

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 the CITY OF KLAMATH FALLS, Klamath County, Oregon, hereinafter referred to as GRANTEE, an easement to construct, maintain and repair, remove and replace, a waterline over, under, across and upon the below described real property which is within GRANTOR'S Oregon Institute of Technology campus.

A waterline easement for a municipal water main located in the Southeast one quarter of the Northeast one quarter of Section 20, Township 38 South, Range 9 East, of the Willamette Meridian, City of Klamath Falls, County of Klamath, State of Oregon, said strip of land being described as follows:

Commencing at the Northeast corner of Section 20, Township 38 South, Range 9 East, of the Willamette Meridian, thence S. 00°31'00" West 1326.86 feet; thence N. 89°47'00" West, 755.60 feet; thence South, 00°45'30" West, 400.00 feet; to a corner of the Oregon Institute of Technology property marked by a copper disc set in concrete and the True Point of Beginning for this easement description; thence North 89°47'00" West, 443.00 along the southerly line of said Oregon Institute of Technology property; thence North 00°01'43" East, 7.92 feet; thence South 89°58'17" East, 443.11 feet; thence South 00°45'30" West, 9.38 feet to the True Point of Beginning; bearings based on Record of Survey No. 708.

The location of the above described easement area is shown on the attached Exhibit A.

GRANTEE, its contractors, subcontractors, agents or employees shall have the right to go upon said real property for the purpose of constructing, maintaining, replacing, reconstructing or removing said waterline, including clearing and trimming of trees, shrubs, vines or other vegetation the GRANTEE deems prudent to maintain proper clearance and accessibility for the maintenance and operation of the water main facilities, or as may be required by standard safety practices. It is understood that the GRANTEE, its contractors, subcontractors, agents and employees shall, upon every occasion that they repair, restore, replace or remove such waterline facilities, restore the premises of the GRANTOR and any improvements disturbed by the GRANTEE as near as practicable. GRANTOR herein acknowledges that any and all equipment or replacement thereof, installed in or upon said premises by said GRANTEE, shall remain the sole property of said GRANTEE and may be removed from said real property at any time at the discretion of the GRANTEE.

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 whatsoever nature which may result from the use of the land for the waterline facilities or from damages arising out of acts or omissions or the tortious acts of GRANTEE, its officers, agents, and employees acting within the scope of their employment and duties.

GRANTOR shall have the right to use the land subject to the above-described easement for all purposes consistent with the uses and purposes of the property and not inconsistent with the uses of the easement, and to grant future easements, licenses, or other interests in this property provided they do not interfere with the GRANTEE'S use of the property. GRANTOR shall not build or erect any structure upon said easement right-of-way without the prior written consent of GRANTEE.

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All notices or other writings which may be given or sent shall be deemed to have been fully given or made or sent when made in writing and deposited in the first class or express United States mail, and addressed as follows:

GRANTOR Representative
Oregon Institute of Technology
Vice President for Finance & Administration
3201 Campus Drive
Klamath Falls, OR 97601-3801

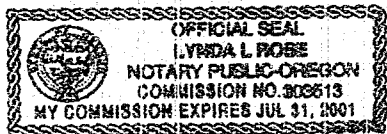
GRANTEE
City of Klamath Falls
Klamath Falls, OR 97601

All rights hereunder shall cease if and when GRANTEE'S use of the easement have been abandoned.

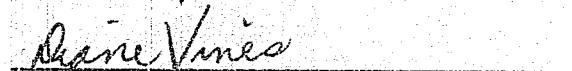
This easement is effective from the date of last signature.

No monetary consideration has been paid for this easement.

DATED this 15th day of May, 1998.



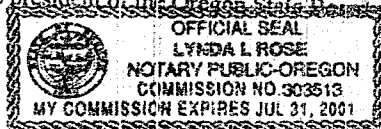

Tom Imeson, Vice President


Diane Vines, Secretary

State of Oregon)
) ss
County of Jackson)

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This instrument was acknowledged before me on this 15th day of May, 1998, by Tom Imeson, as vice president of the Oregon State Board of Higher Education.



Lynda L. Rose
Notary Public for Oregon
My commission expires: 7/31/01

State of Oregon)
County of Tacoma) ss

This instrument was acknowledged before me on this 15th day of May, 1998, by Diane Vines, as secretary of the Oregon State Board of Higher Education.

Lynda L. Rose
Notary Public for Oregon
My commission expires: 7/31/01

APPROVED AS TO LEGAL SUFFICIENCY

Nancy A. Robinson 5/15/98
Assistant Attorney General Date

AFTER RECORDING RETURN TO:
City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

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EWM, KLAMATH COUNTY.

Filed for record at request of City Of Klamath Falls the 11th day
of June A.D., 1998 at 9:08 o'clock A M., and duly recorded in Vol. M98,
of Deeds on Page 19880.

By Bernetha G. Letsch, County Clerk
Quasene Wendland