

TO: Planning Commission

AGENDA DATE: October 22, 2025

FROM: PLANNING & DEVELOPMENT SERVICES AGENDA TIME: 9:00am/ No. 3

Raul Parra & Maria Parra and Jennifer Sidhu & Jennifer Welsh PROJECT TYPE: Lot Line Adjustment #00343 SUPERVISOR DIST #3			
LOCATION: 596 & 590 W Brewer Rd		APNS: <u>064-24</u>	0-013-000 & 038-000
Imperial, CA 9	2251	_PARCEL SIZE: <u>+/-</u> 0	0.53 AC & +/- 1.00 AC
GENERAL PLAN (existing)	Urban Area	GENERAL PI	_AN (proposed) N/A
ZONE (existing) A-1-U (Limited A	griculture within Urb	oan Overlay)	ZONE (proposed) N/A
GENERAL PLAN FINDINGS	□ CONSISTENT		MAY BE/FINDINGS
PLANNING COMMISSION DEC	ISION:	HEARING DATE:	October 22, 2025
	APPROVED	DENIED	OTHER
PLANNING DIRECTORS DECIS	SION:	HEARING DA	TE: <u>N/A</u>
	APPROVED	DENIED	OTHER
ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: N/A			
		INITIAL STUD	Y:N/A
☐ NEGATIVE DECLARATION ☐ MITIGATED NEGATIVE DECLARATION ☐ EIR			
DEPARTMENTAL REPORTS / A PUBLIC WORKS AG. COMMISSIONER APCD DEH/EHS FIRE/OES OTHER:IMPER	□ NONE □ NONE □ NONE □ NONE □ NONE □ NONE		ATTACHED ATTACHED ATTACHED ATTACHED ATTACHED ATTACHED UECHAN INDIAN TRIBE

STAFF RECOMMENDATION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING, THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU TAKE THE FOLLOWING ACTIONS:

- 1. FIND THAT LOT LINE ADJUSTMENT #00343 IS CATEGORICALLY EXEMPT FROM CEQA PER ARTICLE 19, SECTION 15305 (A) (MINOR ALTERATIONS IN LAND USE LIMITATIONS) AND THAT NO FURTHER ENVIRONMENTAL DOCUMENTATION IS NECESSARY; AND,
- 2. FIND THAT LOT LINE ADJUSTMENT #00343 IS CONSISTENT WITH APPLICABLE ZONING AND BUILDING ORDINANCES; AND
- 3. APPROVE LOT LINE ADJUSTMENT #00343, SUBJECT TO THE ATTACHED CONDITIONS.

STAFF REPORT

Planning Commission Meeting October 22, 2025 Lot Line Adjustment (LLA) #00343

Applicant: Raul Parra & Maria Parra

Jennifer Sidhu & Jennifer Welsh

596 & 590 W Brewer Rd, Imperial, CA 92251

Project Location:

The proposed project site consists of two (2) lots located at 596 and 590 W Brewer Rd, Imperial, CA 92251; and further identified as Assessor's Parcel Number(s) 064-240-013-000 (Parcel A) and 064-240-038-000 (Parcel B); "Parcel A" is legally described as S 170 FT OF W 250 FT BLK 109 IMPERIAL SUB 1 .98 AC; "Parcel B" is legally described as PAR 4 PM 1663 OF BLK 109 IMPERIAL SUB 1 1AC; of the San Bernardina Base Meridian (S.B.B.M.), in an unincorporated area of the County of Imperial, State of California.

Project Summary:

The applicants are proposing a lot line adjustment between two adjacent parcels in order to resolve an encroachment issue involving a residential structure located on Parcel "A" (064-240-013-000) onto the neighboring Parcel "B" (064-240-038-000). This application aims to rectify the encroachment and bring both parcels into compliance with applicable zoning and property regulations. By adjusting the north lot line, the applicants seek to ensure that both parcels conform to legal boundaries and zoning requirements.

Water will be provided by the City of Imperial, while sewer will be provided through an existing septic system.

Both Parcels A & B will maintain their existing physical access to the properties and will continue to be via Brewer Road.

Existing Parcels:

- "Parcel A" (064-240-013-000) ±0.98 Acres
- "Parcel B" (064-240-038-000) ±1.00 Acres

Proposed Parcels:

- "Parcel A" (064-240-013-000) ±1.394 Acres
- "Parcel B" (064-240-038-000) ±0.538 Acres

County Ordinance:

Lot Line Adjustment (LLA) #00343 is consistent with the Imperial County Land Use Ordinance (Title 9), Division 8 – Subdivision Ordinance, Section 90807.00 as no new parcels is created or eliminated. The proposed project is also consistent with the Subdivision Map Act, Section 66412 (d), since the land taken from one parcel is added to an adjoining parcel.

Land Use Analysis:

Under the Imperial County General Plan, both parcels belong to the Urban Area Plan, and the zoning is A-1-U (Limited Agriculture with Urban Overlay) per Zoning Map #5 of the Imperial County Title 9 Land Use Ordinance. The proposed project is consistent with the County's General Plan and zoning ordinances.

Surrounding Land Uses, Zoning and General Plan Designations:

DIRECTION	CURRENT LAND USE	ZONING	GENERAL PLAN
Project Site	Residential	A-1-U	Urban
North	Residential	A-1-U	Urban
South	Residential	City of Imperial Limits	Urban
East	Residential	A-1-U	Urban
West	Residential	A-1-L-1-U	Urban

Environmental Determination:

After reviewing the CEQA Guidelines, it has been determined that Lot Line Adjustment (LLA) #00343 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:

It is recommended 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 Line Adjustment (LLA) #00343 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 Line Adjustment (LLA) #00343 is consistent with applicable Zoning and Building Ordinances; and
- 3. Approve Lot Line Adjustment (LLA) #00343, subject to the attached conditions.

PREPARED BY:

