



## IMPERIAL IRRIGATION DISTRICT RESOLUTION NO. 15-2022

**WHEREAS**, Imperial Irrigation District ("IID") owns three right-of-way easements for an open-channel drain referred to as the McKim Drain which were dated February 23, 1929 as filed in the office of the Imperial Irrigation District Real Estate Section (easement No. 1), recorded January 14, 1932 in Book 528, Page 15 (easement No. 2), and recorded June 27, 1945 in book 642, page 92 of the Official Records of Imperial County (easement No. 3); and

**WHEREAS**, Osterkamp Farms is the landowner of the property identified as Assessor Parcel No. 045-010-063-000 (the "Property"); and

**WHEREAS**, the portion of the drain covered by the aforementioned IID easements runs along the Property and is located in those portions of the north half of Tract 60 and the south half of Tract 62, Township 15 South, Range 15 East; and

**WHEREAS**, Osterkamp Farms has requested IID relinquish and quitclaim portions of the subject easements in order 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. Additionally, Osterkamp Farms agrees to assume all future maintenance responsibility for this portion of the drain.

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

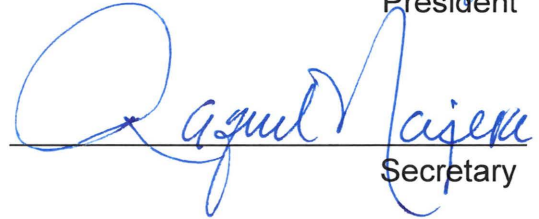
1. Pursuant to Water Code sections 22500, et seq., the Imperial Irrigation District Board of Directors hereby finds that the easements are no longer necessary for present or prospective district purposes and that the quitclaim of the applicable portion of the three right-of-way easements is in the best interests of the Imperial Irrigation District, given the drain serves only Osterkamp Farms property and Osterkamp Farms will agree, via a drain abandonment agreement with the IID, to assume all future maintenance 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, 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 <sup>MAY 19</sup> 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 McKim Drain (the "Drain"), which includes a portion that runs along the westerly side of the Owner's property, being that portion of the south half of Tract 62, Township 15 South, Range 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 McKim Drain that runs along said property, with the exception of

1. the portion of Right of Way easements lying within the south 40 feet of the north 65 feet of the west 80 feet of said south half of Tract 62. It is expressly understood that the centerline of said south 40 feet is the Kim Drain pipeline centerline crossing James Road with easterly prolongation to the east line of said IID Right of Way recorded June 27, 1945 in book 642, page 92 of Official Records of Imperial County.
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. Hawks  
President

By Roguel Najera  
Secretary

**OSTERKAMP FARMS, A CALIFORNIA CORPORATION**

By \_\_\_\_\_

By \_\_\_\_\_


**IMPERIAL IRRIGATION DISTRICT**

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

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

By \_\_\_\_\_

**OSTERKAMP FARMS, A CALIFORNIA  
CORPORATION**

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: 045-010-063-000

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 those certain right-of-way easements located on the real property with Assessor's Parcel Number 045-010-063-000 and described as follows:

Those portions of the north half of Tract 60 and the south half of Tract 62, lying within a strip of land eighty (80) feet in width, and those portions of the north half of Tract 62 and the south 40 feet of Tract 63 lying within a strip of land sixty (60) feet in width, Township 15 South, Range 15 East, San Bernardino Meridian, adjacent to the west line of said Tracts, in the certain right-of-way deeds granted to the Imperial Irrigation District, lying eighty (80) feet west of said tract, in the certain right-of-way deeds granted to the Imperial Irrigation District, more particularly described as follows:

1. Right of way deed dated February 23, 1929 as filed in the office of the Imperial Irrigation District Real Estate Section.
2. Right of way deed recorded January 14, 1932 in book 528, page 15, of Official Records on file in the office of the County Recorder of Imperial County.
3. Right of way deed recorded June 27, 1945 in book 642, page 92, of Official Records on file in the office of the County Recorder of Imperial County.

EXCEPT the portion of Right of Way easements lying within the south 40 feet of the north 65 feet of the west 80 feet of said south half of Tract 62. It is expressly understood that the centerline of said south 40 feet is the Kim Drain pipeline centerline crossing James Road with an easterly prolongation to the east line of said IID Right of Way signed on May 25, 1945.

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

File: 981

## 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)

