

MTG-1396-7085

M05-67096

Klamath County, Oregon

10/21/2005 10:25:49 AM

Pages 8 Fee: \$56.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON PRESENTING THE ATTACHED INSTRUMENT
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording Return To:

Amerititle
300 Klamath Ave
Klamath Falls, OR 97601
Attn: Jean

1. Name(s) of the Transaction(s):

Amendment to Easement

2. Direct Party (Grantor):

Klamath County School District

3. Indirect Party (Grantee):

Aleta Wainwright and Maurice N. Meacham

4. True and Actual Consideration Paid:

AMERITITLE has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

5. Legal Description:

See attached

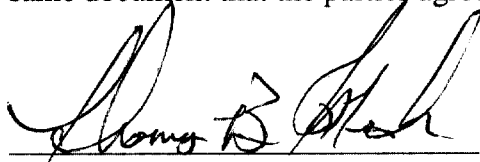
56.00


AMENDMENT TO EASEMENT

This Agreement made this 24th day of August, 2005 by and between the Klamath County School District, Thomas B. Mecham and Lynn F. Cunningham.

William Ganong prepared the attached Amendment to Easement in 1993 and the original has been misplaced prior to recording.

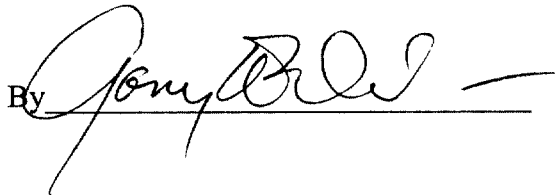
The intent of this instrument is to obtain the signatures of all the parties now involved and to put the terms and provisions of the Amendment to Easement of record. By signatures below the parties hereby acknowledge that the attached amendment is the same document that the parties agreed upon.

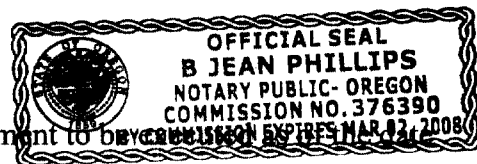

Thomas B. Mecham


Lynn F. Cunningham

Klamath County School District

By 

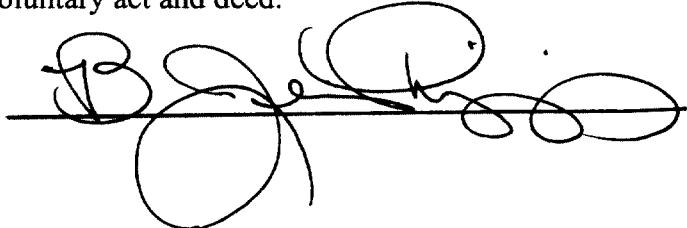
By 



In witness thereof the parties have caused this agreement to be written herein written.

State of Oregon
County of Klamath

This instrument was acknowledged before me on this 24th day of August 2005 by Thomas B. Mecham to be his voluntary act and deed.





In witness thereof the parties have caused this agreement to be executed as of the date herein written.

State of Oregon

County of Klamath

This instrument was acknowledged before me on this 30th day of August, 2005 by Lynn F. Cunningham

Kate Lukkari

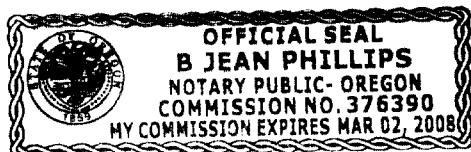
In witness thereof the parties have caused this agreement to be executed as of the date herein written.

State of Oregon

County of Klamath

This instrument was acknowledged before me on this 20th October day of August 2005 by Gary Weldon as Board Chairman of Klamath County School District and by David Davis as Clerk of the Klamath County School District.

B Jean Phillips



AMENDMENT TO EASEMENT

This Agreement is made as of May 13, 1993, by and between the Klamath County School District (KCSD), Aleta Wainright, and Maurice N. Meacham.

RECITALS

1. By Easement dated November 14, 1949, and recorded in Volume 235 at Page 206 of the deed records of Klamath County, Oregon, E. H. Balsiger and Blanche H. Balsiger granted to KCSD an easement for the establishment of a well, pump, pump house, pipeline and accessory equipment on and across real property located in Klamath County, Oregon near KCSD's Henley School complex. Thereafter, the well supplied water to the Henley School complex and to the Balsigers' single family residence.

2. In January, 1977, Aleta Wainright, successor in interest to the Balsigers, desired to divide her property into two parcels and establish a second single family residence thereon. Therefore, Aleta Wainright and KCSD entered into an unrecorded agreement dated January 28, 1977 which amended the KCSD - Balsiger Agreement and granted KCSD an easement for a larger parcel of property at the well site. The legal description of said easement is attached hereto as Exhibit B. In consideration therefore, KCSD agreed to allow Aleta Wainright to connect said second residence to the pipeline providing water from the well to KCSD's Henley School complex. Said Agreement provided further that the Agreement was temporary and that the parties would enter into a formal agreement at a later time.

3. Aleta Wainright now desires to convey the property owned by her, and which is described on Exhibit A hereto, to Maurice N. Meacham, and the parties desire to enter into the formal easement agreement referred in the agreement dated January 28, 1977.

WITNESSETH:

1. In consideration for the agreements of KCSD contained herein, Aleta Wainright and Maurice N. Meacham grant unto the Klamath County School District for the purpose of maintaining a well, pump and pump house and pipeline, and for access to said well, pump, pump house, and pipeline, a perpetual and irrevocable easement over, on and under the real property described on Exhibit B hereto.