Luis Valenzuela, Planner II

Planning & Development Services

(Marin

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

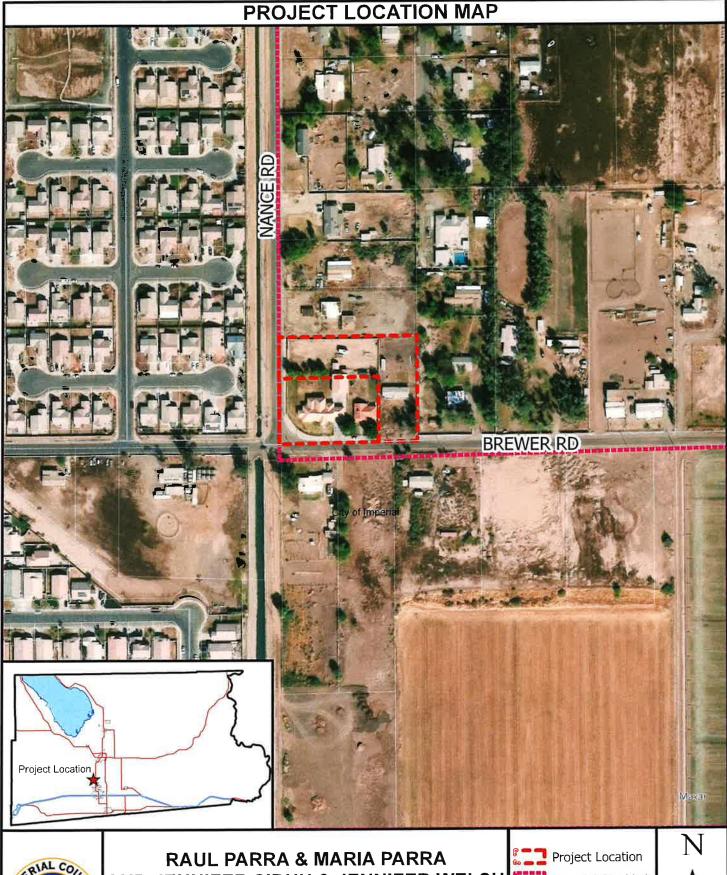
C. PC Resolutions

D. LLA#00343 Conditions of Approval E. Application & Supporting Documentation

F. Comment Letters

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ATTACHMENT "A" VICINITY MAP





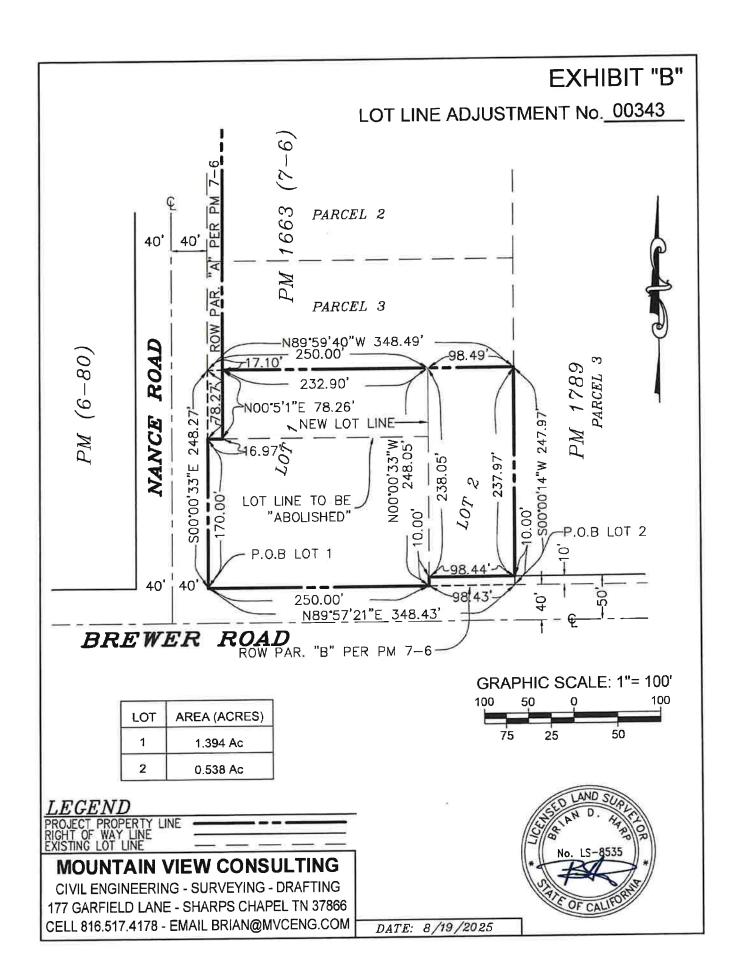
AND JENNIFER SIDHU & JENNIFER WELSH [Imperial City Limit LLA#00343

APN: 064-240-013, -038-001





ATTACHMENT "B" SITE PLAN



ATTACHMENT "C" PC RESOLUTIONS

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, APPROVING "LOT LINE ADJUSTMENT #00343" RAUL PARRA & MARIA PARRA, and Jennifer Sidhu & Jennifer Welsh.

WHEREAS, Raul Parra & Maria Parra and Jennifer Sidhu & Jennifer Welsh, submitted an application for Lot Line Adjustment #00343 to adjust the Northern property line of "Parcel A" (APN 064-240-013-000) and "Parcel B" (APN 064-240-038-000) to correct an encroachment of a residential structure located on "Parcel A" onto "Parcel B"; 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 at a public hearing held with respect to this item on October 22, 2025; 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 Line Adjustment prior to approval. The Planning Commission finds and determines that the Lot Line Adjustment 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 Line Adjustment #00343 have been made as follows:

A. Whether the lot line adjustment conforms to State law and County Ordinances.

Lot Line Adjustment (LLA) #00343 conforms to California State Law through Section 66412(d) (Map Act Exclusions) of the Subdivision Map Act and Section 15305(a) (Minor Alterations in Land Use Limitations) of the California Environmental Quality Act (CEQA); additionally, the Lot Line Adjustment conforms with the Imperial County Land Use Ordinance, Title 9, Division 8 - Subdivision Ordinance, particularly section 90807.00 et. seq. (Lot Line Adjustments).

B. The lot line adjustment is consistent with County Zoning and Building law.

Lot Line Adjustment (LLA) #00343 is zoned A-1-U (Limited Agriculture with Urban Overlay) and it is consistent with the Imperial County Land Use Ordinance (Title 9), Section 90508.00 et. seq. In addition, Lot Line Adjustment (LLA) #00343 is consistent with Building laws since no improvements to the land are being proposed.

C. That the lot line adjustment is not a re-subdivision pursuant to Government Code 66499.20 et. seq.

Lot Line Adjustment (LLA) #00343 is not a re-subdivision pursuant to Government Code 66499.20 et. seq.

D. That the lot line adjustment does not create any new lots or parcels or delete any lots or parcels.

Lot Line Adjustment (LLA) #00343 will not create nor delete any new lots or parcels. The proposed project will transfer approximately ≈±0.47 acres from Parcel B (APN 064-240-038-000) to Parcel A (APN 064-240-013-000).

E. Determine what CEQA documentation is necessary to be filed for the applicants.

Lot Line Adjustment (LLA) #00343 is exempt from CEQA pursuant to Article 19, Section 15305 (a) - Minor Alterations to Land Use Limitations. Therefore, no further CEQA documentation is required. Nevertheless, a Notice of Exemption would be filed with Imperial County Recorder's Office for thirty (30) days should the project be approved.

F. Determine what conditions are necessary for compliance with Zoning and Building Ordinances, and to facilitate the relocation of existing utilities, infrastructure, easements or improvements.

The planning staff has established conditions for Lot Line Adjustment (LLA) #00343 to assure that the affected parcels comply with the County's Zoning and Building Ordinances (see attachment D).

