IMPERIAL IRRIGATION DISTRICT
RESOLUTION NO. 24-2024

SALE OF VACANT FARM LAND TO COUNTY OF IMPERIAL

WHEREAS, the Imperial Irrigation District ("IID") is the fee owner of 55.90 acres of real property with Assessor's Parcel Number 021-200-005-000 located in the unincorporated area of Imperial County, California, and described in Exhibit "A," attached hereto and incorporated by this reference (the "Property"), and geographically depicted in Exhibit "B"; and

WHEREAS, the County of Imperial (the "County"), a local agency, operates a sewer treatment facility which lies adjacent to the Property. The sewer treatment facility requires expansion and upgrades to address regulatory compliance issues (the "Project"); and

WHEREAS, the Property has predominantly clay soil with a limited farm history that has been previously used to grow wildlife cover crops, however it is not currently being used for any production, or other use by IID. The Property was declared surplus by Resolution No. 13-2006 adopted on July 25, 2006, and exempt surplus land by Resolution No. 24-2023 adopted on July 6, 2023; and

WHEREAS, the County has offered to purchase the Property for the sum of $180,090; and IID desires to sell the Property for the stated sum, and subject to the terms of a Purchase and Sale Agreement; and

WHEREAS, IID reserves all rights and easements necessary for IID's facilities and interests in, on or under the Property as part of the terms and conditions of the sale; and

WHEREAS, all costs associated with the transfer of this property will be borne by County.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Water Code section 22500, *et seq.*, the IID Board of Directors hereby finds the following:
    a. The Property is no longer necessary for present or prospective IID uses or purposes; and
    b. The terms and conditions of the sale of the Property is in the best interest of IID.

2. That the IID Board of Directors approves the Purchase and Sale Agreement and authorizes the sale of the Property in the amount of $180,090.

3. This Resolution is effective upon its adoption.

BE IT FURTHER RESOLVED that the IID Board of Directors authorizes the Real Estate Section to carry out all necessary steps to effectuate the completion of the sale.

PASSED AND ADOPTED this 6th day of August, 2024.

IMPERIAL IRRIGATION DISTRICT

Chairman

Secretary

Electronically Recorded in Official Records,
IMPERIAL COUNTY

CHUCK STOREY
COUNTY CLERK-RECORDER

0018 SIMPLIFILE LLC

09/18/2024
09:05 AM
AL

Recording requested by (name):

Chicago Title Company

When recorded mail to and mail tax statements to:

County of Imperial

940 Main Street, Suite 208

El Centro, CA 92243

Doc#: **2024014725**

Titles: 1 Pages: 10

Fees NO FEE

* $ R 0 0 0 0 5 8 0 4 6 1 $ *

Recorder's Use Only

Grant Deed

Title of Document

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

Reason for Exemption:

☐ Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.

☐ Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

☐ Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).

■ Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.

☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of $225.00 reached.

☐ Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this 17th day of September, 2024 at El Centro (CITY), CA (STATE).

Tarilyn Cobb
SIGNATURE

Tarilyn Cobb
PRINT NAME

Documentary Transfer Tax: $-0- If exempt, enter R&T code: 11922

____ Computed on full value of the property conveyed

____ Computed on full value less liens & encumbrances remaining thereon at time of sale.

_X_ Unincorporated Area, City of _____

Tarilyn Cobb
Signature of declarant or agent determining tax

MAIL TAX STATEMENT AS DIRECTED ABOVE

Recording Requested By
Department of Public Works
County of Imperial

And When Recorded Mail To:
Clerk of the Board of Supervisors
County of Imperial
940 West Main Street, Suite 212
El Centro, CA 92243

APN: 021-200-005-000 (portion)

Space Above This Line For Recorder's Use

Documentary Transfer Tax $ -0- R & T 11922
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value less liens and encumbrances remaining thereon at time of sale

Stacy Benner
Signature of Declarant or Agent Determining Tax - Firm Name

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

IMPERIAL IRRIGATION DISTRICT, a California Irrigation District (**"Grantor"**),

hereby GRANTS to **COUNTY OF IMPERIAL**, a political subdivision of the state of California (**"Grantee"**),

that certain Real Property (**"Property"**) in the County of Imperial, State of California, which is more particularly described on Exhibit "A" attached hereto. The property rights conveyed by, and reserved in favor of, Grantor are particularly described as set forth in Exhibits "A" and "C" and depicted in Exhibits "B" and "D." Said exhibits are made a part hereof by reference.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed as of the 08 day of August, 2024.