2. In consideration for the granting of said easement, KCSD agrees to, at its sole cost, maintain the well, pump house, pumping equipment and the pipeline from the well to the Henley School complex. KCSD further agrees to allow Aleta Wainright, Maurice Meacham and their successors in interest to maintain hookups to said main pipeline for the purpose of providing domestic water to

the two single family residences located on the property described on Exhibit B.

3. Aleta Wainright and Maurice Meacham shall be responsible for the maintenance, repair and replacement of the pipelines from KCSD's main pipeline to the residences owned by Aleta Wainright and Maurice Meacham and served by the water from said pipeline.

4. The quantity of the water furnished hereunder shall be limited to the quantity which may be beneficially used for residential purposes at said two residences.

5. In no event shall any liability accrue against KCSD, its officers, agents and employees for any damage, direct or indirect, arising from KCSD's failure to deliver water under the terms of this agreement as a result of shortage of available water supply, for any reason or cause, contamination of the subject well, or mechanical breakdown or failure of the water supply system.

6. The parties to this agreement mutually covenant and agree that they will not release any pesticides, herbicides, chemicals or other wastes, directly or indirectly, onto the area around the well site which may lead to the contamination or pollution of the subject well. Aleta Wainright and Maurice Meacham, on behalf of themselves and their successors in interest, release KCSD from every claim for damages, direct or indirect, arising by reason of the release of water from said well equipment and pipeline on to or into their land.

7. In the event of the replacement or enlargement of said pipeline, KCSD will restore any fences that are removed or breached to their condition prior to said removal or breach and will level any land disturbed by it.

8. This agreement amends and replaces all prior agreements between the parties and their predecessors in interest. This agreement may be amended only by subsequent written agreement between the parties and executed by their authorized officers.

9. In the event that domestic water becomes available to KCSD's Henley School complex from a municipal or similar water system, KCSD may terminate this agreement and release its rights to this easement and shall thereafter have no further obligation hereunder.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the date first herein written.

ALETA WAINRIGHT

MAURICE N. MEACHAM

KLAMATH COUNTY SCHOOL DISTRICT

Donald C. Rowe
By its Board Chairman

Frank Ellis
By its Clerk

STATE OF OREGON)
) ss
County of Klamath)

 This instrument was acknowledged before me on
_____, 1993, by Aleta Wainright.

NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
) ss
County of Klamath)

 This instrument was acknowledged before me on
_____, 1993, by Maurice N. Meacham

NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
) ss
County of Klamath)

 This instrument was acknowledged before me on May 19,
1993, by Donald C. Rowe, Board Chairman of Klamath
County School District and by Frank Ellis, Clerk
of the Klamath County School District.

Frank Ellis

NOTARY PUBLIC FOR OREGON

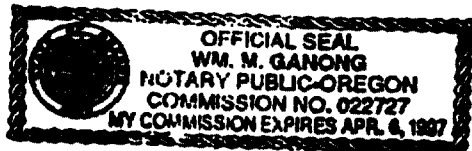


EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 1

Beginning on the North line of County road at a point which is South 1260 feet and South 89 degrees 30' West 593.6 feet from the Northeast corner of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 500 feet; thence South 89 degrees 30' West 131.2 feet to the United States Canal A-7; thence Southeasterly along said canal right of way to the aforesaid County Road; thence North 89 degrees 30' East 43.1 feet along said County road to the point of beginning, being in the Northeast quarter of said Section 25.

PARCEL 2

Beginning at a point on the Northerly right of way line of the County road which lies South 89 degrees 33' West a distance of 647 feet and North 9 degrees 47' West a distance of 30.4 feet from the iron axle which marks the Southeast corner of the NE1/4 of of the NE1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and running thence, continuing North 9 degrees 47' West along the easterly right of way line of the U.S.R.S. Lateral, a distance of 506.6 feet to an iron pin; thence North 89 degrees 33' East a distance of 14.7 feet to an iron pin; thence in a Southeasterly direction a distance of 506.6 feet to a point on the Northerly right of way line of the County road; thence South 89 degrees 33' West along the Northerly right of way line of the County road a distance of 15.5 feet, more or less, to the point of beginning, in the Northeast quarter of the Northeast quarter in Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. (known as Tract K.)

EXCEPTING THEREFROM the Southerly 160 feet thereof (the North boundary thereof to be parallel to Henley Road) as conveyed by instrument recorded January 17, 1975 in Volume M75, page 782, Microfilm Records of Klamath County, Oregon, TOGETHER WITH a perpetual non-exclusive easement for ingress and egress over that portion of the premises on which Klamath County School District presently holds an easement as evidenced by instrument recorded January 5, 1975 in Volume M75, page 782, Microfilm Records of Klamath County, Oregon.

EXHIBIT B

Beginning at the Southwest corner of Lot 7 in the plat of Henley, a subdivision in Klamath County, Oregon; thence North along the West lines of Lots 7, 8 and 9, a distance of 427.6 feet; thence West 37 feet; thence South 84 feet; thence East 17 feet; thence South 343.6 feet to the South line of said Henley; thence East 20 feet to the point of beginning, being a portion of that parcel of land in the plat of Henley marked "not dedicated," also being in the NE 1/2 NE 1/4 of Section 25, Township 39 South, Range 9 E.W.M.