

PROJECT REPORT

TO: **PLANNING COMMISSION (PC)**

AGENDA DATE: March 27, 2024

FROM: **PLANNING & DEVELOPMENTS SERVICES DEPT.**

AGENDA TIME: 9:00 A.M./No.3

PROJECT TYPE: Esther Martinez Maston-Burdick Merger (MERG) #00154 SUPERVISOR DIST. 5

LOCATION: 1945 Orchard Road APN: 055-041-027, -028, -029 & -030
Holtville, CA 92250 PARCEL SIZE: -027 +/- 1.60 acres
-028 +/- 3.66 acres
-029 +/- 1.53 acres
-030 +/- 1.41 acres

GENERAL PLAN (existing) Urban Area (Holtville) GENERAL PLAN (proposed) N/A

ZONE (existing) A-1-L-1-U (Limited Agriculture – Lot 1 acre minimum) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: 03/27/24

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: N/A

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: N/A
INITIAL STUDY: N/A

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING AND THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU APPROVE LOT MERGER #00154 BY TAKING THE FOLLOWING ACTIONS:

1. FIND THAT LOT MERGER #00154 IS CATEGORICALLY EXEMPT FROM CEQA PER ARTICLE 19, SECTION 15305 (MINOR ALTERATIONS IN LAND USE LIMITATIONS) AND THAT NO FURTHER ENVIRONMENTAL DOCUMENTATION IS NECESSARY; AND,
2. FIND THAT LOT MERGER #00154 IS CONSISTENT WITH APPLICABLE ZONING AND BUILDING ORDINANCES; AND,
3. APPROVE LOT MERGER #00154, SUBJECT TO THE CONDITIONS.

Imperial County Planning & Development Services Department

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

Jim Minnick, Director of ICPDS

STAFF REPORT
Planning Commission
March 27, 2024
Lot Merger (MERG) #00154

Applicant: **Esther Martinez Maston Maston-Burdick**
2764 Wood Fern Drive
Boynton Beach, FL 33436

Project Location:

The proposed project site consists of four (4) parcels located at 1945 Orchard Rd, Holtville CA 92250. These parcels are further identified as Assessor's Parcel Numbers 055-041-027-000, 055-041-028-000, 055-041-029-000 and 055-041-030-000; legally described as Lot 1 blk 3 Holtville Orchards CO TR 2 16-15 1.59AC, Lot 2 blk 2 & Lot 2 blk 3 Holtville Orchards CO TR 2 3.66AC, Lot 3 blk 3 Holtville Orchards CO TR 2 16-15 1.52AC, and Lot 3 blk 2 Holtville Orchards CO TR 2 1.52AC EXC E 180FT recorded in Book 55, Page 04 of the Final Maps in the office of the County Recorder of Imperial County, State of California, (See Attachment "A" Site Vicinity Map).

Project Summary:

The applicant is proposing a Lot Merger of four (4) contiguous parcels to allow for a lot line adjustment after the lot merger is complete. The Lot Merger would create a single +/- 8.28-acre parcel combining all four 055-041-027-000, 055-041-028-000, 055-041-029-000 and 055-041-030-000. Water to the newly created, merged parcel would be provided through an existing water cistern tank. Sewer to the newly created, merged parcel would be provided through an existing septic system on the property. Physical access to the newly created, merged parcel would be via Orchard Rd.

Existing Parcels Size:

Parcel 1 (055-041-027-000) – +/- 1.60 acres

Parcel 2 (055-041-028-000) – +/- 3.66 acres

Parcel 3 (055-041-029-000) – +/- 1.53 acres

Parcel 4 (055-041-030-000) – +/- 1.41 acres

Proposed Merged Parcel Size: +/- 8.28 acres

County Ordinance:

Lot Merger #00154 is consistent with the Imperial County Land Use Ordinance Title 9, Division 8, (Subdivision Ordinance), Section 90808.00 "Lot Mergers Initiated by Property Owner".

Land Use Analysis:

According to the Imperial County General Plan, the land use designation for all parcels is “Urban Area” and the zoning is A-1-L-1-U (Limited Agriculture) pursuant to Zone map #4. 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	Single family Dwelling	A-1-L-1-U (Limited Agriculture)	Urban Area
North	Vacant land	A-1-L-1-U (Limited Agriculture)	Urban Area
South	Single Family Dwellings	A-1-L-1-U (Limited Agriculture)	Urban Area
East	Single Family Dwellings	A-1-L-1-U (Limited Agriculture)	Urban Area
West	Vacant land	A-2 (General Agricultural/Rural)	Urban Area

Environmental Determination:

After review of the CEQA Guidelines, it has been determined that Lot Merger #00154 is categorically exempt from CEQA per Article 19, Section 15305, Class 5 (minor alterations to land use limitations); therefore, no further environmental documentation is required by State law.

Staff Recommendation:

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

1. Find that Lot Merger #00154 is categorically exempt from CEQA per Article 19, Section 15305 (Minor Alterations in Land Use Limitations) and that no further environmental documentation is necessary; and,
2. Find that Lot Merger #00154 is consistent with applicable Zoning and Building Ordinances; and,
3. Approve Lot Merger #00154, subject to the attached conditions.

PREPARED BY: Luis Valenzuela, Planner II
Planning & Development Services



REVIEWED BY: Michael Abraham, AICP, Assistant Director of
Planning & Development Services



