

Borrego Water District Board of Directors
Special Meeting
November 12, 2024 @ 9:00 A.M.
806 Palm Canyon Drive
Borrego Springs, CA 92004

The Borrego Water District Board of Directors meeting as scheduled will be conducted in person and in an electronic format please note BWD is providing remote attendance options solely as a matter of convenience to the public. BWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the GoTo meeting or call-in line listed on the agenda. We encourage members of the public to attend BWD meetings in-person at the address printed on page one (1) of this agenda. Anyone who wants to listen to or participate in the meeting remotely is encouraged to observe the GO TO MEETING at:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/335068765>

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Sec/Treas Johnson and Directors Duncan & Moran.
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public - None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Consent Calendar
 - 1. Roof Repairs at WWTP
 - 2. Sale of BWDs Steel-Burnand Adjacent Property to UCI – Final Documents
- B. Serving as a Community Mentor for UC Projects in Borrego Springs Masters' Capstone Program – G Poole/L Brigham - UCI
- C. Board of Directors Meeting Schedule: Remainder of 2024 thru 2025 – G Poole
- D. Update of Signors on PNC Debt Service Account – G Poole/J Clabaugh
- E. Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 - 1. Update on Board Activities
 - 2. Update on Technical Advisory Committee Activities

AGENDA: November 12, 2024: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Baker
- B. Budget and Audit: Dice/Moran
- C. ACWA/JPIA Insurance: Dice/Johnson

AD HOC:

- A. Prop 68 Implementation: Baker/Johnson
- B. Public Outreach: Dice/Johnson:
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker
- E. T2 Developers Agreement: Baker/Duncan
- F. Finance/Prop 218: Baker/Moran
- H. Borrego Springs Basin Water Quality: Moran/Johnson
- I. Automated Metering Implementation: Baker/Moran

IV. STAFF REPORTS

- A. WasteWater: October 2024 Monthly Report
- B. Water Production: October 2024 Monthly Report
- C. Finance: October 2024 Monthly Report
 - a. Follow Up to 10-22-24 Questions from Directors
- D. Administration Report Verbal
- E. Legal Counsel – Verbal
- F. General Manager
 - a. CA Proposition 4 Update – S Deevers
 - b. BWD Board Election Results and next steps.
 - c. UCI Groundwater Dependent Ecosystems (GDE) project in Borrego on November 19th.

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential cases)
- B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577
- C. Conference with Legal Counsel – Existing Litigation (John Thomas Doljanin v. Reuben Ellis, et al., S.D. Cal. Case No. 24 CV1689 BEN SBC).
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 - Property: Easement over APN 140-030-1100
 - Agency Negotiator: Geoff Poole
 - Negotiating Parties: Borrego Water District and Borrego Springs Watermaster
 - Under Negotiation: Price and Terms of Payment

VI. CLOSING PROCEDURE:

- A. The next Board Meeting is scheduled for 9:00 AM on December 17, 2024, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 12, 2024
AGENDA ITEM II.A

October 29, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Consent Calendar

RECOMMENDED ACTION:

Approve Consent Calendar

ITEM EXPLANATION:

1. Roof Replacement at WWTP: Somewhat urgent roof repairs/replacement is needed at "Roys WWTP". He has adequate funds in his existing operations budget and has received an initial quote of \$7,500 but the details are still being worked out to ensure the vendor can acquire required insurance levels. Due to scarcity of vendors, it may be a Sole Source Procurement. Additional quotes are being sought however; Roy does not want to delay the project until the December board meeting. Per purchase policy GM requires board approval to allow GM to enter Sole Source Procurement contracts under \$25,000..
2. Final Agreement UCI LAND PURCHASE: BWD owned 10 acres adjacent to Steele Burnand and Jim Dice/UCI had expressed interest for a long time. The attached documents were used to facilitate the transaction.

The attached document is the final draft of what was previously approved by the BWD Board. No changes.



EJ Roofing

License # 1117205

Office # (760) 701-0107
Mobile # (760) 520-9847
Mobile # (760) 803-0838
Email: roofing.ej@gmail.com

ESTIMATE/PROPOSAL

ESTIMATE SUBMITTED TO:

Borrego Water District
Atten: Rogelio Martinez

DATE:

10/22/2024

JOB ADDRESS & NAME:

4861 Borrego Springs Rd
Borrego Springs, Ca 92004

HOME PHONE:

WORK PHONE:

(760) 419-2764

FAX PHONE:

Roy@borregowd.org

SPECIFICATIONS:

- A. Tear off existing gravel, ply, and base underlayment down to the insulation foam boards.
- B. Remove mastic around extruding pipes and fixtures.
- C. Lift A/C unit and adjust wood platforms to match the roof pitch.
- D. Remove insulation foam boards, inspect for water-damaged plywood, and replace as needed.
- E. Install base underlayment, apply two layers of hot mop, followed by a final layer of white capsheet.
- F. Seal and properly mastic around all extruding pipes and fixtures.
- G. Haul away all debris, including gravel.
- H. _____ Total: \$7,500
- I. _____
- J. Eight buckets of mule hide roof silicone.
- K. _____ Total: \$2,400
- L. _____
- M. _____ **Grand Total: \$9,900**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Please call with any questions you may have.

THIS ESTIMATE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

AUTHORIZED SIGNATURE:

ACCEPTANCE OF PROPOSAL

A Tradition of Excellence in Roofing

ORIGIN ID:CCRA (510) 350-4519
ARIANNA WENZL
FIDELITY NATIONAL
3620 HAPPY VALLEY ROAD
SUITE 100
LAFAYETTE, CA 94549
UNITED STATES US

SHIP DATE: 24OCT24
ACTWGT: 1.00 LB
CAD: 253870613/NET4535

BILL SENDER

TO **LAURIE EDWARDS**
CHICAGO TITLE COMPANY
3620 HAPPY VALLEY RD
STE 100
LAFAYETTE CA 94549

INV: (510) 451-8888 REF: 36201212
DEPT:



TRK# 7794 9945 0255
020T

FRI - 25 OCT 10:30A
PRIORITY OVERNIGHT

WA CCRA

CA-US OAK 94549



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2024 Real Estate Withholding Statement

593

AMENDED:

Escrow or Exchange No. 36201212

Part I Remitter Information REEP Qualified Intermediary Buyer/Transferee Other

Business name Chicago Title Company			<input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no 36-3341513	
First name	Initial	Last name	SSN or ITIN	
Address (apt./ste., room, PO Box, or PMB no.) 3620 Happy Valley Road # 100				
City (if you have a foreign address, see instructions.) Lafayette, CA 94549		State	ZIP code	Telephone number (510) 451-8888

Part II Seller/Transferor Information If a grantor or nongrantor trust, check the box that applies. Grantor Nongrantor Trust

First name/Grantor	Initial	Last name/Grantor	SSN or ITIN	
Spouse's/RDP's first name (if jointly owned)	Initial	Last name	Spouse's/RDP's SSN or ITIN (if jointly owned)	
Business/Nongrantor Trust name (if applicable) Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation			<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no. 33-0713922	
Address (apt./ste., room, PO Box, or PMB no.) 806 Palm Canyon Drive				
City (if you have a foreign address, see instructions.) Borrego Springs		State CA	ZIP code 92004	Telephone number
Property address (provide street address, parcel number and county) APN: 198-100-21-00, Borrego Springs, CA 92004 198-100-21-00, San Diego County			Ownership percentage 100%	

Part III Certifications which fully exempt the sale from withholding (See instructions)

Determine whether you qualify for a full withholding exemption. Check all boxes that apply to the property being sold or transferred.

- 1. The property qualifies as the seller's (or decedent's, if sold by the decedent's estate or trust) principal residence under Internal Revenue Code (IRC) Section 121.
- 2. The seller (or decedent, if sold by the decedent's estate or trust) last used the property as the seller's (decedent's) principal residence under IRC 121 without regard to the two-year time period.
- 3. The seller has a loss or zero gain for California income tax purposes on this sale. Complete Part VI, Computation on Side 2.
- 4. The property is compulsorily or involuntarily converted, and the seller intends to acquire property that will qualify for nonrecognition of gain under IRC Section 1033.
- 5. The transfer qualifies for nonrecognition treatment under IRC Section 351 (property transferred to a corporation controlled by the transferor) or IRC Section 721 (property contributed to a partnership in exchange for a partnership interest).
- 6. The seller is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of business in California.
- 7. The seller is a California partnership or qualified to do business in California (or an LLC that is classified as a partnership for federal and California income tax purposes that is not a single member LLC that is disregarded for federal and California income tax purposes).
- 8. The seller is a tax-exempt entity under California or federal law.
- 9. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

If you checked one or more boxes in line 1 through line 9, withholding is not required. Do not complete Part IV. Go to Side 3, complete the perjury statement and sign. Provide Sides 1-3 to the remitter before the close of escrow or exchange transaction to submit to the Franchise Tax Board.

Part IV Certifications that may partially or fully exempt the sale from withholding or if no exemptions apply (See instructions)

Determine whether you qualify for a full, partial, or no withholding exemption. Check all boxes that apply to the property being sold or transferred.

- 10. The transfer qualifies as either a simultaneous or deferred like-kind exchange under IRC Section 1031. See instructions for Form 593, Part IV.
- 11. The transfer of this property is an installment sale where the buyer must withhold on the principal portion of each installment payment. Copy of the promissory note is attached at the close of escrow. Complete Part V, Buyer/Transferee Information on Side 2. Withholding may be required.
- 12. **No exemptions apply.** Check this box if the exemptions in Part III or Part IV, line 10 and line 11, do not apply. Remitter must complete Part VII, Escrow or Exchange Information, on Side 3 for amounts to withhold. Withholding is required.

Escrow or Exchange No.

36201212

Remitter Name

Chicago Title Company

SSN, ITIN, FEIN, CA corp no., or CA SOS file no.

36-3341513

Part V Buyer/Transferee Information

Complete this part if you checked box 11 in Part IV for an installment agreement

Form with fields for First name/Grantor, Spouse's/RDP's first name, Business/Nongrantor Trust name, Address, City, State, ZIP code, Telephone number, Principal Amount of Promissory Note, Installment Amount, Interest Rate, Repayment Period, and Number of months.

