

AFTER RECORDING RETURN TO:
 DOMINIC G. COLLETTA
 RAMIS CREW CORRIGAN AND BACHRACH LLP
 1727 NW HOYT STREET
 PORTLAND, OR 97209

State of Oregon, County of Klamath
 Recorded 04/11/2003 10:59 A.m.
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 Linda Smith, County Clerk
 Fee \$ 46 # of Pgs 6

mtc 60000-63
GRANT OF PERPETUAL EASEMENT

'03 APR 11 AM 10:59

This agreement is made this 11 day of APRIL, 2003, by and between ROBERT F. KANE (hereinafter referred to as "Grantor") and J. R. ZUKIN CORP., dba MEADOW UTDOOR ADVERTISING, a California corporation (hereinafter referred to as "Grantee").

Grantor is the owner of certain real property legally described in Exhibit "A", which is attached hereto and incorporated herein by reference, located in Klamath County, Oregon, hereinafter referred to as the "Grantor Property".

For valuable consideration receipt of which is hereby acknowledged, Grantor hereby grants to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, an exclusive perpetual easement on that portion of the Grantor Property described in Exhibit "B" hereto (the "Easement Area") to construct, install, maintain, repair, relocate, replace, reconstruct, enlarge, illuminate, re-illuminate and otherwise deal with an off-premise advertising sign structure with necessary and appropriate supporting underfootings, fixtures, power poles, light fixtures, lines, devices, illuminations, connections, and other appropriate materials or structures (collectively the "Sign"), along with other easement rights all as described hereinafter. Although said easement is exclusive to Grantee, Grantor shall have the right to use the Easement Area in any manner which does not, in the determination of Grantee exercising its sole and exclusive discretion, interfere with the use of the easement granted herein.

The easement granted herein is a gross easement, and is fully assignable by Grantee at any time.

The easement shall include all air space over and above the Easement Area to a height of 100 feet.

The easement granted herein includes additional rights as follows:

1. A perpetual easement for the unobstructed view of the Sign and any off-premise advertising sign structure or billboard owned by Grantee and its assigns and located on the Easement Area by persons traveling on U.S. Highway 97 (the "Roadway") or any successor roadway. Such perpetual easement of unobstructed view includes, without limitation, the right of Grantee to trim or remove vegetation or any other obstructions on the Servient Tenement without notice to Grantor, and the duty of Grantor not to place, install, plant, erect or construct any structure, vegetation or any other thing which may, in the determination of

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Grantee exercising its sole and exclusive discretion, obstruct the view of the Sign from the Roadway.

2. The right of ingress and egress to and from the Easement Area and the right to remain upon Grantor Property for the purpose of installing and maintaining power lines, painting the Sign structure, posting and/or painting of advertising materials, installing, maintaining, repairing, replacing, relocating, and otherwise dealing with the Grantee's Sign structure and/or appropriate supporting underfootings, fixtures, power poles, lines, devices, illuminations, connections, and other appropriate materials or structures, from time to time. Such ingress and egress shall include, without limitation, heavy duty trucks and equipment.
3. The right to transfer, sell, encumber, lease, sublease, assign, or otherwise convey Grantee's rights herein, from time to time during the duration of this easement, for monetary consideration or otherwise.
4. The right to relocate the Easement Area to another location within the Grantor Property if the view of any Sign located in the Easement Area becomes obstructed from the Roadway as determined by Grantee in the exercise of its sole and exclusive discretion.

Grantor does also hereby agree not to petition, seek, support, or undertake any zone change of the property described which would cause the off-premise sign structure to become non-conforming to city, county, state, or federal regulations, codes, ordinances, or laws concerning off-premise sign structures, nor to allow, permit, use or grant any lease, easement, license or any other right to use all or any portion of the Grantor Property for off-premise, outdoor advertising purposes by anyone other than Grantee; provided, however, that Grantor reserves the right to construct or install a sign or signs identifying its own business activities on the Servient Tenement, which sign or signs shall conform to all applicable laws, codes, ordinances and regulations, and which shall not, in the exclusive judgment of Grantee, obstruct or interfere with the view of the Sign from Interstate Highway 80.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed.

