

# PROJECT REPORT

**TO: PLANNING COMMISSION**  
**FROM: PLANNING & DEVELOPMENT SERVICES**

**AGENDA DATE: December 13, 2023**  
**AGENDA TIME: 9:00AM / No.3**

PROJECT TYPE: Olga Saldivar & Jael Saldivar (MERG #00156) SUPERVISOR DIST. # 4  
LOCATION: 219 Coachella Avenue APN(s): 001-331-008 & 001-331-009  
Salton City, CA 92274 PARCEL SIZE: 12,000 square feet (0.27ac)  
GENERAL PLAN (existing) (West Shores\Salton Sea Urban Area Plan GENERAL PLAN (proposed) N/A  
ZONE (existing) R-1 (Low Density Residential) ZONE (proposed) N/A  
GENERAL PLAN FINDINGS ☒ CONSISTENT ☐ INCONSISTENT ☐ MAY BE/FINDINGS  
PLANNING COMMISSION DECISION: HEARING DATE: 12/13/2023

☐ APPROVED ☐ DENIED ☐ OTHER

PLANNING DIRECTORS DECISION:

HEARING DATE: \_\_\_\_\_

☐ APPROVED ☐ DENIED ☐ OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION:

HEARING DATE: N/A  
INITIAL STUDY: N/A

☐ NEGATIVE DECLARATION ☐ MITIGATED NEG. DECLARATION ☐ EIR

DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
AG	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
APCD	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
E.H.S.	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
FIRE / OES	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
OTHER				

## **REQUESTED ACTION:**

**STAFF RECOMMENDS THAT THE PLANNING COMMISSION HOLD A PUBLIC HEARING, HEAR ALL THE PROPONENTS AND OPPONENTS OF THE PROPOSED PROJECT, AND THEN TAKE THE FOLLOWING ACTIONS:**

1. FIND THAT LOT MERGER #00156 IS CATEGORICALLY EXEMPT FROM CEQA PER ARTICLE 19, SECTION 15305 (MINOR ALTERATIONS IN LAND USE LIMITATIONS) AND THAT NO FURTHER ENVIRONMENTAL DOCUMENTATION IS NECESSARY; AND,
2. FIND THAT LOT MERGER #00156 IS CONSISTENT WITH APPLICABLE ZONING AND BUILDING ORDINANCES; AND,
3. APPROVE LOT MERGER #00156, SUBJECT TO THE ATTACHED CONDITIONS.

**Imperial County Planning & Development Services Department**

801 MAIN ST., EL CENTRO, CA, 92243 442-265-1736,

Jim Minnick, Director of ICPDS

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**STAFF REPORT**  
**Planning Commission**  
**December 13, 2023**  
**Lot Merger #00156**

**Applicant:** Olga Saldivar and Keren Jael Saldivar  
219 Coachella Ave  
Salton City, CA 92274

**Project Location:**

The proposed project site consists of two (2) lots located at 219 Coachella Ave., Salton City, CA 92274. The parcels are further identified as Assessor's Parcel Numbers 001-331-008 and 001-331-009; legally described as LOT 36 and LOT 37, BLK 2B SALTON SEA BEACH ESTATES UNIT NO 3, FM 2 26.

**Project Summary:**

The applicant is proposing to combine two lots, Lot 37 (001-331-008) and Lot 38 (001-331-009) into one single legal lot. Lot 37 is a 6,000 square foot lot with an existing house on site. The home is the primary residence of the applicant. Lot 38 is a 6,000 square foot vacant lot. The purpose is to consolidate Lot 37 (primary home) with Lot 38 (vacant lot) and use the vacant lot as a side yard to the house. The two lots are contiguous, and each lot is owned by the applicant. Access to both lots is Coachella Avenue. The proposed merger will combine two (2) 6,000 square foot lots into one (1) 12,000 square foot (0.27 acre) lot.

**Existing Parcels Size:**

Lot 37 (001-331-008) – +/- 6,000 square feet  
Lot 38 (001-331-009) – +/- 6,000 square feet

**Proposed Merged Parcel Size:**

+/- 12,000 square feet (0.27 acres)

**County Ordinance:**

Lot Merger #00156 is consistent with the Imperial County Land Use Ordinance Title 9, Division 8 (Subdivision Ordinance), Chapter 8, Section 90808.00 "Lot Mergers Initiated by Property Owner."

**Land Use Analysis:**

Under the Imperial County General Plan, the land use designation is Urban and the project site zone is "R-1" (Low Density Residential) per Zoning Map #63 of the Imperial County Title 9 Land Use Ordinance. The proposed Lot Merger combines two (2) lots

within the R-1 Low Density Residential Zone Area to create one (1) single +/- 12,000 square foot (0.27 acre) lot. The proposed project is consistent with the County's General Plan and Zoning Ordinance.

**Surrounding Land Uses, Zoning and General Plan Designations:**

<b>DIRECTION</b>	<b>CURRENT LAND USE</b>	<b>ZONING</b>	<b>GENERAL PLAN</b>
<b>Project Site</b>	Dwelling/Vacant	R-1 Low Density Residential	Urban
<b>North</b>	Residential	R-1 Low Density Residential	Urban
<b>South</b>	Residential	R-1 Low Density Residential	Urban
<b>East</b>	Residential	R-1 Low Density Residential	Urban
<b>West</b>	Residential	R-1 Low Density Residential	Urban

**Environmental Determination:**

After review of the CEQA Guidelines, it has been determined that Lot Merger #00156 is categorically exempt from CEQA per Article 19, Section 15305, Class 5 (minor alterations to land use limitations); therefore, no further environmental documentation is required by State Law.

**Staff Recommendation:**

Staff recommends that the Planning Commission hold a public hearing, hear all the proponents and opponents of the proposed project, and then take the following actions:

1. Find that Lot Merger #00156 is categorically exempt from CEQA per Article 19, Section 15305 (Minor Alterations in Land Use Limitations) and that no further environmental documentation is necessary; and,
2. Find that Lot Merger #00156 is consistent with applicable Zoning and Building Ordinances; and,
3. Approve Lot Merger #00156, subject to the attached conditions.

