

2023-004859

Klamath County, Oregon



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Fee: \$102.00

After recording, return to:
 Amy N. Barnhouse
 Attorney at Law
 1775 Washburn Way, #110
 Klamath Falls, OR 97603

SHARED WELL WATER AGREEMENT

This Agreement is made this 16th day of JUNE, 2023, between Victor L. Dupuis herein referred to as "Grantor", and April Souttere Penera, Affiant for the Small Estate of August Lee Souttere, Klamath County Case No. 22PB04624, herein referred to as "Grantee".

WHEREAS, Grantor is the owner of property in Klamath County ("Servient Property") described as:

Lots 7, 8, 9, 10, 11 and 12, Block 47 of Oregon Pines, as same as shown on the plat filed June 30, 1969, duly recorded in the office of the County Recorder of Klamath County, Oregon

WHEREAS, Grantees are the owners of property in Klamath County ("Dominant Property") described as:

Lot 6, Block 47 of Oregon Pines, as same as shown on the plat filed June 30, 1969, duly recorded in the office of the County Recorder of Klamath County, Oregon

WHEREAS, there is an existing water well and holding tank located on the above described Servient Property with water supply lines providing water service to the Dominant Property. It is the intention of the parties, for Grantor to grant, and for the Grantees to receive, a right to use water from the well and holding tank for domestic and residential purposes though July 1, 2028. It is the intent of the parties hereto that said properties, shall have equal rights to withdraw water from said well and holding tank for use on the above-described lots and that the owners of each said lot shall pay one-half of the cost of maintaining the said well, holding tank, well casing, pump, pump house and electrical system, and all other costs associated with the maintenance, operation, including sharing costs of fuel used to run the generator operating the well pump, and repair of the well system, hereinafter "the well", excluding the personal lines and systems to the individual properties through the term of this Agreement.

WHEREAS, the purpose of this Agreement is to establish a well and waterline easement for the maintenance, use and repair of: (1) a well and holding tank on the Servient Property which will provide potable water for residential use to the Servient Property and Dominant Property; (2) for waterlines from the well and holding tank, under and across the Servient Property to the Dominant Property until this Agreement is terminated.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the conditions set forth in this instrument:

1) Grantor does hereby grant, sell and convey to Grantees the right to take and use water from the well and holding tank and to convey such water from the well to Grantee's above-described Dominant property shown on Exhibit A by pipe until this Agreement is terminated; and

2) Grantor, his successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of all of the water lines, including the lines serving Grantees' Dominant Property in the locations where they exist on the date of this agreement as shown on Exhibit B on the Servient Property up to the property line shared with the Dominant Property until this Agreement is terminated. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of any water lines located on the Dominant Property.

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, grantees and assigns as follows:

A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantor's said premises in such maintenance, repair and replacement, and shall pay one-half of all future costs of maintenance, repair, replacement and improvement of the well.

B. Grantor, its successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done to Grantee's said premises in such maintenance, repair and replacement, and shall pay one-half of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

C. Grantees' interest in the water from said well is limited to supplying water for domestic and residential use on the Dominant Property only.

D. In the event that any repair or replacement of the well or well casing or one or more of the pipes in the well, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement within thirty (30) days of receiving a billing statement or invoice for such repair or replacement.

E. In the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of the same, the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable as attorneys fees and disbursements provided by law.

F. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith and shall be binding upon the heirs, successors in title and assigns of the parties hereto until this Agreement is terminated.

G. This Agreement shall terminate on July 1, 2028. Upon termination of this Agreement, Grantee shall have no further right to use the well. Grantee shall disconnect their lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

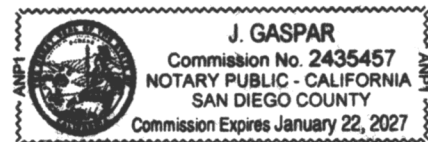
Victor L. Dupuis
Victor L. Dupuis, Grantor

April Souttere Penner
April Souttere Penner, Affiant for the Small Estate
of August Lee Souttere Grantee

STATE OF CALIFORNIA)
) ss.
County of San Diego)

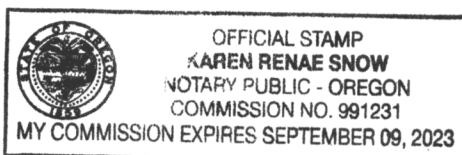
Personally appeared the above-named April Souttere Penner, Affiant for the Small Estate of August Lee Souttere, Klamath County Case No. 22PB04624 and acknowledged the foregoing instrument to be her voluntary act and deed.

J. Gaspar
Notary Public for California
My Commission expires: 1/22/27

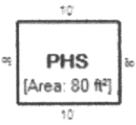
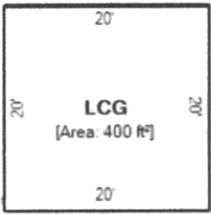
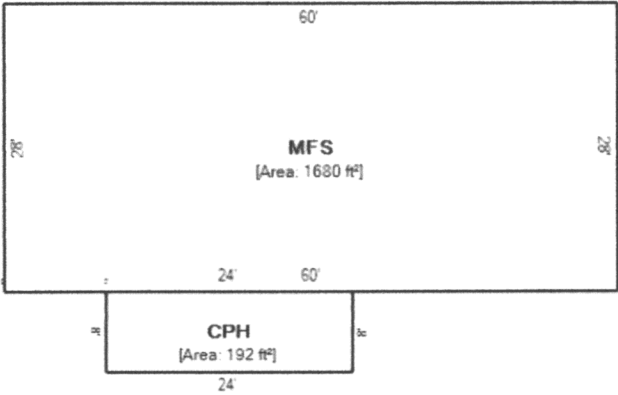
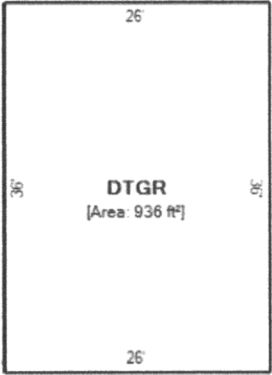


STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named Victor L. Dupuis, and acknowledged the foregoing instrument to be his voluntary act and deed.



Karen Renae Snow
Notary Public for Oregon
My Commission expires: 9-9-2023



Oregon Pines Block 47

Servient Property Lot 12

Holding Tank

Servient Property Lot 11

Servient Property Lot 9

Servient Property Lot 10

Well

Servient Property Lot 8

Servient Property Lot 7

Lot 6
Dominant Property

EXHIBIT B



Search

