAYET, HUSBAND AND WIFE AS JOINT TENANTS

7. A document entitled "GRANT DEED JOINT TENANCY" recorded MAY 20, 1964 as BOOK 1618, PAGE 517 of Official Records.

FROM: ALICE WALTHER  
TO: ROBERT E. HILL AND LUCIA A. HILL, HUSBAND AND WIFE AS JOINT TENANTS

8. A document entitled "JOINT TENANCY GRANT DEED" recorded APRIL 30, 1969 as BOOK 1948, PAGE 3 of Official Records.

FROM: ROBERT E. HILL AND LUCIA HILL, HIS WIFE  
TO: DAVID R. LYNN AND JANET T. LYNN, HIS WIFE AS JOINT TENANTS

9. A document entitled "DEED" recorded MAY 15, 1984 as BOOK 3712, PAGE 112, INSTRUMENT NO. 22545 of Official Records.

FROM: DAVID R. LYNN AND JANET T. LYNN, HUSBAND AND WIFE  
TO: DAVID RICE LYNN, AS TRUSTEE OF THE DAVID RICE LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984; AND JANET TROST LYNN, AS TRUSTEE OF THE JANET TROST LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984

10. An AFFIDAVIT - DEATH OF JOINT TENANT, executed by JANIS JAYET COX, disclosing the death of MARGARET JAYET, recorded JULY 26, 1984 in BOOK 3738, PAGE 396, INSTRUMENT NO. 35336.
11. An AFFIDAVIT - DEATH OF JOINT TENANT, executed by JANIS JAYET COX, disclosing the death of ALBERT C. JAYET, recorded JULY 26, 1984 in BOOK 3738, PAGE 398, INSTRUMENT NO. 35337.
12. A document entitled "QUITCLAIM DEED" recorded MARCH 27, 2003 as INSTRUMENT NO. 2003-0028607 of Official Records.  
  
FROM: DAVID R. LYNN  
TO: MARGO LYNN, A MARRIED WOMAN, AS HER SEPARATE PROPERTY
13. A document entitled "TRUST TRANSFER DEED" recorded MARCH 27, 2003 as INSTRUMENT NO. 2003-0028608 of Official Records.  
  
FROM: MARGO LYNN, A MARRIED WOMAN, AS HER SEPARATE PROPERTY  
TO: MARGARET A. LYNN, TRUSTEE, MARGARET A. LYNN REVOCABLE LIVING TRUST UTD SEPTEMBER 30, 1993
14. An AFFIDAVIT OF DEATH OF TRUSTEES, executed by HOWARD TRIST LYNN AND DOUGLAS PFISTER LYNN, disclosing the death of DAVID RICE LYNN AND JANET TRIST LYNN, recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030168.
15. A document entitled "GRANT DEED" recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030169 of Official Records.  
  
FROM: HOWARD TROST LYNN AND DOUGLAS PFISTER LYNN, COTRUSTEES OF THE JANET TROST LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984 AND HOWARD TROST LYNN AND DOUGLAS PFISTER LYNN, COTRUSTEES OF THE DAVID RICE LYNN REVOCABLE LIVING TRUST AGREEMENT DATED FEBRUARY 21, 1984  
TO: DOUGLAS P. LYNN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY
16. A document entitled "GRANT DEED" recorded JULY 28, 2011 as INSTRUMENT NO. 2011-0030170 of Official Records.  
  
FROM: DOUGLAS P. LYNN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY  
TO: DOUGLAS P. LYNN, TRUSTEE OF THE DOUGLAS P. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND MARGARET A. LYNN, TRUSTEE OF THE MARGARET A. LYNN REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST
17. A document entitled "CORRECTION GRANT DEED" recorded MAY 07, 2012 as INSTRUMENT NO. 2012-0022157 of Official Records.

FROM: DOUGLAS P. LYNN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROEPRTY  
TO: DOUGLAS P. LYNN, TRUSTEE OF THE DOUGLAS P. LYNN REVOCABLE TRUST AGREEMENT  
DATED SEPTEMBER 30, 1993, AS TO AN UNDIVIDED 48.85% INTEREST; AND MARGARET A.  
LYNN, TRUSTEE OF THE MARGARET A. LYNN REVOCABLE TRUST AGREEMENT DATED  
SEPTEMBER 30, 1993, AS TO AN UNDIVIDED 51.15% INTEREST

This Guarantee does not cover:

1. Taxes, assessments and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe the land.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

### GUARANTEE CONDITIONS AND STIPULATIONS

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and Improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

#### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

#### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.