Commission DOES HEREBY APPROVE Lot Li attached Conditions of Approval.	
	Rudy Schaffner, Chairperson Imperial County Planning Commission
I hereby certify that the preceding resolution was meeting conducted on October 22, 2025 by the f	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	
Jim Minnick, Director of Planning & Development Service	 /ces

Secretary to the Planning Commission

ATTACHMENT "D" LLA#00343 CONDITIONS OF APPROVAL

CONDITIONS

OF APPROVAL

LOT LINE ADJUSTMENT (LLA) #00343

APN(s) # 064-240-013-000 & 064-240-038-000

NOTICE TO APPLICANT!

The above-referenced Lot Line Adjustment, 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.

GENERAL CONDITIONS:

[General Conditions may be either advisory or mandatory depending on the condition. These conditions appear on all lot line adjustments 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 line adjustment.

- 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 Line Adjustment.
- 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 Line Adjustment, 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 line adjustment 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 Line Adjustment, 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 lot line adjustment shall abut a maintained road and/or have legal and physical access to a public road before this Lot Line Adjustment is recorded.
- 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 ½" 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. The legal description and plat shall be prepared by a California Licensed Land Surveyor and submitted to the Imperial County Department of Public Works for review and approval. 1
- 2. The lot line adjustment shall be reflected in a deed, which shall be recorded. 1
- 3. Each parcel affected by this lot line adjustment shall abut a maintained road and/or have legal and physical access to a public road. 1

- **4.** The applicant shall provide an Irrevocable Offer of Dedication (IOD) or dedicate the required portion for sufficient right of way for future development of Brewer Road. ¹
- 5. The applicant shall provide an Irrevocable Offer of Dedication (IOD) or dedicate the required portion for sufficient right of way for future development of Nance Road.¹
- 6. Physical alterations to the land or subsequent construction activities triggered by the LLA will necessitate detailed drainage and grading plans and studies prepared by qualified professionals to prevent sedimentation or damage to off-site properties. It is the owner's responsibility to ensure that any storm run-off does not impact County facilities or adjacent properties. 1
- 7. The Drainage and Grading Study/Plan shall be submitted to the Department of Public Works for review and approval. The applicant shall implement the approved plan, and the employment of the appropriate Best Management Practices (BMP's) shall be included within the study/plan. This Drainage and Grading Study/Plan shall also be provided should any future development occur in any of the properties. This requirement is mandated per Imperial County Code of Ordinances, Chapter 12.10.020 B Design and Construction Standards. 1
- 8. An encroachment permit shall be secured from the Department of Public Works for all new, altered or unauthorized existing driveway(s) to access the properties through surrounding roads. For projects involving access through surrounding County roads, as a minimum, a commercial driveway shall be constructed. This requirement is mandated per Imperial County Code of Ordinances, Chapter 12.10.020 B. 1
- 9. Prior to the lot split, a septic evaluation and certification, in accordance with Policy #8305 must be performed and submitted to the Environmental Health Services (EHS) office for review and approval. ²

^{1 -} Imperial County Department of Public Works comment letter dated October 21, 2025

^{2 -} Imperial County Department of Environmental Health Services email dated October 15, 2025

ATTACHMENT "E" APPLICATION & SUPPORTING DOCUMENTATION

LOT LINE ADJUSTMENT I.C. PLANNING & DEVELOPMENT SERVICES DEPT 801 Main Street, El Centro, CA 92243 (760) 482-4236

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

	The state of the s
PROPERTY OWNER'S "A" NAME	EMAIL ADDRESS
RAUL PARCE AND MARIA G. PARCES	ZIP CODE PHONE NUMBER
2. MAILING ADDRESS	(2) - 3 457 (400
598 BROWER RD. IMPERIAL CA	92251 (760)457-6489
3. PROPERTY OWNER'S "B" NAME	EMAIL ADDRESS
JENNIFEC KAY SIDHU AM JENNIFER K. 4. MAILING ADDRESS	ineleu
JENNIFEC KAY SIDAU AND DEDUTER IT.	ZIP CODE PHONE NUMBER
4. MAILING ADDRESS	92251 (412) 456 1164
590 BREWER BO. THPERING, CA	
5. PROPERTY "A" (site) ADDRESS	LOCATION
590 REGINTE FO-	SIZE OF PROPERTY (in acres or square foot)
6. PROPERTY "A" ASSESSOR'S PARCEL NO.(s)	SIZE OF PROPERTY (in acres or square root)
064-240-013-000	42,500 SQ Ft.
7. PROPERTY "A" LEGAL DESCRIPTION (attach separate sheet if	necessary)
100000	LOCATION
8. PROPERTY "B" (site) ADDRESS	TIMPERIAL, CA
9. PROPERTY "B" ASSESSOR'S PARCEL NO.(s)	SIZE OF PROPERTY (in acres or square foot)
9. PROPERTY "B" ASSESSOR'S PARCEL NO.(S)	
10. PROPERTY "B" LEGAL DESCRIPTION (attach separate sheet if	necessary)
10. PROPERTY "B" LEGAL DESCRIPTION (attach separate sheet in	
11. PARCEL PROPOSED SIZE EXISTING	USE PROPOSED USE
A 1,394 Ac. Ros	IDENTIAL
B 0.538 Ac. VAC	CANT LOT
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12. EXPLAIN PROPOSED ADJUSTEMENT ANJUST	NORTH LINT
12. EXPLAIN PROPOSED ADJUSTEMENT ANJUST	NORTH LINE
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13. EXPLAIN REASON FOR REQUEST OCOLOGY I/ WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INECRMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.	REQUIRED SUPPORT DOCUMENTS
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Imperial County Planning & Development Services Planning / Building / Parks & Recreation

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,

im Minnick, Director

Planning & Development Services

RECEIVED BY: SIMMY PATE: 07-01-2025

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:

- 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.
- 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 TMPERIAL	California on
Name: Jennferkwelsh By Juner Title Juner Mailing Address:	REAL PARTY IN INTEREST (If different from Applicant) Name By Title Mailing Address:
ACCEPTED/RECEIVED BY	Date
PROJECT ID NO SYFORMS LISTS/General Indemnification FORM 041516.doc	APN

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:

- 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.
- 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 TMPERIAC	California on	02025
APPLICANT	REAL PARTY IN INTEREST (If different from Applicant)	
Name: RAUL PAREN	Name	
By	Ву	e
Title Course	Title	
Mailing Address:	Mailing Address:	
ACCEPTED/RECEIVED BY		
PROJECT ID NO	APN	
S:\FORMS _ LISTS\General Indemnification FORM 041516,doc		



