

2007-000710

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

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



00012907200700007100040047

01/16/2007 10:32:16 AM

Fee: \$36.00

GRANT OF EASEMENT

This Grant of Easement is made this _____ day of December, 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 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, over, under, and above the Grantor Property 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 Grantor Property 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.
 - b. Grantee has the unrestricted right of ingress and egress to, from

1- PERPETUAL EASEMENT

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.

2- PERPETUAL EASEMENT

GRANTOR:

GRANTEE:

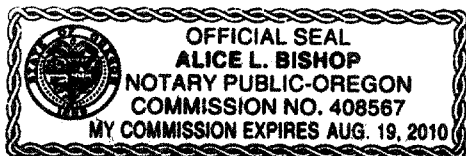
J R ZUKIN CORP., dba
MEADOW OUTDOOR ADVERTISING,
a California corporation

By: Daniel S. Miller
Daniel S. Miller

By: J. Chris Zukin
J. Chris Zukin

STATE OF Oregon)
County of Klamath) ss

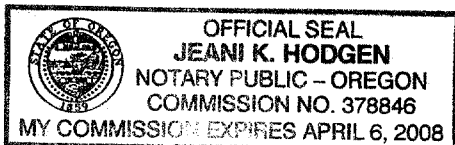
This instrument was acknowledged before me on this 27th day of
December, 2006, by Daniel S. Miller (only)



Alice L. Bishop
NOTARY PUBLIC for Oregon - (SUBT)
My commission expires: August 19, 2010

STATE OF Oregon)
County of Wasco) ss

This instrument was acknowledged before me on this 8th day of
January, 2007 by J. Chris Zukin, as
Vice President, and on behalf of J R ZUKIN CORP., dba MEADOW
OUTDOOR ADVERTISING, a California corporation.



Jeani K. Hodgen
NOTARY PUBLIC for State of Oregon
My commission expires: 4/6/08

3- PERPETUAL EASEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

All of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 5, NORTH CHEMULT, in the County of Klamath, State of Oregon;

ALSO: All that portion of Lot 9, Block 5, NORTH CHEMULT, vacated Chemult Road, and Lot 7, Block 4 of Chemult, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Easterly line of said Lot 9, which is 480 feet South of the most Northerly corner of Lot 1 of said Block 5; thence Southwesterly parallel with the Northerly line of said Lot 9 to a point on the Westerly line of said Lot 7, Block 4; thence Northwesterly along the Westerly line of said Lot 7 to a point on the South line of vacated Chemult Road; thence Westerly along the South line of vacated Chemult Road to a point on the West line of Section 21, Township 27 South, Range 8 East of the Willamette Meridian; thence North along said section line to the Northwest corner of said Lot 9, Block 5; thence Northeasterly along the Northerly line of said Lot 9 to the Northeast corner thereof; thence Southeasterly along the Easterly line of said Lot 9 to the point of beginning.

LESS AND EXCEPT that portion conveyed to the State of Oregon, by and through its Department of Transportation as recorded February 22, 2001 in M01, page 7134 and M01, page 7139.

PARCEL 2

Lots 4, 5, 8 and 9 in Block 3 of CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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.

ALSO EXCEPTING therefrom that portion conveyed to the State of Oregon, by and through its Department of Transportation as recorded in Volume M01, page 13062 and M01, page 13064

PARCEL 3

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

PARCEL 4

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in 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 alleyway that inures to the above described property.

ALSO EXCEPTING therefrom that portion conveyed to the State of Oregon, by and through its Department of Transportation as recorded March 30, 2001 in Volume M01, page 13064.