Buyer's/Transferee's Acknowledgment to Withhold
Read the "Buyer/Transferee" information below.

I acknowledge that I am required to withhold on the principal portion of each installment payment to the seller/transferor for the above shown California real property either at the rate of 3 1/3% (.0333) or the Alternative Withholding Calculation, as specified by the seller/transferor on Form 593, Real Estate Withholding Statement, of the principal portion of each installment payment. I will complete Form 593 for the principal portion of each installment payment and send one copy of each to the Franchise Tax Board (FTB) along with Form 593-V, Payment Voucher for Real Estate Withholding, the withholding payment, and give one copy of Form 593 to the seller/transferor. I will send each withholding payment to the FTB by the 20th day of the month following the month of the installment payment. If the terms of the installment sale, promissory note, or payment schedule change, I will promptly inform the FTB. I understand that the FTB may review relevant escrow documents to ensure withholding compliance. I also understand that I am subject to withholding penalties if I do not withhold on the principal portion of each installment payment and do not send the withholding along with Form 593 to the FTB by the due date, or if I do not send one copy of Form 593 to the seller/transferor by the due date. Go to Side 3, complete the perjury statement and sign.

Part VI Computation

Complete this part if you checked and certified box 3 in Part III, or to calculate an alternative withholding calculation amount.

Computation table with lines 13 through 28, including Selling price, Selling expenses, Amount realized, Cost of additions and improvements, Adjusted basis, and Estimated gain or loss on sale.

Remitter Name

Chicago Title Company

SSN, ITIN, FEIN, CA corp no., or CA SOS file no.

36-3341513

29 Alternative withholding calculation amount. Check the applicable box for the filing type.

- Individual 12.3%, Corporation 8.84%, Bank and Financial Corporation 10.84%, Trust 12.3%, Non-California Partnership 12.3%, S Corporation 13.8%, Financial S Corporation 15.8%

Multiply the amount on line 28 by the tax rate for the filing type selected above and enter the amount here. This is the alternative withholding calculation amount. If you elect the alternative withholding calculation amount, then check the appropriate box on line 36, Boxes B-H, and enter the amount on line 37

30. Sales price withholding amount. Multiply the selling price on line 13 by 3 1/3% (.0333).

This is the sales price withholding amount. If you select the sales price withholding amount, check box A on line 36 below and enter the amount on line 37

Part VII Escrow or Exchange Information

31. Escrow or Exchange Number 31 36201212

32. Date of Transfer, Exchange Completion, Failed Exchange, or Installment Payment (mm/dd/yyyy) 32

33. Sales Price, Failed Exchange, or Boot Amount \$ x Ownership Percentage % 33

34. Amount that should have been withheld in a cash poor transaction 34

35. Type of Transaction (Check One Only):

- A Conventional Sale/Transfer, B Installment Sale Payment, C Boot, D Failed Exchange, E Cash Poor

36. Withholding Calculation (Check One Only):

Sales Price Method

A 3 1/3% (.0333) x Sales Price, Boot, or Installment Sale Payment

Alternative Withholding Calculation Election

- B Individual 12.3% x Gain on Sale, C Non-California Partnership 12.3% x Gain on Sale, D Corporation 8.84% x Gain on Sale, E Bank and Financial Corp. 10.84% x Gain on Sale, F S Corporation 13.8% x Gain on Sale, G Financial S Corporation 15.8% x Gain on Sale, H Trust 12.3% x Gain on Sale

37. Amount Withheld from this Seller/Transferor 37

Title and escrow persons, and exchange accommodators are not authorized to provide legal or accounting advice for purposes of determining withholding amounts. Transferors are strongly encouraged to consult with a competent tax professional for this purpose.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter the form code 948 when instructed.

Perjury Statement

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. I further certify that:

Check the applicable box(es):

- The sale is fully exempt from withholding as indicated by a check mark(s) in Part III.
The sale is fully or partially exempt from withholding as indicated by a check mark in Part IV, box 10 or 11.
The seller has elected the Alternative Withholding Calculation as indicated by a check mark in Part VII, line 36 (B-H)
The buyer/transferee understands and accepts the withholding requirements as stated on the Buyer's/Transferee's Acknowledgment to Withhold in Part V. The buyer/transferee should only check this box when involved in an installment sale.
The Remitter (Qualified Intermediary) acknowledges this is a cash poor transaction as indicated by a check mark in Part VII, line 35, box E.

Sign Here

It is unlawful to forge a spouse's/RDP's signature.

Table with 2 columns: Signature/Name and Date/Telephone Number. Rows include Seller's/Transferor's signature, Spouse's/RDP's signature, Buyer's/Transferee's signature, Spouse's/RDP's signature, and Remitter's name and Title/Escrow business name.

SIGNATURE PAGE TO 593 TAX FORM

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation



By: Kathy Dice

Its: Borrego Water District Board President

RECORDING REQUESTED BY:

Chicago Title Company

Escrow No.: 36201212-362-LE4

Title No.: 36201212

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

The Regents of the University of California, a California public corporation

1111 Franklin Street

7th Floor

Oakland, CA 94607

Attn: Real Estate Services & Strategies

APN: 198-100-21-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING

This instrument is for the benefit of the Borrego Water District, and is entitled to be recorded without fee. (Govt. Code 27383).

Exempt from fee per GC 27388.1(a)(2); Document is executed or recorded by the state or any county, municipality, or other political subdivision of the state.

Property Address: APN: 198-100-21-00, Borrego Springs, CA 92004

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

This transfer is exempt from the documentary transfer tax.

The property is located IN THE UNINCORPORATED AREA OF Borrego Springs.

"The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."

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

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation, who erroneously acquired title as Borrego Water District, a public corporation

hereby GRANT(s) to

The Regents of the University of California, a California public corporation

the following real property IN THE UNINCORPORATED AREA OF Borrego Springs, County of San Diego, State of CA:

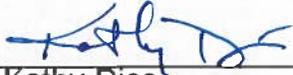
SEE LEGAL DESCRIPTION AS EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SEE NON-PROFIT LETTER AS EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

Dated: October 22, 2024

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below..

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation



By: Kathy Dice
Its: Borrego Water District Board President

NOTARY ACKNOWLEDGEMENT(S) TO GRANT DEED

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

State of California)
County of San Diego) SS:

On November 4, 2024 before me, Esmeralda Lopez-Garcia
a Notary Public, personally appeared Kathy Dice

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/(he)/their authorized capacity(ies), and that by his/(he)/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

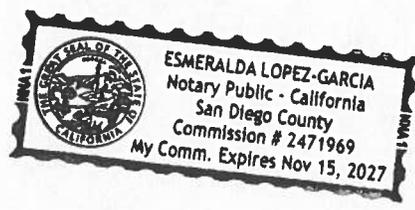


EXHIBIT "A"
LEGAL DESCRIPTION

For APN/Parcel ID(s): 198-100-21-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF BORREGO SPRINGS IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 DISTANT THEREON NORTH 89° 58' 12" WEST 2675.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 7:

THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 7 NORTH 89° 58' 12" WEST 700.00 FEET;

THENCE SOUTH 600.00 FEET:

THENCE PARALLEL WITH THE SAID NORTH LINE SOUTH 89° 58' 12" EAST 700.00 FEET TO A POINT WHICH IS SOUTH 600.00 FEET FROM THE POINT OF BEGINNING;

THENCE NORTH 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN 60.00 FEET EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF TILTING T DRIVE, SAID POINT BEING SOUTH 56° 40' 53" WEST 20.00 FEET FROM THE MOST WESTERLY CORNER OF LOT 1 OF DE ANZA MANOR, ACCORDING TO MAP NO. 2517, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON OCTOBER 15, 1948;

THENCE NORTH 25° 43' 09" WEST 557.65 FEET TO THE BEGINNING OF A TANGENT 75.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 21" AN ARC DISTANCE 59.65 FEET;

THENCE TANGENT TO SAID CURVE NORTH 71° 17' 29" WEST 143.86 FEET TO THE BEGINNING OF A TANGENT 46.00 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT BEING HEREIN DESIGNATED POINT "A";

THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100° 38' 24" AN ARC DISTANCE OF 80.80 FEET TO THE BEGINNING OF A 75.00 FEET RADIUS REVERSE CURVE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 38' 46" AN ARC DISTANCE OF 74.15 FEET TO THE BEGINNING OF A 46.00 FEET RADIUS REVERSE CURVE;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 53' 21" AN ARC DISTANCE OF 67.35 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 19° 10' 28" EAST 47.65 FEET TO THE BEGINNING OF A TANGENT 50.00 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105° 43' 30" AN ARC DISTANCE OF 92.26 FEET TO THE BEGINNING OF A 400.00 FEET RADIUS COMPOUND CURVE;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 35' 03" AN ARC DISTANCE OF 108.80 FEET TO THE BEGINNING OF A 100.00 FEET RADIUS COMPOUND CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 46' 40" AN ARC DISTANCE OF 116.55 FEET;

THENCE TANGENT TO SAID CURVE NORTH 11° 05' 15" WEST 72.93 FEET TO THE BEGINNING OF A TANGENT 170.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79° 06' 56" AN ARC DISTANCE OF 234.74 FEET, SAID POINT HEREIN DESIGNATED POINT "B";

THENCE TANGENT TO SAID CURVE SOUTH 89° 47' 49" WEST 255.50 FEET TO THE EAST BOUNDARY OF THE ABOVE HEREIN DESCRIBED PARCEL 1.