APPROVED BY: Jim Minnick, Director of
Planning & Development Services

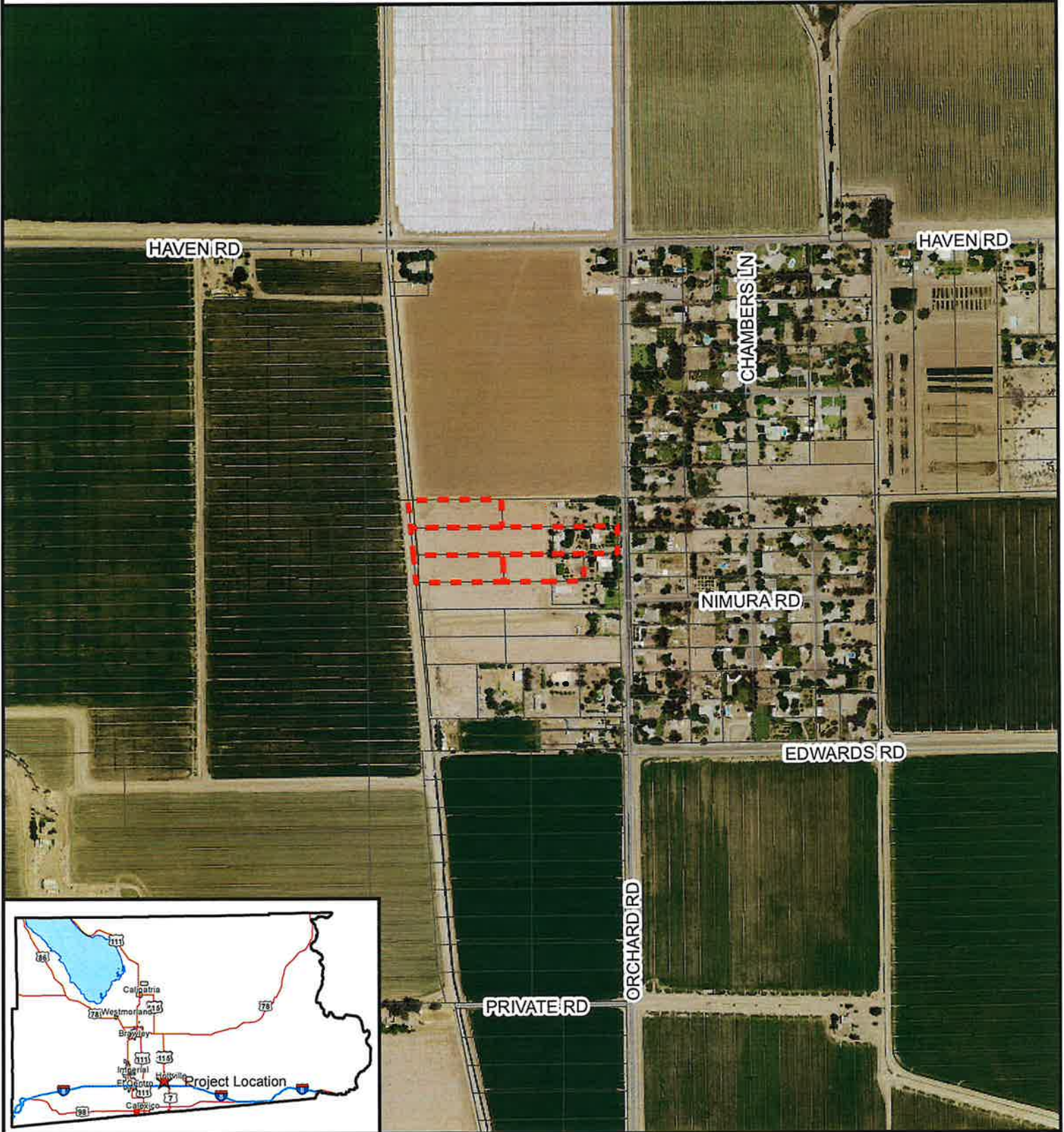


ATTACHMENTS:

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

**ATTACHMENT "A":
Vicinity Map**

PROJECT LOCATION MAP



CELERINA MARTINEZ
MERG# 00154
APN 055-041-028, 055-041-027,
055-041-029, 055-041-030

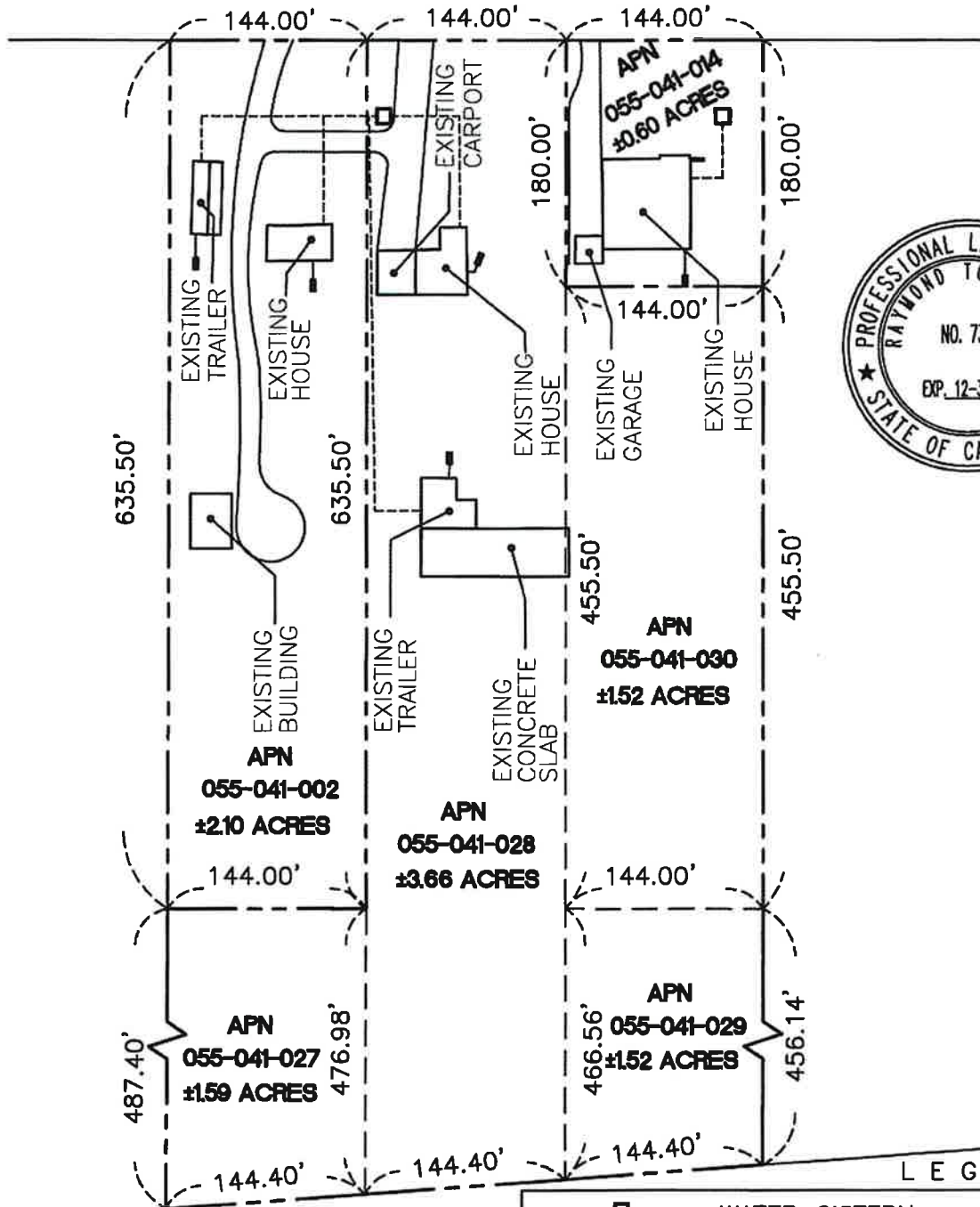
 Parcels selection
 Centerline



**ATTACHMENT "B":
Site Plan**

LOT MERGER NO. ___-___

LOTS 1 AND 3, BLOCK 2 AND LOTS 1, 2 AND 3, BLOCK 3, HOLTVILLE ORCHARD COMPANY TRACT No. 2, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 301 ON FILE IN THE COUNTY RECORDER OF IMPERIAL COUNTY.