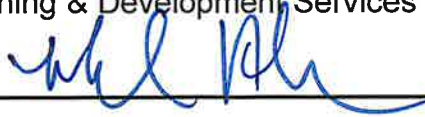
**PREPARED BY:**

Evelia Jimenez, Planner II  
Planning & Development Services



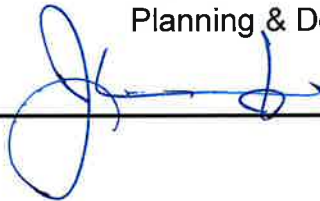
**REVIEWED BY:**

Michael Abraham, AICP, Assistant Director of  
Planning & Development Services



**APPROVED BY:**

Jim Minnick, Director of  
Planning & Development Services



**ATTACHMENTS:**

- A. Vicinity Map
- B. Site Plan
- C. PC Resolutions & Findings
- D. Conditions of Approval
- E. Application & Supporting Documentation
- F. Comment Letters

## **VICINITY MAP**



# PROJECT LOCATION MAP



**OLGA SALDIVAR &  
KEREN JAEI SALDIVAR  
MERG #00156  
APN 001-331-018 AND 009-000**

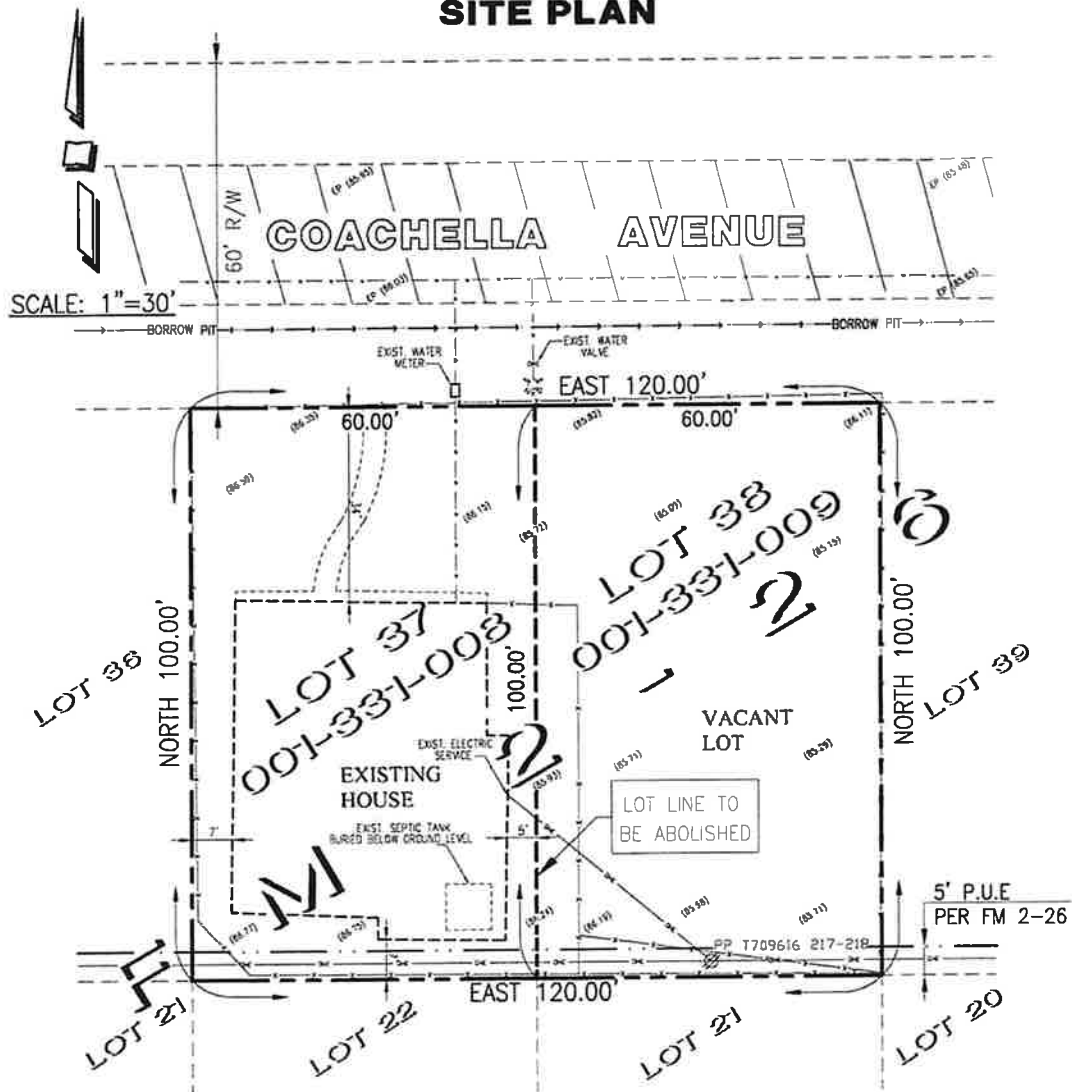
 Project Location  
 Parcels





## **SITE PLAN**

# SITE PLAN



## LEGEND:

- PROPERTY LINE
- - - - - PROPERTY LINE TO BE ABOLISHED
- . - . - 5' PUBLIC UTILITY EASEMENT
- - - - - LOT LINE
- x — EXIST. OVERHEAD LINE
- . - . - EXIST. WATER LINE
- x - x - EXIST. CHAIN LINK FENCE
- - - - - EXIST. BORROW PIT
- (66.54) EXIST. SPOT ELEVATION



JOB NO.: 23-023



## **PC RESOLUTIONS**

## RESOLUTION NO. \_\_\_\_

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, APPROVING “LOT MERGER #00156” OLGA SALDIVAR AND JAEI SALDIVAR.**

**WHEREAS**, Olga Saldivar and Jael Saldivar submitted an application for Lot Merger #00156 to combine two (2) lots into one (1) lot within the West Shores Salton City Urban Area; and,

**WHEREAS**, the project is exempt from the California Environmental Quality Act (CEQA), per Government Code 15305; and,

**WHEREAS**, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties; and,

**NOW, THEREFORE**, the Planning Commission of the County of Imperial **DOES HEREBY RESOLVE** as follows:

**SECTION 1.** The Planning Commission has considered the proposed Lot Merger prior to approval. The Planning Commission finds and determines that the Lot Merger is adequately prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance, Subdivision Map Act, and California Environmental Quality Act (which assesses environmental effects) based upon the following findings and determinations.