SAID EASEMENT IS TO BE EXTENDED OR SHORTENED SO AS TO TERMINATE IN THE NORTHERLY END OF TILTING T DRIVE AND THE EAST BOUNDARY OF HEREIN DESCRIBED PARCEL 1.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" HEREIN ABOVE DESCRIBED IN PARCEL 2, SAID POINT BEING ON A 46.00 FEET RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 18° 42' 31" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 12' 24" AN ARC DISTANCE OF 12.21 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RADIALLY TO SAID CURVE NORTH 03° 30' 06" EAST 30.00 FEET;

THENCE PERPENDICULAR TO SAID RADIAL LINE NORTH 86° 29' 54" WEST 499.61 FEET TO THE BEGINNING OF A TANGENT 200.00 FEET RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 42' 18" AN ARC DISTANCE OF 12.93 FEET TO A POINT WHICH IS NORTH 00° 12' 12" WEST 30.00 FEET FROM POINT "B" HEREIN DESCRIBED ABOVE IN PARCEL 2, SAID BEARING NORTH 00° 12' 12" WEST IS A RADIAL BEARING TO SAID 200.00 FEET RADIUS CURVE:

THENCE SOUTH 00° 12' 12" EAST 30.00 FEET TO POINT "B";

THENCE RETRACING ALONG THE CENTER LINE OF THE EASEMENT DESCRIBED IN PARCEL 2 TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF DE ANZA MANOR, ACCORDING TO MAP NO. 2517, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON OCTOBER 15, 1948;

THENCE NORTH 28° 32' 03" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 12.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTHWESTERLY LINE NORTH 28° 32' 03" EAST 20.50 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 36° 41' 35" WEST 87.41 FEET;

THENCE SOUTH 25° 43' 09" EAST 97.79 FEET TO THE TRUE POINT OF BEGINNING.



Certification of Non-Foreign Status

Date: October 22, 2024
Escrow No.: 36201212-362-LE4

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen (15) percent of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The U.S. Employer Identification Number for this entity is

The office address is:

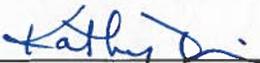
806 Palm Canyon Drive
Borrego Springs, CA 92004

The transferor/seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

SELLER:

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation



By: Kathy Dice
Its: Borrego Water District Board President

11-1-2024
Date

Seller, Buyer and Escrow Agent to maintain a copy for five (5) years.



DISBURSEMENT OF PROCEEDS / REFUNDS

Chicago Title Company
3620 Happy Valley Road # 100
Lafayette, CA 94549
Phone: (510) 451-8888 Fax: (510) 943-3886

Date: October 22, 2024
Escrow No.: 36201212-362-LE4

The Undersigned hereby instruct and authorize Escrow Holder to disburse proceeds/refund as follows:

- HOLD check for PICK UP. Call when ready for PICK UP, PHONE NO.: _____
- WIRE funds to (Bank Name): _____
 - ** Account Name: Borrego Water District Public Facilities Corporation
 - Bank Address: _____
 - Routing No.: 121000248 Account No.: 4123827404
 - For further credit to: _____
 - Account No.: _____
 - Notify: Finance Officer - Jessica Clabaugh at jessica@borregowd.org
 - Phone: _____
 - Memo: _____
 - Other: _____

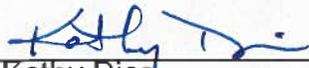
* Provided that the funds are wire transferred in accordance with these instructions, Chicago Title Company shall not be liable for any act or omission of any financial institution or any other person, nor shall Chicago Title Company have any liability for loss of funds or interest thereon. The undersigned shall indemnify and hold harmless Chicago Title Company, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

** **WARNING: DO NOT RISK WIRE BEING RETURNED! ESCROW HOLDER MUST DISBURSE FUNDS PAYABLE TO THE VESTED OWNERS OF THE SUBJECT PROPERTY.** (Example: If you own the property in your Trust, the Account Name MUST also be in your Trust.)

- MAIL Overnight Delivery check to: _____
- FORWARDING ADDRESS: _____

Please complete forwarding address for any possible refunds or correspondence after close of escrow.

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation


By: Kathy Dice
Its: Borrego Water District Board President



“GAP” INDEMNITY AGREEMENT

RE: Title Order No. 36201212-362-LE4
Preliminary Report dated October 8, 2024 at 7:30 a.m.

Whereas **CHICAGO TITLE INSURANCE COMPANY**, the “Company” has been requested to issue its Owner’s policy or policies of title insurance in the amount of \$4,820.00 in favor of proposed insured owner The Regents of the University of California, a California public corporation, as anticipated under the above referenced title order and preliminary report;

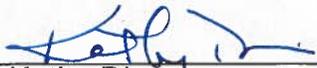
And whereas the Company is unwilling to issue such policy or policies until the closing instruments under which the proposed insured(s) acquires an interest in the real property described in such preliminary report are filed for record in the appropriate recording offices;

Now therefore it is agreed that in consideration of the Company issuing its policy or policies without making exception therein for matters which may arise between the most recent effective date of such preliminary report (the last date upon which the search of title is effective) and the dated of recording for the conveyance instrument(s), deed(s) of trust and/or matters whereby the proposed insured(s) acquire an interest in such real property, or which constitute an encumbrance or encumbrances on or affect the title to such real property, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, “objection(s) to title”) which may arise or be filed, as the case may be, against the title to such real property during the period of time between the most recent effective date of such preliminary report and date of recording of such conveyance instrument(s), deed(s) of trust and/or other matters, and to hold harmless and indemnify the Company against all expenses, costs and reasonable attorneys fees which may arise out of its failure to so remove, bond or otherwise dispose of any said objection(s) to title.

Date: 11.1.2024

INDEMNITOR

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation


By: Kathy Dice
Its: Borrego Water District Board President



OWNER'S DECLARATION

To: Chicago Title Company
Re: Title/Escrow No.: **36201212-362-LE4**
Property: APN: 198-100-21-00, Borrego Springs, CA 92004

1. The undersigned has reviewed Preliminary Report Dated: October 8, 2024

2a. Is the property vacant? Yes No

2b. Declarant knows of no unrecorded leases except as shown on the attached Certified Rent Roll:

(Rent Roll attached Yes No) Note: Please check "Yes" if there are such unrecorded leases and attach Exhibit A – Certified Rent Roll.

2c. If there are unrecorded leases, do any of said unrecorded leases provide for any Options to Purchase and/or Rights of First Refusal. Yes No

If "YES" is checked, please clarify which particular lease(s) contain either an Option to Purchase and/or Right of First Refusal.

3. That the Declarant knows of no unrecorded claims against the property, nor any set of facts by reason of which title to the property might be disputed or questioned, and has been in peaceable and undisputed possession of the premises since title was acquired.

4. That there has not been any construction, repairs, alterations or improvements made, ordered or contracted to be made on or to the premises, nor materials ordered therefore within the last six months which has not been paid for; nor are there any fixtures attached to the premises which have not been paid for in full; that there are no outstanding or disputed claims for any such work or item; and that there have not been any improvements erected upon the property during the current year subject to any taxes for the current year which may hereafter be assessed or levied by virtue of new construction completed or partially completed during the current year except as shown on attached Exhibit B.

(Exhibit B attached Yes No) Note: Please check "Yes" if there are construction works in progress and attach Exhibit B describing the works in progress

5. That to the best of my knowledge there has been no violation of any covenants, conditions or restrictions of record affecting the premises and that there are no disputes with any adjoining property owners as to the location of property lines, or the encroachment of any improvements, and there are no outstanding assessments of liens.

This Declaration is made for the purpose of aiding Chicago Title Company in determining the insurability of title to the property and to induce said Company to issue its policy(ies) of title and the declarant avers the foregoing statements are true and correct to the best of his or her knowledge and belief.

Executed under penalty of perjury on this 1 day of November, 2024.

DECLARANTS:

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation



By: Kathy Diçe
Its: Borrego Water District Board President



SELLER'S ESCROW INSTRUCTIONS

Laurie Edwards, Escrow Manager
Chicago Title Company
3620 Happy Valley Road # 100
Lafayette, CA 94549
Phone: (510) 451-8888 Fax: (510) 943-3886

Date: October 22, 2024
Title No.:
Escrow No.: **36201212-362-LE4**
Property: APN: 198-100-21-00, Borrego Springs, CA 92004

I/We hand you herewith:

- Grant Deed from Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation
- Escrow Estimated Settlement Statement.
- 593, FIRPTA
- Owner's Declaration
- GAP Indemnity

which you are authorized to deliver and/or record when:

You are in a position to disburse sale proceeds in accordance with the estimated closing statement contained herein (subject to adjustment),

and when you can procure/issue a CLTA Owner's policy of title insurance from **Chicago Title Insurance Company** with a liability of **Four Thousand Eight Hundred Twenty Dollars and No/100's (\$4,820.00)**, on the property described in your Preliminary Report No. **36201212** dated October 8, 2024, a copy of which I/we have read and hereby approve.

SHOWING TITLE VESTED IN:

The Regents of the University of California, a California public corporation

FREE FROM ENCUMBRANCES EXCEPT

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. 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;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1, 4, 5, 6 inclusive as shown in your preliminary report;

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE:

APN: 198-100-21-00, Borrego Springs, CA 92004

PRORATIONS

Prorate as of Close of Escrow, on the basis of a three-hundred sixty (360) day year:

None.

