

PERMANENT SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, HAROLD GRESDEL
AND HELEN GRESDEL, husband and wife Grantors, have granted and do hereby
grant to Klamath County, by and through its Department of Public Works a per-
petual right and easement to construct all slopes of cuts or fills, occasioned
by or resulting from the construction of a County Road, upon the following
described premises, to-wit:

The South 10 feet of Lot 4 of New Deal Tracts,
a recorded subdivision in Klamath County, Oregon

IT IS EXPRESSLY UNDERSTOOD that this Easement does not convey any
right, title or interest to the surface of the soil, nor any other rights
except those expressly stated in this Easement, nor prevent Grantors from
the full use and dominion thereover, provided, however, that such use shall
not be permitted to damage or destroy lateral support to the County Road,
and provided further that nothing herein contained shall grant to Klamath
County, by and through its Department of Public Works, the right to excavate
beneath existing buildings or deposit fill materials against existing
buildings above the top of the foundations thereof, but it is understood
and agreed that the Department of Public Works shall never be required to
remove the dirt or other materials placed by it upon said property, nor shall
Klamath County be subject to any damages to the Grantors, their heirs and
assigns, by reason thereof, or by reason of the slopes constructed thereon,
or by reason of change of grade of the street or road abutting on said property.

TO HAVE AND TO HOLD, the said Easement unto the said Klamath County,
Oregon, by and through its Department of Public Works, its successors and
assigns forever.

And We, the Grantors do hereby covenant to and with Klamath

County, Oregon, by and through the Department of Public Works, that we ~~are~~
 am the owner in fee simple of said premises; that they are free from all
 encumbrances, and that we ~~will~~ warrant and defend the easement herein
 granted from all lawful claims whatsoever.

IN WITNESS WHEREOF, we ~~have~~ have hereunto set my hands and seal
 this day of July 25, 1973.

Harold Gresdel (SEAL)

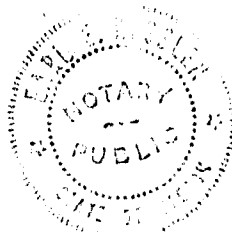
Helen Gresdel (SEAL)

STATE OF OREGON }
 County of Klamath } ss.

On this 25 day of July, 1973 personally came before me,
 a Notary Public in and for said County and State, the within named
HAROLD GRESDEL AND HELEN GRESDEL, husband and wife
 to me personally known to be the identical person described in, and who
 executed the within instrument, and who acknowledged to me that they
 executed the same freely and voluntarily for the uses and purposes therein
 named.

Witness my hand and official seal the day and year last above
 written.

Carl E. Kunka
 Notary Public for Oregon
 My Commission expires: 2/13/76



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STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of W.D. MILNE
 this 27th day of JUNE, A.D. 1973, at 3:07 P.M., and
 duly recorded in Vol. 1173, of DEEDS on Page 9721.

W.D. MILNE, County Clerk

By Harold Gresdel