(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### **5. Proof of Loss Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information of grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### **6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

#### **7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

#### **8. Limitation of Liability.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

#### **9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

#### **10. Payment of Loss.**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. 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 the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.

**Frank Barron**

---

**From:** Brian Aced [brian@demattei.com]  
**Sent:** Monday, May 07, 2012 9:16 AM  
**To:** Frank Barron  
**Cc:** Mark De Mattei  
**Subject:** current legal docs  
**Attachments:** 1963 doc.pdf; further deeds.pdf; latest deeds.pdf

Hi Frank-

I spoke with our clients- the Lynns-(215 20<sup>th</sup> ave.) on Friday, and we've got some existing records that may be helpful.  
-see attached.

In my mind, the most important is the apm from 1950 which clearly shows the lots as being already established and recorded.

Included are some documents making mention of the properties before 1900 etc.

I was hoping that you could take a look at these and let us know if anything included is strong enough as is to defend our case against this unnecessary attack.

Also- the client would like to know if we have any realistic option to address this matter with simple documentation. They would like to resolve this issue, if possible, without an extensive and costly legal battle.  
Are we going to be required to provide "A Certificate of Compliance"?

Please review the included documents and let us know your thoughts.

Thank you-

**Brian Aced – Designer**  
**De Mattei Construction**  
O: 408.350.4200  
C: 408.640.0663  
F: 408.286.6589

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

California Land Title Association  
Standard Coverage Policy 1963

EXHIBIT G

SCHEDULE A

Amount \$18,500.00  
Effective 11:05 A.M.  
Date APRIL 30, 1969  
INSURED

Premium \$ 184.00

Policy No. 99307

DAVID R. LYNN AND JANET T. LYNN.

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

DAVID R. LYNN AND JANET T. LYNN,  
HIS WIFE, AS JOINT TENANTS.

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

EXHIBIT G

California Land Title Association  
Standard Coverage Policy-1963

T. I. NO. 99307

SCHEDULE B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1969-70,  
A LIEN NOT YET PAYABLE.

2. ASSESSMENT, PAYABLE WITH INTEREST WITH COUNTY TAXES  
ASSESSMENT DISTRICT : EAST CLIFF DRIVE SANITATION  
ASSESSMENT NO. : 2700  
BOND SERIES : 59-1  
ORIGINAL AMOUNT : \$216.00  
PERIOD OF YEARS : 15  
BEGINNING FISCAL YEAR : 1959-60.

3. LIQUOR RESTRICTIONS AS CONTAINED IN THE FOLLOWING DEEDS:

(A) DEED FROM : MICHAEL LEONARD, ET AL  
TO : MARY COLLINS  
RECORDED : AUGUST 18, 1892 IN BOOK 89 PAGE 12 OF  
DEEDS  
AFFECTS : LOT 5.

(B) DEED FROM : MICHAEL LEONARD, ET AL  
TO : MRS. MAGGIE L. MURPHY  
RECORDED : JULY 23, 1895 IN BOOK 89 PAGE 50 OF  
DEEDS  
AFFECTS : LOT 6.

(C) DEED FROM : PIERCE B. FAGEN, ET AL  
TO : DIONISIA R. LAOGIER  
RECORDED : IN BOOK 126 PAGE 56 OF DEEDS  
AFFECTS : LOT 4.

4. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED  
HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF

DATED : APRIL 22, 1969  
AMOUNT : \$10,000.00  
TRUSTOR : DAVID R. LYNN AND JANET T. LYNN, HIS WIFE  
TRUSTEE : R. J. SELLER AND A. R. MORGAN, AS JOINT TENANTS  
BENEFICIARY : COUNTY BANK OF SANTA CRUZ, A CORPORATION  
RECORDED : APRIL 30, 1969 INSTRUMENT NO. : 12343.