ADDITIONAL INSTRUCTIONS

1. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:

- a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
- b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- a. The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

2. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
3. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Chicago Title Company requires that all documents that require a Notary be signed with an employee of Chicago Title Company, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**
4. **ONE PROCEEDS CHECK:** Seller proceeds will be disbursed in the form of one check payable to the order of all Sellers unless Escrow Holder is provided with written instructions from all Sellers to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.
5. **SPECIAL RECORDING NOTICE:** In the event the documents in this escrow are recorded subsequent to the regular recording time of 8:00 a.m., Buyer and Seller are aware that funds may not or will not be available for

disbursement for the payment of liens, proceeds or commission until the following business day and that no interest will be earned on such funds.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account", which has been provided to you. If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of **Chicago Title Company**. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this or a previous escrow transaction. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS OR REFUNDS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS

WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due **Chicago Title Company**, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of **Chicago Title Company** as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. **Chicago Title Company** will not determine nor aid in the determination of whether the FIRPTA withholding

provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. **Chicago Title Company** will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. **Chicago Title Company** is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. **Chicago Title Company** is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. **Chicago Title Company** is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from **Chicago Title Company** is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Chicago Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. **Chicago Title Company** is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Chicago Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF BORREGO SPRINGS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 7 DISTANT THEREON NORTH 89° 58' 12" WEST 2675.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 7:

THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 7 NORTH 89° 58' 12" WEST 700.00 FEET;

THENCE SOUTH 600.00 FEET:

THENCE PARALLEL WITH THE SAID NORTH LINE SOUTH 89° 58' 12" EAST 700.00 FEET TO A POINT WHICH IS SOUTH 600.00 FEET FROM THE POINT OF BEGINNING;

THENCE NORTH 600.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN 60.00 FEET EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF TILTING T DRIVE, SAID POINT BEING SOUTH 56° 40' 53" WEST 20.00 FEET FROM THE MOST WESTERLY CORNER OF LOT 1 OF DE ANZA MANOR, ACCORDING TO MAP NO. 2517, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON OCTOBER 15, 1948;

THENCE NORTH 25° 43' 09" WEST 557.65 FEET TO THE BEGINNING OF A TANGENT 75.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 34' 21" AN ARC DISTANCE 59.65 FEET;

THENCE TANGENT TO SAID CURVE NORTH 71° 17' 29" WEST 143.86 FEET TO THE BEGINNING OF A TANGENT 46.00 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT BEING HEREIN DESIGNATED POINT "A";

THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100° 38' 24" AN ARC DISTANCE OF 80.80 FEET TO THE BEGINNING OF A 75.00 FEET RADIUS REVERSE CURVE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 38' 46" AN ARC DISTANCE OF 74.15 FEET TO THE BEGINNING OF A 46.00 FEET RADIUS REVERSE CURVE:

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83° 53' 21" AN ARC DISTANCE OF 67.35 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 19° 10' 28" EAST 47.65 FEET TO THE BEGINNING OF A TANGENT 50.00 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105° 43' 30" AN ARC DISTANCE OF 92.26 FEET TO THE BEGINNING OF A 400.00 FEET RADIUS COMPOUND CURVE;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 35' 03" AN ARC DISTANCE OF 108.80 FEET TO THE BEGINNING OF A 100.00 FEET RADIUS COMPOUND CURVE;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 46' 40" AN ARC DISTANCE OF 116.55 FEET;

THENCE TANGENT TO SAID CURVE NORTH 11° 05' 15" WEST 72.93 FEET TO THE BEGINNING OF A TANGENT 170.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79° 06' 56" AN ARC DISTANCE OF 234.74 FEET, SAID POINT HEREIN DESIGNATED POINT "B";

THENCE TANGENT TO SAID CURVE SOUTH 89° 47' 49" WEST 255.50 FEET TO THE EAST BOUNDARY OF THE ABOVE HEREIN DESCRIBED PARCEL 1.

SAID EASEMENT IS TO BE EXTENDED OR SHORTENED SO AS TO TERMINATE IN THE NORTHERLY END OF TILTING T DRIVE AND THE EAST BOUNDARY OF HEREIN DESCRIBED PARCEL 1.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" HEREIN ABOVE DESCRIBED IN PARCEL 2, SAID POINT BEING ON A 46.00 FEET RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 18° 42' 31" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 12' 24" AN ARC DISTANCE OF 12.21 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RADially TO SAID CURVE NORTH 03° 30' 06" EAST 30.00 FEET;

THENCE PERPENDICULAR TO SAID RADIAL LINE NORTH 86° 29' 54" WEST 499.61 FEET TO THE BEGINNING OF A TANGENT 200.00 FEET RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 42' 18" AN ARC DISTANCE OF 12.93 FEET TO A POINT WHICH IS NORTH 00° 12' 12" WEST 30.00 FEET FROM POINT "B" HEREIN DESCRIBED ABOVE IN PARCEL 2, SAID BEARING NORTH 00° 12' 12" WEST IS A RADIAL BEARING TO SAID 200.00 FEET RADIUS CURVE:

THENCE SOUTH 00° 12' 12" EAST 30.00 FEET TO POINT "B";

THENCE RETRACING ALONG THE CENTER LINE OF THE EASEMENT DESCRIBED IN PARCEL 2 TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ALL PURPOSES INCIDENTAL THERETO OVER, UNDER, ALONG, ACROSS, UPON AND THROUGH A PORTION OF THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF DE ANZA MANOR, ACCORDING TO MAP NO. 2517, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON OCTOBER 15, 1948;

THENCE NORTH 28° 32' 03" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 12.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTHWESTERLY LINE NORTH 28° 32' 03" EAST 20.50 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 36° 41' 35" WEST 87.41 FEET;

THENCE SOUTH 25° 43' 09" EAST 97.79 FEET TO THE TRUE POINT OF BEGINNING.

APN: 198-100-21-00

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

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

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

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

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

Collection of categories of Personal Information:

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

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

This Personal Information is collected from the following sources:

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

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;

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

Disclosures of Personal Information for a business purpose:

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

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

Sale of Personal Information:

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

Retention Periods:

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

Personal Information of minors:

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

Sensitive Personal Information:

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

Right to know:

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

Right to request deletion:

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

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

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

Privacy Requests:

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

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

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

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

FNF website services for mortgage loans:

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

California Privacy Notice – Effective Date:

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

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your

California Privacy Rights, please visit [California Privacy](#), call Toll Free 888-413-1748, or contact us by mail at the below address.

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



Notice of Available Discounts

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

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

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

FNF Underwritten Title Company

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

Underwritten by FNF Underwriters

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

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

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

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

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

MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to 15% of the otherwise applicable rates such party would be charged for title insurance policies.

Minimum charge: \$425.00

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Chicago Title Company conducts escrow business under a Certificate of Authority No. 2993-4 issued by the California Department of Insurance.

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation



By: Kathy Dice
Its: Borrego Water District Board President

Current Mailing Address: 806 Palm Canyon Drive, Borrego Springs CA 92004

Forwarding Mailing Address: _____

Home Phone Number: 760-767-5806 Fax Number: 760-767-5994

Cell Phone Number: _____ E-mail Address: jessica@borregowd.org
CFO Jessica Clabaugh



BORREGO WATER DISTRICT

CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 5912

The undersigned does hereby declare and certify under oath that the following statements are true and correct:

1. The undersigned is the duly elected and currently serving Secretary of the Borrego Water District, a California nonprofit public benefit corporation (the "Corporation").
2. This Certificate is attached to and being recorded along with that certain Grant Deed (the "Deed") from the Corporation, as Grantor, to The Regents of the University of California, A California Public Corporation, as Grantee, dated 10/22/21, conveying the real estate described in the Exhibit A attached hereto (the "Property").
3. The transfer of the Property and the sale transaction represented by the Deed have been validly approved by the Board of Directors of the Corporation.
4. The Property constitutes less than substantially all of the assets of the Corporation. Neither Section 5911 of the California Corporations Code nor the Corporation's Articles and Bylaws require approval of the transfer by the Corporation's members, if any, or any other person or persons.

This certification is being executed pursuant to and in conformity with the provisions of California Corporations Code Section 5912.

Date:

Diane Johnson

Print Name: Diane Johnson

Borrego Water District Board Secretary

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

State of California)
County of San Diego) SS:

On November 1, 2024 before me, Esmeralda Lopez-Garcia, Notary Public
personally appeared Diane Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)





BORREGO WATER DISTRICT

NON-PROFIT MUTUAL BENEFIT CORPORATIONS CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 7912

The undersigned does hereby declare and certify under oath that the following statements are true and correct:

1. The undersigned is the duly elected and currently serving Secretary of the Borrego Water District, a California nonprofit public benefit corporation (the "Corporation").
2. This Certificate is attached to and being recorded along with that certain Grant Deed (the "Deed") from the Corporation, as Grantor, to The Regents of the University of California, A California Public Corporation, as Grantee, dated 10-22-24, conveying the real estate described in the Exhibit A attached hereto (the "Property").
3. The transfer of the Property and the sale transaction represented by the Deed have been validly approved by the Board of Directors of the Corporation.
4. The Property constitutes less than substantially all of the assets of the Corporation. Neither Section 7911 of the California Corporations Code nor the Corporation's Articles and Bylaws require approval of the transfer by the Corporation's members, if any, or any other person or persons.

This certification is being executed pursuant to and in conformity with the provisions of California Corporations Code Section 7912.

Date:

Diane Johnson

Print Name: Diane Johnson

Borrego Water District Board Secretary

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

State of California)
County of San Diego) SS:

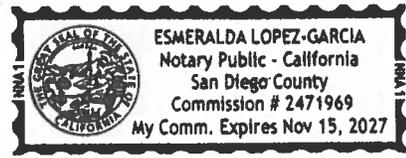
On November 1, 2024 before me, Esmeralda Lopez Garcia Notary Public
personally appeared Diane Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CHICAGO TITLE COMPANY

3620 Happy Valley Road # 100, Lafayette, CA 94549

Phone: (510) 451-8888 Fax: (510) 943-3886

Sellers Settlement Statement Estimated

Escrow No: 36201212 - 362 LE4

Close Date: 10/31/2024

Seller(s): Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation
Buyer(s)/Borrower(s): The Regents of the University of California, a California public corporation
Property: APN: 198-100-21-00
Borrego Springs, CA 92004

Description	Debit	Credit
TOTAL CONSIDERATION: Total Consideration		4,820.00
ESCROW CHARGES: Overnight Delivery to Chicago Title Company	25.11	
Prepare Grant Deed to Chicago Title Company	50.00	
FTB Processing Fee to Chicago Title Company	45.00	
Sub Totals	120.11	4,820.00
Proceeds Due Seller	4,699.89	
Totals	4,820.00	4,820.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Seller(s):

Borrego Water District Public Facilities Corporation, a California nonprofit public benefit corporation


By: Kathy Dice
Its: Borrego Water District Board President

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 12, 2024
AGENDA ITEM II.B

October 29, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Serving as a Community Mentor for UC Projects in Borrego Springs Masters' Capstone Program – G Poole/L Brigham - UCI

RECOMMENDED ACTION:

Determine if participation is desired in UCI Capstone Mentoring Program

ITEM EXPLANATION:

BWD has received a request from UCI regarding participation in its Community Mentor Group. Laurel Brigham has offered to attend the meeting, explain the program and answer any questions. Her initial email is below and inquiry letter is attached.

