



SPECIAL CALLED MEETING

of the Presbytery of San Diego

April 27, 2023 - 3:00 pm

VIA ZOOM

PRESBYTERY OFFICERS

Teaching Elder Sam Codington, Moderator
Ruling Elder Emery Cummins, Vice-Moderator
Ruling Elder Frances Lin—Stated Clerk

PRESBYTERY EXECUTIVE STAFF

Teaching Elder Sean Chow, Executive Director

Upcoming Stated Presbytery Meetings 2023

Tuesday, May 16, 2023 – Oceanside Presbyterian Church

Docket

ASSEMBLE IN GOD'S NAME

3:00 p.m. **Call to Order & Prayer** Sam Codington

Declaration of a Quorum; Approval of Docket Frances Lin

Vote to suspend the requirements of the standing rule prohibiting Presbytery meetings by electronic means in *Manual of Administrative Operations* chapter 16, paragraph XI. A.3, per chapter 16, paragraph X.B. Note: this will require a two-thirds ($\frac{2}{3}$) majority of those members of the Presbytery and commissioners signed into the Zoom meeting.

ENGAGE IN GOD'S WORK

3:05 p.m. **Approval of the Sales-Westminster Escondido Presbyterian Church** Jim Rauch

Motion: The Presbytery of San Diego approve revising the previously approved sale price of the Westminster Presbyterian Church, Escondido, property located at 815 Idaho St., to an amount that is at least \$1,000 in excess of the second highest offer that was received.

3:15 p.m. **Approval of the Sales- Rancho Bernardo Community Presbyterian Church (attachment)**

Motion: The Presbytery of San Diego approve the sale of APN 723211003 (Lot 6, North Shore Beach) in Mecca, California, which is jointly owned in equal shares by Rancho Bernardo Community Presbyterian Church and the Shriners Hospital for Children, at a price of \$30,000 cash, mineral rights to be retained by the Shriners and the church.

3:20 p.m.

Announcements & adjournment

Sam Codrington

Attachment



ADDENDUM TO PURCHASE AND SALE AGREEMENT
RBI Property No. 759453

This addendum dated 04-07-2023 is to be made part of the Purchase and Sale Agreement for the property located at:

Property Address: Apn 723211003 , Mecca, CA 92254

Seller Asset Number: 026187-01

By the signatures below, both Seller and Buyer of the above referenced property agree to the following:

A \$185 technology fee will be deducted from the listing agent commission and a \$150 offer management fee will be deducted from the buyer agent commission. If buyer is not represented by an agent, the \$150 offer management fee will be paid by the buyer at closing.

Seller Signature:

Rachel L. Mehlenbacher

By:
Corporate Director, Accounting & Investments
Shriners Hospitals for Children

Title:

Date:

DocuSigned by:
Jose Luis Bojorquez _____
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4/13/2023

Date:

Buyer Signature:

Date:

Seller Signature:

Tony M. Cook

By:
Treasurer
Rancho Bernardo Community Presbyterian Church

Title:

Date:

**CONTRACT FOR THE SALE AND PURCHASE
OF REAL ESTATE**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged Seller and Jose Luis Bojorquez (Buyer), whether one or more, do hereby covenant, contract and agree as follows:

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows: *(complete adequately to identify property)*:

Apn 723211003 Mecca CA 92254

Address: Apn 723211003 Mecca CA 92254 ~~as described on attached exhibit.~~

RLM

TMC

Together with the following items, if any:

N/A

All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

	Amount due from Buyer
Purchase Price	\$30,000.00
Earnest Money	\$2,000.00
Seller Financing	\$0.00
Cash at Closing	\$28,000.00
Total	\$30,000.00

3. **FINANCING:** The following provisions apply with respect to financing (select one):

CASH SALE: This contract is not contingent on financing.

LENDER OR BANK FINANCING: The buyer is to pay the minimum or more of the sales price as required by his/her lender. The buyer does, does not have a commitment letter from a lending institution.

4. **EARNEST MONEY:** Buyer shall deposit \$2,000.00 as earnest money upon execution of this contract by both parties. Said earnest money shall deposited with Mortgage Connect.

5. **PROPERTY CONDITION:**

SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure is attached is not applicable.

Buyer hereby represents that he has personally inspected and examined the above mentioned premises and all improvements thereon. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither nor Seller nor Seller's representatives, if any, have made any representations concerning the present or past structural condition of the improvements.

Buyer accepts the property in its "**as-is**" and present condition.