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This instrument runs with the land of the Servient Tenement and shall be binding and inure to the benefit of the respective heirs, personal representatives, successors, shareholders, directors, and assigns of the parties hereto.

GRANTOR:

GRANTEE:

J. R. ZUKIN CORP., dba
MEADOW OUTDOOR ADVERTISING,
a California corporation

By: [Signature]
Robert F. Kane

By: [Signature]
J. Chris Zukin, General Manager

STATE OF OREGON)
) ss
County of KLAMATH)

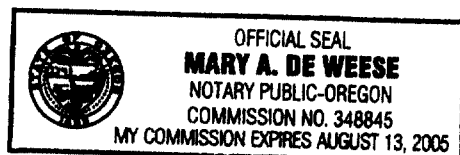
This instrument was acknowledged before me on this 19th day of MARCH, 2003, by Robert F. Kane.



[Signature]
NOTARY PUBLIC for Oregon
My commission expires: 9-20-05

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 7th day of April, 2003 by J. Chris Zukin, General Manager, of J. R. Zukin Corp., d/b/a Meadow Outdoor Advertising, a California corporation.



[Signature]
NOTARY PUBLIC for Oregon
My commission expires: 8/13/05

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EXHIBIT "A"
LEGAL DESCRIPTION

22861

A piece of parcel of land situate in portions of Government Lots 1 and 2 in Section 34, Township 40 South, Range 8 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the Southeasterly right-of-way line of U.S. Highway 97 as the same is presently located and constructed, from which point the meander corner of the 1858 Meander Line common to Sections 27 and 34, Township 40 South, Range 8 East of the Willamette Meridian bears North 15 degrees 58' 10" West 174.6 feet distant; thence South 15 degrees 58' 10" East along the adjusted 1858 Meander Line, as established during Record Survey No. 1938, 19.1 feet to Angle Point No. 1; thence South 31 degrees 07' 05" West along said Meander Line 808.45 feet to Angle Point No. 2; thence South 23 degrees 06' 50" East along said meander line 769.6 feet to Angle Point No. 3; thence South 5 degrees 38' 20" West along said meander line 300.0 feet to a point; thence North 57 degrees 38' West 931.63 feet to a point on the Southerly right-of-way line of U.S. Highway 97 as the same is presently located and constructed; thence North 32 degrees 22' 00" East along said Southeasterly right-of-way line 1,641.36 feet to the point of beginning.

Said parcel is also referred to as Parcel 1 of Land Partition 14-86.