From: Laurel Marie Brigham

Sent: 01 October 2024 13:28

To: geoff borregowd.org <geoff@borregowd.org>

Subject: UCI Master's Capstone Mentor Invite

Hello Geoff,

I'm reaching out to gauge your interest in serving as a community mentor to a group of UCI master's students who will be working on the Farmland Rehabilitation Study. Please see the attached letter for more information.

Best,
Laurel Brigham

NEXT STEPS

1. TBD

FISCAL IMPACT

1. N/A

ATTACHMENTS

1. Letter from Laurel to gauge BWDs interest in the Program



UCI Masters in Conservation & Restoration Science

Dear Geoff Poole of the Borrego Springs Water District:

We are reaching out to request permission for a team of master's students in University of California, Irvine's Masters in Conservation and Restoration Science program to access Borrego Spring Water District land, where a variety of erosion control measures are being implemented as a product of the Concept Feasibility Plan for Rehabilitation of Fallowed Irrigated Agricultural Land in the Borrego Valley Groundwater Subbasin. The previously mentioned project is funded through 31 March 2025 and we hope to continue accessing this land until the conclusion of the masters program in early May 2025.

We would also like to invite you to act as a community mentor for the master's students capstone project, which will investigate the effectiveness of the different erosion control methods. The masters students are supported by a variety of mentors including a project advisor who provides guidance on project management, science advisors who provide guidance on study design and implementation, and community mentors who are interested parties for the project. Acting as a community mentor would entail meetings approximately once per quarter (virtually or in-person) with the students to receive updates and offer feedback. Travis Brooks of LandIQ and the Environmental Working Group of the Borrego Springs Watermaster have agreed to act as community mentors. Because the Borrego Water Department owns some of the land on which the work will take place, we feel that your insights and involvement would be beneficial to the students and the project.

If you are interested in serving as a community mentor, we would very much like to meet with you virtually in the next couple of weeks. Please let us know and we will reach out with a scheduling poll.

Thank you for considering this request.

Sincerely,
Drs. Laurel Brigham & Nikki Fiore
Science Advisors to the Capstone Team

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 12, 2024
AGENDA ITEM II.C

October 29, 2024

TO: Board of Directors
FROM: Geoffrey Poole, General Manager
SUBJECT: Remainder of 2024 and 2025 BWD Board Meeting Schedule – G Poole

RECOMMENDED ACTION:

Review schedule and confirm 2024 and 2025 BWD Board meeting dates

ITEM EXPLANATION:

At the October 22nd BWD Board Meeting staff was directed to create a Resolution setting the meeting dates for the remainder of 2024 and 2025. Specifically, one meeting in November and December will be held on

November 12th
December 17th

Starting in January 2025, the Borrego Springs Sub Basin Watermaster is changing its meetings to the 3rd Wed of each month. To coincide with WM meeting dates, the Board agreed to set the BWD dates to the Tuesday before the 3rd Wednesday each month and starting monthly meetings for a trial period.

January 14 th	July 15 th
February 18 th	August 19 th
March 18 th	September 16 th
April 15 th	October 14 th
May 20 th	November 18 th
June 17 th	December 16 th

If one meeting per month is not enough, another meeting can be held on an as needed basis. If a monthly meeting runs long due to a heavy Agenda, a lunch break can be scheduled and re convene.

NEXT STEPS

1. Approve Resolution and Implement Schedule

FISCAL IMPACT

1. Minor cash flow benefits from reducing meeting per diem

ATTACHMENTS

1. Resolution No. 2024-11-01

RESOLUTION NO. 2024-11-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT REVISING THE SCHEDULE OF REGULAR MEETINGS

WHEREAS, on June 14, 1983, this Board of Directors adopted Ordinance No. 83-1 establishing the Administrative Code of the Borrego Water District (“Administrative Code”) pursuant to the specific and implied grants of authority in Division 13, commencing with Section 34000, of the Water Code of the State of California to serve in part as the Bylaws of the Borrego Water District as required by Section 35300 et seq. of the Water Code; and

WHEREAS, Section 4.1.1 of the Administrative Code as adopted by Ordinance No. 83-1 established a schedule of the regular meetings of the Board of Directors; and

WHEREAS, on February 28, 2007 the Board of Directors adopted Ordinance No. 07-1 amending Section 4.1.1 of the Administrative Code governing the date and time of regular meetings of the Board of Directors to read: “4.1.1 Regular Meetings. Regular meetings of the Board shall be held pursuant to such schedule as the Board may adopt by Resolution from time to time. In the event the regular meeting date falls on a holiday designated in Section 6700 of the Government Code, a regular meeting of the Board of the cancellation of a regular meeting or meetings may be made by a majority vote of the members of the Board at least fifteen (15) days prior to the change or cancellation. A determination to change or cancel a regular meeting must be made at a regular or special meeting of the Board;” and

WHEREAS, the Board of Directors adopted Resolution 2007-2-1 on February 28, 2007 setting its regular board meetings at 9:00 a.m. on the second and fourth Wednesday of each month.

WHEREAS, the Board of Directors Adopted Resolution 2008-9-03 on September 24, 2008 setting its regular board meetings at 9:15 a.m. on the fourth Wednesday of every month.

WHEREAS, the Board of Directors adopted Resolution 2011-02-01 on February 15, 2011 setting its regular meetings at 9:00 a.m. on the fourth Wednesday of the month.

WHEREAS, the Board of Directors adopted Resolution 2020-01-02 on January 14, 2020 setting its regular meetings at 9:00 a.m. on the fourth Tuesday of each month.

WHEREAS, pursuant to Ordinance 07-1, the Board of Directors desires to revise the schedule for its regular meetings.

NOW, THEREFORE,
the Board of Directors of the Borrego Water District does hereby resolve, determine and order as follows:

Section 1.

The Board of Directors of the Borrego Water District shall hold its regular meetings at 9:00 a.m. on the Tuesday before the 3rd Wednesday each month.

Section 2.

Notwithstanding Section 1, above, the regular meetings of the Board of Directors of the Borrego Water District for the 2025 year will be as follows:

January 14th	July 15th
February 18th	August 19th
March 18th	September 16th
April 15th	October 14th
May 20th	November 18th
June 17th	December 16th

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2024.

Kathy Dice
President of the Board of Directors of Borrego Water District

ATTEST:

Diane Johnson
Secretary of the Board of Directors of Borrego Water District

STATE OF CALIFORNIA

)

) ss.

)

COUNTY OF SAN DIEGO

I, Diane Johnson, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of said District at a regular meeting held on the 12th day of November, 2024 and that it was so adopted by the following vote:

AYES, DIRECTORS:

NOES, DIRECTORS:

ABSENT, DIRECTORS:

ABSTAIN, DIRECTORS:

Diane Johnson
Secretary of the Board of Directors of Borrego Water District

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
November 12, 2024
AGENDA ITEM II.D

October 16, 2024

To: Board of Directors

From: Geoffrey Poole, General Manager, Jessica Clabaugh, Finance Officer

Subject: Updating Signors on PNC Debt Service Account

RECOMMENDED ACTION

Approve Jessica Clabaugh, Finance Officer, to update signor information for PNC Note 2018A & 2018B

ITEM EXPLANATION

Staff would like permission from the Board to allow Jessica Clabaugh, Finance Officer, to update Signors on the account to be;

President Kathy Dice, Vice President Tammy Baker, Secretary/Treasurer Diane Johnson, Director Dave Duncan, Director Gina Moran along with staff members;

Geoffre Poole(General Manager), Esmeralda Garcia(Executive Administrative Assistant) and Jessica Clabaugh(Finance Officer).

PNC may require signors to electronically sign a document which will require an email for log in and use of their cellular number for MFA.

FISCAL IMPACT

None.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 22, 2024
AGENDA ITEM II.E

October 16, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll

- 1. Update on Board Activities
- 2. Update on Technical Advisory Committee Activities

RECOMMENDED ACTION:

Discuss upcoming Watermaster related activities

ITEM EXPLANATION:

BWD Representatives from the Watermaster and TAC will provide a review of recent events.