LEGEND

□	WATER CISTERN
■	SEPTIC TANK
—	BOUNDARY LINES
- - -	LOT LINES TO BE REMOVED



Sanders, INC.
 Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

ORCHARD LOT MERGER

EXHIBIT 'B'- EXISTING

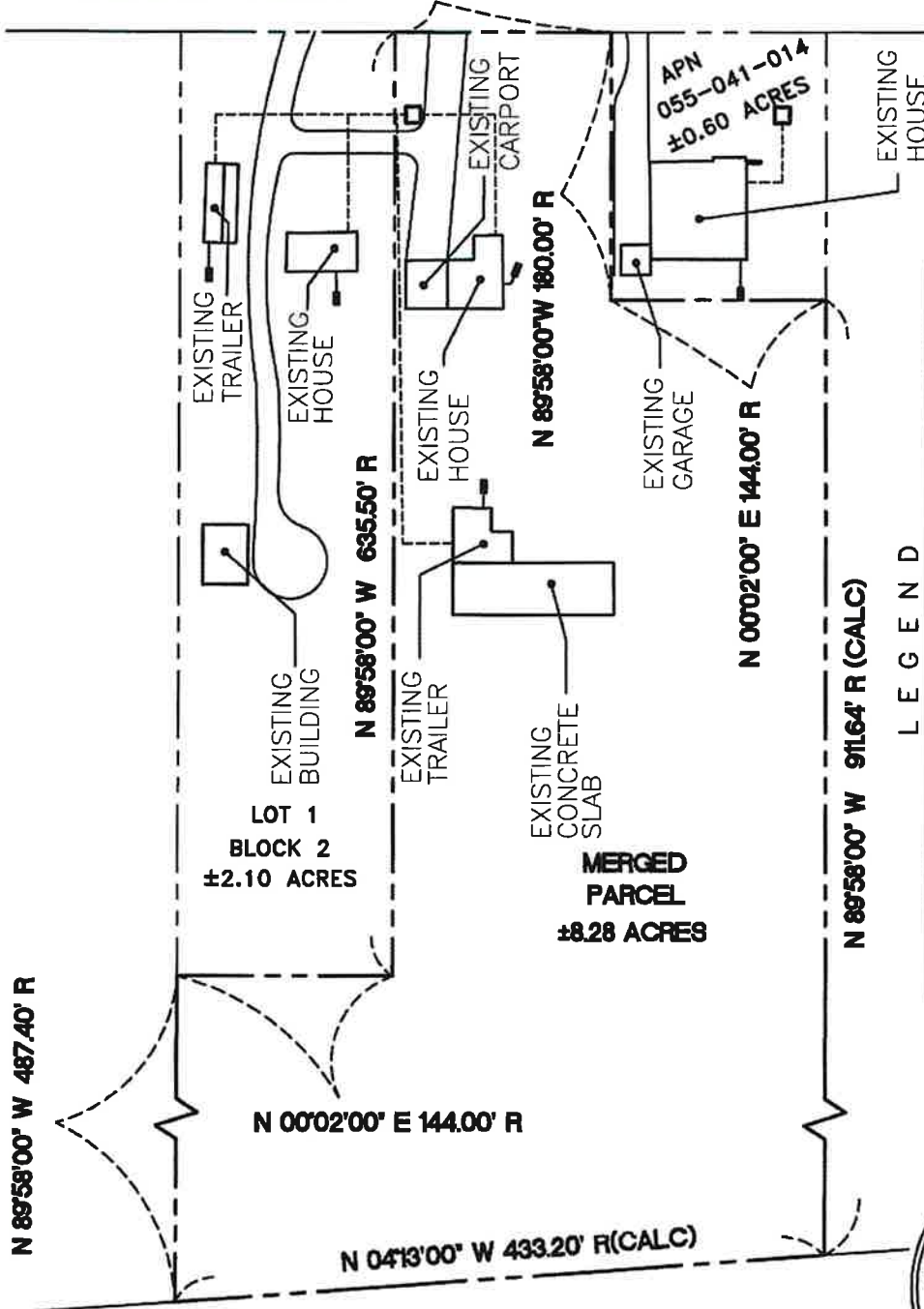
1"=120' 2-5-21

1 OF 2

LOT MERGER NO. _____

LOTS 1 AND 3, BLOCK 2 AND LOTS 1, 2 AND 3, BLOCK 3, HOLTVILLE ORCHARD COMPANY TRACT No. 2, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 301 ON FILE IN THE COUNTY RECORDER OF IMPERIAL COUNTY.

N 00°02'00" E 144.00' R



LEGEND

□ WATER CISTERN

■ SEPTIC TANK

--- BOUNDARY LINES

R

INDICATED DATA PER MAP RECORDED IN BOOK 5, PAGE 21 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.



Sanders, INC.
 Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

ORCHARD LOT MERGER

EXHIBIT 'C' - PROPOSED

1" = 120' 2-5-21

2 OF 2

**ATTACHMENT "C":
Resolution & Findings**

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, APPROVING “LOT MERGER #00154” ESTHER MARTINEZ MASTON-BURDICK.

WHEREAS, Esther Martinez Maston Burdick submitted an application for Lot Merger #00154 to merge four (4) contiguous lots to allow for a lot line adjustment after the lot merger is complete; and,

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA), per government code 15305 (a); and,

WHEREAS, public notice of said application has been given, and the Planning Director 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 March 27, 2024; and,

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

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

SECTION 2. That in accordance with State Planning and Zoning law and the County of Imperial regulations, the following findings for approving the Lot Merger #00154 have been made as follows:

A. Are the lots or parcels contiguous?

The two (2) parcels in the project are contiguous. The proposed merger is consistent with the Subdivision Map Act and the County of Imperial Land Use Ordinance Title 9 Section 90808.00.