T. I. NO. 99307

SCHEDULE B - (CONTINUED)

EXHIBIT C

Standard Coverage-1962  
Additional Coverage-1962  
or  
California Land Title Association  
Standard Coverage Policy-1963

SCHEDULE C

T. I. NO. 99307

The land referred to in this policy is described as follows:

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEING PART OF LOTS 4, 5, AND 6, BLOCK 13 AS THE SAME ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SANTA MARIA DEL MAR, SANTA CRUZ, CAL, SURVEYED SEPT., 1891 BY E. D. PERRY, COUNTY SURVEYOR", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON DECEMBER 14, 1891 IN VOLUME 12 OF MAPS AT PAGE 1, SANTA CRUZ COUNTY RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF 20TH AVENUE (FORMERLY RIORDAN STREET) FROM WHICH THE NORTHWEST CORNER OF SAID 20TH AVENUE AND EAST CLIFF DRIVE BEARS SOUTH 12° 45' WEST 45.00 FEET DISTANT; THENCE LEAVING SAID 20TH AVENUE AT RIGHT ANGLES NORTH 77° 15' WEST 50.85 FEET TO A POINT; THENCE ON A LINE PARALLEL WITH 20TH AVENUE, NORTH 12° 45' EAST 45.00 FEET TO A POINT; THENCE AT RIGHT ANGLES SOUTH 77° 15' EAST 50.85 FEET TO A POINT ON THE WESTERLY LINE OF 20TH AVENUE; THENCE SOUTH 12° 45' WEST ALONG LAST MENTIONED LINE 45.00 FEET TO THE POINT OF BEGINNING.

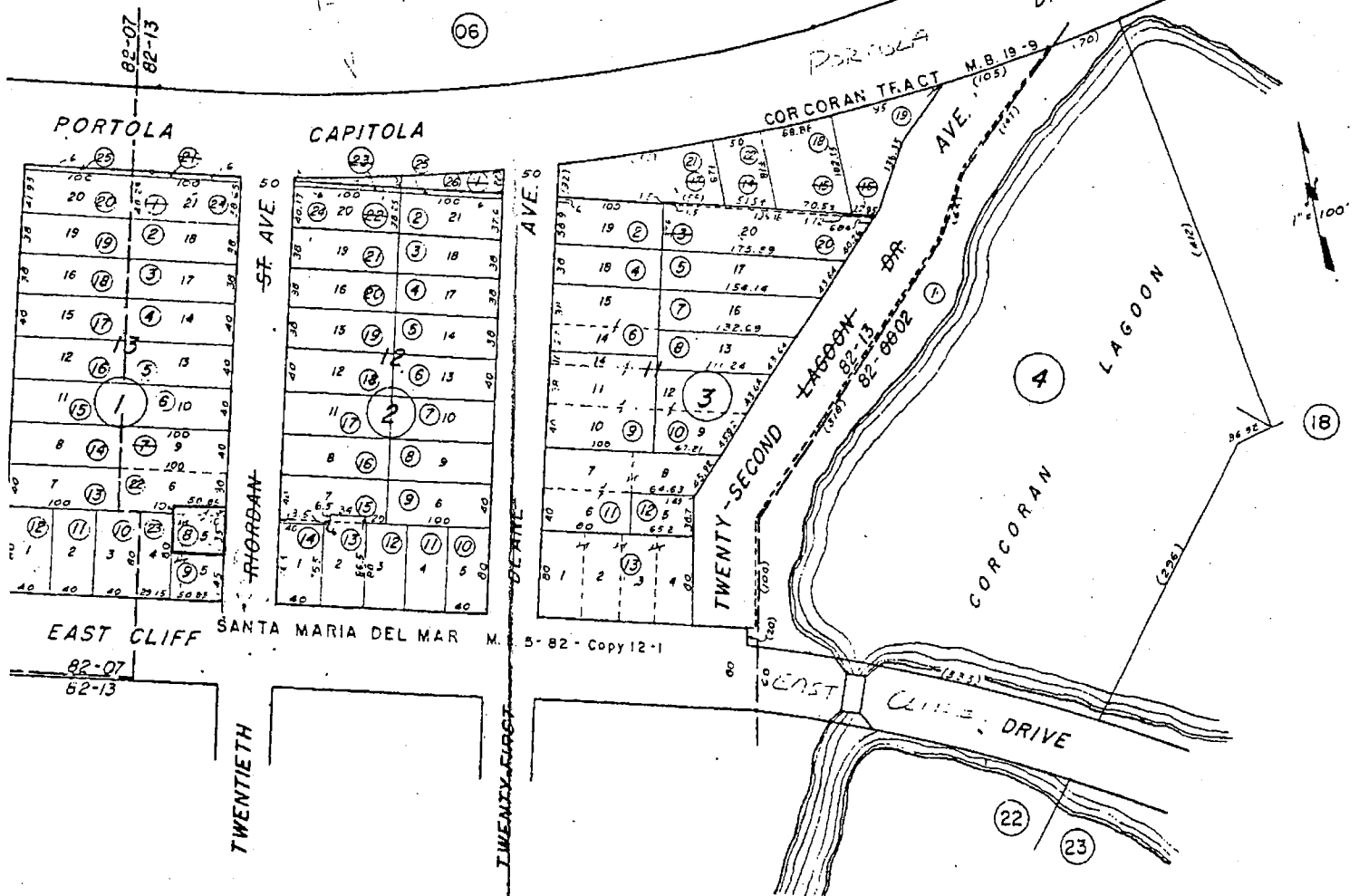
28-171-08

# EXHIBIT G

20, T.11S, R.1W. M.D.B. & M.