**SECTION 2.** That in accordance with State Planning and Zoning law and the County of Imperial regulations, the following findings for approving the Lot Merger #00156 have been made as follows:

**A. Are the lots or parcels contiguous?**

The two (2) lots are contiguous, and the proposed merger will be consistent with the Subdivision Map Act and the County of Imperial Land Use Ordinance Title 9 Section 90808.00.

**B. The lot merger conforms to State Law and County Ordinance.**

MERG #00156 is zoned as R-1 (Low Density Residential) located within the West Shores Salton City Urban Area under the Imperial County Land Use Ordinance Title 9 and conforms to both State Law and County of Imperial Ordinance.

- C. The lot merger is between lots or parcels that were created by a parcel or tract map consistent with the Subdivision Map Act and County Ordinance in effect at the time they were created.**

The lots are consistent with the Subdivision Map Act and County Ordinance.

- D. The lots or parcels are not separated or affected by any easement, right-of-way, road, alley or canal (including public utility easements).**

The two (2) lots are contiguous, and the proposed merger will be consistent with the Subdivision Map Act and the County of Imperial Land Use Ordinance Title 9 Section 90808.00 and will not result in any potential project-related or cumulative easement, right-of-way, road, alley, or canal impacts.

- E. The parcel as merged will not be deprived access as a result of the merger.**

The project will not result in depriving access to any easement, right-of-way, road, alley, or canal (including private easements). The purpose of this lot merger is to combine two (2) lots within the West Shores Salton City Urban Area Plan.

- F. Access to the adjoining parcels will not be restricted by the merger.**

Access to the adjoining lots will not be restricted by the merger.

- G. The parcels, as merged, will not conflict with the location of any existing structures on the property.**

The lot merger does not conflict with the location of any existing structures on the property.

- H. No new lots are created through the merger.**

The merger will not create new lots. The existing two (2) lots will be combined into one (1) lot.

**NOW, THEREFORE,** based on the above findings, the Imperial County Planning Commission **DOES HEREBY APPROVE** Lot Merger #00156, subject to the attached Conditions of Approval.

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**Rudy Schaffner, Chairperson**  
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on **December 13, 2023** by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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**Jim Minnick, Director of Planning & Development Services**  
Secretary to the Planning Commission



## **CONDITIONS OF APPROVAL**

# CONDITIONS OF APPROVAL

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## LOT MERGER (MERG) #00156

APN(s) # 001-331-008 and 001-331-009

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### **NOTICE TO APPLICANT!**

*The above-referenced Lot Merger, upon approval by the County, shall be subject to all of the following conditions, which may include modification or rescission, in whole or in part, by the PLANNING DIRECTOR, PLANNING COMMISSION and/or BOARD OF SUPERVISORS from the conditions recommended by staff. In the event any conditions are deferred the APPLICANT or any subsequent owner(s), shall comply with all of the CONDITIONS specified herein, whether at the time of recordation of the Map/Legal Descriptions or prior to any development permits. It is the obligation of the property owner (current or future) to comply with these conditions; hereinafter the term "applicant" shall mean the current and future owners. If approved, this project having been reviewed for compliance with the General Plan, the Subdivision Map Act and County Land Use Ordinance, the applicant shall comply with all of the requirements of said documents whether specified herein or not.*

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### **GENERAL CONDITIONS:**

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[General Conditions may be either advisory or mandatory depending on the condition. These conditions appear on all lot mergers as generic conditions; however, they are as important as the Site Specific Conditions. The Planning Director established these conditions to be consistent, to be informative, and to cover a broad range of generic requirements and notices. The term applicant(s) shall mean the current and future owner(s) of record.]

**Unless expressly deferred in these conditions all conditions are to be satisfied prior to recordation of the lot merger.**

1. The applicant shall pay any and all amounts as determined by the County to defray all costs for the review of reports, field investigations, or other activities related to compliance with this permit/approval, County Ordinances, and/or any other laws that apply to this Lot Merger.
2. The applicant shall comply with all local, state and/or federal laws, rules, regulations, and/or standards as they may pertain to this project, whether specified herein or not.
3. As a condition of this Lot Merger, the applicant agrees to defend, indemnify, hold harmless, and release the County, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the lot merger or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or

expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this Lot Merger, whether or not there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, or employees.

4. Each parcel created or affected by this merger shall abut a maintained road and/or have legal and physical access to a public road before this Lot Merger is recorded.
5. Applicant shall provide water and sewer to Federal, State and County standards. Water and sewer systems shall be approved by the Environmental Health Services and the Planning & Development Services Department upon further development.
6. The applicant shall comply with all County Fire Department regulations, rules and standards and shall meet all Fire Department requirements necessary to attain compliance upon further development. Any physical improvements required by the Fire Department shall be inspected and approved prior to a building permit being issued by the Planning & Development Services Building Department.
7. All applicable plans, reports, and studies shall be reviewed and approved by the respective responsible agencies when further development occurs for constructing or installing any site improvements and the installation of future improvements shall be reviewed, inspected, and approved by the respective responsible agency.
8. Applicant shall provide a full legal description acceptable to the Planning & Development Services Department, for review and approval by the County Department of Public Works. The legal description shall be prepared, signed and stamped along with closure sheets by a California Licensed Land Surveyor, or a California Registered Civil Engineer licensed to practice in the category of work performed. The legal description shall be typed on plain bond paper (8 1/2" x11"). Letterhead is not acceptable.
9. Applicant shall obtain a **Tax Certificate** from the Tax Collector.
10. Applicant shall pay all applicable fees for the recordation of the **Certificate of Compliance and the Tax Certificate**.