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

MERG #00154 is zoned A-1-L-1-U (Limited Agriculture) located within the Holtville Urban Area under the Imperial County Land Use Ordinance Title 9 and conforms to both State Law and County of Imperial Ordinance.

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

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

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

The four (4) parcels are contiguous and are not affected by any easement, right-of-way, road, alley, or canal impacts.

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

The project will not result in depriving access to any easement, right-of-way, road, alley, or canal (including private easements). The purpose of this lot merger is to combine four (4) lots within the Holtville Urban Area.

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

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

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

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

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

The merger will not create new lots. The four (4) parcels will be combined to create one (1) parcel.

NOW, THEREFORE, based on the above findings, the Imperial County Planning Director **DOES HEREBY APPROVE** Lot Merger #00154, subject to the attached Conditions of Approval.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

LV/S:\ALLUSERS\APN\055\041\028\MERG00154\PC\MERG00154 RESOLUTION.DOCX

**ATTACHMENT “D”:
Conditions of Approval**

CONDITIONS OF APPROVAL

LOT MERGER (MERG) #00154

APNS 055-041-027-000, 055-041-028-000, 055-041-029-000 & 055-041-030-000

NOTICE TO APPLICANT!

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

GENERAL CONDITIONS:

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

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

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

environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this Lot Merger, whether or not there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, or employees.

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

SITE SPECIFIC CONDITIONS:

1. Provide Lot Merger plans prepared by a California-licensed Land Surveyor or Civil Engineer and submit to the Department of Public Works, for review and recordation. The Engineer must be licensed in the category required by the California Business & Professions Code.

2. Provide tax certificate from the Tax Collector's Office prior to recordation of the Lot Merger.

LV/S:\AllUsers\APN\055\041\028\MERG00154\PC\MERG00154 Conditions.docx

ATTACHMENT “E”
Application & Supporting
Documentation

LOT MERGER

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 -

1. PROPERTY OWNER'S NAME ESTHER MARTINEZ MASTON-BURDICK	EMAIL ADDRESS em.4sons57@gmail.com	
2. MAILING ADDRESS P.O. BOX 25226	ZIP CODE 86312	PHONE NUMBER 760-427-9688
3. ENGINEER'S NAME DAVID BELTRAN	CAL. LICENSE NO. PLS 8482	EMAIL ADDRESS juan@sanders-inc.com
4. MAILING ADDRESS 1102 INDUSTRY WAY, EL CENTRO, CA SUITE A	ZIP CODE 92243	PHONE NUMBER (760) 550-8358
5. PROPERTY "A" (site) ADDRESS 1945 ORCHARD RD, HOLTVILLE, CA 92250	LOCATION	
6. PROPERTY "A" ASSESSOR'S PARCEL NO.(s) 055-041-028	SIZE OF PROPERTY (in acres or square foot) 3.660 ACRES	
7. EXISTING USE RESIDENTIAL SINGLE FAMILY	CURRENT ZONE A1L1U	
8. PROPERTY "A" LEGAL DESCRIPTION (attach separate sheet if necessary) LOT 2 BLK 2 & LOT 2 BLK 3 HOLTVILLE ORCHARDS CO TR 2		
9. PROPERTY "B" (site) ADDRESS VACANT LANDS, HOLTVILLE, CA	LOCATION	
10. PROPERTY "B" ASSESSOR'S PARCEL NO.(s) 055-041-027, 055-041-029 & 055-041-030	SIZE OF PROPERTY (in acres or square foot) 4.63 ACRES TOTAL	
11. EXISTING USE VACANT	CURRENT ZONE A1L1U	
12. PROPERTY "B" LEGAL DESCRIPTION (attach separate sheet if necessary) LOT 3 BLK2, LOTS 1 & 3 BLK 3 HOLTVILLE ORCHARDS CO TR 2		
13. EXPLAIN PURPOSE/REASON FOR LOT MERGER LOTS WILL BE MERGED TO ALLOW FOR A LOT LINE ADJUSTMENT		
14. PROPOSED MERGED PARCEL SIZE +/- 8.28 ACRES	PROPOSED USE RESIDENTIAL, SINGLE FAMILY	

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

15. DESCRIBE PROPOSED SEWER SYSTEM(s)	ONE EXISTING SEPTIC SYSTEM TO REMAIN
16. DESCRIBE PROPOSED WATER SYSTEM	EXISTING CANAL WATER SYSTEM TO REMAIN
17. DESCRIBE PROPOSED ACCESS TO MERGED PARCEL	EXISTING DRIVEWAY ON ORCHARD ROAD
18. IS THIS PARCEL PLANNED TO BE ANNEXED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, TO WHAT CITY or DISTRICT?

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

ESTHER MARTINEZ MASTON-BURDICK 12-13-2023

Print Name (owner) _____ Date _____
Esther Martinez Maston-Burdick
Signature (owner)

Print Name (Agent) _____ Date _____
Signature (Agent) _____
An owners notarized affidavit is required if application is signed by Agent.

REQUIRED SUPPORT DOCUMENTS

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

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

MERG#

PLANNING & DEVELOPMENT SERVICES

Administration / Building & Safety / Planning / Parks & Recreation

Imperial County



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,

A handwritten signature in black ink, appearing to read "Jim Minnick", is written over a horizontal line.

Jim Minnick, Director
Planning & Development Services

RECEIVED BY: _____

A handwritten signature in black ink, appearing to read "L. Gil", is written over a horizontal line.

DATE: _____

12/20/22

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

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

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

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

Executed at Sainte Adele California on January 4, 2023
OC 188 249

APPLICANT

Name: Cecil Martinez
 By: Cecil Martinez
 Title: Trustee

Mailing Address:

2059 Chm. Du Moulin
Sainte Adele, CA
188 249

**REAL PARTY IN INTEREST
(if different from Applicant)**

Name: _____
 By: _____
 Title: _____
 Mailing Address: _____

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

2 of 10 IMPERIAL COUNTY General Indemnification FORM 8/2011.doc



Teo Cadenas
Title Officer

Stewart Title of California, Inc.
11870 Pierce Street, Ste 100
Riverside, CA 92505
Phone: (951) 276-2700
Fax: (951) 344-8298
teo.cadenas@stewart.com
cadenasteam@stewart.com

PRELIMINARY REPORT

Order No.: 1920525
Your File No.:
Buyer/Borrower Name:
Seller Name: Celerina Martinez

Property Address: 1935 Orchard Road, Holtville, CA 92250
Vacant Land, Holtville, CA 92250

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B 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 A 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 Limits of Liability for certain coverages are also set forth in Exhibit A. 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 A 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 thereto) 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.

