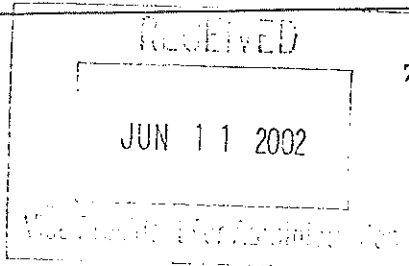




Oregon

John A. Kitzhaber, M.D., Governor



Division of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
(503) 378-3805
FAX (503) 378-4844
<http://statelands.dsl.state.or.us>

June 7, 2002

State Land Board

John A. Kitzhaber
Governor
Bill Bradbury
Secretary of State
Randall Edwards
State Treasurer

JV02\25216-EA
DANIEL WILLIAMS
UNIVERSITY OF OREGON
5224 UNIVERSITY OF OREGON
EUGENE OR 97403

*xc: file
original to KC
6/12/02*

RE: State Easement No. 25216-EA

Dear Mr. Williams

Enclosed is the executed pipeline easement for water intake for Mill Race in the Willamette River over, upon and across the State-owned land in Lane County, Oregon.

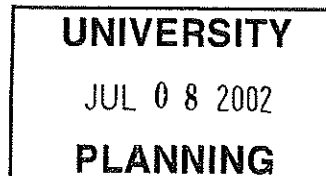
If you have any questions, please call me at 503-378-3805, extension 274.

Very truly yours,

Jerry Hedrick
Property Manager
Coastal South Region

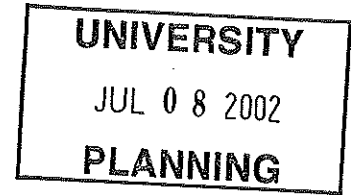
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Enclosure



STATE OF OREGON
Division of State Lands

EASEMENT NO. 25216-EA
Water Intake



The STATE OF OREGON, by and through its Division of State Lands, GRANTOR, for and in consideration of \$N/A, hereby grants to GRANTEE,

NAME of GRANTEE:
University of Oregon

ADDRESS:
5224 University of Oregon
Eugene, OR 97403

an easement and right to construct, maintain, operate and replace a water intake for Mill Race with fish screen line over, upon, and across the following particularly described property situated in Lane, Oregon, more particularly described as follows:

All state-owned submerged land within the NW ¼ of the SE ¼, Section 33, Township 17 South, Range 3 West, Willamette Meridian, Lane County more particularly described as follows.

Commencing at the point located in a Northwest direction from and at a distance of 45 feet from US Coast and Geodetic Survey brass cap at top of Union Pacific Railroad headwall (of tunnel structure),

thence in a Northwest direction 20 feet to a point;

thence in a Southeast direction 12 feet distant to a point;

thence in a Southwest direction 20 feet distant to a point;

thence in a Northwest direction 12 feet distant to the TRUE POINT OF BEGINNING, and as shown on the attached Exhibit "A" titled "University of Oregon Mill Race Intake Site Survey".

TO HAVE AND TO HOLD the same unto GRANTEE in 30 years, subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:

2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
 - a) Changing the type of use authorized by this easement;
 - b) Expanding the number of authorized developments or uses;
 - c) Changing the authorized area; and/or
 - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the administrative rules governing the granting of easements or other GRANTOR requirements.
3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Division, GRANTEE shall not:
 - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
 - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

Routine right-of-way maintenance including vegetation trimming shall be allowed.

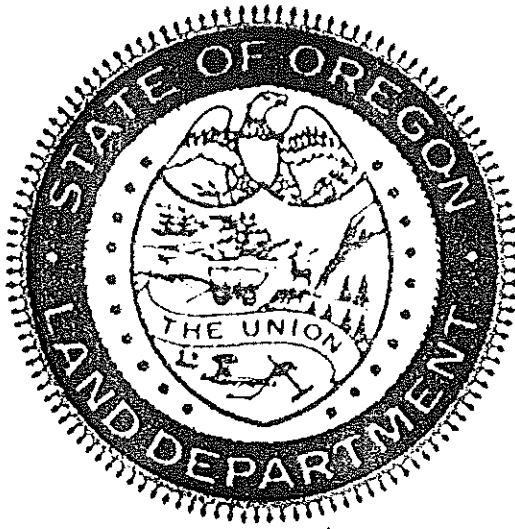
6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.
7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.
8. GRANTEE shall obtain a surety bond in the amount of \$N/A to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.

10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on a frequency as necessary for safety and proper function.
12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
 - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
 - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.
14. GRANTEE agrees to defend and hold GRANTOR harmless from any and all claims suffered or alleged to be suffered on the premises. Further, GRANTEE shall be responsible for the payment of any fines or penalties charged against the premises as a result of GRANTEE's action in not complying with laws or regulations affecting the premises.
15. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
16. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the easement area or STATE by the assessing agency.
17. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

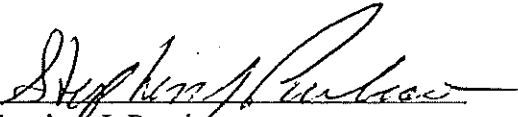
18. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land. Prior to transferring this easement, GRANTEE shall submit to GRANTOR notice of proposed transfer of this easement on a form provided by GRANTOR, and a non-refundable transfer processing fee of \$250.00 (two hundred and fifty dollars) payable to GRANTOR.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

WITNESS the seal of the Division of State Lands affixed this 7th day of June 2002.

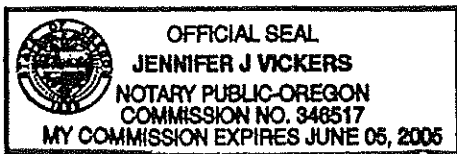


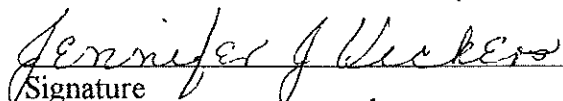
STATE OF OREGON, acting by and through its Division of State Lands


Stephen J. Purchase

STATE OF OREGON)
)ss
County of Marion)

This foregoing instrument was acknowledged before me this 7th day of June 2002, by Stephen J. Purchase, as Assistant Director of the Division of State Lands.




Signature
My commission Expires June 5, 2002

J:\AttachmentAwestLAS\EA Easements\25216-EA.doc