

RECORDING REQUESTED BY
CAL-ORE COMMUNICATIONS, INC.

When recorded Mail to:

M06-08086

Klamath County, Oregon

04/25/2006 03:22:03 PM

Pages 1 Fee: \$21.00

Cal-Ore Communications, Inc.

P.O. Box 847

Dorris, CA 96023

GRANT OF EASEMENT

THE GRANTOR Baney Corporation, hereby grants to Cal-Ore Communications, Inc., a corporation, hereinafter referred to as GRANTEE, its successors and assigns, a non-exclusive easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities, consisting of underground conduits, manholes, cables, wires, and appurtenances, for the transmission of electric and light energy for communication and other purposes over, in, under, across, and along that certain real property situated in the County of Klamath, State of Oregon, described as follows:

An easement 10 feet in width commencing from the northwest corner of Lot 2 of Tract 1430 Timbermill Shores running parallel and adjacent to the most northerly property boundary continuing to a point of termination at the most north eastern corner of Lot 3 of Tract 1430 Timbermill Shores. Located in Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The easement shall be subject to the following: All facilities shall be installed underground. Grantee shall use reasonable efforts to minimize the impact of its activities in connection with the easement on Grantor and Grantor's property. Grantee shall indemnify, defend and hold Grantor harmless from losses, liability or claims arising out of Grantee's use of the easement granted herein.

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the above described property.

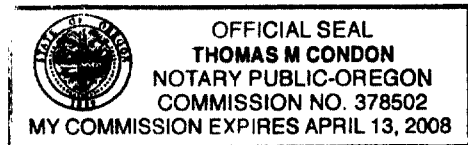
By use of the easement granted herein, Grantee shall be deemed to have agreed to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Grantor has executed this agreement this 17th day of April, 2006

Grantor

President, Baney Corporation

STATE OF OREGON) ss.
County of DESCHUTES)



On APRIL 17, 2006, before me, THOMAS M. CONDON, personally appeared CURTIS A. BANEY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Thomas M Condon

(This area for official notarial seal)

21CA