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ASSIGNMENT OF LEASEVol. 1198 Page 1452

KNOW ALL MEN BY THESE PRESENTS, That Lynda Baker

hereby assigns unto Richard L. Greer and Doris L. Greer husband and wife Assignor, for value received with full rights of survivorship Assignee

the lessor/~~XXXX~~ (indicate which) interest in that certain lease made by Dale L. Clark, Clark Signs or Assigns Total Communications in which Lynda Baker is lessor/~~XXXX~~ (indicate which) dated June 12, 1996, 19 and covering the following described premises, to-wit:

See Attached Exhibit "A"

To Have and to Hold the same unto said Assignee and assigns from January 1, 19 98, for all the rest of the term of said lease, subject to the covenants, conditions and provisions therein mentioned. The rents provided for in said lease are paid to and including n/a, 19.

AND the Assignor hereby covenants that the interest in said lease hereby assigned is free from encumbrances.

In construing this assignment and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the assignor has executed this instrument on January 15, 19 98; if a corporate assignor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

x

Lynda Baker

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on January 15, 19 98, by Lynda Baker

This instrument was acknowledged before me on , 19 ,

by

as

of



OFFICIAL SEAL
LAURA JEUTLER
NOTARY PUBLIC-OREGON
COMMISSION NO. A034448
MY COMMISSION EXPIRES MAY 31, 1998

My commission expires 5/31/98
Notary Public for Oregon

LYNDA BAKER "Lessor", of
9375 HIWAY 39 KLAMATH FALLS, County of
KLAMATH, State of ^(Address) OREGON, Zip 97603

in consideration of the covenants herein, hereby grants to DALE L,
CLARK CLARK SIGNS OR ASSGNEE Lessee", the exclusive right
 to use and occupy the "premises" located at 7343 SOUTH 6th
ON HIWAY 140 Street, ^{Near} ~~in the~~ City of KLAMATH
FALLS, County of KLAMATH
 State of OREGON; the

legal description of which is: TAX LOT 2400
R3909-012AA 02400-000 LOT 15
7343 SOUTH 6th EAST SIDE OF HWY 140
AT VERY SOUTH WEST CORNER OF PROP. 20' NORTH & SOUTH
X 55' EAST & WEST ABOVE GROUND

Said grant is made for the purpose of allowing Lessee to erect
 and maintain thereon outdoor advertising structures, displays and
 devices ("the sign"), including necessary equipment, for a period
 of TWENTY years from the date hereof. As rental
 for the premises, easements and rights herein provided, Lessee
 shall pay to the Lessor the sum of \$ 100.00 each month
 commencing ON INSTALL OF SIGN, and continue thereafter
 each month during the time that Lessee's sign permanently occupies
 the premises for the term of this lease. All rents shall be paid
 to Lessor monthly in advance.

Both Lessor and Lessee further agree to the following
 terms and conditions:

A. Although signed by a salesperson of Lessee, this
 agreement shall not be binding upon Lessee for any purpose until
 the same is executed by an executive officer or another authorized
 agent of Lessee. When this agreement is fully executed, the under-
 signed for the respective parties, represent and warrant that
 they are duly authorized to execute this agreement in either their
 individual or representative capacity as indicated, and that
 this agreement is enforceable according to its terms. Lessor will
 give Lessee written notice of any change in ownership of the

Donna Kline
 6/12/96

premises and/or warrants that he has good title to the premises and that Lessee will not be disturbed in its occupancy or quiet enjoyment of the premises during the term of this agreement.

B. In the event the site actually occupied by the sign is to be improved by the erection thereon of a permanent building, Lessor may cancel this agreement by refunding to Lessee all unearned prepaid rental and by giving ninety (90) days written notice of said intention to build, PROVIDED, however, that if construction has not commenced within the referenced ninety (90) days, this lease shall continue in effect and Lessee shall be required only to vacate the premises in sufficient time so as not to materially obstruct building operations. In the event the sign is removed pursuant to notice specified in this paragraph, but the proposed building is not erected, this agreement shall continue in force for the term (or extension thereof) herein specified, and Lessor shall reimburse Lessee for all expenses of removal and reinstallation of the sign. In the event the premises continues to have advertising value after the completion of the building, then this agreement may (at the option of and upon written notice by Lessee) continue in effect and the sign may be relocated on the premises to a place mutually agreeable to both parties.

C. Lessee may terminate this agreement by giving thirty (30) days written notice to Lessor if the advertising value of the premises is diminished by any of the following events:

1. The enactment and/or enforcement of any law, statute, ordinance, rule, regulation or restriction which may prevent or interfere with erection and/or maintenance of Lessee's sign;

2. If, in the opinion of Lessee, the sign becomes entirely or partially obstructed for any reason, regardless of fault;

3. Diversion of traffic for any reason.

Lessor shall not obstruct or permit anyone else to obstruct the subject sign.

D. The sign and the associated permits are and shall remain the property of Lessee, and Lessee may remove same from the premises at any time. The sign will be personal property and it will be assessed separately from the real property, and the assessment for same will go directly to the Lessee. In the event this agreement is terminated before the expiration of its term, Lessor shall refund to Lessee all unearned prepaid rents.

E. Lessee shall have free access to the sign site for installing, servicing and removing the sign, and for all associated purposes. Also, Lessee may illuminate the sign, and Lessor shall grant the necessary rights and easements, and otherwise execute such additional documents as may be thus

[Signature]
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necessary or desirable. Lessee may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its sign and/or the sign's effectiveness. Lessee shall obtain all licenses and permits required, and shall pay all fees caused by Lessee's use of the premises. Lessee shall hold Lessor harmless from damages to persons or property by reason of accidents resulting from the negligence or willful acts of its agents and employees in the erection, maintenance, repair or removal of the sign. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including a reasonable attorney's fee, from the defaulting party.

F. Lessor may terminate this agreement and request Lessee to remove subject sign if Lessee fails to pay the monthly rental consideration pursuant to the terms of this agreement.

G. Special Provisions: Lessor will grant easement to obtain power underground and to allow sign maintenance access. Utility costs will be billed directly to Lessee, and Lessee will maintain liability insurance coverage throughout the term of this lease. It is further understood that when the sign is removed, the property will be restored to its natural condition with the exception of the footing underground.

This agreement constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties hereto.

LESSEE'S NAME: DAVE L. CLARK, CLARK SIGNS OR ASSIGNS
 BY: Dave L. Clark TOTAL COMMUNICATIONS
 ADDRESS: PO BOX 1113 ST. HELENS OREGON 97051
 DATE: JUNE 12, 1996

LESSOR'S NAME: _____
 BY: _____
 ADDRESS: _____
 DATE: _____

Long Term Billboard Sign Ground Lease Agreement - Page 3

[Signature]
 6/12/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 16th day
 of January A.D., 19 98 at 11:21 o'clock AM., and duly recorded in Vol. M98
 of Deeds on Page 1452

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Kittling K. 1021