EASEMENT AGREEMENT

This agreement made on the //th day of ______, 1985, by and between Walter L. McGee and Sally J. McGee, husband and wife (First Party), and BIAGGI-VENABLE, an Oregon partnership (Second Party).

<u>WITNESSETH</u>:

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 along the southern boundary of the tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 38 South, Range $11\frac{1}{2}$ E.W.M.

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.

Each of the parties agrees to indemnify the other against all liability for injury or damage to themselves or 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_4^1 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.

Venable Thomas M.

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BIAGGI-VENABLE

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed f	for record at requ	est ofBiag	gi-Venable	the <u>7th</u> day
of		A.D., 19 <u>91</u>	at 8:59	o'clockA_M., and duly recorded in Vol91
		of	Deeds	on Page <u>23337</u>
				Evelyn Biehn • County Clerk
FEE	\$28.00			By Danue Muiendare

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