

98331

SIGN EASEMENT AND AGREEMENT

T/A 38-22487-3

Vol. 181 Page 6641

This Sign Easement and Agreement made this 6th day of March, 1981, by and between East Port Equities, and Oregon Corporation, herein called Grantor and McDonald's Corporation, a Delaware Corporation, herein called Grantee.

WHEREAS, Grantor is owner in fee simple of that certain tract of property located in Klamath Falls, County of Klamath, State of Oregon and described in Exhibit A attached hereto and made a part hereof.

WHEREAS, Grantee is or will be after recording of this Sign Easement and Agreement the owner in fee simple of the certain tract of real property located in Klamath Falls, County of Klamath, State of Oregon and described in Exhibit B attached hereto and made a part hereof.

WHEREAS, Grantor and Grantee intend to establish certain easement rights over the real estate described in Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and receipt of sufficiency of which is hereby acknowledged and mutual covenant of the parties, Grantor does hereby grant to Grantee a non-exclusive perpetual easement and right-of-way for the use and benefit of the Grantee and Grantee's successors, assigns, tenants, licensees and customers for the purpose of installing, operating, maintaining, repairing, replacing and renewing an identification sign to advertise the McDonald's the McDonald's restaurant over and upon the property described in Exhibit A attached hereto.

Grantee shall indemnify and defend and hold Grantor harmless for all costs, damages or claims for damages arising out of or in any way resulting from Grantee or Grantee's successors, assigns, licensees, customers use of said easement.

Grantee shall maintain said sign easement and keep in good repair.

Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in such a manner as to hinder the visibility of the proposed sign. No change in grade elevation or excavation shall be made thereon, without prior written approval of the Grantee, which approval shall not be unreasonably withheld, but the same may be used for landscaping and other purposes that do not then or later interfere with the granted easement uses.

This sign easement agreement shall bind and inure to the Grantor's and Grantee's successors and assigns and covenants contained herein shall be deemed to be and shall be a continuing covenant with the land.

IN WITNESS WHEREOF the Grantor and Grantee have caused this Sign Easement and Agreement to be executed on the dates indicated below.

GRANTOR: ~~EASTPOINT~~  
~~EAST POINT~~ EQUITIES  
an Oregon Corporation

BY:

Mark R. Worley  
VICE PRESIDENT

GRANTEE: McDONALD'S CORPORATION  
a Delaware Corporation

BY:

[Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

WITNESS:

Ann Myers  
Sandra Kelley

WITNESS:

Sam Carver  
Jim Fluetsh

## (ACKNOWLEDGMENT)

STATE OF ILLINOIS  
COUNTY OF DuPAGE SS:

I, Kimberly Calabrese, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Wib Sutherland, Vice President, and Seymour Greenman, Assistant Secretary, of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Wib Sutherland, Vice President, and Seymour Greenman, Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of March 19 81.

Kimberly Calabrese  
Notary Public

(ACKNOWLEDGMENT-INDIVIDUAL)

My Commission Expires June 30, 1984

STATE OF OREGON  
COUNTY OF MULTNOMAH SS:

I, M.A. Fitzsimmons, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that MARK R. LUISTORT and \_\_\_\_\_ of EASTPORT EQUITIES who (is) (~~are~~) personally known to me to be the same person(~~s~~) whose name(~~s~~) (is) (~~are~~) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (~~they~~) signed, sealed and delivered the said instrument as (h~~e~~) (~~their~~) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of April 1981.

M.A. Fitzsimmons  
Notary Public  
My Commission Expires 7/7/81

(ACKNOWLEDGMENT-CORPORATE)

STATE OF  
COUNTY OF SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Vice President, and \_\_\_\_\_ Assistant Secretary of \_\_\_\_\_ an \_\_\_\_\_ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such \_\_\_\_\_ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such \_\_\_\_\_ Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

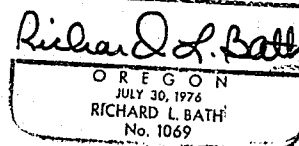
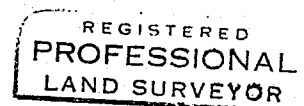
\_\_\_\_\_  
Notary Public

A 3.00 foot easement for electrical conduit lying within the boundaries of Lot 3, Block 4, of Tract No. 1163, Campus View, according to the Official Plat, now of record in Klamath County, Oregon, the Southeasterly line of said 3.00 foot easement being coincident with the entire Southeasterly boundary of said Lot 3.

ALSO, a 3.00 foot easement for electrical conduit together with a 11 foot x 40 foot pad area for sign purposes lying within the boundaries of Lot 4, Block 4, of Tract No. 1163, Campus View, according to the Official plat, now of record in Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4; thence along the Southerly line of said Lot 4, South 58° 38' 04" West 24.07 feet; thence North 44° 12' 27" West 24.35 feet; thence North 88° 50' 13" West 60.00 feet; thence leaving said Southerly line North 01° 09' 47" East 11.00 feet; thence South 88° 50' 13" East 40.00 feet; thence South 01° 09' 47" West 8.00 feet; thence South 88° 50' 13" East 21.23 feet; thence South 44° 12' 27" East 23.19 feet; thence North 58° 38' 04" East 23.45 feet to intersect the East line of said Lot 4; thence South 00° 49' 17" East along said East line 3.48 feet to the true point of beginning.

McDonalds Corporation  
3 foot Easement  
March 13, 1981



Richard L. Bath  
Hoffbuhr Surveying, Inc.

## EXHIBIT B

Lots 1 and 2, Block 4, Tract No. 1163, Campus View, in the County  
of Klamath, State of Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_  
this 13th day of April A.D. 19 81 at 3-56 o'clock p M., and  
duly recorded in Vol. M81, of Deeds on Page 6641

EVELYN BIEHN, County Clerk  
By Debra A. Jones

Fee \$17.50

Return to: Transamerica Title  
Attn: Julie