#### **SITE SPECIFIC CONDITIONS:**

1. Provide a Lot Merger prepared by a California-licensed Land Surveyor or Civil Engineer and submit to the Department of Public Works, for review and recordation. The Engineer must be licensed in the category required by the California Business & Professions Code.
2. Provide tax certificate from the Tax Collector's Office prior to recordation of the Lot Merger.

## **APPLICATION & SUPPORTING DOCUMENTS**



# LOT MERGER

I.C. PLANNING & DEVELOPMENT SERVICES DEPT  
801 Main Street, El Centro, CA 92243 (442) 265-1736

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME <u>Olga Lidia Garza Saldivar &amp; Keren Joel Saldivar Garza</u>		EMAIL ADDRESS	
2. MAILING ADDRESS <u>219 Coachella Ave. Salton City, CA</u>		ZIP CODE <u>92254</u>	PHONE NUMBER <u>(760) 879-8270</u>
3. ENGINEER'S NAME <u>BT Engineering &amp; Surveying, Inc.</u>		CAL. LICENSE NO.	
4. MAILING ADDRESS <u>341 W. Crown Ct. Suite 100 Imperial, CA</u>		ZIP CODE <u>92251</u>	PHONE NUMBER <u>(760) 353-3552</u>
5. PROPERTY "A" (site) ADDRESS <u>219 Coachella Ave.</u>		LOCATION <u>Salton City, CA</u>	
6. PROPERTY "A" ASSESSOR'S PARCEL NO.(s) <u>001-331-008</u>		SIZE OF PROPERTY (in acres or square foot)	
7. EXISTING USE <u>Residential</u>		CURRENT ZONE	
8. PROPERTY "A" LEGAL DESCRIPTION (attach separate sheet if necessary) <u>Lot 37 of FM 2-26</u>			
9. PROPERTY "B" (site) ADDRESS <u>Coachella Ave.</u>		LOCATION <u>Salton City, CA</u>	
10. PROPERTY "B" ASSESSOR'S PARCEL NO.(s) <u>001-331-009</u>		SIZE OF PROPERTY (in acres or square foot)	
11. EXISTING USE <u>Residential</u>		CURRENT ZONE <u>Residential</u>	
12. PROPERTY "B" LEGAL DESCRIPTION (attach separate sheet if necessary) <u>Lot 38 of FM 2-26</u>			
13. EXPLAIN PURPOSE/REASON FOR LOT MERGER <u>Owner wants to merge her 2 lots into 1. I has a house and other is vacant.</u>			
14. PROPOSED MERGED PARCEL SIZE <u>1200sq ft</u>		PROPOSED USE <u>Residential</u>	

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

15. DESCRIBE PROPOSED SEWER SYSTEM(s)	<u>Existing Salton Sea Sewer System</u>
16. DESCRIBE PROPOSED WATER SYSTEM	<u>Existing Salton Sea Water System</u>
17. DESCRIBE PROPOSED ACCESS TO MERGED PARCEL	<u>Existing Coachella Ave.</u>
18. IS THIS PARCEL PLANNED TO BE ANNEXED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IF YES, TO WHAT CITY or DISTRICT?	

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT

Olga Saldivar 5/22/23  
Print Name (owner) Date  
[Signature]  
Signature (owner)  
  
\_\_\_\_\_  
Print Name (Agent) Date  
  
\_\_\_\_\_  
Signature (Agent) An owners notarized affidavit is required if application is signed by Agent

## REQUIRED SUPPORT DOCUMENTS

- A. SITE PLAN - N/A
- B. PROPOSED LEGAL DESCRIPTION
- C. PRELIMINARY TITLE REPORT (6 months or newer)
- D. FEE \_\_\_\_\_
- E. OTHER \_\_\_\_\_

APPLICATION RECEIVED BY: \_\_\_\_\_  
APPLICATION DEEMED COMPLETE BY: \_\_\_\_\_  
APPLICATION REJECTED BY: \_\_\_\_\_  
TENTATIVE HEARING BY: \_\_\_\_\_  
FINAL ACTION: ☐ APPROVED ☐ DENIED

DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

REVIEW / APPROVAL BY  
OTHER DEPT'S required  
☐ P W  
☐ E H S  
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☐ O E S  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

MERG#

00156

# IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Imperial California on 5/22, 2023

## APPLICANT

Name: Dlga Saldivar

By [Signature]

Title owner

Mailing Address:

219 Coachella Ave.  
Salton City, CA 92254

## REAL PARTY IN INTEREST

(If different from Applicant)

Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED/RECEIVED BY \_\_\_\_\_ Date \_\_\_\_\_

PROJECT ID NO \_\_\_\_\_ APN \_\_\_\_\_

S:\FORMS \_LISTS\General Indemnification FORM 041516.doc

MAIN OFFICE: 801 Main Street El Centro, CA 92243 (442) 265-1736 FAX: (442) 265-1735 E-MAIL: [planning@co.imperial.ca.us](mailto:planning@co.imperial.ca.us)



**Jim Minnick**  
DIRECTOR

## **Imperial County Planning & Development Services** **Planning / Building / Parks & Recreation**

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### **NOTICE TO APPLICANT**

**SUBJECT: PAYMENT OF FEES**

Dear Applicant:

Pursuant to County Codified Ordinance Division 9, Chapter 1, Section 90901.02, all Land Use Applications must be submitted with their appropriate application fee. Failure to comply will cause application to be rejected.

Please note that once the Department application is received and accepted, a "time track" billing will commence immediately. Therefore, should you decide to cancel or withdraw your project at any time, the amount of time incurred against your project will be billed and deducted from your payment. As a consequence, if you request a refund pursuant to County Ordinance, your refund, if any, will be the actual amount paid minus all costs incurred against the project.

Please note there will be no exceptions to this policy. Thank you for your attention.

Sincerely yours,

Jim Minnick, Director  
Planning & Development Services

RECEIVED BY:

DATE:

5/22/03

**EXHIBIT "A"**  
**LOT MERGER**  
**LEGAL DESCRIPTION**

**PARCEL "A"**

BEING A MERGER OF LOT 37 AND 38 BLOCK 2-B SALTON SEA BEACH ESTATES UNIT No.3 IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 2 PAGE 26 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUTNY.