Dated as of September 26, 2023 at 7:30AM	Update No. 2
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When replying, please contact: Teo Cadenas, Title Officer

Stewart Title of California, Inc.
11870 Pierce Street, Ste 100
Riverside, CA 92505
(951) 276-2700
teo.cadenas@stewart.com

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, 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 BY SUBMITTING A “RESTRICTIVE COVENANT MODIFICATION” FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER’S OFFICE. THE “RESTRICTIVE COVENANT MODIFICATION” FORM CAN BE OBTAINED FROM THE COUNTY RECORDER’S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. 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.

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowners Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
-

SCHEDULE A

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

FEE SIMPLE

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

Hunter J. Toten, an unmarried man, as to Parcel 2

Esther Martinez Maston-Burdick , a married woman as her sole and separate proeprty , as to parcels 1,3,4 and 5, subject to items 12 and 14 of Schedule B.

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial Unincorporated Area and described as follows:

Parcel 1:

Lot 1, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-002

Parcel 2:

The East 180 feet of Lot 3, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-014

Parcel 3:

Lot 1, Block 3, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-027

Parcel 4:

Lot 2 in Block 3 and Lot 2 in Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-028

Parcel 5:

Lot 3, Block 3, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-029

Parcel 6:

Lot 3, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

Except the Easterly 180 feet thereof.

APN: 055-041-030

APN: 055-041-002, 055-041-014, 055-041-027, 055-041-028, 055-041-029, 055-041-030

(End of Legal Description)

MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
 - 1st Installment : \$336.08
 - Status 1st : Open
 - 2nd Installment : \$336.08
 - Status 2nd : Open
 - Parcel No. : 055-041-002-000
 - Code Area / Tracer No.: 068-005

- B. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
 - 1st Installment : \$1,676.22
 - Status 1st : Open
 - 2nd Installment : \$1,676.22
 - Status 2nd : Open
 - Parcel No. : 055-041-014-000
 - Code Area / Tracer No.: 068-005

- C. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
 - 1st Installment : \$228.75
 - Status 1st : Open
 - 2nd Installment : \$228.75
 - Status 2nd : Open
 - Parcel No. : 055-041-027-000
 - Code Area / Tracer No.: 068-005

- D. Property taxes have been declared defaulted for non-payment of delinquent taxes for the fiscal year(s) for Parcel No. 055-041-027-000. Amounts due show as follows:
Amount: \$ 538.78; due by: October 31, 2023
Prior to recording, the final amounts due must be confirmed with tax collector.

- E. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
 - 1st Installment : \$444.97
 - Status 1st : Open
 - 2nd Installment : \$444.97
 - Status 2nd : Open
 - Parcel No. : 055-041-028-000
 - Code Area / Tracer No.: 068-005

- F. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
 - 1st Installment : \$228.75
 - Status 1st : Open
 - 2nd Installment : \$228.75
 - Status 2nd : Open

Parcel No. : 055-041-029-000
Code Area / Tracer No.: 068-005

- G. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
- 1st Installment : \$39.54
 - Status 1st : Open
 - 2nd Installment: : \$39.54
 - Status 2nd : Open
- Parcel No. : 055-041-030-000
Code Area/Tracer No. : 068005
- H. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- I. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.
- J. Prior to recording, the final amount due for taxes must be confirmed with tax collector.

Exceptions:

1. Water rights, claims or title to water in or under the property, whether or not shown by the public records.
2. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
3. Matters as shown on the Holtville Orchards Co. Tract No. 2, Map No. 301 filed in [Book 5, Page 21](#), of Official Maps which cites, among other things, the following:
 1. Road purposes
 2. Ditches
4. An easement for power lines and rights incidental thereto in favor of Imperial Irrigation District, its successors or assigns as set forth in a document recorded February 11, 1938, in [Book 481, Page 336](#) of Official Records.
5. An easement for power line and rights incidental thereto in favor of Imperial Irrigation District as set forth in a document recorded March 5, 1957, as Instrument No. 43, in [Book 963, Page 451](#) of Official Records, affects along a line which is parallel with and 29 feet west of the center line of the county road as now constructed along the east line of said property.

Affects Parcels 2, 4 and 6
6. An easement for power line and rights incidental thereto in favor of Imperial Irrigation District as set forth in a document recorded March 5, 1957 as Instrument No. 44, in [Book 963, Page 453](#) of Official Records, affects along a line which is parallel with and 29 feet West of the center line of the county road as now constructed along the East line of said property.

Affects Parcel 1

7. An agreement to which reference is made for full particulars executed by J. A. Bastanchury and Norma Bastanchury, recorded December 30, 1957 as Instrument No. 5, in [Book 982, Page 212](#) of Official Records.
8. An Agreement dated October 19, 1976 between owners of Lots 1 through 9, in Block 2, Holtville Orchards Company Tract No. 2 for maintenance of a 12 inch pipe line running along the East boundary of said Blk 2. Said agreement was recorded January 17, 1977, in [Book 1396, Page 1482](#) of Official Records.

Affects Parcels 1, 2, 4 and 6

9. The matters contained in an instrument entitled Holtville Orchards Tract Land Owners Water Association dated July 29, 1994, executed by Melissa Gaudi, Rodger Gaudi, Edward Dollente, Jeff Dollente, Mary Helen Dollente, Esther Maston, Celerina Martinez, Ronald H. Maston Catalina L. Ash, Le Roy Lopez, Esther Lopez, Becki Wagner, Scott Wagner, Eddie Dollente, Roaslina B. Dollente, Danaci E. Simonsen, upon the terms therein provided recorded February 10, 1995 as Instrument No. [95003177](#), in Book 1798, Page 561 of Official Records.
10. Matters contained in a document entitled "Imperial Irrigation District", by and between Hunter J. Toten and Imperial Irrigation District recorded September 26, 2019, as [Instrument No. 2019019493](#), of Official Records.