Tax Area Code  
82-00282-13  
82-07

28-17



Note - Assessor's Parcel Block B  
Lot Numbers Shown in Circles

Assessor's Map No. 28-17  
County of Santa Cruz, Calif.

June 1950

BK 2 SL 40

Recorded at request of:

H. M. Goodman, Atty  
for Janet Lynn

When recorded mail to:

H. M. Goodman

210 North 4th

San Jose, Calif

EXHIBIT  
#100-10-10000  
JUL 27 8 31 AM '64  
RECORDED AT REQUEST  
H. M. Goodman

ABOVE SPACE SOLELY FOR RECORDER'S USE

26426

## GRANT DEED

MIRIAM L. TROST, Executrix of the Will of Lillian M. Trost,

hereby do es GRANT to

JANET T. LYNN

all that real property situated in the

County of Santa Cruz,

State of California, described as follows:

Being a part of Lots 4 and 5 in Block 13, as same is shown upon that certain map entitled "Map of Santa Maria Del Mar, Santa Cruz, California", surveyed September, 1891 by E. G. Perry Co., Surveyor. Filed for record in the office of the County Recorder on December 14, 1891 in Map Book 12, page 1, Santa Cruz County Records and described as follows:

Beginning at the Northwest corner of 20th Avenue (formerly Riordan Street) and East Cliff Drive; thence along the Northerly line of East Cliff Drive, North 77° 15' West 50.85 to a point thence on a line parallel with the Easterly line of said Lot 4, North 12° 45' East 45.00 feet to a point; thence at right angles South 77° 15' East 50.85 feet to a point on the Westerly line of 20th Avenue (formerly Riordan Street); thence along last mentioned line, South 12° 45' West 45.00 feet to the point of beginning. (Commonly known as the Northeast corner of 20th Avenue and East Cliff Drive, Santa Maria Del Mar.)"

APN 28-171-09

Date: July 28, 1964

*Miriam L. Trost*  
Miriam L. Trost, Executrix

STATE OF CALIFORNIA

County of Santa Clara

On July 28, 1964

before me, Sue Gillaspie

a Notary Public in and for said Santa Clara

County and State, personally appeared

Miriam L. Trost

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

(SEAL)

My commission expires: June 29, 1968

*Sue Gillaspie*  
Notary Public

Sue Gillaspie

Printed or typed name of Notary Public



RECORDING REQUESTED BY

BOOK 1948 PAGE 3

EXHIBIT C 12342

AND WHEN RECORDED MAIL TO

Name Mr. and Mrs. David R. Lynn  
Street Address 27 Akilolo Street  
City & State Honolulu, Hawaii, 96821

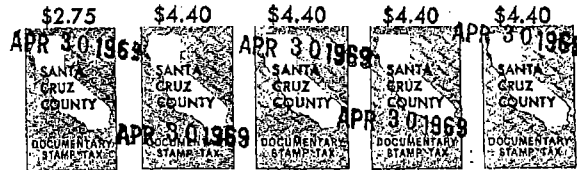
COMPARED

1 2 3 4 5  
BOOK 1948 PAGE 3  
TITL INSURANCE & TRUST CO  
APR 30 11 05 AM '69  
COUNTY OF SANTA CRUZ  
RECORDED AT REQUEST OF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name  
Street Address Same as above  
City & State



TO 404 CA (9-68)

# Joint Tenancy Grant Deed

D.T.T. \$ 20.35

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ROBERT E. HILL and LUCIA HILL, his wife,

hereby GRANT(S) to

DAVID R. LYNN and JANET T. LYNN, his wife,  
the real property in the  
County of Santa Cruz

, AS JOINT TENANTS,

State of California, described as:

Being part of Lots 4, 5, and 6, Block 13 as the same are shown upon that certain map entitled, "Map of Santa Maria Del Mar, Santa Cruz, Cal., surveyed Sept., 1891 by E.D. Perry, County Surveyor", filed for record in the office of the County Recorder on December 14, 1891 in Volume 12 of Maps at page 1, SantaCruz County Records, and described as follows:

