

2006-020893

Klamath County, Oregon

**AFTER RECORDING, RETURN TO:**

Meadow Outdoor Advertising  
Attn: Chris Zukin  
P.O. Box 331  
The Dalles, Oregon 97058



10/18/2006 09:12:16 AM

Fee: \$41.00

**GRANT OF EASEMENT**

This Grant of Easement is made this 29th day of September, by and between Daniel S. Miller, ("Grantor") and J R ZUKIN CORP., dba MEADOW OUTDOOR ADVERTISING, a California corporation ("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 Chemult, 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, over, under, and above that portion of the Grantor Property described in Exhibit "B" attached hereto and incorporated by this reference (the "Easement Area") to construct, install, maintain, repair, relocate, replace, reconstruct, enlarge, illuminate, re-illuminate and otherwise operate one off-premise advertising sign structure with 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.

1. The easement granted herein is a gross easement.
2. The easement shall include all air space over and above the Grantor Property to a height of 100 feet.
3. The easement granted herein includes additional rights as follows:
  - a. Grantee has 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 Hwy 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 Grantor Property without notice to Grantor, and the duty of Grantor not to place, install, plant, erect or construct any vegetation or any other thing which may, in the exclusive discretion of Grantee, obstruct the view of the Sign, from the Roadway.

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**1- PERPETUAL EASEMENT**

- b. Grantee has the unrestricted right of ingress and egress to, from and over, and the right to remain upon the Grantor Property for the purpose of painting the Sign structure, posting and/or painting of advertising materials, constructing, reconstructing, installing, maintaining, repairing, remodeling, 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. Said right of ingress and egress shall include, without limitation, the right to operate heavy-duty trucks and equipment on the Grantor Property as required for the purposes of this Grant of Easement.
- c. Grantee has the unrestricted 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. Grantor agrees 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.
5. In the event of default or breach, both Grantor and Grantee shall have the right to pursue all remedies available at law and in equity. In the event legal action is instituted to interpret or enforce the terms of this Agreement, including actions pursuant to bankruptcy laws, the prevailing party in such action will be entitled to an award of attorneys' fees and costs of action, in addition to all other relief that may be granted by the court, at trial and on appeal and review.
6. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed.
7. This instrument and the easement granted herein runs with the land, and shall be binding and inure to the benefit of the respective heirs, personal representatives, successors, shareholders, directors, and assigns of the parties hereto.

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## 2- PERPETUAL EASEMENT

GRANTOR:

GRANTEE:

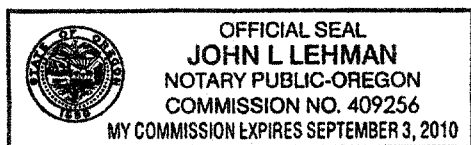
J R ZUKIN CORP., dba  
MEADOW OUTDOOR ADVERTISING,  
a California corporation

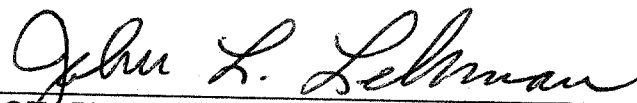
By:   
Daniel S. Miller

By:   
J. Chris Zukin

STATE OF OREGON )  
County of KLAMATH ) ss

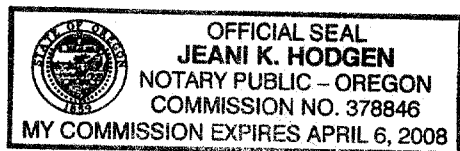
This instrument was acknowledged before me on this 29TH day of  
SEPTEMBER, 2006, by DANIEL S. MILLER.




  
NOTARY PUBLIC for OREGON  
My commission expires: SEPTEMBER 3, 2010

STATE OF Oregon )  
County of Wasco ) ss

This instrument was acknowledged before me on this 2nd day of  
October, 2006 by J Chris Zukin, as  
Vice President, and on behalf of J R ZUKIN CORP., dba MEADOW  
OUTDOOR ADVERTISING, a California corporation.



  
NOTARY PUBLIC for Oregon  
My commission expires: 4/6/08

3- PERPETUAL EASEMENT

**EXHIBIT A**  
**Legal Description of Grantor Property**

**PARCEL 1:**

Lots 4, 5, 8 and 9, Block 3, CHEMULT, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated Chemult Road and of the vacated alleyway that inures to the above described property.

LESS AND EXCEPT the Southerly 50 feet of Lot 8 and the Southerly 50 feet of Lot 9, Block 3, CHEMULT, in the County of Klamath, State of Oregon.

**PARCEL 2:**

Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 3, NORTH CHEMULT, a vacated Subdivision, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated Fourth Street and of the vacated alley way that inures to the above described property.

**PARCEL 3:**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 4, NORTH CHEMULT, a vacated subdivision, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated Fourth Street and of the vacated alley way that inures to the above described property.

CODE 50 MAP 2708-21CB TL 200  
CODE 50 MAP 2708-21BC TL 800

EXHIBIT B  
Description of Easement Area

Beginning at the Northwest corner of Lot 1, Block 4 of NORTH CHEMULT, OREGON as platted and recorded on 6-119-T KLAMATH COUNTY, OREGON. Thence run North 70°53'40" East along the Northerly line of said Lot 1, Block 4 a distance of 100.00 feet to the Northeast corner of said Lot 1; thence North 19°09'27" West 25.0 feet to the center of the vacated Fourth Street (vacated 5/27/82 Comm. Journal M-82 Page 1298) KLAMATH COUNTY. Thence South 70°53'40" West along the center line of said Fourth Street (being parallel with the Northerly line of said Lot 1, Block 4) a distance of 100.0 feet to its intersection with the Easterly right of way of Dalles California Highway U.S. 97; thence South 19°09'27" East 25.0 feet to the Northwest corner of said Lot 1, Block 4, NORTH CHEMULT, OREGON. Located in the Northwest Quarter of Section 21 Township 27 South Range 8, East of the Willamette Meridian, CHEMULT, KLAMATH COUNTY, OREGON.

