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After Recording, Return To:  
Dominic G. Colletta  
Ramis Crew Corrigan & Bachrach, LLP  
1727 NW Hoyt Street  
Portland, OR 97209

State of Oregon, County of Klamath  
Recorded 04/11/2003 10:59 Am.  
Vol M03 Pg 22864-67  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**NON-DISTURBANCE AGREEMENT**

LENDER: American Home Mortgage & Investment Co., Inc.  
EASEMENT HOLDER: J. R. Zukin Corp., a California corporation, dba  
Meadow Outdoor Advertising  
OWNER/BORROWER: Robert F. Kane

The agreement is between LENDER and EASEMENT HOLDER.

On or about February 7, 2003, OWNER executed and delivered to LENDER a trust deed. The trust deed was recorded on February 12, 2003, in Volume M03, page 8757 Microfilm Records of Klamath County, Oregon, and created a lien on the following described real property:

See attached Exhibit A.

LENDER is the owner and holder thereof and the debt secured thereby.

GRANTEE occupies a portion of the above described real property pursuant to an easement as described in an instrument recorded on 4/11/03, 2003 in Volume M03 Page 22858 Microfilm Records of Klamath County, Oregon.

NOW, THEREFORE, for value received and sufficient consideration which the parties hereby acknowledge, LENDER, its successors, assigns or subsequent holders of the beneficial interest in the trust deed hereby covenant, consent and agree with GRANTEE that for so long as GRANTEE shall perform all its duties and obligations under the above described easement, no foreclosure of the trust deed and/or acquisition of title to the herein described property by LENDER or any other party shall serve as a termination of the easement herein described, which shall continue in full force and effect so long as GRANTEE shall perform its duties and obligations thereunder.

LENDER and GRANTEE agree that this Non-Disturbance Agreement shall terminate and be of no further effect when the trust deed is reconveyed or terminated of record.

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It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair LENDER'S trust deed, except as herein above expressly set forth.

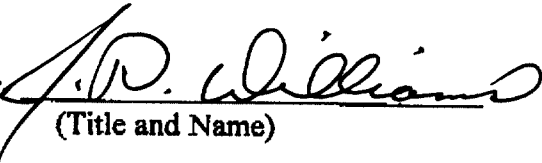
In the event litigation is instituted to interpret or enforce the terms of this Non-Disturbance Agreement, including litigation pursuant to the Bankruptcy laws of the United States, the prevailing party shall be entitled, in addition to such other relief as a court may grant, to an award of reasonable attorneys fees and costs of action, whether at trial, or on appeal or review.

It is understood by LENDER and GRANTEE that this Non-Disturbance Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. In construing this agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations, other forms of business entities, and to individuals.

Dated:

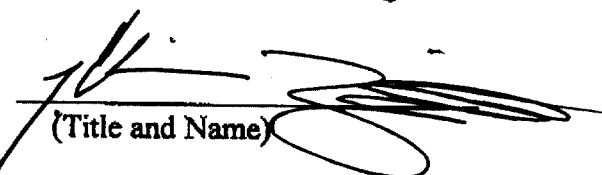
LENDER:

AMERICAN HOME MORTGAGE & INVESTMENT CO., INC.

By:   
(Title and Name)

GRANTEE:

J. R. ZUKIN CORP., a California corporation  
dba Meadow Outdoor Advertising

By:   
(Title and Name)

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STATE OF OREGON )  
County of Cleveland ) ss

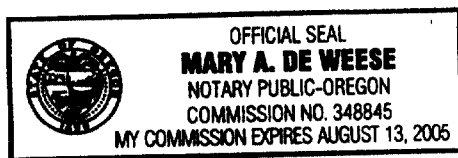
This instrument was acknowledged before me on this 31st day of March, 2003 by J.D. Williams, the President of American Home Mortgage a Corporation, on behalf of such \_\_\_\_\_.



Brenda Wyatt  
NOTARY PUBLIC for Oregon  
My commission expires: 10-17-2003

STATE OF OREGON )  
County of Wasco ) ss

This instrument was acknowledged before me on this 7th day of April, 2003, by J. Chris Zukin, the Vice President of Meadow Outdoor Adv., a Corporation, on behalf of such \_\_\_\_\_.



Mary A. De Weese  
NOTARY PUBLIC for Oregon  
My commission expires: 8/13/05

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**22867**

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.