Beginning at a point on the Westerly line of 20th Avenue (formerly Riordan Street) from which the Northwest corner of said 20th Avenue and East Cliff Drive bears South 12° 45' West 45.00 feet distant; thence leaving said 20th Avenue at right angles North 77° 15' West 50.85 feet to a point, thence on a line parallel with 20th Avenue, North 12° 45' East 45.00 feet to a point; thence at right angles South 77° 15' East 50.85 feet to a point on the Westerly line of 20th Avenue; thence South 12° 45' West along last mentioned line 45.00 feet to the point of beginning.

28-171-08

Dated: April 22, 1969

*Robert E. Hill*  
Robert E. Hill

STATE OF CALIFORNIA }  
COUNTY OF Santa Clara } ss.

On April 28, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Hill and Lucia Hill

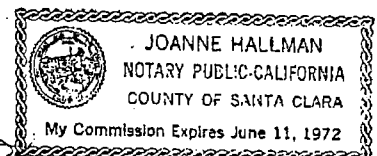
*Lucia Hill*  
Lucia Hill

known to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.

Signature

JoAnne Hallman

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

99307-EM

Recorded at the request of

BOOK

2520 PAGE 236

25154 EXHIBIT G

COUNTY BANK OF SANTA CRUZ

Return to

David R. & Janet T. Lynn

P.O. Box 908

Pago Pago, America Samoa 96799

025154  
BOOK 2520 PAGE 236

OFFICIAL RECORDS  
SANTA CRUZ COUNTY  
RICHARD C. NEAL  
RECORDER

JUL 16 8 30 AM '75

RECORDED AT REQUEST OF

County Bank of Santa Cruz  
3.00p

## Deed of Reconveyance

COUNTY BANK OF SANTA CRUZ, a corporation

as

Trustee in the deed of trust executed by David R. Lynn and Janet T. Lynn

dated April 22, 1969

and recorded April 20, 1969

in

Volume 1948

of Official Records at page 4

, records of the

County of Santa Cruz

State of California, pursuant to the written request of the

beneficiary, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO,

without warranty, all the estate and interest derived tolt, by or through said Deed of Trust, in the lands there-  
in described.

IN WITNESS WHEREOF, said

Trustee has executed these presents by its officers there-

unto duly authorized, this 11th

day of July

, 19 75.

COUNTY BANK OF SANTA CRUZ

By E. Reese Davis (Substituted) Trustee  
President

By John M. Allen Vice President

STATE OF CALIFORNIA

County of Santa Cruz ss.

On July 11, 19 75, before me, the undersigned

a Notary Public, in and for said State, personally appeared E. Reese Davis

and John M. Allen known to me

to be the President and the Vice President of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires 3/21/77

Notary Public

*Del Mar Lot*  
*TO TRUST - JANE -*

RECORDATION REQUESTED BY

AND WHEN RECORDED MAIL TO  
CASE, KAY & LYNCH  
ATTN. C. GEORGE SPRIKAS  
P. O. Box 494  
Honolulu, Hawaii 96809

MAIL TAX STATEMENTS TO

JANET R. LYNN  
27 Akilolo Street  
Honolulu, Hawaii 96821

RE	MI	SW	CP
4	1	10	

RECORDED AT THE REQUEST OF  
*Janet R. Lynn*  
MAY 15 1984  
11:03 AM  
RICHARD W. BEDAL, Recorder  
SANTA CRUZ COUNTY, Official Records

APN 28-171-09 Space Above This Line For Recorder's Use

DEED

This Deed made the *16<sup>th</sup>* day of *March*, 1984, by JANET T. LYNN, hereinafter called the "Grantor", to JANET TROST LYNN, as Trustee of the Janet Trost Lynn Revocable Living Trust Agreement dated February 21, 1984, whose residence and post office address is 27 Akilolo Street, Honolulu, Hawaii 96821, hereinafter called the "Grantee."