NEXT STEPS

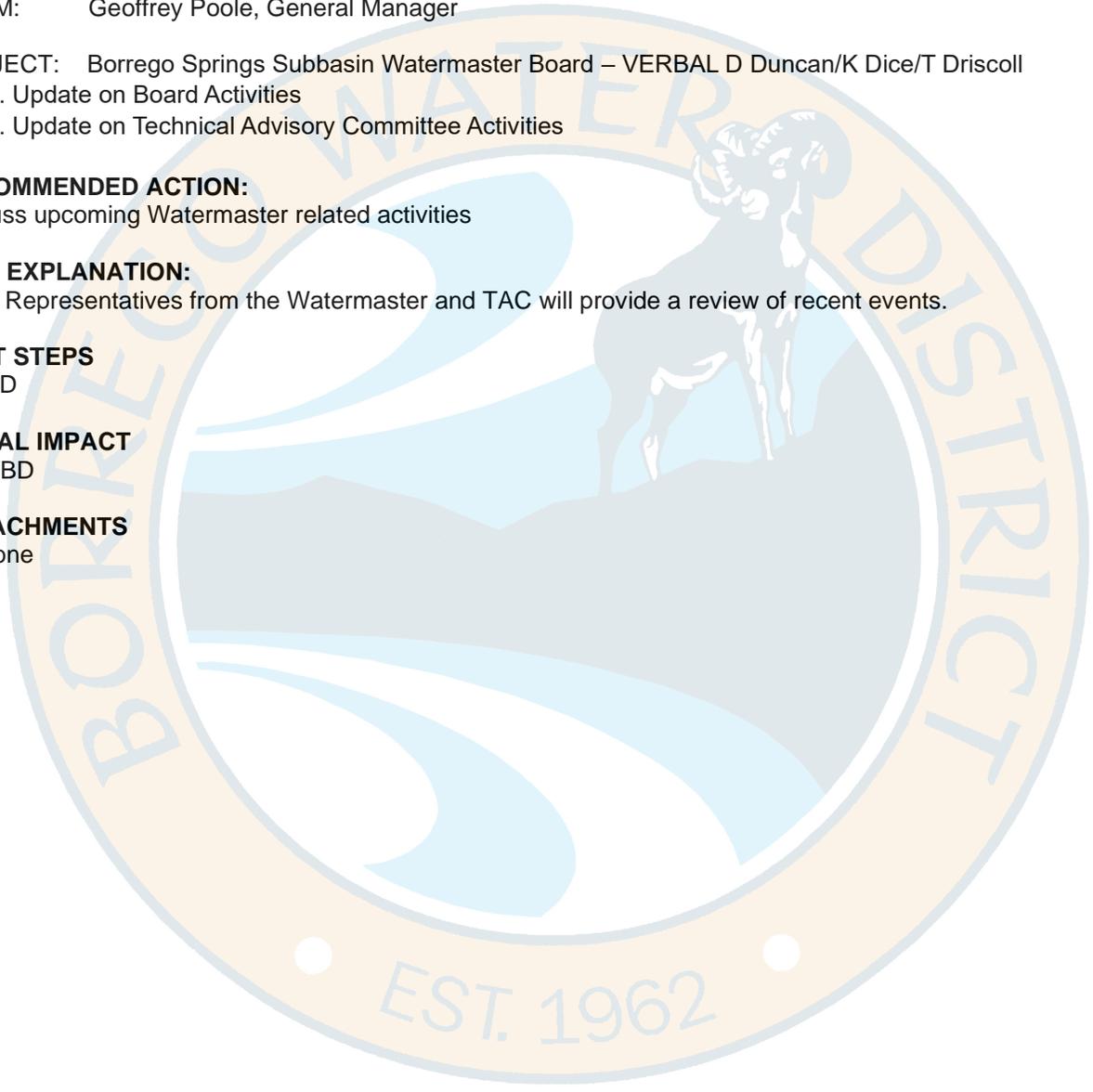
- 1. TBD

FISCAL IMPACT

- 1. TBD

ATTACHMENTS

- 1. None



IVC FINANCIALS REPORT





Rate Analysis – Residential Commodity Tiers

Finance Officer – Staff Report – 11/12/24

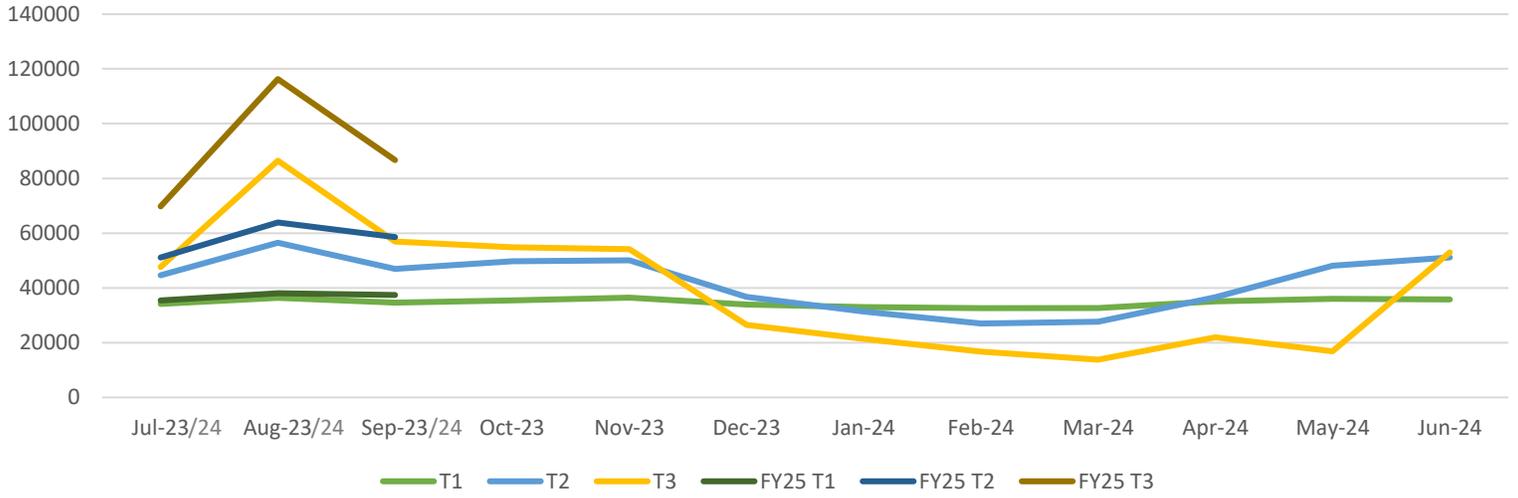
DURING REVIEW OF FINANCIAL REPORTS FOR FY25, THERE WERE INQUIRIES AS TO WHY TIER 3 REVENUES WERE HIGHER THAN TIER 1&2 REVENUES DURING THE FIRST QUARTER. PROJECTIONS WERE FORMULATED BASED ON THE ANNUAL AVERAGE RATIO. NEW REPORTING FORMAT FOR THE FY25 BUDGET & FINANCIALS HAS LED TO SOME QUESTIONS ABOUT THE REVENUE PATTERNS GENERATED FROM RESIDENTIAL WATER RATE TIERS AND HOW THEY RELATE TO SEASONALITY. SEE BELOW FOR ANALYSIS AND CURRENT YEAR TO DATE COMPARISON TO FY24.

LOOKING AT CUMULATIVE DATA FOR THE ENTIRETY OF FISCAL YEAR 2024, TIER 3 REVENUES WERE 33.75% OF TOTAL. THIS METRIC WAS USED FOR MONTHLY PROJECTIONS. AS INDICATED IN THE GRAPHS BELOW, TIER 3 REVENUES HAVE VARIANCE THROUGHOUT THE YEAR. IN FY24, TIER 3 AMOUNTS RANGED FROM 18.6% TO 48.2% OF TOTAL RESIDENTIAL COMMODITY REVENUES.

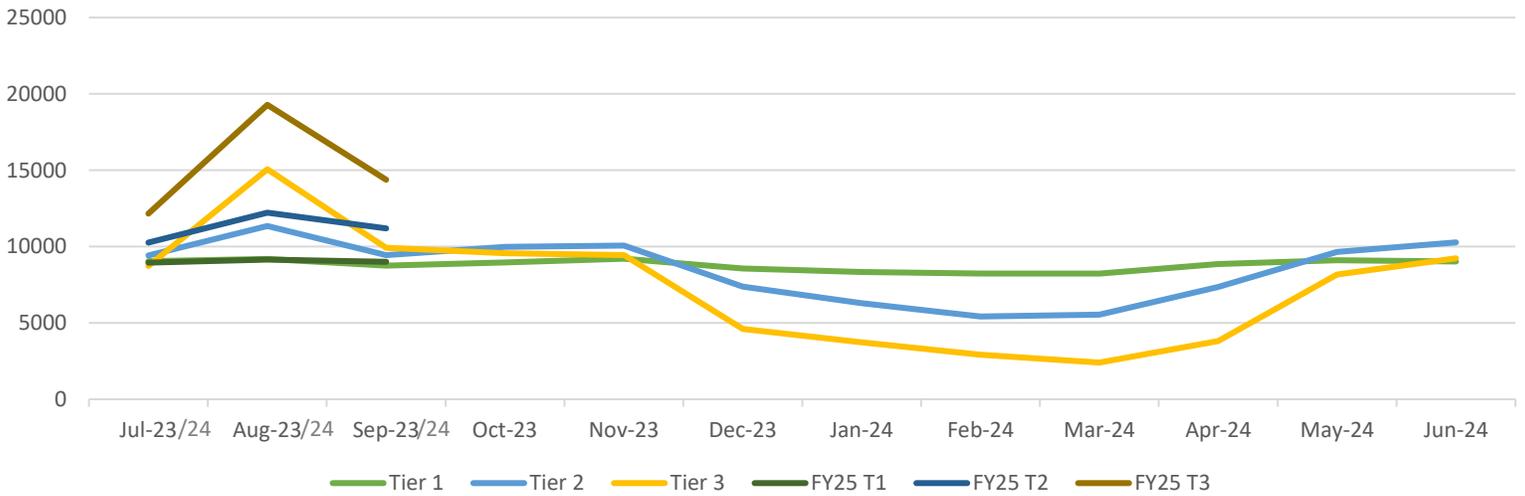
FY2024						FY2024					
	TIER	REVENUE	UNITS	# ACTS	Tier %		TIER	REVENUE	UNITS	# ACTS	Tier %
JULY	1	\$ 34,105	9,049	1,524	27.0%	JAN	1	\$ 32,999	8,333	1,550	38.5%
	2	\$ 44,675	9,425	977	35.3%		2	\$ 31,364	6,298	772	36.6%
	3	\$ 47,617	8,721	365	37.7%		3	\$ 21,370	3,723	179	24.9%
AUG	1	\$ 36,349	9,179	1,506	20.3%	FEB	1	\$ 32,603	8,233	1,553	42.7%
	2	\$ 56,503	11,346	1,078	31.5%		2	\$ 26,992	5,420	694	35.4%
	3	\$ 86,462	15,063	492	48.2%		3	\$ 16,686	2,907	159	21.9%
SEPT	1	\$ 34,642	8,748	1,484	25.0%	MAR	1	\$ 32,611	8,235	1,535	44.1%
	2	\$ 46,991	9,436	967	33.9%		2	\$ 27,634	5,549	731	37.3%
	3	\$ 56,941	9,920	384	41.1%		3	\$ 13,776	2,400	148	18.6%
OCT	1	\$ 35,482	8,960	1,506	25.3%	APRIL	1	\$ 35,058	8,853	1,564	37.5%
	2	\$ 49,710	9,982	1,000	35.5%		2	\$ 36,643	7,358	873	39.1%
	3	\$ 54,840	9,554	401	39.2%		3	\$ 21,910	3,817	218	23.4%
NOV	1	\$ 36,448	9,204	1,579	25.9%	MAY	1	\$ 36,064	9,107	1,558	35.7%
	2	\$ 50,134	10,067	1,003	35.6%		2	\$ 48,077	9,654	994	47.6%
	3	\$ 54,176	9,434	399	38.5%		3	\$ 16,833	8,159	358	16.7%
DEC	1	\$ 33,898	8,560	1,559	34.9%	JUNE	1	\$ 35,743	9,026	1,534	25.6%
	2	\$ 36,693	7,368	832	37.8%		2	\$ 51,150	10,271	1,027	36.6%
	3	\$ 26,444	4,607	239	27.3%		3	\$ 52,957	9,226	399	37.9%