- (Only applicable if box is checked) Buyer may have the Property inspected by persons of Buyer's choosing and at Buyer's expense within five (5) days of the Effective Date. If the inspection report reveals defects in the Property, Buyer shall notify Seller within 5 days of receipt of the report and may cancel this contract and receive a refund of earnest money, or close this agreement notwithstanding the defects.

6. **CLOSING:** The closing of the sale will be on or before 5/1/2023 unless extended pursuant to the terms hereof.

The closing date may also be extended by written agreement of the parties.

7. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Special Warranty Deed. Seller will also execute a Bill of Sale, if necessary, for the transfer of any personal property. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and mineral reservations, (d) special and other assessments on the property, if any and (e) general taxes for the year 2023 and subsequent years.

8. **CLOSING COSTS AND EXPENSES:** The following closing costs shall be paid as provided. (Leave blank if the closing cost does not apply.) *If "Both" is selected, the costs shall be split equally.

Closing Costs	Buyer	Seller	Both *
Settlement / Attorney Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Abstract or Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recording Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: N/A			
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

9. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.

Buyer Initials DS
NB

Seller Initials _____
RLM TMC

10. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money.

11. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

12. **ADDENDUM:** Seller's Real Estate Addendum is attached hereto and incorporated herein by reference.

13. **ASSIGNMENT:** This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

14. **OTHER PROVISIONS:**

It is understood and agreed by and between the parties that Seller shall net no less than one dollar (1.00) from the closing of this transaction, or this contract may be voided at Seller's sole discretion, with Buyer receiving refund of deposit thereby releasing both parties from the contract.

Sellers reserve unto themselves all of the Sellers rights, titles and interests in all oil, gas, mineral, metal and other valuable deposits located under the surface of the property.

15. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.**

16. **GOVERNING LAW:** This contract shall be governed by the laws of the state where the property is located.

EXECUTED the _____ day of _____, 20 ____ (THE EFFECTIVE DATE).

DocuSigned by:
Jose Luis Boyonquez 4/13/2023

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Seller Rachel L. Mehlenbacher, Corp. Dir., Acctg. & Invests.
Shriners Hospitals for Children

Buyer

Seller Tony M. Cook, Treasurer
Rancho Bernardo Community Presbyterian Church

Address:

RLM

TCM



**ADDENDUM TO CONTRACT
(INTERNET TRANSACTION FEE)
RBI Property No. 759453**

***Note: This addendum does not reference realtor commissions.**

This addendum is to be made part of the contract for the property known as:

Apn 723211003 , Mecca, CA 92254

Buyer Pays to: Covius Mortgage Solutions, LLC

Transaction Fee: \$2,000.00

Upon signature below, Buyer hereby agree to the following:

A) This Property was purchased in affiliation with and/or through an online bidding event conducted by RealtyBid.com, a division of Covius Mortgage Solutions, LLC.

B) Covius Mortgage Solutions, LLC is due an Internet Transaction Fee of **\$2,000.00** to be paid by the Buyer upon closing.

C) Buyer authorizes the closing agency to list the Internet Transaction Fee as a Buyer pay on the Settlement Statement/HUD-1 and disburse the same directly to Covius Mortgage Solutions, LLC immediately upon closing. Buyer further authorizes the closing agency to provide a copy of the Settlement Statement/HUD-1 to RealtyBid.com prior to closing for verification of Covius Mortgage Solutions, LLC's fee.

DocuSigned by:

Jose Luis Bojorquez _____
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Buyer Printed Name

Jose Luis Bojorquez

Date

4/13/2023

Buyer Signature

Buyer Printed Name

Date

Wire Transfer Outgoing Request



Wire Transfer Sender Information

Sender Name: JOSE L BOJORQUEZ		Street Address: 82768 JAMESTOWN AVE		
Account Name: JOSE L BOJORQUEZ		State: CA	Zip: 92201-5922	Country: USA
City: INDIO	ID Issuer: CA	ID Number: a6732438	ID Issue Date: 02/24/2023	Daytime Phone: 442-456-1210
Primary ID Type: Driver's License	ID Issuer:	ID Number:	ID Issue Date:	ID Exp: 04/14/2028
Secondary ID Type:	ID Issuer:	ID Number:	ID Issue Date:	ID Exp:
Comments:				

Wire Transfer Information

Request Date: 04/13/2023	Request time: 02:06:45PM Eastern time	Effective date: 04/13/2023	Wire Type: Domestic
Debit Account #: XXXXXX8722	Debit Account Type: CHASE SAVINGS	Wire Amount (US dollars): \$2,000.00	
Qualifying Account #:	Qualifying Account type:	Source of Funds: Savings	Wire Fee: \$35.00
Currency type to be sent: US Dollars	Exchange rate: N/A	Foreign currency amount: N/A	Amount to Collect (USD): \$2,035.00
FX Contract Number:			