IMPERIAL IRRIGATION DISTRICT

By: _____
Name: Alex Cardenas
Title: Chairman

APPROVED AS TO FORM:

By: _____
Name: Geoffrey P. Holbrook
Title: General Counsel

ATTEST:

By: _____
Name: Raquel Najera
Title: Secretary to the Board of Directors

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code §1189

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

State of California)
) ss.
County of Imperial)

On 08/08/2024, before me, G. Mendoza, Notary Public, personally appeared Alex Cardenas, 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

G. MENDOZA
COMM. # 2409892
NOTARY PUBLIC • CALIFORNIA
IMPERIAL COUNTY
Comm. Exp. JULY 4, 2026

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant Deed dated August 8, 2024 from the Imperial Irrigation District to the County of Imperial, a political organization and/or government agency is hereby accepted by the undersigned officer on behalf of the Imperial County Board of Supervisors pursuant to authority conferred by resolution of the Imperial County Board of Supervisors adopted on July 2, 2024 and the grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF IMPERIAL

BY: _____ DATED: 9/13/24

Miguel Figueroa
County Executive Officer of Imperial County

ACKNOWLEDGEMENT

A notary public or public 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
BOARD OF SUPERVISORS
COUNTY OF IMPERIAL

} SS

On **September 13, 2024,** before me, **Blanca Acosta, Clerk of the Board of Supervisors** personally appeared **Miguel Figueroa** 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:

Blanca Acosta, Clerk of the Board
County of Imperial, State of California

EXHIBIT "A"

Legal Description of the Real Property Transferred

The North 925.00 feet of the Southeast Quarter of Section 8, Township 11 South, Range 14 East, S.B.M., in the County of Imperial, State of California.

EXCEPTING THEREFROM one-half of all mineral rights as reserved by Dearborn Farm, LTD., in deed Recorded August 31, 1977 as File No. 20, in Book 1405, Page 1107, Official Records.

Grantor reserves and specifically excludes from the Property transferred to Grantee the following ("**Reservations**"):

(a) All Oil, Gas and Mineral Resources. All of Grantor's right, title and interest in all minerals ordinarily and naturally considered a mineral in the State of California, on or below the surface of the Property, regardless of the depth such minerals are found, of whatever nature of description, kind or character, and whether occurring in solid, liquid, vaporous or other and different forms, including, without limitation: (i) all sand, gravel, aggregate or scoria on the surface of the Property, (ii) all Geothermal Resources (defined below), and oil, oil shale, gas, hydrocarbons (including hydrocarbon gases and other hydrocarbon substances) and non-hydrocarbon gases and other hydrocarbon substances, natural gas, brine, magnesium, zinc, phosphorous, uranium, sulfur, lignite, phosphate, sodium, coal, gold, silver, copper, lithium and all other metallic ore or metallic minerals on or below the surface of the Property (collectively "**OGM**"), and all attendant rights, title and interests associated with Grantor's ownership of the mineral estate fee interest of the Property, including easement rights for reasonable surface entry, access and exploration, development, extraction and production of the OGM. "**Geothermal Resources**" for the purpose of this Grant Deed shall mean geothermal resources as defined in Section 6903 of the California Public Resources Code, which is the natural heat of the earth, the energy, in whatever form, below the surface of the earth present in, resulting from, or created by, or which may be extracted from, such natural heat, and all minerals in solution or other products obtained from naturally heated fluids, brines, associated gases, and steam, in whatever form, found below the surface of the earth, and shall include: (i) all products of geothermal processes, including indigenous steam, hot water, hot brines, steam and other gases, hot water and hot brines result from water, gas, or other fluids artificially introduced into subsurface formations, heat or other associated energy found beneath the surface of the earth, and (ii) water from geopressured zones, well effluent and any Minerals (which "minerals" include metals and lithium compounds) or other materials, (such Minerals and materials collectively "**By-Products**") contained in the well effluent or otherwise found in solution or in association with any of the foregoing Geothermal Resources, including but not limited to helium, but excluding oil, natural gas, other hydrocarbon gasses and other hydrocarbon substances, and also excluding any water or water resources not obtained from condensation of any of the foregoing Geothermal Resources. For purposes of this definition, "Minerals shall mean minerals, including metals and lithium compounds, which are all in Geothermal Resources. This Reservation shall be construed to sever from the surface all substances presently valuable in themselves, apart from the soil, whether their presence is known or not, whether extraction or removal damages the surface or not, and all substances which become valuable through development of the arts and sciences, and that nothing presently or prospectively valuable as extracted substances would be intended to be excluded from the mineral estate.