FY2025					
	TIER	REVENUE	UNITS	# ACTS	Tier %
JULY	1	\$ 35,430	8,947	1,492	22.7%
	2	\$ 51,105	10,262	1,011	32.7%
	3	\$ 69,781	12,157	417	44.6%
AUG	1	\$ 38,052	9,147	1,480	17.4%
	2	\$ 63,905	12,219	1,097	29.3%
	3	\$ 116,283	19,284	556	53.3%
SEPT	1	\$ 37,415	8,994	1,485	20.5%
	2	\$ 58,550	11,195	1,051	32.1%
	3	\$ 86,639	14,368	487	47.4%

Monthly Revenue by Residential Tier FY24 & FY25

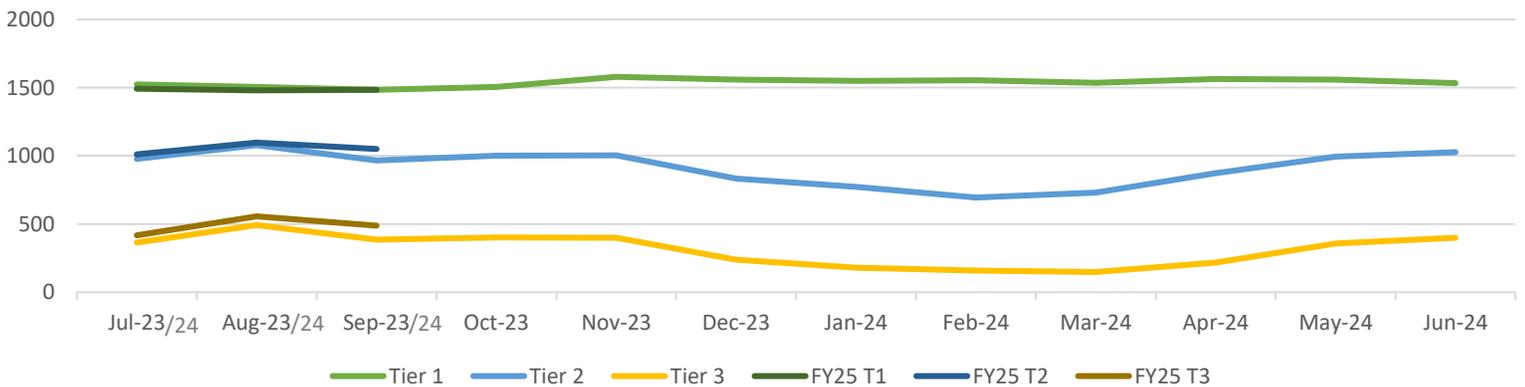


Monthly Units Sold by Residential Tier FY24 & FY25



Qty Accounts per Residential Tier FY24 & FY25

(1,737 total residential accounts)





Expense Analysis – Personnel Allocations

Finance Officer – Staff Report – 11/12/24

DURING REVIEW OF FINANCIAL REPORTS FOR FY25, THERE WERE INQUIRIES AS TO CERTAIN PERSONNEL RELATED ITEMS BEING HIGHER THAN BUDGETED IN THE WATER FUND AND LOWER THAN BUDGETED IN THE SEWER FUND. NEW REPORTING FORMAT FOR THE FY25 FINANCIALS HAS INDICATED A NEED TO ADD A MONTH END JOURNAL ENTRY TO ALLOCATE PERSONNEL EXPENSES PROPORTIONATELY AMONGST FUNDS ACCORDING TO THE DIRECT SALARY EXPENSES FOR THE FUND.

AP POSTING ALLOCATIONS ARE GENERALLY ALLOCATED ACCORDING TO TOTAL REVENUE BY FUND AS LAID OUT IN THE MOST RECENT RATE STUDY (2021). THIS OMITTED THE PEST & FLOOD FUNDS.

GOING FORWARD, FINANCE PROCEDURES WILL INCLUDE MAKING THE NECESSARY JOURNAL ENTRY PRIOR TO PUBLISHING THE FINANCE REPORTS FOR THAT PERIOD.

FOLLOWING IS AN UPDATED FIRST QUARTER PROFIT AND LOSS FOR EACH FUND.



Borrego Water District
Water Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	<i>Year to Date FY2025</i>	<i>% of Annual Budget TD</i>
<u>INCOME</u>			
RATE REVENUE			
Water Rates Revenues	1,421,937		
Commodity Rates			
Residential T1 & T2 Revenues	921,937	278,643	30%
Residential T3 Revenues	500,000	262,656	53%
Commercial	645,750	177,809	28%
Irrigation	<u>363,825</u>	<u>116,774</u>	32%
Total Commodity	2,431,512	835,881	34%
Non-Commodity Charges		-	
Base Meter Charges	1,518,300	385,707	25%
Meter Install/Repair	36,750	8,870	24%
New Water Supply Connection Fee	26,124	5,258	20%
Backflow Testing/Install	5,985	6,618	111%
Bulk Water Sales	<u>6,825</u>	<u>7,224</u>	106%
Total Non-Commodity	1,593,984	413,677	26%
		-	
Total Water Rate Revenues	4,025,496	1,249,558	31%
Availability Charges Collected thru Tax Roll			
ID1 - Water	34,965	-	0%
ID3/ID4 - Water Standby	<u>117,000</u>	<u>915</u>	1%
Total Availability (Tax Roll)	151,965	915	1%
Other Income			
Sale of Viking Ranch Property	225,000	247,089	110%
Sale of Retired Fleet Truck	<u> </u>	<u>8,000</u>	
Total Other Income	225,000	255,089	113%
 TOTAL WATER REVENUE	 4,402,461	 1,505,562	 34%



Borrego Water District
Water Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted</i> FY2025	Year to Date FY2025	% of Annual Budget TD
<u>EXPENSES</u>			
OPERATING EXPENSES			
Operations & Maintenance Expense			
R&M Water	279,928	47,199	17%
Telemetry	4,963	1,221	25%
Trash Removal	5,956	1,341	23%
Vehicle Expense	22,080	4,707	21%
Fuel & Oil	42,445	7,711	18%
Lab/Testing	34,338	4,875	14%
Permit Fees	28,820	4,218	15%
Pumping Electricity	525,000	136,592	26%
Total Operations & Maintenance Expense	943,530	207,864	22%
Professional Services			
Accounting (Tax & Debt Filings)	4,268	-	0%
Payroll Services	3,077	989	32%
Audit Fees	27,350	-	0%
IT & Cyber Security	38,400	6,158	16%
Financial Consulting	79,411	5,524	7%
Engineering (Dudek)	45,584	400	1%
Legal Services - General	67,000	11,732	18%
Advocacy	59,558	20,240	34%
Total Professional Services	324,648	45,044	14%
Insurance Expense			
ACWA/JPIA Program Insurance	120,322	65,933	55%
ACWA/JPIA Workers Comp	15,803	-	0%
Total Insurance Expense	136,125	65,933	48%
Personnel Expense			
Board Meeting Expense	22,830	2,178	10%
Salaries & Wages	1,131,468	269,911	24%
<i>Contra Account - Salaries & Wages</i>	(57,436)	(6,103)	11%
Contract Labor/Consulting	9,926	-	0%
Payroll Taxes	23,226	5,746	25%
Benefits - Medical	190,841	53,983	28%
Benefits - CalPERS	188,140	41,314	22%
Trainings & Conferences	17,867	5,395	30%
Uniforms	6,949	1,424	20%
Safety Compliance & Emergency Prep	4,963	200	4%
Total Personnel Expense	1,538,774	374,050	24%



Borrego Water District
Water Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	<i>Year to Date FY2025</i>	<i>% of Annual Budget TD</i>
OPERATING EXPENSES (Con't)			
Office Expense			
Office Supplies	23,823	7,097	30%
Office Equipment	49,632	10,796	22%
Postage & Freight	14,890	3,961	27%
Property Tax	2,978	1,348	45%
Telephone Expense	27,350	8,877	32%
Dues & Subscriptions (ACWA/AWWA)	22,830 ACWA	14,649	64%
Printing & Publication	4,963	321	6%
Office/Shop utilities	9,117	6,878	75%
Total Office Expense	155,583	53,928	35%
TOTAL OPERATING EXPENSES	3,098,660	746,818	24%
Debt Expense			
BBVA Bank Note 2018A/B - Principal	337,138	349,860	104%
BBVA Bank Note 2018A/B - Interest	49,821	21,772	44%
2021 Bond Cap One - Principal	376,605	382,555	102%
2021 Bond Cap One - Interest	140,571	69,789	50%
Total Debt Expense	904,135	853,569	94%
GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail)			
Pumping Fees	100,000	-	0%
GWM Expense	79,158	1,861	2%
Legal Expense	100,000	3,380	3%
Engineering/TAC Expense (Intera)	135,000	18,107	13%
TOTAL GROUNDWATER MGMT EXPENSES	414,158	23,349	6%
TOTAL EXPENSES	4,416,953	1,623,737	37%
<u>NET INCOME</u>	(14,492)	(118,175)	



Borrego Water District
Sewer Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	Year to Date FY2025	% of Annual Budget TD
<u>INCOME</u>			
RATE REVENUE			
Sewer Rates			
TCS Holder Fees (SA2)	170,532	43,525	26%
TCS User Fees (SA2)	135,653	36,352	27%
RH Sewer User Fees (ID1)	171,377	47,054	27%
Sewer Standby/Capacity Fees	-	-	
Sewer User Fees (ID5)	193,989	48,341	25%
Total Sewer Rates	671,551	175,271	26%
 Availability Charges Collected thru Tax Roll			
ID1 - Sewer Standby	34,965	-	0%
Total Availability (Tax Roll)	34,965	-	0%
 TOTAL SEWER REVENUE	 706,516	 175,271	 25%



