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**AFTER RECORDING, RETURN TO:**

Klamath Irrigation District  
6640 KID Lane  
Klamath Falls OR 97603

**AGREEMENT RESCINDING AGREEMENT FOR RELEASE  
OF WATER AND DRAINAGE RIGHTS**

This Agreement is made effective June 15, 2020 by and between the Klamath Irrigation District ("KID") an Oregon municipal corporation, and Karen Shamhart Trustee of the Chaves Family Revocable Living Trust.

**RECITALS:**

- A. KID is an Oregon municipal corporation and operating pursuant to Oregon Revised Statute Chapter 545.
- B. Chavez Family Revocable Living Trust own land within KID, which can be served with irrigation water from facilities operated and maintained by KID.
- C. In 2016, pursuant to an Agreement for Release of Water and Drainage Rights recorded on May 18, 2016, recording instrument number 2016-005184, Carol J. Chavez owners of the land, entered into an Agreement with KID exempting certain land from the charges of KID for operation and maintenance of KID maintained facilities in Klamath County, Oregon, more particularly described as follows:

A tract of land situate in the NW1/4 of the SW1/4 of Section 33, Township 39 South, Range 9 EWM, and more particularly described as follows: Beginning at a point on The East right of way of the County Road known as the Tingley road from which the SW corner of Section 33, Township 39 South, Range 9 EWM bears West 30.0 feet and South 2527.4 feet distant; thence East 339.94 feet to the Northwesterly right of way of said U.S.R.S. Lateral, 655.77 feet to the East right of way of Tingley Road; thence North 557.89 feet, more or less to the point of beginning; said parcel contains 2.21 acres m/l and is subject to liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and Irrigation rights in connection therewith; rules regulations, liens, assessments, Contracts, rights of way, easements, and any and all obligations created or imposed Upon or affecting said premises by the Klamath Basin Improvement District, a corporation, and reservations and restrictions of record.

And

Commencing at the Southwest corner of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North along the West boundary of said Section 33, 2527.4 feet; thence East, 30.00 feet to the Northwest

corner of that Tract described in Vol. 352, Page 539, of the Deed Records of Klamath County, for the true point of beginning; thence East, along the North boundary of said Tract, 339.94 feet to the Northwestern Right of way of the C-4 Lateral: thence North 31° 42' 30" East along said Lateral boundary, 94.12 feet to a point of curve; thence Northeasterly, 120.47 Feet along the arc of a 118.79-foot radius curve to the right (the long chord bears North 60° 45' 45" East, 115.38 feet); thence South 89° 49' West, 490.08 feet to the East boundary of Tingley Road; thence South, along said road boundary, 134.86 feet to the true point of Beginning, containing 1.20 acres, more or less

In addition, the landowners released, waived, and assigned to KID any rights the real property had to the receipt of irrigation water and other services from KID.

- D. Karen Shamhart Trustee of the Chavez Family Revocable Living Trust now desire to receive the delivery of irrigation water from KID and other services provided by KID and has paid to KID the sum of **\$1340.65** representing payment in full of all operation and maintenance charges and interest that would have been paid by the owners of the subject real property to KID from 2016 to 2020.
- E. KID is willing to enter into this Agreement rescinding the Agreement for Release of Water and Drainage Rights and acknowledges receipt of said payment.

Therefore, the parties agree as follows:

#### **AGREEMENT:**

1. The Agreement for Release of Water and Drainage Rights recorded May 18, 2016, recording instrument number 2016-005184 of the deed records of Klamath County, Oregon, is hereby rescinded.
2. KID acknowledges payment in full of all charges and interest pertaining to the years 2016 through 2020 due and payable from the subject land, which is also described as Klamath County Assessor Tax lot: R-3909-03300-01100.
3. The parties acknowledge that KID filed Claims in the Klamath River Adjudication for water rights for irrigation of the land served by KID. Some Contestants to KID's claim in the Adjudication may assert that the land subject to this Agreement is not entitled to receive irrigation water because it released its right to receive irrigation water from KID. KID agrees that to the extent allowed by law, in the event challenge to the delivery of irrigation water to the subject land is made, KID will exercise all authority it has to transfer irrigation water from other land exempted from assessments to the subject land on a temporary and, then when possible, permanent basis to fully serve the irrigation needs to the subject land. However, Karen Shamhart trustee of the Chavez Family Revocable Living Trust acknowledge that KID cannot and does not warrant delivery of irrigation water or the ultimate issuance of a Water Right Certificate by the State of Oregon for irrigation water for the subject land. Karen Shamhart Trustee of the Chavez Family Revocable Living Trust agree that they will cooperate with KID in executing any documents that may be reasonably needed to perfect a water right for the subject land.
4. Karen Shamhart Trustee of the Chavez Family Revocable Living Trust hereby recognize, ratify, grant, and confirm the existence of all existing rights of KID and the United States affecting

5. Karen Shamhart Trustee of the Chavez Family Revocable Living Trust hereby absolve, waive, and release both KID and the United States from any all claims of liability for any damages or injury to person or property that may have heretofore occurred or that may be occurring in connection with the ownership, operation, and maintenance of the Klamath Reclamation Project.

KAREN SHAMHART TRUSTEE  
% CHAVEZ FAMILY REVOCABLE  
LIVING TRUST

  
\_\_\_\_\_  
Its President

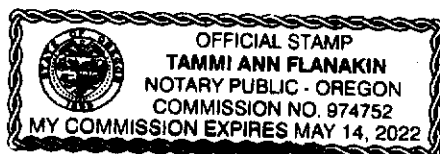
**LIVING TRUST**  
*Karen Shanhart*  
 Karen Shanhart

This instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2020, by Tyrel Kliever, as President, of Klamath Irrigation District.



Jammi Ann Hanaker  
Notary Public for Oregon  
My Commission Expires: 5-14-2022

This instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2020, by Karen Shamah.



Jammi Ann Hanakui  
Notary Public for Oregon  
My Commission Expires: 5-14-2022