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

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,

im Minnick, Director

Naming & Development Services

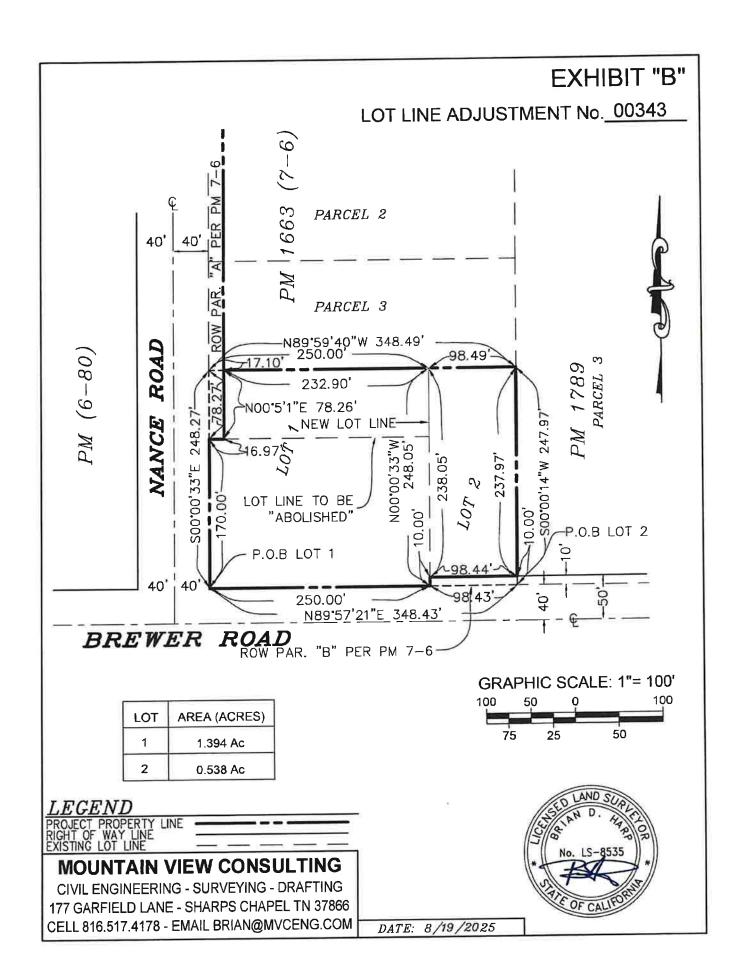


EXHIBIT "A"

LOT 1

THOSE PORTIONS OF PARCEL 4 OF PARCEL MAP M-1663 ON FILE IN BOOK 7, PAGE 6 OF PARCEL MAPS, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID IMPERIAL COUNTY, AND PORTIONS OF BLOCK 109 OF IMPERIAL SUBDIVISION NO. 1, IN SAID UNINCORPORATED AREA, ACCORDING TO MAP NO. 899, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP ALSO BEING ON FILE IN SAID OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 109;

THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 109, NORTH 00°00'33" WEST A DISTANCE OF 248.27 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL 4;

THENCE SOUTH 89°59'40" EAST A DISTANCE OF 250.00 FEET TO A POINT;

THENCE PARALLEL WITH THE WEST LINE OF SAID BLOCK 109, SOUTH 00°00'33" EAST A DISTANCE OF 248.05 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 109;

THENCE ALONG SAID SOUTH LINE OF SAID BLOCK 109, SOUTH 89°57'21" WEST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THOSE PORTIONS OF PARCEL "A" OF SAID PARCEL MAP M-1663.

SAID AREA CONTAINING 1.394 ACRES, MORE OR LESS.

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

LEGAL DESCRIPTION LOT 2

THAT PORTION OF PARCEL 4 OF PARCEL MAP M-1663 ON FILE IN BOOK 7, PAGE 6 OF PARCEL MAPS, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID IMPERIAL COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 109;

THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 109, SOUTH 89°57′21" WEST A DISTANCE OF 98.44 FEET TO A POINT DISTANT THEREON NORTH 89°57′21" EAST, 250.00 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 109;

THENCE, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID BLOCK 109, NORTH 00°00'33" WEST A DISTANCE OF 248.05 FEET TO THE NORTH LINE OF SAID PARCEL 4;

THENCE, ALONG SAID NORTH LINE OF PARCEL 4, SOUTH 89°59'40" EAST A DISTANCE OF 98.49 FEET TO THE NORHTEAST CORNER OF SAID PARCEL 4, ALSO BEING THE EAST LINE OF SAID BLOCK 109;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 4, ALSO BEING SAID EAST LINE OF BLOCK 109, SOUTH 00°00'14" WEST A DISTANCE OF 247.97 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, PARCEL "B" OF SAID PARCEL MAP M-1663.

SAID AREA CONTAINING 0.538 ACRES, MORE OR LESS.

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

BRIAN D. HARP, LS 8535 DATE

Page 2 of 2



UPDATED PRELIMINARY REPORT

Title Contact Information:

WFG National Title Insurance Company 500 Technology Drive, Suite 100 Irvine, CA 92618

Phone: (858) 805-0990

E-mail: SDTitleTeam@wfgtitleco.com

Title Officer: Marie Z. Castillo

Order No.: 22-413687

Maria Morales Coldwell Banker West 864 Amena Court Chula Vista, CA 91910

Property Address: 590 Brewer Road Imperial, CA 92251

APN: 064-240-038-000

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance 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 of 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit One attached. 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 Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit 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. 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 form of policy or policies of title insurance contemplated by this report is/are:

ALTA® Homeowner's Policy (12-02-13)

ALTA® Ext Loan Policy (06-17-06)

Issued by WFG National Title Insurance Company

Dated as of: May 30, 2025 at 7:30 am

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

A Fee

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

Jennifer K. Welsh who acquried title as Jennifer Kay Sidhu SUBJECT TO REQUIREMENT NO. 2

view_image

The land referred to in this report is situated in the State of California, County of Imperial, and is described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A" LEGAL DESCRIPTION

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

THAT PORTION OF BLOCK 109 OF IMPERIAL SUBDIVISION NO. 1, IN HE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP THEREOF NO. 899 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, A COPY OF SAID MAP BEING IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, SHOWN AS PARCEL 4 OF PARCEL MAP NO. M-1663 ON FILE IN BOOK 7, PAGE 6 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

APN: 064-240-038-000

At the date hereof exception to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1a. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.

1b. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2022 - 2023:

1st Installment: \$407.12, Paid

2nd Installment: \$407.12, (delinquent April 12, 2025), Delinquent

Penalty: \$10.00, due after April 12, 2025

APN.: 064-240-038-000
Code Area: 069001 <u>View Taxes</u>

The above includes a homeowner's exemption.

- 1c. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 1d. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
- 1e. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
- 2. Water rights, claims or title to water, whether or not shown by the public records.
- Any easements not disclosed by those public records which impart constructive notice as to matters
 affecting title to real property and which are not visible and apparent from an inspection of the surface of
 said land.
- Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
- 5. An easement for as shown therein and rights incidental thereto, as set forth in a document recorded on May 28, 1970, as Instrument No. <u>50</u>, of Official Records.

Reference is hereby made to said document for full particulars.

- Please be advised that our search did not disclose any open deeds of trust of record.

 Please see the attached Affidavit of no mortgage or deed of trust to be executed and returned prior to closing. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
- 7. Please be advised, before the close of escrow, WFG Title Company of California is requiring the following:

Manufactured Home (Mobile Home) or Commercial Coach, installed on a permanent foundation system.

The requirement that we be furnished with evidence that the mobile home referred to in various instruments of record is in fact, permanently affixed to said land, pursuant to Section 18551 Health and Safety Code.