(b) Water Rights. All of Grantors rights, title and interests in all surface and groundwater water rights in, on, under, appurtenant to or associated with the Property (including bot not limited to any water or water resource not obtained from condensation of any of the foregoing Geothermal Resources), whether owned or held by Grantor or by virtue of Grantor owning fee title to the Property or by virtue of Grantor being an irrigation district and any other water rights or interests of any kind or nature whatsoever in the Property, including but not limited to the right to produce groundwater, whether by ownership or pursuant to a lease of, license, to supply agreement for or water of groundwater rights held by a third party ("**Water Rights**").

(c) Imperial Irrigation District ("IID") Facilities. Grantor hereby reserves all of Grantor' rights, title and interest in all IID Facilities and any permits, entitlements, governmental approvals, certificates of occupancy, licenses, or other forms of authorization or approval regarding the IID Facilities, issued to Grantor by a government agency or authority and legally required for the development construction, ownership, operation, and use of the IID Facilities. "**IID Facilities**" shall mean all of Grantors facilities currently located on, under or about the Property, including but not limited to checks, gates, pipes, drain boxes, siphons, drainage systems, poles, transmission and distribution lines, transforms, appurtenances thereto and anything incident to or related in any with the distribution and/or transmission of energy, communications or water, for all uses and purposes; (ii) irrigation and drainage channels and related berms, banks and access roads for the purposes of operations and maintenance of said infrastructure, which enter onto the Property, sometimes in a distinct terminable area; and (iii) anything incident to or related in any way with the foregoing facilities for Grantor's water uses and purposes.

(d) Easements. Grantor expressly reserves the following easements ("IID Easements"): (i) the easements and rights of way of every kind or nature, including but not limited to, express, prescriptive, merged or implied easements, easements and rights of way as existed before or after Grantor acquired title, as used by Grantor, as created by Grantor, or as reserved by Grantor, and whether of record or not, as set forth below (collectively, the "**Reserved Easements**") as set forth in Exhibit "C" to this Grant Deed and attached hereto and made a part hereof.

As for the Reserved Easements set forth above, nothing herein shall be construed as establishing an intent that the Reserved Easements were merged into Grantor's fee interest in the Property; rather, Grantor hereby declares that the Reserved Easements were not subject to merger.

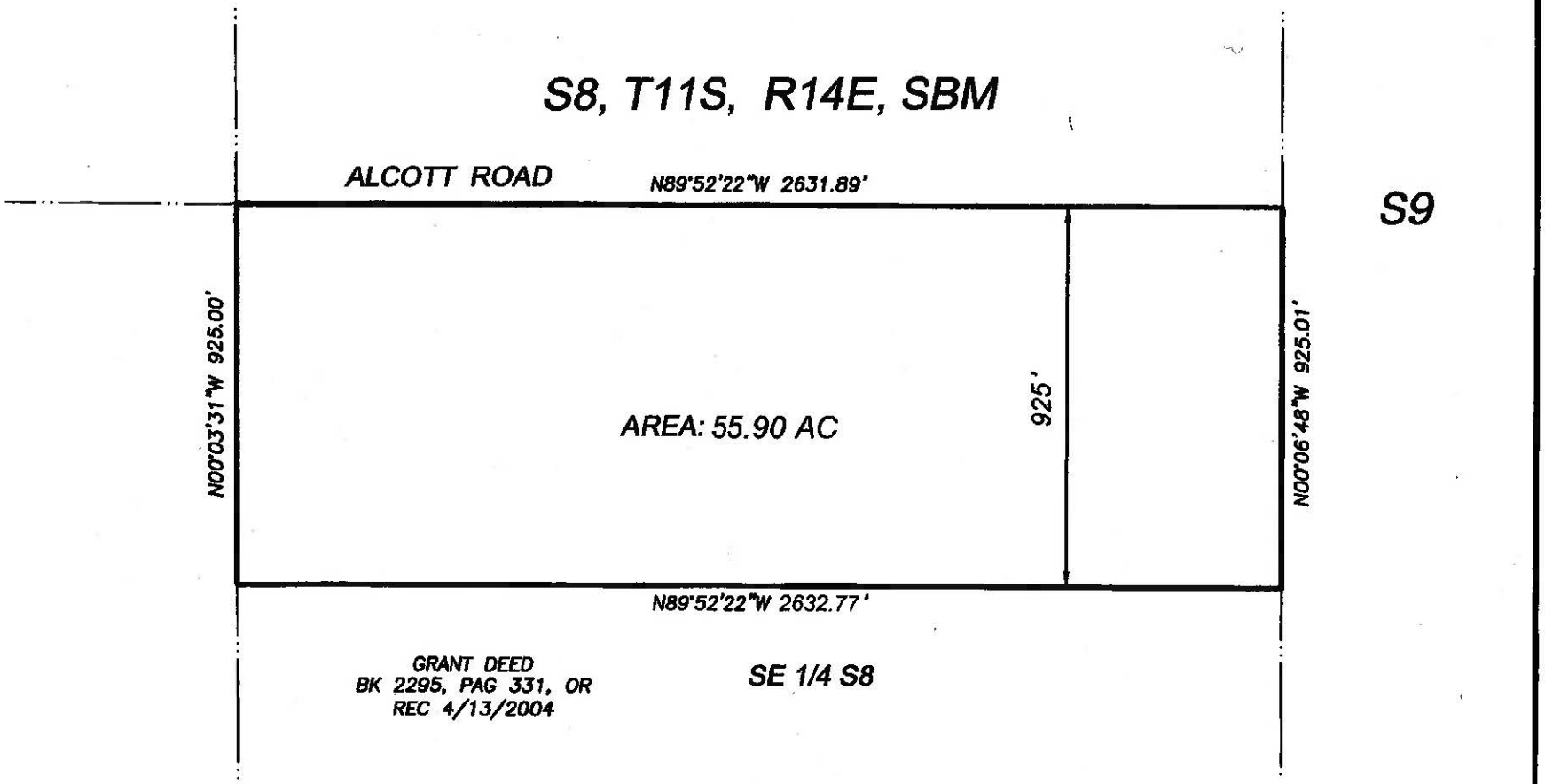
(e) Matters of Record. Grantee expressly takes title SUBJECT TO all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, and title matters of record or visible from an on-site inspection of the Real Property, and all matters which an accurate survey of the Real Property would disclose.

