

EASEMENT AGREEMENT

This Agreement made on the 15th day of December, 1984,
by and between DAVID R. MCGEE and ELIZABETH A. MCGEE, husband and wife
(First Party), and BIAGGI & VENABLE, an Oregon partnership (Second Party).

W I T N E S S E I H:

First Party, for themselves, their heirs and assigns, grants and
conveys unto Second Party an easement in, to, upon and over that certain
farm road situated as indicated on the map attached hereto as Exhibit "A".

Said easement is given for the sole purpose of ingress and egress and
it is agreed and understood that it is not to be construed as an easement
given to the exclusion of First Party, their heirs and assigns, or to
others granted a similar right.

*DRM. By mutual agreement between both parties,
TMV. The parties agree to share the costs and expenses of maintaining the
G.R.M. farm road in good repair at all times.*

Each of the parties agrees to indemnify the other against all
liability for injury to themselves or damage to their property when such
injury or damage shall result from, arise out of, or be attributable to any
maintenance or repair, or lack of maintenance or repair, to said farm road.

To have and to hold the said right of way easement unto Second Party
for so long as Second Party shall have an interest in any real property
northerly of First Party's real property in the NE $\frac{1}{4}$ of Section 33, Township
38 South, Range 11 $\frac{1}{2}$ E.W.M., Klamath County, Oregon.

In witness whereof, the parties hereto have duly executed this
agreement.

David R. McGee
DAVID R. MCGEE
Elizabeth A. McGee
ELIZABETH A. MCGEE

BIAGGI & VENABLE

By: Thomas M. Venable
THOMAS M. VENABLE

Return: Biaggi-Venable
19303 Hwy 140E
Dairy, Or. 97625