Please be advised, in the event that said mobile home is not installed on a foundation system pursuant to HCD-433 Building and Safety Code, we are unable to insure said mobile home and our policy of title insurance can only be issued for the land value only.

If, you have any questions regarding the above matters, please ask for your title officer at WFG Title Company of California.

8. Rights or claims of parties in possession.

END OF EXCEPTIONS

REQUIREMENTS

- Req. No. 1. Statements of information from all parties to the transaction are required.
- Req. No. 2. A deed from the spouse of Jennifer K. Welsh if any, or any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property.

NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.
- Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- Note 11: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.
- Note 12: This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement forms 100, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference **Mobile Home**

known as 590 Brewer Road, Imperial, County of Imperial, California

Note 13: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None of Record

	8.		E

Exhibit One (Rev. 06-15-14) CLTA STANDARD COVERAGE POLICY—1990 (4-8-14) 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:

- 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.
- 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.
- 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.
- Any claim, which arises out of the transaction vesting in the insured the estate of 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:

- 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.
- 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 which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.
- Any lien or right to a lien for services, labor or material not shown by the public records.

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.

- 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.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - 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.
- 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:

	Your Deductible Amount	Our Maximum DollarLimit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of \$2,500 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN 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 which arise by reason of:

- (a) Any law, ordinance 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.

- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk (b)
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

Defects, liens, encumbrances, adverse claims or other matters:

created, suffered, assumed or agreed to by the Insured Claimant;

not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and (b) not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;

resulting in no loss or damage to the Insured Claimant; (c)

- attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under (d) Covered Risk 11,13, or 14); or
- resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured (e) Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable 4. doing-business laws of the state in which the land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by 5. the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction 6. creating the lien of the Insured Mortgage, is

a fraudulent conveyance or fraudulent transfer, or

a preferential transfer for any reason not stated in covered Risk 13(b) of this policy... (b)

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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the 7. coverage provided under covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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:

PART 1

- Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or 1. (a) assessments on real property or by the Public Records;
 - Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not (b) shown by the records of such agency or by the Public Records.
- Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the 2. Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records. 3
- Any encroachment, encumbrance, violation, variation, 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.
- Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water 5. rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records
- Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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 which arise by reason of:

Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, 1. 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.
- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk (b)
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. 2.
- Defects, liens, encumbrances, adverse claims or other matters: 3.
 - created, suffered, assumed or agreed to by the Insured Claimant;

Order No.: 22-413687

- not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and b) not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
- resulting in no loss or damage to the Insured Claimant; c)
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under (d) Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title. (e)
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction 4. vesting the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in covered Risk 9 of this policy..
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between 5. 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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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:

- 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;
 - Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not (b) shown by the records of such agency or by the Public Records.
- Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the 2. Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records. 3.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an 4. accurate and complete land survey of the Land and not shown by the Public Records
- Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water 5. rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the Public Records. 6.
- Variable exceptions such as taxes, easements, CC&R's, etc. shown here. 7.

Order No.: 22-413687

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13) **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:

Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, 1. regulating, prohibiting, or relating to

the occupancy, use, or enjoyment of the Land;

the character, dimensions, or location of any improvement erected on the Land;

the subdivision of land; or (iii)

environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit (iv) the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. 2.

Defects, liens, encumbrances, adverse claims, or other matters

created, suffered, assumed, or agreed to by the Insured Claimant;

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 (b) Insured under this policy;

resulting in no loss or damage to the Insured Claimant;

- (c) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under (d) Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
- resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured (e)
- Unenforceability of the lien of the insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-4. business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by 5. the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made 6. after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent 7. to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction 9 creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- (b) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence. 10.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances. 11.

STATEMENT OF INFORMATION

CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: 22-413687, ESCROW NO.: 22-413687AND PROPERTY ADDRESS: 590 BREWER ROAD, IMPERIAL, CA 92251				
1. IMPROVEMENTS:	RESIDENCE MULTIPLE RESIDENCE COMMERICAL			
IF YES, INDICATE WORK DONE:	I PARTY 2			
PARTY 1				
FIRST MIDDLE NONE LAST	FIRST MIDDLE NONE LAST			
FORMER LAST NAME(S), IF ANY	FORMER LAST NAME(S), IF ANY			
BIRTHPLACE BIRTH DATE	BIRTHPLACE BIRTH DATE			
SOCIAL SECURITY NUMBER DRIVER'S LICENSE	SOCIAL SECURITY NUMBER DRIVER'S LICENSE			
NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER	NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER			
MARE	RIAGE			
☐ SINGLE ☐ MARRIED ☐ UNMARRIED	DATE OF MARRIAGE/DIVORCE:			
PARTY 1	R LAST 10 YEARS			
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)			
1000000	TY STATE FROM (DATE) TO (DATE)			
ADDRESS CIT	TI STATE TROW (DATE) TO (DATE)			
ADDRESS CIT	TY STATE FROM (DATE) TO (DATE)			
OCCUPATIONS FO	OR LAST 10 YEARS			
OCCUPATION FIRM NAME ADDRES	SS NUMBER OF YEARS			
OCCUPATION FIRM NAME ADDRESS	SS NUMBER OF YEARS			
PARTY 2	OR LAST 10 YEARS			
ADDRESS CIT				
ADDRESS	TY STATE FROM (DATE) TO (DATE)			
ADDRESS CIT	TY STATE FROM (DATE) TO (DATE)			
OCCUPATIONS FOR LAST 10 YEARS				
OCCUPATION FIRM NAME ADDRES	SS NUMBER OF YEARS			
OCCUPATION FIRM NAME ADDRES	SS NUMBER OF YEARS			
THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THA	AT THE FOREGOING IS TRUE AND CORRECT.			
	(CITY).			
BY	BY			
HOME TELEPHONE:	HOME TELEPHONE			
BUSINESS TELEPHONE	BUSINESS TELEPHONE			
	FILAU			

Disclosure to Consumer of Available Discounts Pursuant to California Code of Regulations Section 2355.3

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

Electronic Commerce
Group Title Discount Program
First Time Buyer(s)
Senior Citizen Rate
U.S. Military Rate
Consumer Direct Rates
Disaster Loans

Expedited/Electronic Refinance Rates Lender Special Rates 1, 2, 3 Limited Escrow Rates Home Equity Escrow Rate REO Escrow Rate Group Rate Escrow Discount

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.



Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information <u>does get shared</u> with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the
 most efficient manner possible and to meet specific legal and licensing requirements. Certain
 parts of your closing (for example a search or disbursement) may be handled by another
 division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote
 online notary, or notary service company who will arrange to meet with you to sign documents.
 The notary will, in turn, send signed copies back to us along with copies of your driver's license
 or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording
 of those instruments, and they will receive copies of your deeds, mortgages and other
 recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california

Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon

How to Contact Us

If you have any questions about WFG's privacy policy or how we protect your information, please contact WFG:

By email: <u>Consumerprivacy@willistonfinancial.com</u>

• By telephone: 833-451-5718

• By fax: 503-974-9596

By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC

WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

Rev. 12/2019

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?			
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do			
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and other government identification information Your name, address, phone, and email Information about the property, any liens and restrictions Financial Information including credit history and other debt Financial account information, including wire transfer instructions.			
How?	business. In the section below, we personal information; the reasons limit this sharing.	nare customers' personal information to run the list the reasons financial companies can sha Williston Financial Group chooses to share;	and whether you can	
Reasons we can sha	re your personal information	Does Williston Financial Group share?	Can you limit this sharing?	
account(s), respond to	ur transactions, maintain your court orders and legal	Yes	No	
investigations, or report to credit bureaus For our marketing purposes—		Yes	No	
to offer our products a	nd services to you	No	We don't share	
For our affiliates' even	h other financial companies yday business purposes— r transactions and experiences	Yes	No	
For our affiliates' every information about you	yday business purposes—	No	We don't share	
For our affiliates to ma	arket to you	No	We don't share	
For nonaffiliates to ma		No	We don't share	
To limit our sharing	Call 833-451-5718—our menu will prompt you through your choice(s) Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com Mail the form below Please note: If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.			
	However, you can contact us at any time to limit our sharing.			
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com			
Mail-In Form			U.S. D. Names of	
If you have a joint	Mark any/all you want to limit: 1 Do not share information about my creditworthiness with your affiliates for their everyday			

Mail-In Form		A STATE OF THE PARTY OF THE PAR
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit: Do not share information about my creditworthiness with you business purposes. Do not allow your affiliates to use my personal information Do not share my personal information with nonaffiliates to	to market to me.
	Name Address City, State, Zip File Number	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68th Pkwy, #350 Portland, OR 97223

Page	2
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Page 2			
Who we are Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:		
What we do			
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking		
How does Williston Financial Group collect my personal information?	We collect your personal information, for example, when you Apply for insurance Engage us to provide appraisal, title and escrow services Give us your contact information Provide your mortgage information Show your driver's license		
	We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others		
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes— information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.		
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.		
Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.		
	Our affiliates include companies with a common corporate identity, including those listed below.		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.		
	Nonaffilliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.		
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.		
	Williston Financial Group does not jointly market.		

Other important information

As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:

Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california

Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon



THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for Himself and/or Herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of **WFG National Title Insurance Company**, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property.

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

TITLE ORDER:	22-413687		
PROPERTY ADDRE	SS: 590 Brewer Road, Impe	rial, CA 92251	
SELLER(S):			
Jennifer Kay Sidhu			
Jennifer Welsh			
A notary public or other	r officer completing this certificate certificate is attached, and not the	verifies only the identity of t truthfulness, accuracy, or va	the individual who signed the alidity of that document.
STATE OF CALIFORN	IA	} SS.	
On	, before me,		, a Notary Public, personally
who proved to me o	n the basis of satisfactory evide owledged to me that he/she/the ature(s) on the instrument the	nce to be the person(s) we executed the same in h	whose name(s) is/are subscribed to the within nis/her/their authorized capacity(ies), and that upon behalf of which the person(s) acted,
I certify under PENA correct.	LTY OF PERJURY under the la	aws of the State of Califo	ornia that the foregoing paragraph is true and
WITNESS my hand	and official seal.		
Signature	re of Notary	(This area	for official notarial seal)

OWNER'S AFFIDAVIT

Stat	e of	Escrow No.:	22-413687
	inty of	Orde	er No.:
	undersigned, first being duly sworn, deposes and says:		
	That they are the owner of that certain real property commonly known as: 590 Brewer Road, Imperial, CA 92251 [complete street address or addresses]		
	located in the County of Imperial described in your Preliminary Report No. 22-413687.		
	That the land is lawfully improved by a:		
	 ☐ Single family residence ☐ Apartment building ☐ Commercial building ☐ Industrial building ☐ Industrial building 	ilding	
2)	That there is actual pedestrian and vehicular access to and from said land, except for:		
	That there have been no repairs, work of improvement or materials furnished to the premises with		y (90) days
	That the work of improvement or repairs, if any:		
	Started on		
	Was completed on		
	☐ Will be completed on		
4)	There are no unpaid bills for labor or material because of any improvements or repairs made homeowners association dues, or for taxes or assessments, except	to the above pr	remises, for
5)	That there is no one in possession of or has access to the premises other than:		
	 ☐ The undersigned ☐ Tenants based only on month-to-month rental agreements ☐ Lessees based upon existing leases, copies of which are attached hereto ☐		
6)	That no person(s) other than those mentioned above have any rights, easements, licenses, or agree encroach on, or travel over said real property, except	ments allowing t	hem to use,
7)	That to our knowledge there are no existing violation of city or county ordinances regulating the use dispute with adjoining owners, their tenants or a homeowners association over the boundaries or use of the country	of this land, nor f this land, excer	any existing ot _
8)	That this Affidavit is given for the purpose of inducing WFG National Title Company of California to insurance which may provide coverage as to the items mentioned above and that the statements mad of my/our own knowledge.	o issue its policy e herein are true	(ies) of title and correct
9)	That the undersigned has not received any notice of a supplemental tax bill, except		
	As of the date hereof, the subject property is habitable and has not been damaged or destroyed by n(initial to agree/confirm).		
11)	That said affiant(s) further certify(ies) and declare(s) that they will testify or depose before any competer in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of the	ent tribunal, office em.	er, or person

Affiant(s), please remember to attach copies.

Dated:				
Jennifer Kay Sidhu				
Jennifer Welsh				
A notary public or other officer completing this certificate ve which this certificate is attached, and not the truthfulness, a	erifies only the identity of the couracy or validity of the	f the individual value of the following the	who sign	ned the document to
STATE OF CALIFORNIA	SS.			
COUNTY OF				
Subscribed and sworn to (or affirmed) before me on this				
person(s) who appeared before me.	, proved to r	ne on the basis	or sausi	actory evidence to be
Notary Public Signature				

ATTACHMENT "F" COMMENT LETTERS

TELEPHONE: (442) 265-1800 FAX: (442) 265-1799 AIR POLLUTION CONTROL DISTRICT

August 7, 2025

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

RECEIVED

By Imperial County Plannning & Development Services at 4:24 pm, Aug 07, 2025

SUBJECT: Lot Line Adjustment 00343 - Parra (Raul & Maria)

Dear Mr. Minnick:

The Imperial County Air Pollution Control District ("Air District") thanks you for the opportunity to review the application for Lot Line Adjustment (LLA) 00343 at 598 Brewer Road in Imperial. The project involves Parcel A (APN 064-240-013) consisting of 1.394 acres and Parcel B (APN 064-240-038) that is 0.538 acres. Parcel A has a residence while Parcel B is vacant. The project would move the north lot line of Parcel B to resolve a code (encroachment) compliance.

The Air District has no comment.

via the internet at The District's rule book can be accessed Air https://apcd.imperialcounty.org/rules-and-regulations/. The Air District offices can be reached at (442) 265-1800.