THE ABOVE DESCRIBED PARCEL CONTAINS: 12,000 S.F. (0.27 ACRES) MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

\_\_\_\_\_  
VICTOR RODRIGUEZ-FERNANDEZ  
PLS 533

04/28/2023

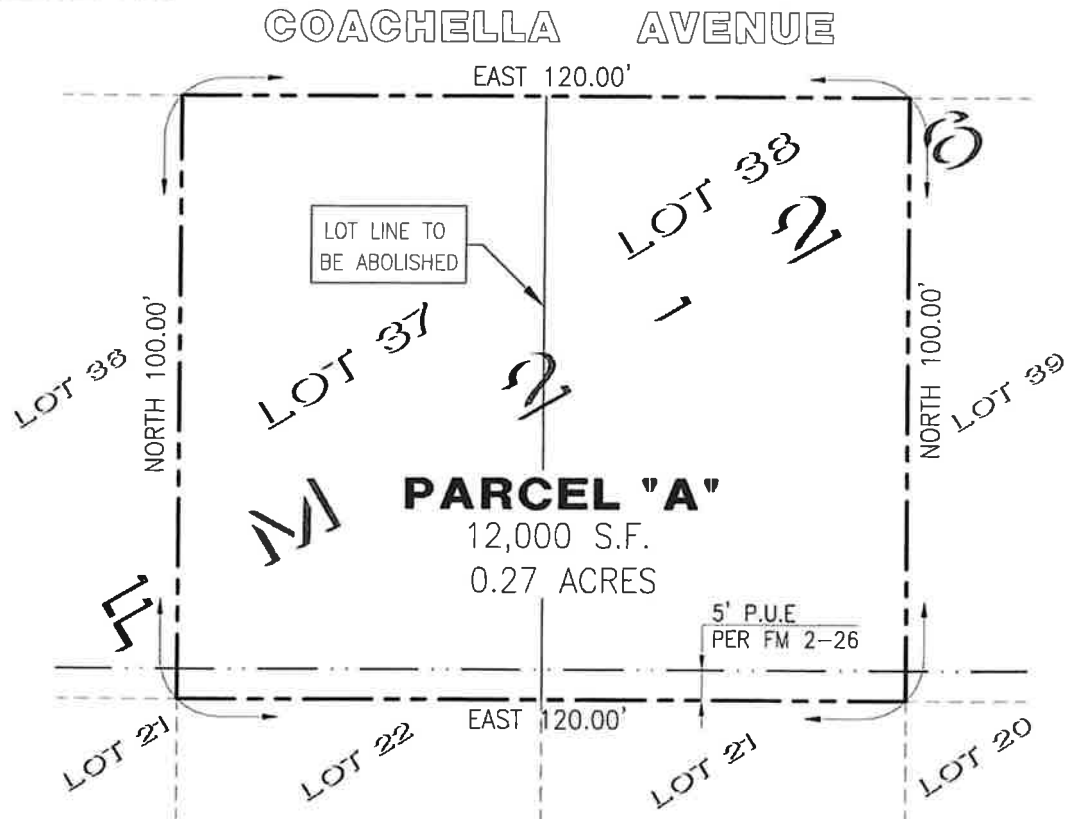
DATE





**EXHIBIT "B"**

SCALE: 1"=30'



**LEGEND:**

- — — — — PROPERTY LINE
- · — · — 5' PUBLIC UTILITY EASEMENT
- — — — — LOT LINE TO BE ABOLISHED



04/28/2023

VICTOR RODRIGUEZ-FERNANDEZ  
PLS 5335

DATE



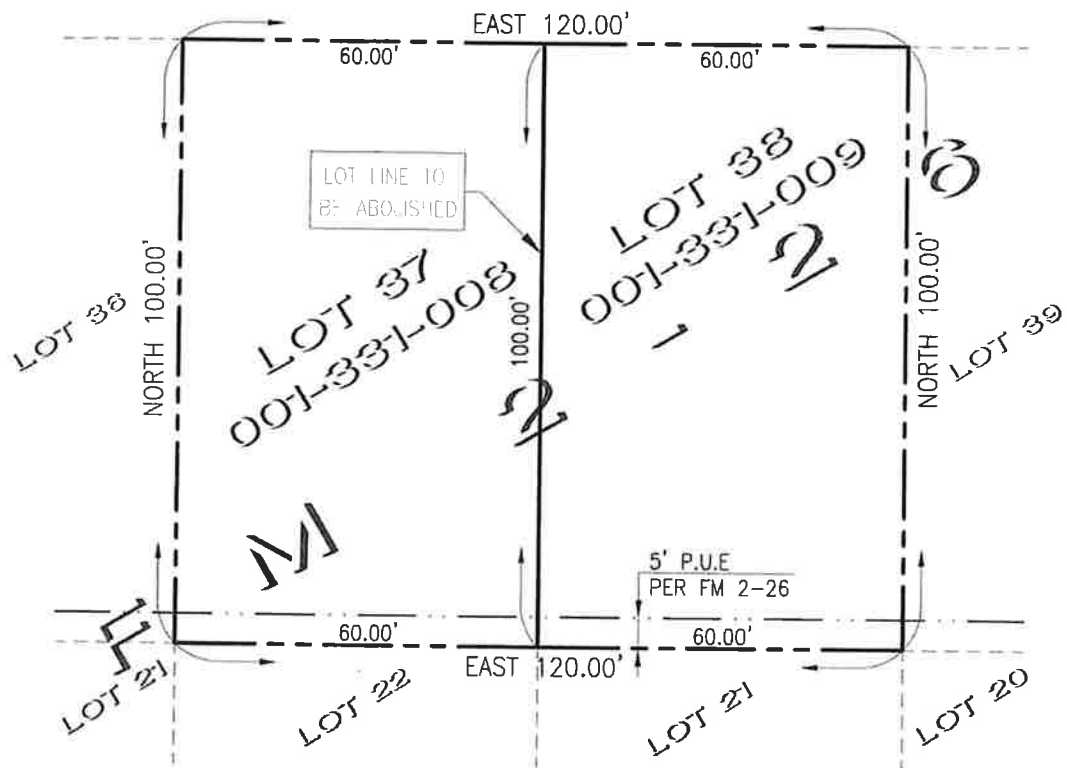
JOB NO.: 23-023

# EXISTING LOTS CONFIGURATION



SCALE: 1"=30'