Recipient Account Information

Account Name: Title Connect, Inc. Trust Account		Account Number: 1077717581		
Street Address:		City:	State:	Zip:
Text to Recipient: reference: APN# 723211003 R81 property# 759453 asset number# 026187-01		Country:		

Receiving Bank Information

Bank Name: PNC Bank National Association		Bank ABA/SWIFT Code: 043000096		
Street Address: 242 N Broadnax St		City: Dadeville	State: AL	Zip: 36853-1305
Intermediary Bank Name:		Country: USA		
Street Address:		Intermediary Bank ABA:		
Text to Receiving Bank:		City:	State:	Zip:
		Country:		

From: Marissa Viti <mviti@mortgageconnectlp.com>
Sent: Thursday, April 13, 2023 2:13 PM
To: Dana Webb <Dana.Webb@covius.com>
Subject: RE: Deposit Confirmation Request: 759453 / Asset # 026187-01: Apn 723211003 , Mecca, CA 92254

[EXTERNAL EMAIL from outside the organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. Never give out your user ID or password.]

Hello,
Our disbursement team just confirmed it has been received.
It is being applied to the order now.
Thank you

Marissa Viti
Director, REO Closing Operations
Mortgage Connect
600 Clubhouse Drive
Moon Township, PA 15108
Phone: (866) 789-1814
Auto Attendant: (855) 595-3563 x22891
Fax: (866) 789-1845

mviti@MortgageConnectLP.com
<https://www.MortgageConnectLP.com>



This e-mail may contain data that is confidential, proprietary or non-public personal information, as that term is defined in the Gramm-Leach-Bliley Act (collectively, Confidential Information). The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information. By accepting and reviewing the Confidential information, you agree to indemnify us against any losses or expenses, including attorney's fees that we may incur as a result of any unauthorized use or disclosure of this data due to your acts or omissions. If a party other than the intended recipient receives this e-mail, he or she is requested to instantly notify us of the erroneous delivery and return to us all data so delivered.

WARNING! - WIRE FRAUD ADVISORY
MORTGAGE CONNECT DOES NOT ALTER ITS WIRING INSTRUCTIONS. IF YOU RECEIVE NEW WIRE INSTRUCTIONS ON THIS CLOSING, PLEASE NOTIFY YOUR MORTGAGE CONNECT REPRESENTATIVE IMMEDIATELY VIA PHONE ONLY TO CONFIRM.
DO NOT RESPOND TO THE EMAIL THAT PROVIDED THE NEW INSTRUCTIONS.

From: Dana.Webb=covius.com@realtybid.com <Dana.Webb=covius.com@realtybid.com> **On Behalf Of** Dana.Webb@covius.com
Sent: Thursday, April 13, 2023 3:05 PM
To: Marissa Viti <mviti@mortgageconnectlp.com>
Subject: Deposit Confirmation Request: 759453 / Asset # 026187-01: Apn 723211003 , Mecca, CA 92254

[EXTERNAL EMAIL from outside the organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. Never give out your user ID or password.]

Marissa:

The buyer, Jose Luis Bojorquez, of the subject file property has indicated that \$2,000.00 has been wired directly to your office. Please check your records and advise if the deposit has been received at your office. I reminded them twice to put the order number on the wire but they did not. I apologize. I have attached the wire transfer receipt if it helps.

Thank you,



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 - 2051

March 09, 2023 through April 10, 2023

Account Number:

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-800-935-9935
 Para Espanol: 1-877-312-4273
 International Calls: 1-713-262-1679
 We accept operator relay calls

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 JOSE L BOJORQUEZ
 82768 JAMESTOWN AVE
 INDIO CA 92201-5922



Good news — we've eliminated two fees

We're no longer charging the

- **Deposited Item Returned or Cashed Check Returned Fee** — This was a \$12 fee we charged if an item you deposited or cashed was returned unpaid. We stopped charging this fee as of December 1, 2022.
- **Savings Withdrawal Limit Fee** — This was a \$5 fee we charged for each withdrawal or transfer (over six) out of a Chase savings account in a monthly statement period, maximum of three fees per monthly statement period. We stopped charging this fee as of March 19, 2023.

We're also changing the name Insufficient Funds Fee to Overdraft Fee. There are no changes to how and when we charge this fee or the ways to avoid this fee.

As we update and remove references to these three fees, you may continue to see them listed in the Chase Mobile® app¹, on chase.com and in other materials.

If you have any questions, please call us at the number listed on this statement. We accept operator relay calls.

¹Chase Mobile® app is available for select mobile devices. Message and data rates may apply.