22862

EXHIBIT B**PROPERTY DESCRIPTION FOR OUTDOOR SIGN AND ACCESS EASEMENT**

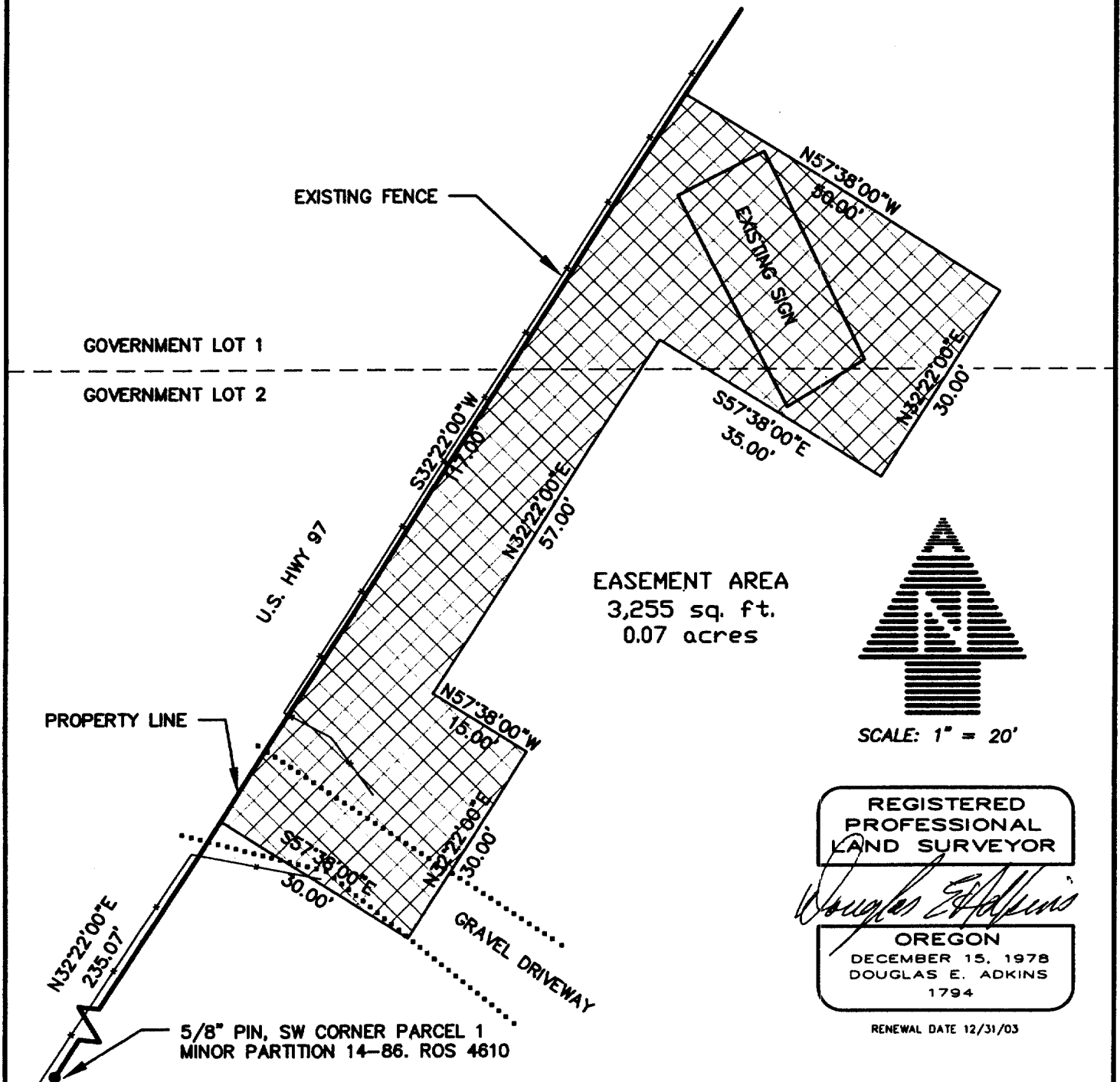
A parcel of land located in Government lots 1 & 2, Section 34, Township 40 South, Range 08 East, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southwest corner of Parcel 1, of Minor Partition 14-86, Klamath County, Oregon, said corner being on the south easterly right-of-way of U.S. Highway 97, thence North 32°22'00" East 235.07 feet, along said right-of-way, to the True Point of Beginning for this parcel; thence leaving said right-of-way South 57°38'00" East 30.00 feet; thence North 32°22'00" East 30.00 feet; thence North 57°38'00" West 15.00 feet; thence North 32°22'00" East 57.00 feet; thence South 57°38'00" East 35.00 feet; thence North 32°22'00" East 30.00 feet; thence North 57°38'00" West 50.00 feet to a point on the south easterly right-of-way of U.S. Highway 97; thence South 32°22'00" West 117.00 feet along said right-of-way to the True Point of Beginning; containing 3,255 square feet (0.07 acres) more or less.

This description is based on Klamath County Survey 4610, Minor Partition 14-86.

MAP TO ACCOMPANY EASEMENT DESCRIPTION

LOCATED IN GOVERNMENT LOTS 1 & 2, SEC. 34, T40S, R.08E, W.M.
KLAMATH COUNTY, OREGON



ADKINS

CONSULTING
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335
Klamath Falls, OR · Medford, OR · Alturas, CA

April 17, 2002

easement

2362-01