Sincerely,

Curtis Blondell

APC Environmental Coordinator

Division Manager

Olivia Lopez

RECEIVED

From:

Jill Mccormick < historicpreservation@quechantribe.co

Sent:

Wednesday, July 30, 2025 8:05 AM

To: Subject: Olivia Lopez; Luis Valenzuela

Re: [EXTERNAL]:LLA00343 AB52 Letter

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES

CAUTION: This email originated outside our organization; please use caution.

Good morning,

This email is to inform you that the Historic Preservation Office of the Ft. Yuma Quechan Tribe does not wish to comment on this project.

Jill

H. Jill McCormick, M.A. Historic Preservation Office Ft. Yuma Quechan Indian Tribe P.O. Box 1899 Yuma, AZ 85366-1899 Office: 760-919-3631

Cell: 928-920-6521



From: Olivia Lopez <olivialopez@co.imperial.ca.us>

Sent: Wednesday, July 30, 2025 7:56 AM

To: Tribal Secretary <tribalsecretary@quechantribe.com>; Jill Mccormick <historicpreservation@quechantribe.com> Cc: Jim Minnick < JimMinnick@co.imperial.ca.us>; Michael Abraham < Michael Abraham@co.imperial.ca.us>; Diana Robinson < Diana Robinson @co.imperial.ca.us>; Luis Valenzuela < luisvalenzuela @co.imperial.ca.us>; Adriana Ceballos <adrianaceballos@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; Kayla Henderson <kaylahenderson@co.imperial.ca.us>; Olivia Lopez <olivialopez@co.imperial.ca.us>; Valerie Grijalva <valeriegrijalva@co.imperial.ca.us>

Subject: [EXTERNAL]:LLA00343 AB52 Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see attached AB52 letter for LLA00343 APN 064-240-013-000. Letter has also been sent out via mail.

Should you have any questions, please feel free to Luis Valenzuela at (442) 265-1736, or by email at Luisvalenzuela@co.imperial.ca.us.

Thank you,

Olivia Lopez

Office Technician
IC Planning & Development Services
801 Main Street
El Centro, CA 92243
(P) (442) 265-1736
(F) (442) 265-1735





RECEIVED

Monday, August 11, 2025

A''3 4 2615

Luis Valenzuela
Planner II
Planning and Development Services
801 Main Street
El Centro, CA 92243

IMPERIAL COUNTY
PLANNING & DEVELOPMENT REQUIRES

SUBJECT: Raul Parra & Maria G. Parra (APN: 064-240-013-000 & 064-240-038-000)

Dear Luis Valenzuela:

On Tuesday, July 29, 2025, the Imperial Irrigation District received a request from the Imperial County Planning and Development Services agency regarding the Raul Parra & Maria G. Parra property, located at 590 Brewer Road, Imperial, CA 92251 (APN: 064-240-013-000 & 064-240-038-000). The applicant is proposing to adjust the north lot line of the property. The purpose of the lot line adjustment is to resolve an exsisting encroachment issue.

IID has reviewed the project information and has the following comments:

- The project proponent will be required to provide and bear all costs associated with acquisition of land, rights of way, easements, and infrastructure relocations and realignments deemed necessary to accommodate the project. Any street or road improvements imposed by the local governing authority shall also be at the project proponent cost.
- Public utility easements over all private and public roads and additional ten (10)
 feet in width on both side of the private and public roads shall be dedicated to IID
 for the construction, operation, and maintenance of its electrical infrastructure.
- 3. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which may include but is not limited to the dedication of real property for the purpose of siting an electrical utility substations to support the project, the cost of acquisition and dedication of rights of way and/or easements for the construction of electrical transmission and/or distribution lines and ancillary facilities associated with the conveyance of energy service) are to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation.

- The applicant will be required to provide rights of ways and easements for any proposed power line extensions and/or any other infrastructure needed to serve the project. In addition, the necessary access to allow for continued operation and maintenance of any IID facilities located on adjoining properties where no public access exists.
- 5. Substations and switchyards shall be located on property that will transferred to IID in fee simple ownership with legal access.

Should you have any questions, please do not hesitate to contact IID at iidenviornmental@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,

Geoff Holbrook General Counsel

Cc: Matthew H Smelser – Manager, Power Dept.

Mike Pacheco - Manager, Water Dept.

Tina Shields – Manager, Water Dept

Paul Rodriguez – Deputy Manager., Power Dept.

Guillermo Barraza - Mgr. of Distribution Srvcs. & Maint. Oprtns., Power Dept.

Laura Cervantes - Supervisor, Real Estate

Jessica Humes - Supervisor, Environmental Compliance Water

Kayla Henderson

From:

Carlos Yee

Sent:

Thursday, July 31, 2025 4:09 PM

To:

Planning - ICPDSCommentLetters; Luis Valenzuela

Subject:

RE: LLA#00343 Request for Comments - PW

Good afternoon,

In order for our Department to move forward with the review of this Lot Line Adjustment, please address the comment below:

The provided legal description and plat were prepared by a Land Surveyor with a <u>revoked</u> license. The
California Licensed Land Surveyor MUST have a clear license and shall be authorized to practice land
surveying. The Engineer must be licensed in the category required by the California Business & Profession
Code and shall be authorized to practice land surveying.

Regards.

RECEIVED

Carlos Yee | Permit Specialist

ICDPW - Engineering Division | 155 S. 11th Street. El Centro, CA 92243

Phone: (442)265-1818 x1838 | Fax: (442)265-1858 | Email: CarlosYee@co.imperial.ca.us

JUL 31 Ma

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

From: Kayla Henderson < kaylahenderson@co.imperial.ca.us>

Sent: Tuesday, July 29, 2025 3:30 PM

To: Carmen Zamora <carmenzamora@co.imperial.ca.us>; Veronica Atondo <VeronicaAtondo@co.imperial.ca.us>; John Gay <JohnGay@co.imperial.ca.us>; Carlos Yee <CarlosYee@co.imperial.ca.us>

Cc: Jim Minnick < JimMinnick@co.imperial.ca.us>; Michael Abraham < MichaelAbraham@co.imperial.ca.us>; Diana Robinson < DianaRobinson@co.imperial.ca.us>; Luis Valenzuela < luisvalenzuela@co.imperial.ca.us>; Adriana Ceballos < adrianaceballos@co.imperial.ca.us>; Aimee Trujillo < aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell < kamikamitchell@co.imperial.ca.us>; Kayla Henderson < kaylahenderson@co.imperial.ca.us>; Olivia Lopez < olivialopez@co.imperial.ca.us>; Valerie Grijalva < valeriegrijalva@co.imperial.ca.us>

Subject: LLA#00343 Request for Comments - PW

Good afternoon,

Please see attached Request for Comments packet for LLA#00343 (590 Brewer Road, Imperial, CA 92251) Raul Parra & Maria G Parra.

Comments are due by August 13th, 2025, at 5:00PM.