SAVINGS SUMMARY		Chase Savings
	AMOUNT	
Beginning Balance	\$125,851.66	
Deposits and Additions	1.07	
Other Withdrawals	-10,000.00	
Ending Balance	\$115,852.73	
Annual Percentage Yield Earned This Period	0.01%	
Interest Paid This Period	\$1.07	
Interest Paid Year-to-Date	\$5.45	



OFAC

Office of Foreign Assets Control

Sanctions List Search

Specially Designated Nationals and Blocked Persons list ("SDN List") and all other sanctions lists administered by OFAC, including the Foreign Sanctions Evaders List, the Non-SDN Iran Sanctions Act List, the Sectoral Sanctions Identifications List, the List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions and the Non-SDN Palestinian Legislative Council List. Given the number of lists that now reside in the Sanctions List Search tool, it is strongly recommended that users pay close attention to the program codes associated with each returned record. These program codes indicate how a true hit on a returned value should be treated. The Sanctions List Search tool uses approximate string matching to identify possible matches between word or character strings as entered into Sanctions List Search, and any name or name component as it appears on the SDN List and/or the various other sanctions lists. Sanctions List Search has a slider-bar that may be used to set a threshold (i.e., a confidence rating) for the closeness of any potential match returned as a result of a user's search. Sanctions List Search will detect certain misspellings or other incorrectly entered text, and will return near, or proximate, matches, based on the confidence rating set by the user via the slider-bar. OFAC does not provide recommendations with regard to the appropriateness of any specific confidence rating. Sanctions List Search is one tool offered to assist users in utilizing the SDN List and/or the various other sanctions lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The use of Sanctions List Search does not limit any criminal or civil liability for any act undertaken as a result of, or in reliance on, such use.

[Download the SDN List](#)

[Sanctions List Search: Rules for use](#)

[Visit The OFAC Website](#)

[Download the Consolidated Non-SDN List](#)

[Program Code Key](#)

Lookup 📄

Type:	<input type="text" value="All"/>	Address:	<input type="text"/>
Name:	<input type="text" value="Jose Luis Bojorquez"/>	City:	<input type="text"/>
ID # / Digital Currency Address:	<input type="text"/>	State/Province:*	<input type="text" value="CA"/>
Program:	<input type="text" value="All"/> 561-Related BALKANS BALKANS-EO14033	Country:	<input type="text" value="All"/>
Minimum Name Score:	<input type="text" value="100"/>	List:	<input type="text" value="All"/>
		<input type="button" value="Search"/>	<input type="button" value="Reset"/>

Lookup Results: 0 Found 📄

Name	Address	Type	Program(s)	List	Score ▼
Your search has not returned any results.					



**PURCHASE AGREEMENT FOR REAL ESTATE
RBI Property No. 759453**

This is a legally binding contract; if not understood, seek competent legal advice.

Seller: Shriners Hospitals for Children and Rancho Bernardo Community Presbyterian Church

RLM

Buyer: Jose Luis Bojorquez
82768 Jamestown Ave
Indio CA 92201

Day Phone:
Evening Phone:
Cell Phone:
Fax:

TMC

Seller Asset #: 026187-01

Property Address: Apn 723211003 , Mecca, CA 92254

(together with all improvements thereon, the "property")

Purchase Price: \$30,000.00

Deposit: \$2,000.00

Closing Date: On or Before: 05-01-2023

Internet Marketing Firm: (Third Party to This Transaction, Does Not Represent Seller or Buyer)

RealtyBid.com

Phone: 1-877-518-5600

3225 Rainbow Drive, Suite 248B

Fax: 1-256-664-4304

Rainbow City, AL 35906

SELLER REPRESENTATIVES

Seller's Title/Closing Agency:

Mortgage Connect
Marissa
600 Clubhouse Dr
Moon Township, 15108
Phone: 8555953563

Seller's Asset Management Co:

Phone:

Asset Management Commission:

Seller's Listing Agency:

Desert Sands Realty
Veronica Perez
78000 Fred Waring Dr Suite 205
Palm Desert, 92211
Phone: 7603967737

Listing Agency Commission:

2.5% or \$1000 minimum minus
\$185 technology fee

BUYER REPRESENTATIVES

Buyer's Title/Closing Agency:

Phone:

Buyer's Lender:

None - Cash Transaction

Phone:

Buyer's Agency:

Desert Sands Realty
Laura Arellano
78000 Fred Waring Dr. Suite 205
Palm Desert, CA 92211
Phone: 7606684564

Buyer's Agency Commission:

2.5% or \$1000 minimum minus
\$150 offer fee