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Vol M03 Page 19366**SEPTIC SYSTEM EASEMENT AND AGREEMENT****March 25, 2003****State of Oregon, County of Klamath**  
Recorded 03/31/2003 2:28 p.m.  
Vol M03 Pg 19366-69  
Linda Smith, County Clerk  
Fee \$ 36 # of Pgs 4

Robert and Sharon Houser do hereby grant easement and access to Richard Lee and Judy Orth home located at 335 Houser Land, Lot 1, Block 1 in Klamath County, Oregon, for septic tank located on Lot 2, Block 1 of Houser Lane for the Orth's home. The access will be granted to perform all necessary repairs, replacement and/or maintenance to the existing septic tank and/or replacement system to include but not limited to drain field, septic tank and any other items needed to provide septic use. Richard Lee and Judy Orth will be responsible for all repair and maintenance costs while they are using this system.

Each party warrants and represents to the other that such party has the right to enter into and perform this agreement and covenants that such party shall not default in any obligations related to any liens or encumbrances now or hereafter placed against such party's property so as to impair the other's rights under this agreement.

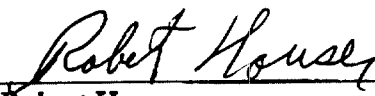
All rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgages (or beneficiaries under a deed of trust). Upon transfer of a party's interest in it's property, by deed or contract, such party shall be relieved of all personal liability for future performance of this agreement.

**CONSIDERATION:** The true and consideration for the rights and interest granted under this agreement is the mutual promises contained herein.

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Richard Lee Orth (buyer)

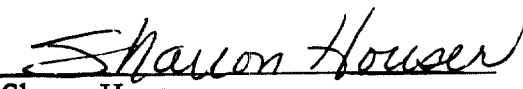
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Robert Houser

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Judy Orth (buyer)

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Sharon Houser

19367

STATE OF OREGON,

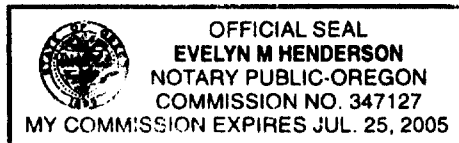
County of Deschutes } ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co. N.  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 26 day of March 2003,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Robert Houser & Sharon Houser

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



Evelyn M Henderson  
Notary Public for Oregon  
My commission expires 7-25-05

19368

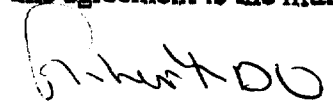
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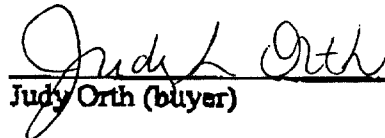
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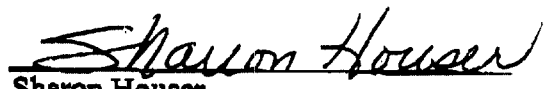
Richard Lee Orth (buyer)



Robert Houser



Judy Orth (buyer)



Sharon Houser

## ALL-PURPOSE NOTARY CERTIFICATE

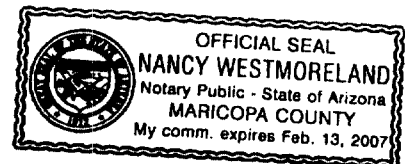
STATE OF Arizona )  
 COUNTY OF Maricopa ) SS.

On March 27, 2003, before me, the undersigned Notary Public, personally appeared  
Judy L. Orth and Richard Lee Orth,  
 personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Notary Public



My Commission Expires: 2/13/07

This area for official notarial seal.

**THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: (TYPE OF DOCUMENT)**

DATE OF DOCUMENT

BY AND BETWEEN

AND

CONSISTING OF PAGES AND WAS EXECUTED IN CONJUNCTION WITH

FILE NO. ()