COACHELLA AVENUE



## LEGEND:

- PROPERTY LINE
- - - - 5' PUBLIC UTILITY EASEMENT
- LOT LINE TO BE ABOLISHED



JOB NO.: 23-023

Recording Requested by (name):

Olga Lidia Garza Saldivar

**CHUCK STOREY**  
COUNTY CLERK-RECORDER

P PUBLIC

When recorded mail to and mail tax statements to:

Olga Lidia Garza Saldivar

219 Coachella Avenue

Salton Sea Beach Ca 92274

Doc#: 2022024579

Titles: 1 Pages: 4

Fees \$23.00

Taxes \$0.00

Other \$0.00

PAID \$23.00



\* \$ R 0 0 0 0 5 1 0 0 2 6 \$ \*

Recorder's Use Only

**QUITCLAIM DEED****Title of Document**

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

**Reason for Exemption:**

- ☐ Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- ☒ Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
- ☐ Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under Penalty of Perjury that the information provided above is true and correct.

Executed this 13 day of December, 2022 at El Centro, CA  
DAY MONTH YEAR CITY STATEOlga Lidia Garza Saldivar  
PRINT NAME  
SIGNATURE**COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.**

Documentary Transfer Tax: \$ 0.00 If exempt, enter R&amp;T code: 11911

- ☒ Computed on full value of the property conveyed.
- ☐ Computed on full value less liens & encumbrances remaining thereon at time of sale.
- ☐ Unincorporated Area City of Salton Sea Beach

  
Signature of declarant or agent determining taxMAIL TAX STATEMENTS AS DIRECTED ABOVE OR TO: SAME AS ABOVE  
(IF DIFFERENT FROM ABOVE)

Recording requested by (name):

Olga Lidia Garza Saldivar

When recorded mail to  
and mail tax statements to:

Olga Lidia Garza Saldivar

219 Coachella Avenue

Salton Sea Beach Ca 92274

Recorder's Use Only

## QUITCLAIM DEED

Assessor's Parcel No. (APN):

001-331-008-000 & 001-331-009-000

Documentary Transfer Tax: \$0.00

If exempt, enter R&T code: 11911

Explanation: Creation of Joint Tenants

Signature of Declarant or Agent determining tax

### Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
- ☐ recorded concurrently "in connection with" transfer subject to Documentary Transfer Tax
  - ☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- ☐ Transfer is exempt from fee per GC 27388.1(a)(1):
- ☐ Fee cap of \$225.00 reached ☐ Not related to real property

For a valuable consideration, receipt of which is hereby acknowledged,

Olga Lidia Garza Saldivar, A Widow

(Disclaiming Party(ies)) hereby quitclaim(s) to

Olga Lidia Garza Saldivar, A Widow and Keren Jael Saldivar-Garza, A Married Woman, As Joint Tenants

(Property Owner(s)) the following real property in the City of Salton Sea Beach

County of Imperial, California (insert legal description):

See Attached Exhibit "A" for complete legal descriptions

Date: 11/30/2022

Olga Lidia Garza Saldivar  
(Signature of declarant)

Olga Lidia Garza Saldivar  
(Print name)

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

\_\_\_\_\_  
(Signature of declarant)

\_\_\_\_\_  
(Print name)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Imperial

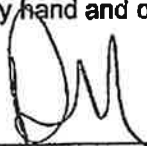
On November 30, 2022 before me, Delilah R. Marquez Notary Public  
(insert name and title of the officer)

personally appeared Olga Lidia Garza Saldivar  
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 the instrument.

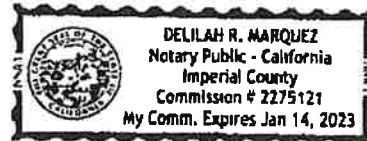
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**EXHIBIT "A"**

**Parcel Number: 001-331-008-000**

**Lot 37 and 38 Block 2-B Salton Sea Beach Estates Unit No.3 in the County of Imperial, State of California, according to Map on file in Book 2 Page 26 of Final Maps, in the Office of the County Recorder of Imperial County.**

**EXCEPTING all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals in and under said land, reserved by Jorgensen-Brown Development Company Inc., by deed Recorded October 20, 1958 in Book 1006, Page 627 of Official Records.**



## CHICAGO TITLE COMPANY

### PRELIMINARY REPORT

Order No.: 7102304642-SB  
Property: Thermal Ca  
Thermal, CA 92274

*In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.*

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

It is important to note that ~~this~~ preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

**Chicago Title Insurance Company**

Countersigned By:

*Michael J. Nolan*

Authorized Officer or Agent

Date:

*Michael J. Nolan*

By:

*Michael J. Nolan*

Michael J. Nolan, President

Attest:

*Marjorie Nemzura*

Marjorie Nemzura, Secretary



Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



CHICAGO TITLE  
COMPANY

ISSUING OFFICE: 1425 Main Street, El Centro, CA 92244

FOR SETTLEMENT INQUIRIES, CONTACT:

TBD

• FAX

## PRELIMINARY REPORT

Title Officer: Stacey Benner  
Email: [stacey.benner@ctt.com](mailto:stacey.benner@ctt.com)  
Phone No.: (760)335-3125  
Fax No.: (760)353-1307  
Title No.: 7102304642-SB

Customer:  
Email:  
Phone No.:  
Fax No.:  
Ref. No.:

PROPERTY ADDRESS(ES): Thermal Ca, Thermal, CA

EFFECTIVE DATE: May 9, 2023 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee

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

Olga Lidia Garza Saldivar, a widow and Keren Jael Saldivar-Garza, a married woman, as joint tenants,  
subject to item no. 11 of Schedule B

3. The Land referred to in this Report is described as follows:

For APN/Parcel ID(s): 001-331-008-000 and 001-331-009-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF THERMAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 37 AND 38, BLOCK 2-B, SALTON SEA BEACH ESTATES UNIT NO. 3, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 2, PAGE 26 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND KINDRED SUBSTANCES AND OTHER MINERALS UNDER SAID LAND, RESERVED BY JORGENSEN-BROWN DEVELOPMENT COMPANY, INC., BY DEED RECORDED OCTOBER 20, 1958 IN BOOK 1006, PAGE 627, OFFICIAL RECORDS.



