

## IMPERIAL IRRIGATION DISTRICT RESOLUTION NO. 14-2022

**WHEREAS**, the Imperial Irrigation District (“IID”) owns a right-of-way easement for an open-channel drain referred to as the Redwood 9 Drain, which were recorded August 26, 1939 in Book 834, Page 186 of the Official Records of Imperial County; and

**WHEREAS**, Osterkamp Farms, a California Corporation is the landowner of property identified as Assessor Parcel No. 040-400-010-000 (the “Property”); and

**WHEREAS**, the portion of the drain covered by the aforementioned IID easement runs along the Property and is located in the west half of Tract 62, in Township 14 South, Range 14/15 East; and

**WHEREAS**, Osterkamp Farms has requested IID relinquish and quitclaim a portion of said easement to allow Osterkamp Farms to proceed with a new tail water recovery system and reservoir at their expense; and

**WHEREAS**, Water and Energy Department staff reviewed the requested relinquishment of said easement and determined that, with exception of the west 230 feet and north 40 feet of said right-of-way, the easement is no longer necessary for district purposes. The excepted area will allow IID to maintain the remainder portion of Redwood 9 Drain. Additionally, Osterkamp Farms agrees to assume all future maintenance responsibility for this portion of the drain; and

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. Pursuant to Water Code sections 22500, et seq., the IID Board of Directors hereby finds that the requested portion of the easement is no longer necessary for present or prospective IID purposes and that the quitclaim of the applicable portion of the right-of-way easement is in the best interest of IID because Osterkamp Farms will agree via a drain abandonment agreement with IID to assume all future maintenance and responsibility for the drain, and
2. The Imperial Irrigation District Board of Directors approves and authorizes the execution and recordation of the drain abandonment agreement and quitclaim deed, each of which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 3<sup>rd</sup> day of May, 2022.

**IMPERIAL IRRIGATION DISTRICT**



  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

## DRAIN ABANDONMENT AGREEMENT

This Drain Abandonment Agreement ("Agreement") is hereby entered into, MAY 19 2022, by and between, the Imperial Irrigation District, a California irrigation district established under the Irrigation District Law (Water Code §§20500, *et seq.*) hereinafter referred to as "District" and Osterkamp Farms, a California Corporation, hereinafter referred to as "Owner."

### Recitals

WHEREAS, District operates and maintains the Redwood 9 Drain, (the "Drain"), which includes a portion that runs along the northerly side of the Owner's property, being that west half of Tract 62, Township 14 South, Range 14/15 East, SBM (the "Property").

WHEREAS, Owner has requested the District abandon and relinquish all ownership and interest to that portion of the Drain located on the Property.

WHEREAS, District has reviewed owner's request and determined that it desires to comply with Owner's request under the terms and conditions as set forth in this Agreement.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

The District abandons to Owner, and Owner accepts, all necessary portions of the Drain within those portions of the right-of-way of record for the Redwood 9 Drain that runs along said property, with the exception of.

1. the west 230 feet and north 40 feet of the north 80 feet of the West half of Tract 62, Township 14 South, Range 14/15 East, SBM.
2. In the event Owner desires to relinquish the Drain back to District, and if District accepts the Drain, Owner shall execute the necessary easements and bear all costs associated with returning the Drain to District operation standards.
3. Owner acknowledges that by signing this Agreement, it shall assume full responsibility for the Drain and expressly releases the District from any claims related thereto. Owner agrees to defend, indemnify, and hold harmless the District from any and all claims related to the Drain excepting only those arising out of the sole negligence or willful misconduct of the District.

**IMPERIAL IRRIGATION DISTRICT**

By James C. Hank  
President

By Roguel Nesepe  
Secretary

**OSTERKAMP FARMS, A CALIFORNIA CORPORATION**

By \_\_\_\_\_

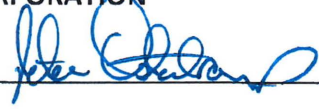
By \_\_\_\_\_

**IMPERIAL IRRIGATION DISTRICT**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

**OSTERKAMP FARMS, A CALIFORNIA CORPORATION**

By  \_\_\_\_\_

By \_\_\_\_\_

Recording Requested By:  
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District  
Attn: Real Estate Section  
P.O. Box 937  
Imperial, CA 92251

IID-907A

Space Above This Line For Recorder's Use

APN: 040-400-010-000

Documentary Transfer Tax \$ R&T §11911

\_\_\_\_ Computed on Full Value of Property conveyed, or  
\_\_\_\_ Computed on Full Value less liens and encumbrances  
Remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

### Quitclaim Deed

IMPERIAL IRRIGATION DISTRICT, pursuant to and by authority of a resolution of its Board of Directors on May 3, 2022, and entered upon the minutes of said Board, for valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to Osterkamp Farms, a California Corporation, the portion of the right-of-way easement located on the real property with Assessor's Parcel Number 040-400-010-000 and described as follows:

The north 80 feet of the West half of Tract 62, Township 14 South, Range 14/15 East, S.B.M in the certain right-of-way deed granted to the Imperial Irrigation District by deed recorded August 26, 1939 in Book 834, Page 186, of Official Records on file in the Office of the Imperial County Recorder, EXCEPT the West 230 feet and North 40 feet of North 80 feet of the West half of Tract 62.

COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

WITNESS our hands this 3 day of May, 2022.

IMPERIAL IRRIGATION DISTRICT

James C. Hanks  
President - James C. Hanks

Raquel Najera  
Secretary - Raquel Najera

## ACKNOWLEDGMENT

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 IMPERIAL )

On MAY 19, 2022 before me, ERIN GARCIA, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared PETER OSTERKAMP \_\_\_\_\_  
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 *Erin Garcia* (Seal)

