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INDEX PAGE FOR DOCUMENT RECORDING
PLACE RECORDING STAMP/FEAL
IN SPACE PROVIDED AT RIGHT.

Vol. m76 Page 36097

After recording return to:

U S WEST Communications
Right of Way Desk, Room 110
8021 SW Capitol Hill Road
Portland, OR 97219

* Does NOT convey real estate
fee title (ORS 205.234, d, e)

EASEMENT *

DOCUMENT REFERENCE NUMBER: 96234018

GRANTOR NAME(S): STATE OF OREGON,

Additional names on page 2 of document

GRANTEE:

U S WEST COMMUNICATIONS
8021 SW CAPITOL HILL ROAD
PORTLAND, OR 97219

ABBREVIATED LEGAL DESCRIPTION:
(lot, block, plat name, section, township, range)

TL 38 09-4900, SEC. 20, T 38 S, R 9 E, WM

Complete legal description is on page 2

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

(State Of Washington Requirement)

Page 1 of 4 pages

96 NOV 18 P2:11

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EASEMENT

The STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of OREGON INSTITUTE OF TECHNOLOGY, hereinafter referred to as GRANTOR, does hereby grant unto U S WEST COMMUNICATIONS, Inc., a Colorado corporation, and to its licensees, successors and assigns, hereinafter referred to as GRANTEE, an Easement of Right-of-Way for the construction, reconstruction, operation, maintenance, repair, alteration, inspection, replacement and removal of such telecommunications facilities as GRANTEE may require upon, over, across, under and through the following described property in Klamath County, State of Oregon, to wit:

That certain tract of land located in Tax Lot 38 09-4900, Section 20, Township 38 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon;

The South 25 feet lying West and South of "West Campus Drive" of that portion of the real property conveyed to the State of Oregon, acting by and through the State Board of Higher Education and as shown on the deed recorded in Volume 324 at Page 372 of Klamath County Deed Records, described as beginning at the iron pin marking the Southeast corner of the NW 1/4 of the NE 1/4 of said Section 20; thence South 89°21' East 393.24 feet; thence North 0°46' East 1962.00 feet; thence North 89°05' West 2675.11 feet; thence South 0°50' West 1969.63 feet; thence South 89°10' East 966.14 feet; thence South 89°21' East 1318.1 feet to the point of beginning.

Also, the North 25 feet of the South 37 feet of that portion of said real property above described in deed Volume 324 at Page 372 lying East and South of "Campus Drive."

GRANTEE shall have all rights of ingress and egress necessary, useful or convenient, for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including but not limited to, the right to remove obstructions which may injure or interfere with the GRANTEE'S use, occupation, or enjoyment of this easement and the operation, maintenance and repair of GRANTEE'S telecommunications facilities.

GRANTEE shall, upon every occasion that such telecommunications facilities are constructed, maintained, replaced, reconstructed, or removed, provide GRANTOR reasonable notice and restore the premises of the GRANTOR, and any buildings or improvements disturbed by GRANTEE, as near as practicable.

GRANTEE agrees to indemnify and hold harmless GRANTOR and the members, officers, employees and agents of the Oregon State Board of Higher Education against any and all damages, claims, demands, actions, causes of action, costs and expenses of any kind or nature arising from the activities of GRANTEE, its agents or employees in connection with the use of this easement.

GRANTOR shall have the right to the use and enjoyment of said property subject to the above-described easement but such use shall not conflict or interfere with GRANTEE'S surface or subsurface rights hereunder or disturb its lines or appurtenances and no road or other structure or excavation shall be constructed or maintained on, over, or along said right-of-way without the prior written consent of GRANTEE. Such consent shall not be unreasonably withheld.

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This Easement is effective from the date of last signature. All rights hereunder shall cease if and when the telecommunications facilities in their entirety shall be abandoned.

The full considerations for this easement are benefits derived by both GRANTOR and GRANTEE and other good and valuable consideration.

DATED this 21 day of JUNE, 1996.

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

Les M. Swanson, Jr., President

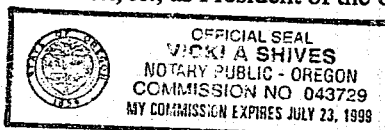
Virginia L. Thompson, Secretary

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC.
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

STATE OF OREGON)

COUNTY OF Jackson) ss.

This instrument was acknowledged before me on this 21st day of June, 1996, by Les M. Swanson, Jr., as President of the Oregon State Board of Higher Education.



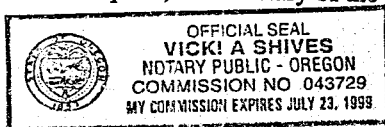
Vicki A. Shives
Notary Public for Oregon

My commission expires: 7-23-99

STATE OF OREGON)

COUNTY OF Lane) ss.

This instrument was acknowledged before me on this 24th day of June, 1996, by Virginia L. Thompson, as Secretary of the Oregon State Board of Higher Education.



Vicki A. Shives
Notary Public for Oregon

My commission expires: 7-23-99

APPROVED AS TO LEGAL SUFFICIENCY

[Signature]
Assistant Attorney General
State of Oregon

6/3/96
Date