THG NOS. 1212.001
542.089

EXHIBIT "B"

PLAT

SHEET 1 OF 1



REGISTERED PROFESSIONAL ENGINEER
JAMES G. HOLT
No. 31773
Exp. 12-31-24
CIVIL
STATE OF CALIFORNIA

SCALE: 1" = 400'

The Holt Group, Inc.
ENGINEERING PLANNING SURVEYING
201 E. Hobsonway, Blythe, CA. 92225
Phone: (760) 922-4658 Fax: (760) 922-4660
1601 N. Imperial Ave., El Centro, CA. 92243
Phone: (760) 337-3883 Fax: (760) 337-5997

DATE: 05/28/2024

EXHIBIT "C"

Reserved Easements Description

Grantor hereby reserves the following interests in the Property:

Said parcels of land situated in Township 11 South, Range 14 East, S.B.M., and described as follows:

1. R Lateral Canal:
   That portion of the Southeast Quarter of Section 8, lying south of a line which is parallel with and Thirty Five (35) feet south of the center line of the R Lateral Canal as now constructed across the north side of said described property.

2. Facility Ingress and Egress:
   The East Fifty (50) feet, and the West Fifty (50) feet of the North 925.00 feet of the Southeast Quarter of Section 8.

All rights reserved were established in deeds recorded as follows:

a. Grant of Right of Way between Imperial Water Company Number Three and James D. Buchan, recorded August 17, 1914 in Book 89, Page 10 of Deeds of Imperial County, California; and
b. Grant of Right of Way between Imperial Water Company Number Three and W.L. Miner, recorded April 15, 1915 in Book 95, Page 306 of Deeds of Imperial County, California; and
c. Quitclaim Deed between Imperial Water Company Number Three and James D. Buchan, recorded June 9, 1923 in Book 211, Page 61 of Deeds of Imperial County, California; and
d. Quitclaim Deed between Imperial Water Company Number Three and William L. Miner, recorded June 9, 1923 in Book 211, Page 193 of Deeds of Imperial County, California; and
e. Grant of Right of Way between Imperial Water Company Number Three and James D. Buchan, recorded June 25, 1923 in Book 211, Page 331 of Deeds of Imperial County, California; and
f. Quitclaim Deed between Imperial Irrigation District and William T. Fowler recorded May 20, 1942 in Book 587, Page 421 of Official Records of Imperial County, California; and
g. Right-of-Way Deed between Imperial Irrigation District and William T. Fowler recorded June 4, 1942 in Book 587, Page 536 Official Records of Imperial County, California.

EXHIBIT "D"

Reserved Easements Depiction