Affects Parcel 2

11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$270,019.00
Trustor : Hunter J. Toten, unmarried man
Trustee : Chicago Title Company
Beneficiary : Mortgage Electronic Registration Systems, Inc, as nominee for Ark-LA-Tex Financial Services, LLC DBA Benchmark Mortgage
Recorded : September 13, 2019, as [Instrument No. 2019018515](#), of Official Records

Affects Parcel 2

12. Any invalidity or defect in a trust currently in title or in a trust acquiring title. Stewart Title Guaranty Company requires a full copy of the trust agreement and any amendments thereto, and a Certification of Trust prepared in accordance with Section 18100.5 of the California Probate Code. There are certain situations where a Certification of Trust may be accepted in lieu of the full trust agreement; please check with your Title Officer. Stewart Title Guaranty Company reserves the right to except additional items and/or make additional requirements after reviewing submitted documents.
13. intentionally deleted
14. Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Katiy Mriisa Maston, Elision Spelings, Cecillio a Martinez and Esther M. Maston , as successor Co-Trustees of the The Celerina A. Martinez Family Trust dated April 19,2019, Bart Martinez I as grantor to Esther Martinez Maston-Burdick , a married woman as her sole and separate property, , as grantee, recorded 6/15/2023 as Instrument No. 2023009178 of Official Records.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. There are no transfers or conveyances shown in the public records within 24 months of the date of this Preliminary Report. If you have knowledge of any transfers or conveyances, please contact your title officer immediately for further requirements.
- B. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116.01-06 (or similar ALTA 22-06 equivalent), indicating that there is Single Family Residence; known as 1945 Orchard Road, Hotville, California and 1935 Orchard Road, Hotville, California and 3 Vacant Lands.
- C. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- D. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. All Transactions - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing.
- F. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 100.2-06 (or a similar ALTA 9 equivalent), or, if applicable, the CLTA Endorsement Form 115.1-06 (or a similar ALTA 4 equivalent) or CLTA Endorsement Form 115.2-06 (or a similar ALTA 5 equivalent) to an ALTA Loan Policy, when issued.
- G. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 1920525
Escrow No.: 1920525

The land referred to herein is situated in the State of California, County of Imperial Unincorporated Area and described as follows:

Parcel 1:

Lot 1, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-002

Parcel 2:

The East 180 feet of Lot 3, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-014

Parcel 3:

Lot 1, Block 3, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-027

Parcel 4:

Lot 2 in Block 3 and Lot 2 in Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-028

Parcel 5:

Lot 3, Block 3, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

APN: 055-041-029

Parcel 6:

Lot 3, Block 2, Holtville Orchards Company Tract No. 2, in the County of Imperial, State of California, according to Map No. 301 on file, in the Office of the County Recorder of Imperial County.

Except the Easterly 180 feet thereof.

APN: 055-041-030

APN: 055-041-002, 055-041-014, 055-041-027, 055-041-028, 055-041-029, 055-041-030

(End of Legal Description)

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: 1920525

Address/Location: 1935 Orchard Road, Holtville, CA 92250
Vacant Land, Holtville, CA 92250

APN: 055-041-002, 055-041-014, 055-041-027, 055-041-028, 055-041-029, 055-041-030

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**

5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following. **(If none, please state "none")**

6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**

7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**
_____ This work performed, as detailed above, was completed on _____ (date of completion).
8. Affiant is not aware of the existence of any of the following:
 - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
 - b. Adjoining property improvements encroaching onto the Land.
 - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
 - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
 - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
 - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
 - i. Any pending assessments for Community Facility Districts.

- j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.
- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8l, except as follows: (If none, please state "none")

9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.

10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**

11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

<u>Creditor</u>	<u>Approximate Balance</u>

12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**

13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**

14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.

15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO

NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Celerina Martinez

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

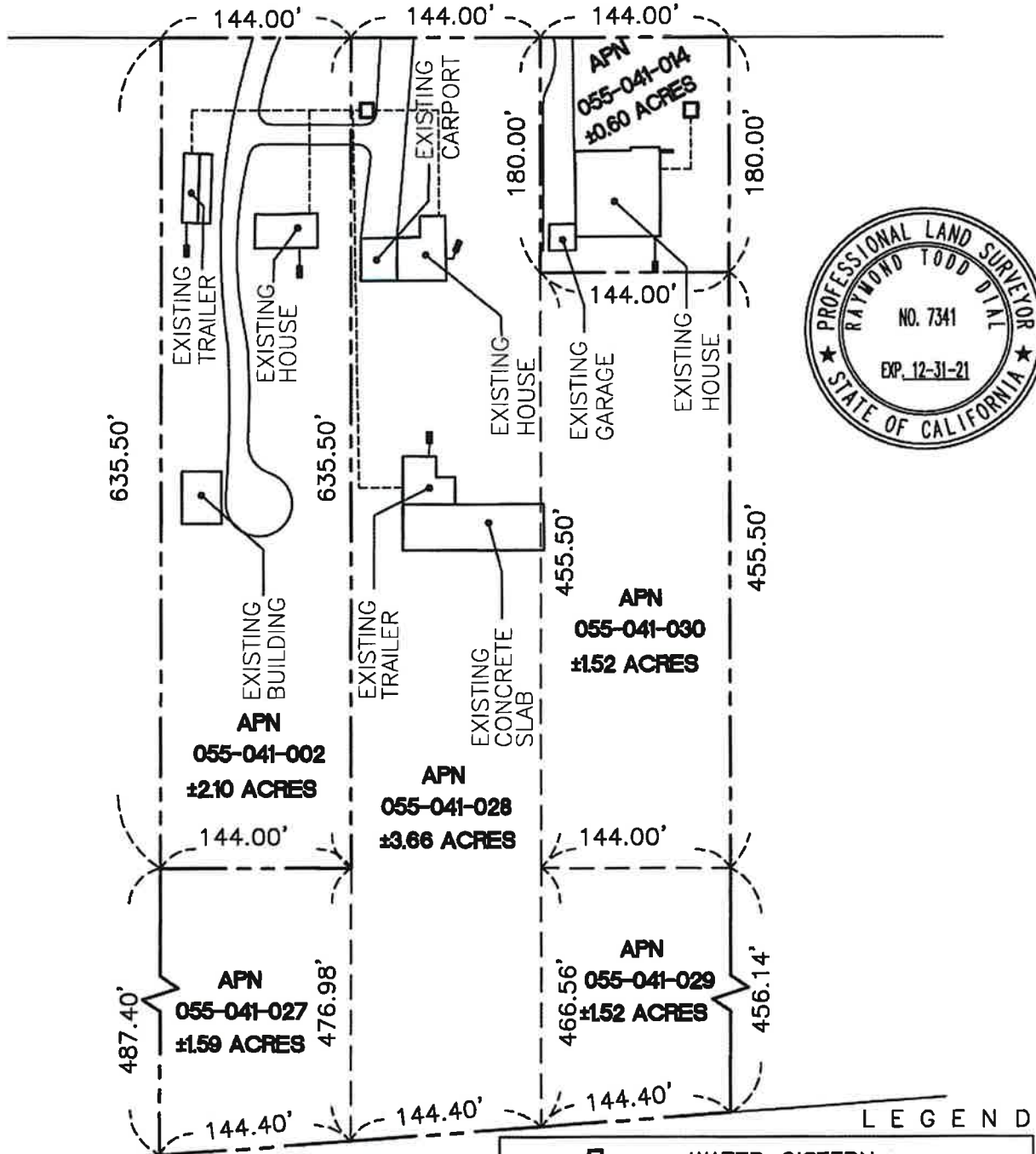
State of California)
) ss.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature

LOT MERGER NO. ___-___

LOTS 1 AND 3, BLOCK 2 AND LOTS 1, 2 AND 3, BLOCK 3, HOLTVILLE ORCHARD COMPANY TRACT No. 2, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 301 ON FILE IN THE COUNTY RECORDER OF IMPERIAL COUNTY.