**PRELIMINARY REPORT**  
(continued)

EXCEPTING THEREFROM ANY HOUSE TRAILER OR MOBILE HOME SITUATED ON SAID LAND.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 082-005  
Tax Identification No.: 001-331-008-000  
 Fiscal Year: 2022-2023  
 1st Installment: \$289.11 Paid  
 2nd Installment: \$289.11 Paid  
 Exemption: \$7,000.00  
 Land: \$9,194.00  
 Improvements: \$35,288.00

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 082-005  
Tax Identification No.: 001-331-009-000  
 Fiscal Year: 2022-2023  
 1st Installment: \$61.35 Paid  
 2nd Installment: \$61.35 Paid  
 Land: \$7,000.00

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Taxes and assessments levied by the Coachella Valley Water District, if any.

6. Water rights, claims or title to water, whether or not disclosed by the public records.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: public utilities  
 Affects: as shown on said map

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Imperial Irrigation District

Recorded: February 25, 1958 in book 986, page 260, official records, and subsequent deeds of record

Reference is made to said document for full particulars

**EXCEPTIONS**  
(continued)

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 14, 1958  
Recording No.: in book 987, page 520, official records

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

Amount: \$90,000.00  
Dated: July 28, 2006  
Trustor/Grantor: Roman Saldivar and Olga Saldivar, husband and wife as joint tenants  
Trustee: Executive Trustee Services, Inc.  
Beneficiary: GMAC Mortgage Corporation  
Recording Date: August 29, 2006  
Recording No.: 2006-041484 of official records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Nationstar Mortgage LLC  
Recording Date: July 12, 2011  
Recording No.: 2011-016353 of official records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Quality Loan Service Corporation  
Recording Date: August 2, 2011  
Recording No.: 2011-018374 of official records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: U.S. Bank Trust National Association, not in its individual capacity, but solely as Trustee of Citigroup Mortgage Loan Trust 2020-RP2  
Recording Date: February 22, 2021  
Recording No.: 2021004258 of official records

11. The community interest of the spouse of the vestee named below.

Vestee: Keren Jael Saldivar-Garza

The Company will require that the spouse of the vestee shown above join in any conveyance or encumbrance before such transaction will be insured.

12. Any facts an accurate survey would disclose as to the location of the exterior boundaries of said land or as to the location of canals, laterals, waste and drain ditches thereon in use by Imperial Irrigation District as part of its irrigation system.
13. Easements and rights of way for public or private roads or highways along the boundaries of said land as the same now exist and are in use.

**EXCEPTIONS**  
(continued)

**END OF EXCEPTIONS**

## NOTES

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 3.** If this company is requested to disburse funds in connection with this transaction, Chapter 598, Statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold period for cashier's checks, certified checks and teller's checks is one business day after the day deposited. Other checks require a hold period of from two to five business days after the day deposited. In the event that the parties to the contemplated transaction wish to record prior to the time that the funds are available for disbursement (and subject to Company approval), the Company will require the prior written consent of the parties. Upon request, a form acceptable to the company authorizing said early recording may be provided to Escrow for execution.
- Wire Transfers
- There is no mandated hold period for funds deposited by confirmed wire transfer. The Company may disburse such funds the same day.
- Note 4.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 5.** Note: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 6.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note 7.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

## END OF NOTES

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 001-331-008-000 and 001-331-009-000**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF THERMAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 37 AND 38, BLOCK 2-B, SALTON SEA BEACH ESTATES UNIT NO. 3, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 2, PAGE 26 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND KINDRED SUBSTANCES AND OTHER MINERALS UNDER SAID LAND, RESERVED BY JORGENSEN-BROWN DEVELOPMENT COMPANY, INC., BY DEED RECORDED OCTOBER 20, 1958 IN BOOK 1006, PAGE 627, OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY HOUSE TRAILER OR MOBILE HOME SITUATED ON SAID LAND.





WIRE SAFE™

Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

### **This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

### **This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;

- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

#### **Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

#### **Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

#### **Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

#### **Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

#### **Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

#### **Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the Consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months, or since January 1, 2022.

#### **Right to request deletion:**

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

**Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Privacy Requests:**

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit **California Privacy Request**, call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the Consumer's identity by requiring an account, loan, escrow number, or other identifying information from the Consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

**FNF website services for mortgage loans:**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on January 1, 2023.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit **California Privacy**, call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency 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 the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE  
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY (02-04-22)**

**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**PART I**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**PART II**

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*



# ATTACHMENT ONE (CONTINUED)

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The **transfer** of the Title to You is **invalid** as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights **laws**.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

### ALTA OWNER'S POLICY (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**NOTE:** The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## ATTACHMENT ONE (CONTINUED)

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters **are** expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of **these** laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any **claim**, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as **shown** in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments **imposed** by **governmental** authority and created **or attaching** between Date of Policy and the date of recording of the deed or other instrument of **transfer** in the **Public Records** that vests Title as **shown** in Schedule A.

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, **easement**, or adverse **circumstance** affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not **shown** by the Public Records **at Date** of Policy.
5. (a) Unpatented mining claims; (b) **reservations** or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters **excepted** under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### FNF Underwritten Title Companies

CTC - Chicago Title Company  
CLTC - Commonwealth Land Title Company  
FNTC - Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR - Ticor Title Company of California  
LTC - Lawyer's Title Company  
SLTC - ServiceLink Title Company

### Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC - Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
CTIC - Chicago Title Insurance Company

### Available Discounts

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

## **COMMENT LETTERS**



**AIR POLLUTION CONTROL DISTRICT**



September 29, 2023

Jim Minnick  
Planning & Development Services Director  
801 Main Street  
El Centro, CA 92243

**RECEIVED**

By Imperial County Planning & Development Services at 4:49 pm, Sep 29, 2023

SUBJECT: Lot Merger 00156 – Olga & Jael Saldivar

Dear Mr. Minnick,

The Imperial County Air Pollution Control District (Air District) appreciates the opportunity to review and comment on Lot Merger (MERGE) 00156 (Project). The project proposes the merging of two (2) existing lots identified with Assessor's Parcel Numbers (APN) 001-331-008 & 001-331-009; each lot is approximately 6,100 sqft. and will result in a single lot of approximately 12,200 sqft.