WITNESSETH: That the Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm unto the Grantee the following real property situated in the State of California, County of Santa Cruz, bounded and described as follows:

Being a part of Lots 4 and 5 in Block 13, as same is shown upon that certain map entitled "Map of Santa Maria Del Mar, Santa Cruz, California", surveyed September, 1891 by E. G. Perry Co., Surveyor. Filed for record in the Office of the County Recorder on December 14, 1891 in Map Book 12, Page 1, Santa Cruz County Records and described as follows:

Beginning at the Northwest corner of 20th Avenue (formerly Riordan Street) and East Cliff Drive; thence along the Northerly line of East Cliff Drive, North 77° 15' West 50.85 to a point thence on a line parallel with the Easterly line of said Lot 4, North 12° 45' East 45.00 feet to a point; thence at right angles South 77° 15' East 50.85 feet to a point on the Westerly line of 20th Avenue (formerly Riordan Street); thence along last mentioned line, South 12° 45' West 45.00 feet to the point of beginning. (Commonly known as the Northeast corner of 20th Avenue and East Cliff Drive, Santa Maria Del Mar.)

Being the real property conveyed to the Grantor by that certain Grant Deed recorded in the aforesaid County Recorder's Office as instrument No. 26426 in Book 1640 Page 738 on August 27, 1964;

EXHIBIT G

IN TRUST, for the uses and purposes and with all the powers contained in the aforesaid trust instrument, including without prejudice to the generality of the foregoing, full power and authority to sell, convey, exchange, partition, mortgage, lease, pledge or otherwise deal with and dispose of any of the and or other property or interest of the trust estate according to the sole judgment and discretion of the Grantee.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with the improvements thereon and all rights, easements, privileges and appurtenances thereunto belonging or appertaining, unto the Grantee above named in the manner as aforesaid, forever.

AND THE GRANTOR hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the premises described herein and has good right to sell and convey the same; that the same are free and clear of all encumbrances except as set forth herein and except for the lien of real property taxes for the current fiscal year which are to be prorated between the Grantor and Grantee as of the date of delivery hereof; and that the Grantor will warrant and defend the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

*Janet T. Lynn*  
JANET T. LYNN  
Grantor

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 16th day of March, 1984, before me personally appeared JANET T. LYNN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

*Notary Public*  
Notary Public, State of Hawaii

My commission expires: 8/18/85

EXHIBIT G

EXHIBIT G

Recordation requested by:

After recordation, return to:

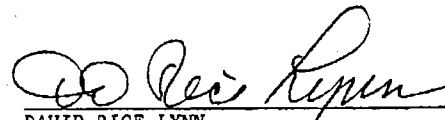
Return by Mail ( ) Pickup ( )

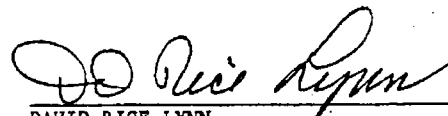
MEMORANDUM OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DAVID RICE LYNN, of Honolulu, Hawaii, has heretofore executed an instrument entitled David Rice Lynn Revocable Living Trust Agreement dated February 21, 1984, by the terms of which David Rice Lynn is the designated Settlor and Trustee with full powers to deal with all property, of whatever nature, whether personal, real or mixed, and wherever situate, (including but not limited to accounts of whatever nature or certificates of deposit with any savings and loan associations or commercial banks) of such trust estate, including, without limitation, the power to sell, bargain, convey, transfer, set over, assign, lease and otherwise deal with said trust property, according to the sole judgment and discretion of the said Trustee.

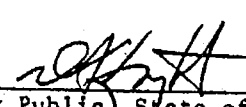
IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Trust this 16 day of March, 1984.

  
DAVID RICE LYNN  
Settlor

  
DAVID RICE LYNN  
Trustee

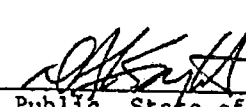
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 16<sup>th</sup> day of March, 1984, before me personally appeared DAVID RICE LYNN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: 8/8/85

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 16<sup>th</sup> day of March, 1984, before me personally appeared DAVID RICE LYNN, Trustee of the David Rice Lynn Revocable Living Trust Agreement dated the 21st day of February, 1984, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as said Trustee as aforesaid.

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: 8/8/85

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 16<sup>th</sup> day of March, 1984, before me personally appeared DAVID RICE LYNN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, State of Hawaii

My commission expires: 8/8/85

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 16th day of March, 1984, before me personally appeared DAVID RICE LYNN, Trustee of the David Rice Lynn Revocable Living Trust Agreement dated the 21st day of February, 1984, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as said Trustee as aforesaid.