Borrego Water District
Sewer Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	<i>Year to Date FY2025</i>	<i>% of Annual Budget TD</i>
<u>EXPENSES</u>			
OPERATING EXPENSES			
Operations & Maintenance Expense			
R&M WWTF	135,360	13,469	10%
Telemetry	677	-	0%
Trash Removal	812	558	69%
Vehicle Expense	3,011	270	9%
Fuel & Oil	6,676	1,051	16%
Lab/Testing	11,650	3,830	33%
Permit Fees	12,352	459	4%
Total Operations & Maintenance Expense	170,538	19,637	12%
Professional Services			
Accounting (Tax & Debt Filings)	582	-	0%
Payroll Services	420	135	32%
Audit Fees	3,730	-	0%
IT & Cyber Security	5,236	834	16%
Financial Consulting	10,829	753	7%
Engineering (Dudek)	6,216	-	0%
Legal Services - General	9,136	3,715	41%
Advocacy	8,122	2,760	34%
Total Professional Services	44,271	8,198	19%
Insurance Expense			
ACWA/JPIA Program Insurance	16,408	9,426	57%
ACWA/JPIA Workers Comp	3,659	-	0%
Total Insurance Expense	20,067	9,426	47%
Personnel Expense			
Board Meeting Expense	3,113	297	10%
Salaries & Wages	261,561	69,034	26%
<i>Contra Account - Salaries & Wages</i>	(7,832)	(819)	10%
Contract Labor/Consulting	1,354	7,931	586%
Payroll Taxes	5,369	1,509	28%
Benefits - Medical	44,117	13,386	30%
Benefits - CalPERS	43,492	10,245	24%
Trainings & Conferences	2,436	405	17%
Uniforms	948	195	21%
Safety Compliance & Emergency Prep	677	-	0%
Total Personnel Expense	355,235	102,183	29%



Borrego Water District
Sewer Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	Year to Date FY2025	% of Annual Budget TD
OPERATING EXPENSES (Con't)			
Office Expense			
Office Supplies	3,249	772	24%
Office Equipment	6,768	1,871	28%
Postage & Freight	2,030	533	26%
Property Tax	406	-	0%
Telephone Expense	3,730	1,211	32%
Dues & Subscriptions (ACWA/AWWA)	3,113 acwa	1,989	64%
Printing & Publication	677	44	6%
Office/Shop utilities	1,243	938	75%
Total Office Expense	21,216	7,358	35%
 TOTAL OPERATING EXPENSES	 611,327	 146,802	 24%
Debt Expense			
2021 Bond Cap One - Principal	64,545	64,545	100%
2021 Bond Cap One - Interest	5,979	2,962	50%
Total Debt Expense	70,524	36,390	52%
 TOTAL EXPENSES	 681,851	 183,191	 27%
 <u>NET INCOME</u>	 24,665	 (7,920)	



**Borrego Water District
Pest Control Operating Budget Analysis
07/01/2024 to 09/30/2024**

	<i>Budgeted FY2025</i>	Year to Date FY2025	% of Annual Budget TD
<u>INCOME</u>			
Charges Collected thru Tax Roll			
Pest Control Standby	17,150	96	1%
<u>TOTAL PEST CONTROL FUND REVENUE</u>	17,150	96	1%
<u>EXPENSES</u>			
R&M Pest Control	1,500	-	0%
ACWA/JPIA Program Insurance	500	128	26%
Salaries & Wages	4,193	3,508	84%
Benefits - Medical	711	702	99%
Benefits - CalPERS	701	537	77%
ACWA/JPIA Workers Comp	59	-	0%
Payroll Taxes	87	75	86%
<u>TOTAL PEST CONTROL FUND REVENUE</u>	7,751	4,747	61%
<u>Net Income Pest Control Enterprise Fund</u>	9,399		



Borrego Water District
Flood Enterprise Operating Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	Year to Date FY2025	% of Annual Budget TD
<u>INCOME</u>			
ID1 - Flood Standby	34,965	-	0%
<u>TOTAL FLOOD CONTROL FUND REVENUE</u>	<u>34,965</u>	<u>-</u>	0%
<u>EXPENSES</u>			
ACWA/JPIA Program Insurance	550	255	46%
Legal Services - General	5,000	255	5%
Salaries & Wages	8,434	-	0%
Benefits - Medical	1,423	-	0%
Benefits - CalPERS	1,402	-	0%
ACWA/JPIA Workers Comp	118	-	0%
Payroll Taxes	173	-	0%
<u>TOTAL FLOOD CONTROL FUND EXPENSES</u>	<u>17,100</u>	<u>510</u>	3%
<u>Net Income Flood Enterprise Fund</u>	<u><u>17,865</u></u>		



Borrego Water District
Non-Rate Revenue Budget Analysis
07/01/2024 to 09/30/2024

	<i>Budgeted FY2025</i>	<i>Year to Date FY2025</i>	<i>% of Annual Budget TD</i>
<u>INCOME</u>			
OTHER INCOME			
Penalties & Fees	50,000	34,520	69%
BSUSD Well Agreement	35,000	-	0%
1% Property Assessments	70,000	2,086	3%
Interest Income	35,000	5,825	17%
Other Income		-	
WM Meter Reading Income	3,333	-	0%
TOTAL OTHER INCOME	193,333	42,431	22%
<u>EXPENSES</u>			
Air Quality Study	36,341	-	0%
TOTAL NON-RATE REVENUE EXPENSES	36,341	-	
<u>Net Income Non-Rate Revenue</u>	<u>156,992</u>	<u>42,431</u>	



**Borrego Water District
Consolidated Enterprise Budget Analysis
07/01-09/30/24**

	<i>Budgeted FY2025</i>	<i>Y-T-D FY2025</i>	<i>% To Date</i>
<u>INCOME</u>			
TOTAL WATER RATE REVENUE	4,402,461	1,505,562	34.2%
TOTAL WASTEWATER RATE REVENUE	706,517	175,271	24.8%
TOTAL PEST CONTROL FUND REVENUE	17,150	96	0.6%
TOTAL FLOOD CONTROL FUND REVENUE	34,965	-	0.0%
TOTAL OTHER INCOME	<u>193,333</u>	<u>42,431</u>	21.9%
GROSS INCOME	<u>5,354,426</u>	<u>1,723,360</u>	32.2%
<u>EXPENSES</u>			
TOTAL WATER ENTERPRISE EXPENSES	4,402,461	1,623,737	36.9%
TOTAL WASTEWATER ENTERPRISE EXPENSES	681,848	183,191	26.9%
TOTAL PEST CONTROL ENTERPRISE EXPENSES	7,751	4,747	61.2%
TOTAL FLOOD CONTROL ENTERPRISE EXPENSES	17,100	510	3.0%
TOTAL NON-RATE REVENUE EXPENSES	<u>36,341</u>	-	0.0%
TOTAL EXPENSES	<u>5,145,501</u>	<u>1,812,185</u>	35.2%
<u>CONSOLIDATED NET INCOME</u>	<u>208,925</u>	<u>(88,825)</u>	



**Borrego Water District
BPA Purchase & Capital Improvements Budget
07/01-09/30/24**

	<i>Budgeted FY2025</i>	<i>Year to Date FY2025</i>
<u>BPA Purchase Expense</u>		
Land - Installment Agreement Payment	361,956	-
Following Expense	<u>124,738</u>	<u>65,000</u>
<u>BPA Purchase Expense</u>	486,694	65,000
<u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u>		
Water Enterprise CIP		-
Water Projects		-
Upgrade Indian Head Booster Station	118,000	-
AMI Cash Funded Portion (Prop 68 Grant)	100,000	-
ID4-11 Generator Switch	80,500	-
Well Site Security Upgrades	30,000	-
Lugo Building Upgrades (From Water R&M)		4,256
Emergency System Repairs	<u>66,150</u>	<u>-</u>
Total Water Projects	394,650	4,256
Sewer Projects		-
Manhole Refurbishments	52,267	-
Lift Station Pump	<u>11,000</u>	<u>-</u>
Total Sewer Projects	63,267	-
CASH FUNDED BPA PURCHASE & CIP TOTAL	944,611	69,256



**Borrego Water District
Grant Funded CIP Budget Analysis
07/01-09/30/24**

	Budgeted FY2025	Year to Date FY2025
GRANT FUNDED CIP		
Prop 68 Grant		
AMI	1,200,000	888,809
Component 5	125,000	24,610
Grant Administration	75,000	2,689
Total Prop 68 Grant Projects	<u>1,400,000</u>	<u>916,108</u>
2023 Appropriations Bill		
BSR Pipeline	928,000	-
Sungold Pipeline	2,464,000	-
2023 Appropriations Bill Total	<u>3,392,000</u>	<u>-</u>
TOTAL GRANT FUNDED CIP	4,792,000	916,107



**Borrego Water District
Cash Flow Analysis
07/01-09/30/24**

	Actual 1st Quarter FY25	
Cash and Reserves at 07/01/2024		4,743,739
Cash Flows from Operating Activities		
<i>Income Provided by Operating Activities</i>	758,703	
<i>Increase in Accounts Receivable</i>	(77,057)	
<i>Increase in Accounts Payable</i>	681,855	
<i>Increase in Inventory</i>	(5,611)	
<i>Customer Deposits Redeemed</i>	1,200	
Net Cash Provided by Operating Activities	\$	1,359,090
Cash Flows from Non-Operating Activities		
Other Income Received	42,431	
Debt Service Disbursement	(889,959)	
Net Cash Provided by Other Income	\$	(847,528)
Cash Flows from Capital Improvement Activities		
<i>All CIP/BPA Purchase Activities (Cash + Grant)</i>	(985,363)	
<i>Grant Monies Received</i>	-	
Net Cash Paid for Capital Improvements	\$	(985,363)
Net Change in Cash	\$	(473,801)
Cash and Reserves at End of Period		\$ 4,269,938
Restricted Reserves at End of Period	\$	1,306,291
Unrestricted Reserves at End of Period	\$	2,963,647
Water Reserves Portion	\$3,726,564	
Sewer Reserves Portion	\$543,361	
Non-218 Reserves Portion	\$880,105	
Fiscal Year Reserves Target		\$ 6,853,714
Fiscal Year Reserves Surplus/Shortfall to Date		\$ (2,583,776)