To increase the efficiency at which information is distributed and reduce paper usage, the Request for Comments packet is being sent to you via this email. Please be advised that the Planning Department has requested an updated PTR which states that the Title to said estate or interest is vested in Ana Luisa Landeros, the applicant. We have proceeded with route for comments since Ana Luisa Landeros has verified ownership through a Quitclaim Deed.

Should you have any questions, please feel free to contact Luis Valenzuela at (442) 265-1736 or submit your comment letters to ICPDScommentletters@co.imperial.ca.us.



COUNTY OF IMPERIAL

DEPARTMENT OF PUBLIC WORKS

155 S. 11th Street El Centro, CA 92243

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

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Public Works works for the Public



October 21, 2025

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

RECEIVED

By Imperial County Plannning & Development Services at 10:13 am, Oct 21, 2025

Attention:

Luis Valenzuela, Planner II

SUBJECT:

LLA 343 Raul Parra & Maria G. Parra.

Located on 590 Brewer Road, Imperial, CA 92251

APNs 064-240-013 & 038.

Dear Mr. Minnick:

This letter is in response to your submittal received by this department on July 29, 2025. The applicant proposes the north line to be adjusted to fix an encroachment issue.

Department staff has reviewed the package information, and the following comments shall be Conditions of Approval as described:

- 1. The legal description and plat shall be prepared by a California Licensed Land Surveyor and submitted to the Imperial County Department of Public Works for review and approval.
- 2. The lot line adjustment shall be reflected in a deed, which shall be recorded.
- 3. Each parcel affected by this lot line adjustment shall abut a maintained road and/or have legal and physical access to a public road.
- 4. The applicant shall provide an Irrevocable Offer of Dedication (IOD) or dedicate the required portion for sufficient right of way for future development of **Brewer Road**.
- 5. The applicant shall provide an Irrevocable Offer of Dedication (IOD) or dedicate the required portion for sufficient right of way for future development of **Nance Road**.

The following comments are informative:

- 1. Physical alterations to the land or subsequent construction activities triggered by the LLA will necessitate detailed drainage and grading plans and studies prepared by qualified professionals to prevent sedimentation or damage to off-site properties. It is the owner's responsibility to ensure that any storm run-off does not impact County facilities or adjacent properties.
- 2. The Drainage and Grading Study/Plan shall be submitted to the Department of Public Works for review and approval. The applicant shall implement the approved plan, and the employment of the appropriate Best Management Practices (BMP's) shall be included within the study/plan. This Drainage and Grading Study/Plan shall also be provided should any future development occur in any of the properties. This requirement is mandated per Imperial County Code of Ordinances, Chapter 12.10.020 B Design and Construction Standards.
- 3. An encroachment permit shall be secured from the Department of Public Works for all new, altered or unauthorized existing driveway(s) to access the properties through surrounding roads. For projects involving access through surrounding County roads, as a minimum, a

An Equal Opportunity / Affirmative Action Employer

commercial driveway shall be constructed. This requirement is mandated per Imperial County Code of Ordinances, Chapter 12.10.020 B

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,

John A. Gay, PE

Director of Public Works

By: How do V. Veronica Atondo, PE, PLS

Deputy Director of Public Works - Engineering



IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT POLICY & PROCEDURE

By Imperial County Plannning & Development Services at 10:13 am, Oct 21, 2025

Revised: 09/08/2025

SECTION: Environmental Health – Local Agency Management Program
Existing On-Site Wastewater Treatment System (OWTS) Evaluation and Certification

Policy #8305

I. Purpose: Existing On-Site Wastewater Treatment Systems (OWTS) that would otherwise be expected to continue to function properly may become overloaded when homes or businesses are remodeled or expanded in a manner that increases the sewage flow or changes the characteristics of the sewage generated. When an expansion of a building or change of use is proposed, the existing OWTS must be evaluated to determine whether the proposed uses (or anticipated wastewater flows) can be received and treated reliably by the septic system.

Additionally, improvements to a property, without a plan review, or approval, may encroach upon the location of the existing OWTS or its required 100% replacement area. This may impact on the function of the system or preclude the ability to replace the system, with a code-compliant OWTS in the future. Moreover, owners of an existing OWTS that have no record of its approval are often unable to accurately identify the installed location of the septic tank and dispersal field. This may lead to the unanticipated failing of the existing OWTS, due to unforeseen encroachment impacts.

For those existing OWTS, with no record of approval, an evaluation and certification of the system by a qualified professional is required to determine whether any system modifications will be needed to support a proposed building project. This Policy summarizes the requirements for an evaluation and certification of an existing septic system.

II. Definitions:

a. On-Site Wastewater Treatment System (OWTS): a system designed to treat and dispose of household of small-scale wastewater at the location where it is generated, rather than sending it to a centralized municipal sewer system. OWTS are commonly used in rural or suburban areas without access to centralized sewer infrastructure.

III. Policy:

- 1.0 Qualifications of Evaluator: The evaluation of an existing OWTS must be performed by a C-42 Sanitation System Contractor or similar professional who is qualified, through licensing and experience, to perform such evaluation and certification.
- 2.0 Minimum Certification Content: The following must be included within the written evaluation and certification:
 - 2.1 Type and liquid capacity of the septic tank (Provide receipt of recent pumping);
 - 2.2 Structural condition of the septic tank (Level of deterioration);
 - 2.3 Compliance of the septic tank with the International Association of Plumbing and Mechanical Officials' (IAPMO) Universal Plumbing Code (UPC) (Tank construction includes internal baffle wall, and inlet and outlet vented tees/elbows in the proper dimensions and depths);

IMPERIAL COUNTY PUBLIC HEALTH DEPARTMENT POLICY & PROCEDURE

SECTION: Environmental Health – Local Agency Management Program Existing On-Site Wastewater Treatment System (OWTS) Evaluation and Certification

Policy #8305

Revised: 09/08/2025

- 2.4 Location of the septic tank and disposal field relative to property lines, structures (existing or proposed), water lines, and water systems (Provide a plot map);
- 2.5 Number of leach lines and approximate length and depth of the disposal field lines.
- 2.6 General operating condition of the disposal field (Indicate factors used to determine the operating condition of the disposal field); and
- 2.7 The written evaluation and certification must be signed and dated by the person qualified for this work with disclosure of the contractor's license number.
- 3.0 Evaluation Review: The Environmental Health Division will review the certification of the OWTS and evaluate whether its continued operation is consistent with the intended application. The Division may require repairs and/or modifications, prior to approval of the building plan review, for proposed buildings to be served by non-conforming or failing OWTS.

V. References: Imperial County Ordinance No. 1516 Ch. 8.80 Onsite Wastewater Treatment Systems (OWTS), Imperial County Public Health Department Onsite Wastewater Treatment System Protection Management Program.

Approval:

Jeff Lamoure, R.E.H.S.

Deputy Director

Janette Angulo, MPA
Public Health Director

Version History:

Version #	Effective Date:	Author(s)/Editor(s):	Reviewer(s)/Approved By:		
1	06/17/2025	Jorge Perez	Jeff Lamoure, Deputy Director Janette Angulo, Director		