LEGEND	
□	WATER CISTERN
•	SEPTIC TANK
---	BOUNDARY LINES
---	LOT LINES TO BE REMOVED

Sanders, INC.
 Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

ORCHARD LOT MERGER
EXHIBIT 'B'- EXISTING

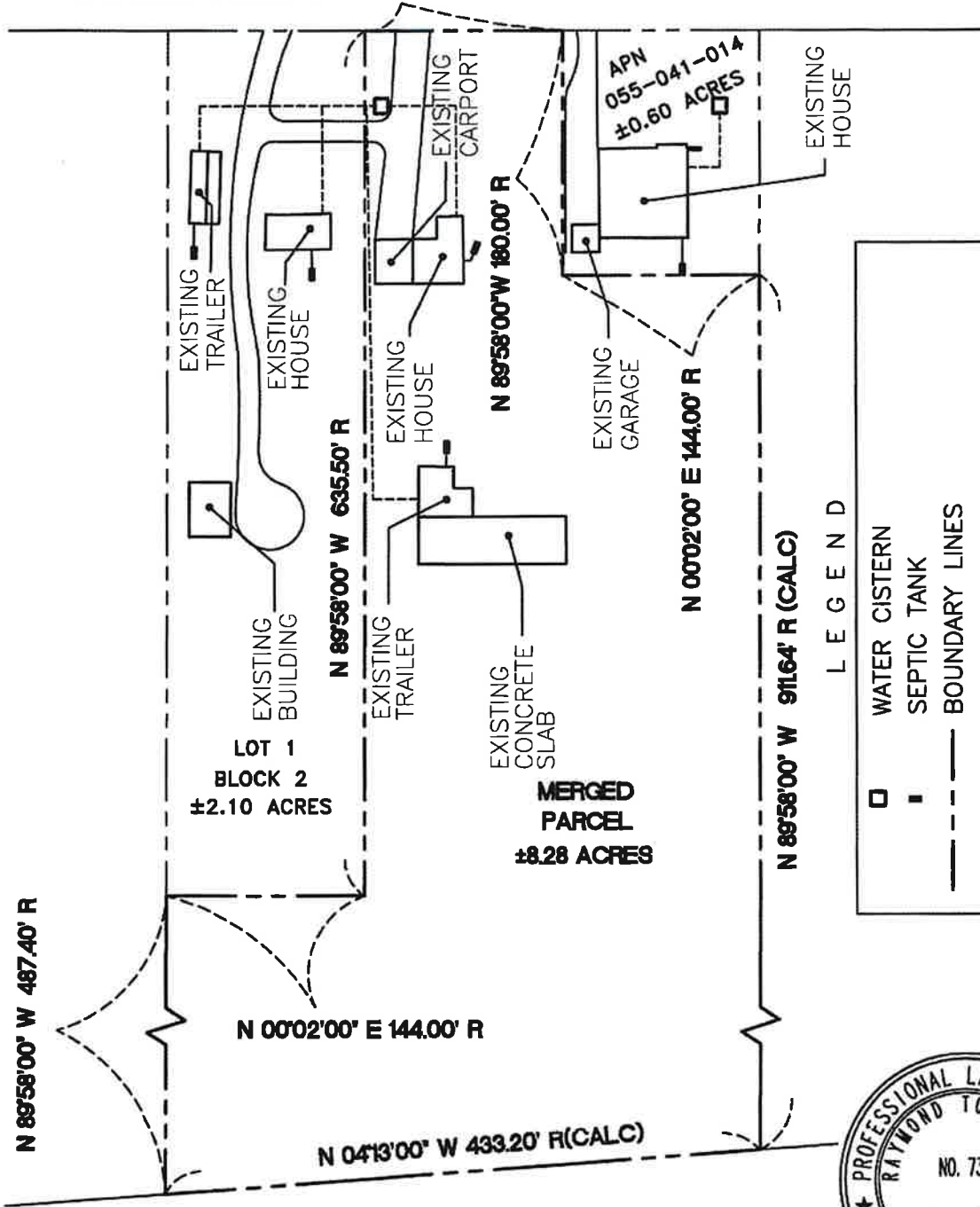
1"=120' 2-5-21

1 OF 2

LOT MERGER NO. _____

LOTS 1 AND 3, BLOCK 2 AND LOTS 1, 2 AND 3, BLOCK 3, HOLTVILLE ORCHARD COMPANY TRACT No. 2, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 301 ON FILE IN THE COUNTY RECORDER OF IMPERIAL COUNTY.

N 00°02'00" E 144.00' R



LEGEND

- WATER CISTERN
- SEPTIC TANK
- BOUNDARY LINES
- R INDICATED DATA PER MAP RECORDED IN BOOK 5, PAGE 21 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.