The Air District requests a copy of the finalized map for its records.

The Air District also reminds the applicant that the project must comply with all Air District rules and regulations and emphasizes Regulation VIII, a collection of rules designed to maintain fugitive dust emissions below 20% visual opacity.

For your convenience, the Air District's rules and regulations are available via the web at <https://apcd.imperialcounty.org/rules-and-regulations/>. Please feel free to call should you have questions at (442) 265-1800.

Respectfully,

Ismael Garcia  
Environmental Coordinator I

Reviewed by,

Monica N. Soucier  
APC Division Manager



Jim Minnick  
DIRECTOR

## Imperial County Planning & Development Services Planning / Building

**September 21, 2023**  
**REQUEST FOR REVIEW**  
**AND COMMENTS**

The attached project and materials are being sent to you for your review and as an early notification that the following project is being requested and being processed by the County's Planning & Development Services Department. Please review the proposed project based on your agency/department area of interest, expertise, and/or jurisdiction.

To: County Agencies	State Agencies/Other	Cities/Other
<input checked="" type="checkbox"/> County Executive Office – Rosa Lopez/ Miguel Figueroa	<input checked="" type="checkbox"/> IC Sheriff's Office – Robert Benavidez/Fred Miramontes/Ryan Kelley	<input checked="" type="checkbox"/> IID – Donald Vargas
<input checked="" type="checkbox"/> Public Works – Carlos Yee/John Gay	<input checked="" type="checkbox"/> Board of Supervisors – Ryan E. Kelley - District #4	<input checked="" type="checkbox"/> IC Fire/OES Office – Andrew Loper/ Sal Flores/Robert Malek/David Lantzer
<input checked="" type="checkbox"/> Fort Yuma- Quechan Indian Tribe – Jordan D. Joaquin/ H. Jill McCormick	<input checked="" type="checkbox"/> Ag. Commissioner – Antonio Venegas/Jolene Dessert/Margo Sanchez/ Ashley Jauregui	<input checked="" type="checkbox"/> EHS – Jeff Lamoure/Mario Salinas/ Alphonso Andrade/Jorge Perez/Vanessa R Ramirez
<input checked="" type="checkbox"/> County Counsel – Eric Havens	<input checked="" type="checkbox"/> Campo Band Of Mission Indians - Marcus Cuero/Jonathan Mesa	<input checked="" type="checkbox"/> APCD – Monica Soucier/Belen Leon/Jesus Ramirez
<input checked="" type="checkbox"/> Salton Community Services Dist. – Mitch Mansfield	<input checked="" type="checkbox"/> Torres-Martinez Desert Cahuilla Indians – Thomas Torte/ Joseph Mirelez	

From: Evelia Jimenez Planner II - (442) 265-1736 or [ejimenez@co.imperial.ca.us](mailto:ejimenez@co.imperial.ca.us)  
Project ID: MERG00156  
Project Location: 219 Coachella Ave., Salton City CA 92251 APN 001-331-008 & 001-331-009  
Project Description: Owner wants to merge her two (2) lots into one (1).  
Applicants: Olga Saldivar & Jael Saldivar  
Comments due by: **October 6<sup>th</sup> 2023 at 5:00PM**

COMMENTS: (attach a separate sheet if necessary) (if no comments, please state below and mail, fax, or e-mail this sheet to Case Planner)

Name: Antonio Venegas Signature:  Title: Agricultural Biologist/Standards Specialist IV  
Date: 09/21/2023 Telephone No.: (442) 265-1500 E-mail: antoniovenegas@co.imperial.ca.us

LVATIS:\Clerical\Clerical Forms\Request for Comments Templates\Request for Comments .docx



COUNTY OF  
IMPERIAL

DEPARTMENT OF  
PUBLIC WORKS

155 S. 11th Street  
El Centro, CA  
92243

Tel: (442) 265-1818  
Fax: (442) 265-1858

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CountyDpw/](https://twitter.com/CountyDpw/)

*Public Works works for the Public*



November 28, 2023

Mr. Jim Minnick, Director  
Planning & Development Services Department  
801 Main Street  
El Centro, CA 92243

Attention: Evelia Jimenez, Planner II

**SUBJECT: LM 156 – Olga & Jael Saldivar;**  
located on 219 Coachella Ave, Salton City, CA.  
APN's 001-331-008 & 001-331-009.

Dear Mr. Minnick:

This letter is in response to your submittal package received by this department on September 21, 2023 for the above mentioned project. The applicant proposes to merge 2 lots into one.

Department staff has reviewed the package information and the following comments are provided for the applicant use:

1. Exhibit "A"
  - o The mineral exceptions needs to be included in the Legal Description.
  - o The legal description needs to be labeled "Lot Merger No. 156".
2. Exhibit "B"
  - o The 60 feet of right of way dimension at Coachella Ave needs to be added.
  - o The number "2" need to be moved from the lot line.
  - o The block number designation needs to be added.
  - o The exhibit needs to be labeled "Lot Merger No. 156".
  - o The lot south of Lot 36 is mislabeled, the correct number should be Lot 23.
3. The applicant shall fill out and submit in PDF format the Imperial County Public Works Survey Plan Check Application in order for our Department to review and approve the legal descriptions for this Lot Line Adjustment.
4. The lot line adjustment shall be reflected in a deed(s), which shall be recorded.

Should you have any questions, please do not hesitate to contact this office. Thank you for the opportunity to review and comment on this project.

Respectfully,

David Dale, PE, PLS  
Assistant Director of Public Work

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