

Easement

The STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of Oregon Institute of Technology, hereinafter "GRANTOR," does hereby grant and convey unto FALCON TELECABLE (dba Charter Communications) hereinafter "GRANTEE," an easement for the purpose of installing, maintaining and repairing an underground fiber optic cable and conduit, over and upon the following described real property of GRANTOR, in Klamath County, State of Oregon to wit:

A strip of land being 10 feet in width and 110.78 feet in length, situated in the northeast ¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, said easement lying five (5) feet on each side of the following described centerline:

Beginning at a point from which the section corner common to Sections 16, 17, 20 and 21 of said Township 38 South, Range 9 East, Willamette Meridian bears North 59° 36'13" East a distance of 2448.34 feet; thence North 00° 13'17" East a distance of 110.78 feet.

(Bearings based upon the record bearing of South 00°31' West from the section corner common to Sections 16, 17, 20 and 21, to the North 1/16 corner common to Sections 20 and 21 as per Klamath County Record of Survey No. 708.)

The GRANTEE, its licensees, successors, and assigns shall have the right of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, provided GRANTEE shall not use power tools, or cut down, trim, remove or spray trees, brush, shrubbery, overhanging branches and other obstructions which may injure or interfere with GRANTEE'S maintenance and repair of GRANTEE'S underground fiber optic cable and conduit without obtaining prior written approval of GRANTOR, such approval not to be unreasonably withheld. GRANTEE shall comply with GRANTOR'S policies and instructions for public notification of such activities. Prior written approval will not be required during times of emergency or to preserve public safety.

It is understood that the GRANTEE, its licensees, successors, and assigns shall, upon every occasion that such underground fiber optic cable and conduit is constructed, maintained, replaced, reconstructed, or removed, provide GRANTOR reasonable notice (in the case of an emergency, provide notice as soon as practicable) and restore the premises of the GRANTOR, and any buildings or improvements disturbed by GRANTEE, as near as practicable to its original condition.

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. GRANTOR shall not build or erect any structure upon said right-of-way without the prior written consent of 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 in an injury to or the death of any person(s) or from the loss of or damage to property of any kind or nature, when such injury, loss, death, or damage is due to the tortious acts of GRANTEE, its officers, agents and employees acting within the scope of their employment duties.

All rights hereunder shall cease and the easement shall terminate if and when said easement area ceases to be used for the purposes of the easement.

This easement is granted subject to all prior easements or encumbrances of record on the above described property.

DATED this 16 day of November, 2001.

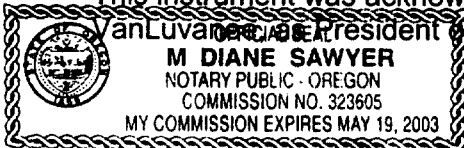
STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of the UNIVERSITY of Oregon

Don VanLuvane, President

Diane Vines, Secretary

STATE OF OREGON) ss.
County of Multnomah)

This instrument was acknowledged before me on this 16 day of November, 2001, by Don VanLuvane, President of the Oregon State Board of Higher Education.



M. Diane Sawyer

Notary Public for Oregon

My Commission Expires: May 19, 2003

STATE OF OREGON) ss.
County of Multnomah)

This instrument was acknowledged before me on this 16 day of November, 2001, by Diane Vines, as secretary of the Oregon State Board of Higher Education.



M. Diane Sawyer

Notary Public for Oregon

My Commission Expires: May 19, 2003

APPROVED AS TO LEGAL SUFFICIENCY

Wendy A. Robinson
Assistant Attorney General
Department of Justice
State of Oregon

11/20/01
Date

State of Oregon, County of Klamath
Recorded 12/05/01 1:54 p. m.
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Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2