Notary Public, State of Hawaii

My commission expires: 8/8/85



2011-0030170 07/28/2011 02:35:44 PM  
 OFFICIAL RECORDS OF Santa Cruz County  
 Sean Saldavia Recorder  
 RECORDING FEE: \$28.00  
 COUNTY TAX: \$0.00  
 CITY TAX: \$0.00

EXHIBIT G

Recording Requested By and  
 When Recorded, Return To:



DEED  
 2 PGS  
 RCD135

Robert E. Bosso, Esq.  
 PO Box 1822  
 Santa Cruz CA 95061-1822

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Mail Tax Statements To:**

Douglas P. Lynn  
 1252 Lunalilo Home Road  
 Honolulu HI 96825

DOCUMENTARY TRANSFER \$ NIL  
 INTERSPOUSAL TRANSFER AND TRANSFER TO  
 TRUST; EXEMPT PER R&T Code Sections 63(d) &  
 11930

COMPUTED ON FULL VALUE OF PROPERTY  
 CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS &  
 ENCUMBRANCES REMAINING THEREON AT  
 TIME OF SALE.

*Bey*  
 Signature of declarant or agent determining  
 tax—BOSSO WILLIAMS, APC

**GRANT DEED**

DOUGLAS P. LYNN, a married man as his sole and separate property, hereby grants to DOUGLAS P. LYNN, Trustee of the Douglas P. Lynn Revocable Trust Agreement dated September 30, 1993, as to an undivided fifty percent (50%) interest, and MARGARET A. LYNN, Trustee of the Margaret A. Lynn Revocable Living Trust dated September 30, 1993, as to an undivided fifty percent (50%) interest, the following real property located in the County of Santa Cruz, State of California:

Being part of Lots 4, 5, and 6, in Block 13, as same is shown upon that certain map entitled "Map of Santa Maria Del Mar, Santa Cruz, California, surveyed September, 1891 by E. G. Perry, County Surveyor," filed for record in the Office of the County Recorder on December 14, 1891 in Volume 12 of Maps at page 1, Santa Cruz County Records and described as follows:

Beginning at a point on the Westerly line of 20th Avenue (formerly Riordan Street) from which the Northwest corner of said 20th Avenue and East Cliff Drive bears South 12° 45' West 45.00 distant; thence leaving said 20th Avenue at right angles North 77° 15' West 50.85 feet to a point thence on a line parallel with the 20th Avenue, North 12° 45' East 45.00 feet to a point; thence at right angles South 77° 15' East 50.85 feet to a point on the Westerly line of 20th Avenue; thence South 12° 45' West along last mentioned line 45.00 feet to the point of beginning.

**MAIL TAX STATEMENTS AS PROVIDED ABOVE**



Assessor's Parcel No.: 028-171-08  
Commonly known as 215 20<sup>th</sup> Avenue, Santa Cruz, CA

Dated: 7/5, 2011.

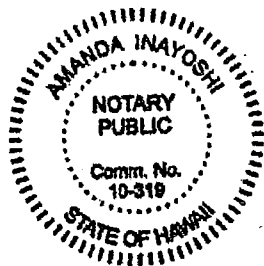
Douglas P Lynn  
DOUGLAS P. LYNN

STATE OF HAWAII )  
City & COUNTY OF HONOLULU )

On July 5, 2011, before me, Amanda Inayoshi,  
Notary Public, personally appeared DOUGLAS P. LYNN, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Hawaii that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Amanda Inayoshi  
Signature of Notary Public  
My commission expires: **SEP 26 2014**

J:\wpdata\bob\Lynn, Douglas\grant deed 20th Avenue House (-08).doc

Doc. Description: Grant Deed  
Doc. Date: 07/05/11 No. Pages: 2  
Amanda Inayoshi 1st  
Notary Public Hawaii Just. Circuit

Amanda Inayoshi

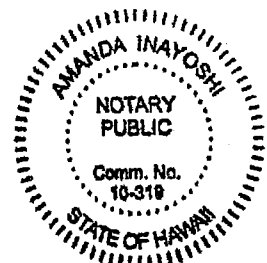




EXHIBIT G

2011-0030169 07/28/2011 02:35:44 PM

OFFICIAL RECORDS OF Santa Cruz County  
 Sean Saldavia Recorder  
 RECORDING FEE: \$31.00  
 COUNTY TAX: \$0.00  
 CITY TAX: \$0.00

Recording Requested By and  
 When Recorded, Return To:

Robert E. Bosso, Esq.  
 PO Box 1822  
 Santa Cruz CA 95061-1822



DEED  
 3 PGS  
 RCD135

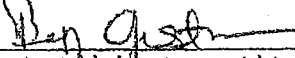
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Mail Tax Statements To:**

Douglas P. Lynn  
 1252 Lunalilo Home Road  
 Honolulu HI 96825

DOCUMENTARY TRANSFER \$ NIL  
 DISTRIBUTION OUT OF TRUST;  
 EXEMPT PER R&T Code Section 11930

\_\_\_ COMPUTED ON FULL VALUE OF PROPERTY  
 CONVEYED, OR  
 \_\_\_ COMPUTED ON FULL VALUE LESS LIENS &  
 ENCUMBRANCES REMAINING THEREON AT  
 TIME OF SALE.

