

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of Oregon Technical Institute, hereinafter called Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by Oregon Water Corporation, a public utility corporation of the State of Oregon, hereinafter called the Grantee, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a right-of-way and easement ten (10) feet in width, for the purpose of laying, constructing, operating, maintaining, removing or replacing a six (6) inch cast iron waterline for the transmission of drain and overflow water from a reservoir located on adjacent property of the Grantee over and across certain real property of the Grantor in the southeast quarter of the northeast quarter of Section 20, Township 38 south, Range 9 east, Willamette Meridian, the center line of which is more particularly described as follows:

Beginning at a point which lies 15' South and 684.5' East of the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, T. 38S., Range 9E, W.M., then extending Westerly parallel to the North line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, a distance of 500 feet;

Together with the right of ingress to and egress upon and across the adjacent real property of the Grantor, using present and future roads thereon to the extent available for the purpose of exercising any and all rights granted hereby;

Provided, however, that the pipeline shall be laid within said easement not less than two (2) feet below the surface of the ground and in all instances the surface of the ground shall be restored as nearly as practicable to its original condition.

In the construction and maintenance of said pipeline and in crossing Grantor's property, Grantee will protect and preserve Grantor's property and structures thereon, including particularly, but not by way of limitation, utility lines under and above ground, fences, trees, shrubbery, landscaping, roadways, parking areas, both paved and unpaved.

The Grantor shall have the right to use and enjoy the above-described premises as to the rights herein granted and Grantor agrees that in the event a building, other structure or facility is to be constructed or located over said pipeline, Grantor will give Grantee thirty (30) days written notice of such construction so as to enable Grantee to move the pipeline and appurtenances thereto affected by such construction, if deemed necessary by the Grantor for educational purposes.

In the event that it becomes necessary in accordance with prior paragraph that Grantee be required to move and remove all or a portion of the said pipeline and appurtenances thereto, and upon notice given as previously recited, Grantee agrees to conform promptly to the removal or alteration requirements of Grantor and in the event Grantee fails for a period of twenty (20) days from notice so given to conform or indicate conformance with the requirements of partial or complete termination, then, in that event, the State Board of Higher Education may cause said pipeline and appurtenances thereto to be removed, relocated, disconnected or destroyed, whichever may appear most desirable to Grantor, and may charge the cost of same to Grantee, and Grantee agrees to pay such costs promptly upon being billed by Grantor.

Grantee agrees to indemnify and hold harmless the State of Oregon, acting by and through the State Board of Higher Education, the members thereof and all officers, employees or agents of the State Board of Higher Education against any and all damages, claims, demands, actions, causes of actions, costs and expenses of whatsoever nature which may result from any injury to or the death of any persons, or from the loss of or damage to property of any kind or nature, including the educational facilities or structures, property or equipment used by the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon Technical Institute, when such injury, death, loss or damage is due to the existence of such pipeline and appurtenances thereto or to the construction, installation, maintenance, repair, renewal, alteration or operation or use thereof or the contents therein or therefrom.

It is agreed that this grant covers all of the agreements between the parties hereto and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this easement.

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The terms, conditions and provisions of this grant shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD the said right-of-way and easement unto said Grantee, its successors and assigns, until said pipeline is constructed and so long thereafter as the pipeline is maintained thereon, except for notice of termination as above stated.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its President and Secretary and its seal to be affixed hereunto on this 26th day of July, 1965.

STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of OREGON TECHNICAL INSTITUTE

By Chas. R. Holloway, Jr.
Chas. R. Holloway, Jr., President

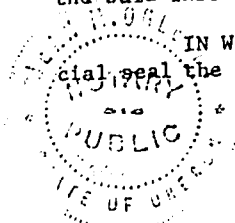
(SEAL)

By R. L. Collins
R. L. Collins, Secretary

STATE OF OREGON)
County of Linn) ss.

On this 26th day of July, 1965, personally appeared before me Chas. R. Holloway, Jr., to me known to be the president of the State Board of Higher Education, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of the said board for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the seal of the said board.

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



By Jean M. Oakesby
Notary Public for Oregon
My commission expires: July 9, 1968

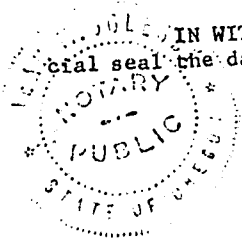
STATE OF OREGON)
County of Lane) ss.

On this 26th day of July, 1965, personally appeared before me R. L. Collins, to me known to be the secretary of the State Board of Higher Education, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of the said board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the seal of the said board.

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



Jean M. Oglesby
Notary Public for Oregon
My commission expires: July 9, 1968

Accepted by OREGON WATER CORPORATION this 31st day of August, 1965.



By Glenn D. Bowen VICE PRES

By J. L. Ramsey Sec. - Treas.