Sanders, INC.
 Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

ORCHARD LOT MERGER
EXHIBIT 'C' - PROPOSED

1"=120' 2-5-21

2 OF 2

55-04

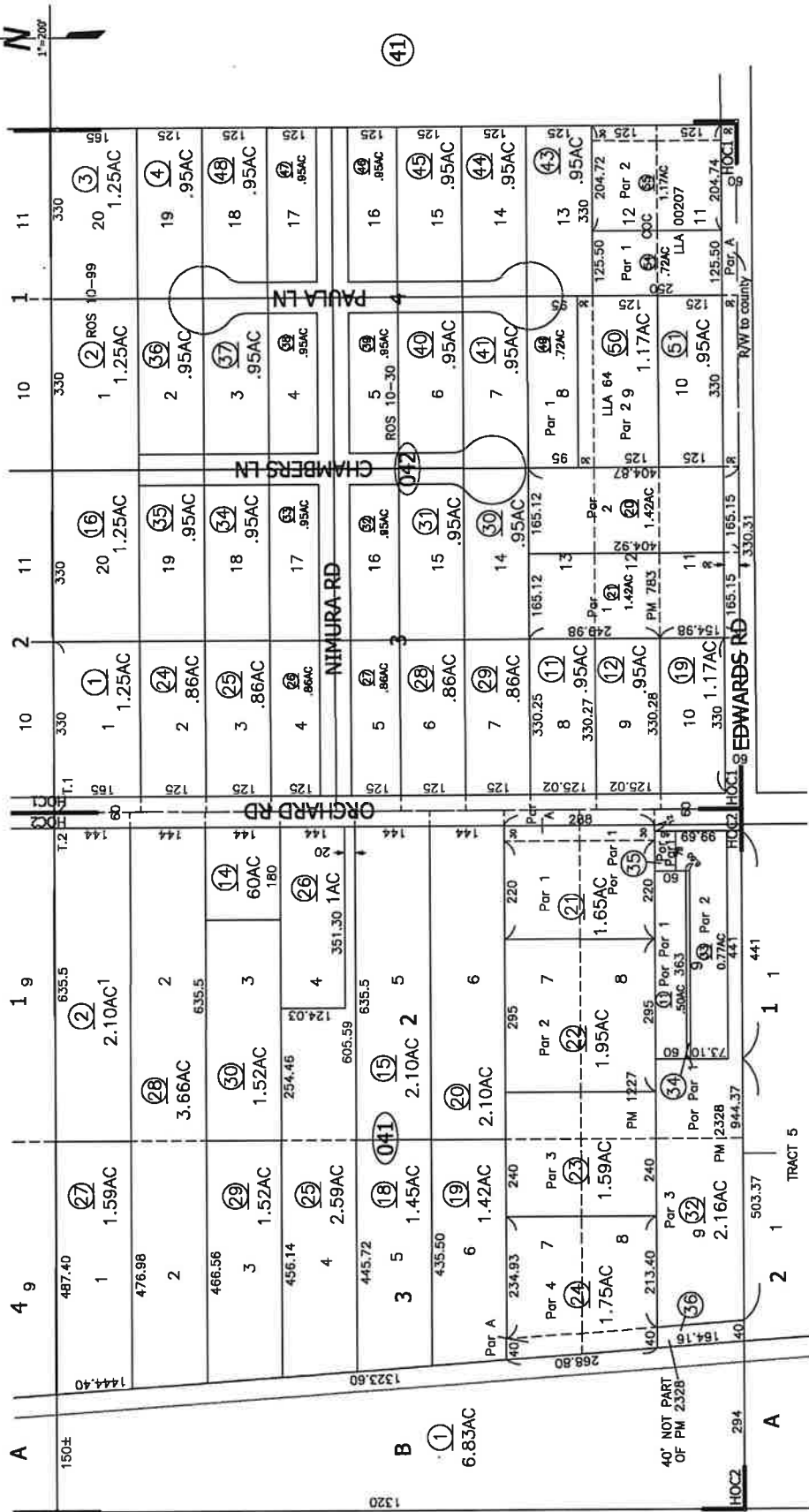
Tax Area Code
68-005

POR. HOLTVILLE ORCHARDS CO. TRACT 1 & 2

T16S, R15E

OM 5-11
OM 5-21

(03)



- 4-4-07 MF
- 1-8-02 AR
- 10-20-83 RM
- 9-26-90 LS
- 8-13-92 RM
- 5-13-93 RM
- 2-5-96 RM
- 10-26-99 LS
- 7-14-11 MF

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX. CODE SEC.327)

Assessor's Map Bk.55-Pg.04
County of Imperial, Calif.

(42)

(05)

(41)

(02)

ATTACHMENT “F”
Comment Letters



January 23, 2023

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

RECEIVED

JAN 24 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

SUBJECT: Lot Merger 00154 – Celerina Martinez

Dear Mr. Minnick,

The Imperial County Air Pollution Control District ("Air District") appreciates the opportunity to review and comment on Lot Merger ("MERG") 00154 ("Project"). The project is located at 1945 Orchard Rd., Holtville and proposes merging four (4) parcels identified as Assessor's Parcel Numbers 055-041-027, 028, 029, and 030. The parcels are approximately 1.59, 3.66, 1.52, and 1.52 acres respectively and the project will result in a parcel approximately 8.29 acres in size.

The Air District reminds the applicant that the project must comply with all Air District rules and would emphasize Regulation VIII, a collection of rules meant to maintain fugitive dust emissions below 20% opacity. The Air District also requests a copy of the final recorded map for its records.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "Ismael Garcia", is written over a horizontal line.

Ismael Garcia
Environmental Coordinator I

Reviewed electronically by,
Monica N. Soucier
APC Division Manager

Luis Valenzuela

From: Melina Rizo
Sent: Wednesday, January 18, 2023 2:15 PM
To: Ana L Gomez; Luis Valenzuela; Luis Valenzuela
Cc: ICPDSCommentLetters; Margo Sanchez; Sandra Mendivil
Subject: RE: MERG 00154 No Comments

Good Afternoon Mrs. Gomez

Thank you for your response.

Melina Rizo

Account Clerk III
Imperial County Planning & Development Services
801 Main St.
El Centro, CA 92243
(442)265-1736



From: Ana L Gomez <analomez@co.imperial.ca.us>
Sent: Wednesday, January 18, 2023 2:13 PM
To: Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>; Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>
Cc: ICPDSCommentLetters <ICPDSCommentLetters@co.imperial.ca.us>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Sandra Mendivil <SandraMendivil@co.imperial.ca.us>
Subject: MERG 00154 No Comments

Good afternoon,

The Ag. Dept. has no comment on this project.

Thank you,

Ana Gomez

Agricultural Biologist/Standards Specialist
Special Projects Division
Imperial County Agricultural Commissioner
Sealer of Weights and Measures
(442) 265-1500
analomez@co.imperial.ca.us



From: Jill McCormick <historicpreservation@quechantribe.com>
Sent: Tuesday, January 17, 2023 6:22 AM
To: Maria Scoville <mariascoville@co.imperial.ca.us>
Cc: ICPDSCCommentLetters <ICPDSCCommentLetters@co.imperial.ca.us>
Subject: RE: [EXTERNAL]:Request for Review and Comment Letter for MERG00154-Celerina Martinez

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

This email is to inform you that we do not wish to comment on this project.

*Thank you,
H. Jill McCormick, M.A.*

Quechan Indian Tribe
Historic Preservation Officer
P.O. Box 1899
Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254
E-mail: historicpreservation@quechantribe.com



From: Maria Scoville <mariascoville@co.imperial.ca.us>
Sent: Friday, January 13, 2023 3:36 PM
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