  
 Signature of declarant or agent determining  
 tax—BOSSO WILLIAMS, APC

**GRANT DEED**

HOWARD TROST LYNN and DOUGLAS PFISTER LYNN, Cotrustees of the Janet Trost Lynn Revocable Living Trust Agreement dated February 21, 1984, and HOWARD TROST LYNN and DOUGLAS PFISTER LYNN, Cotrustees of the David Rice Lynn Revocable Living Trust Agreement dated February 21, 1984, hereby grant to DOUGLAS P. LYNN, a married man as his sole and separate property, the following real property located in the County of Santa Cruz, State of California:

Being part of Lots 4, 5, and 6, in Block 13, as same is shown upon that certain map entitled "Map of Santa Maria Del Mar, Santa Cruz, California, surveyed September, 1891 by E. G. Perry, County Surveyor," filed for record in the Office of the County Recorder on December 14, 1891 in Volume 12 of Maps at page 1, Santa Cruz County Records and described as follows:

Beginning at a point on the Westerly line of 20th Avenue (formerly Riodan Street) from which the Northwest corner of said 20th Avenue and East Cliff Drive bears South 12° 45' West 45.00 distant; thence leaving said 20th Avenue at right angles North 77° 15' West 50.85 feet to a point thence on a line parallel with the 20th Avenue, North 12° 45' East 45.00 feet to a point; thence at right angles South 77° 15' East 50.85 feet to a point on the Westerly line of 20th Avenue; thence South 12° 45' West along last mentioned line 45.00 feet to the point of beginning.

**MAIL TAX STATEMENTS AS PROVIDED ABOVE**

Assessor's Parcel No.: 028-171-08  
Commonly known as 215 20<sup>th</sup> Avenue, Santa Cruz, CA

Dated: 7/13, 2011.

Howard Trost Lynn  
HOWARD TROST LYNN, Cotrustee of  
The Janet Trost Lynn Revocable Living  
Trust Agreement dated February 21, 1984

Howard Trost Lynn  
HOWARD TROST LYNN, Cotrustee of  
The David Rice Lynn Revocable Living  
Trust Agreement dated February 21, 1984

Dated: 7/5, 2011.

Douglas Pfister Lynn *dh*

Douglas P. Lynn  
DOUGLAS PFISTER LYNN, Cotrustee of  
The Janet Trost Lynn Revocable Living  
Trust Agreement dated February 21, 1984

Douglas P. Lynn  
DOUGLAS PFISTER LYNN, Cotrustee of  
The David Rice Lynn Revocable Living  
Trust Agreement dated February 21, 1984

EXHIBIT G

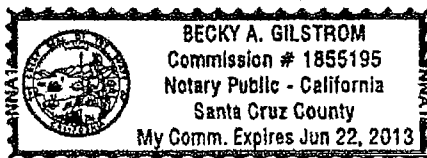
STATE OF CALIFORNIA )

COUNTY OF SANTA CRUZ )

On July 13, 2011, before me, Becky A. Gilstrom,  
Notary Public, personally appeared HOWARD TROST LYNN, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Becky A. Gilstrom  
Signature of Notary Public

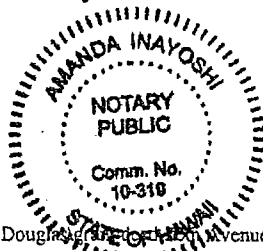
STATE OF HAWAII )

City\* COUNTY OF HONOLULU )

On July 5, 2011, before me, Amanda Inayoshi,  
Notary Public, personally appeared DOUGLAS PFISTER LYNN, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Hawaii that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Amanda Inayoshi  
Signature of Notary Public  
My commission expires: **SEP 26 2014**

J:\wpdata\BobLYnn, Douglas Pfister Lynn, Douglas Pfister Lynn Avenue House (-08).do Doc. Description:

Grant Deed

Doc. Date: 07/05/11 No. Pages: 3  
Amanda Inayoshi 1st  
Notary Printed Name Notary Circled

Amanda Inayoshi

