

2007-004219

Klamath County, Oregon



00017142200700042190050055

03/14/2007 09:08:07 AM

Fee: \$41.00

COVER PAGE

**For placement of label to record
attached 2 Page Non-Disturbance Agreement with
attached Notary Page and Exhibit A**

ORIGINAL LENDER/BENEFICIARY: Robert D. Street

LENDER: Robert D. Street and Donald P. Wagner

EASEMENT HOLDER/GRANTEE: J R Zukin Corporation dba
Meadow Outdoor Advertising

OWNER/BORROWER: Daniel S. Miller

RETURN DOCUMENTS TO: Meadow Outdoor Advertising
PO Box 331
The Dalles, OR 97058

After Recording, Return To:

J. Chris Zukin
Meadow Outdoor Advertising
P.O. Box 331
The Dalles, OR 97058

NON-DISTURBANCE AGREEMENT

ORIGINAL LENDER/
BENEFICIARY:

Robert D. Street

LENDER:

Robert D. Street and Donald P. Wagner

EASEMENT HOLDER/
GRANTEE:

J. R. Zukin corp., a California corporation, dba
Meadow Outdoor Advertising

OWNER/BORROWER:

Daniel S. Miller

The agreement is between LENDER and EASEMENT HOLDER.

On or about April 8, 2003, OWNER executed and delivered to ORIGINAL LENDER a trust deed. The trust deed was recorded on April 15, 2003 as document number M03 23914 in the official records of Klamath County, Oregon. On or about April 15, 2003, ORIGINAL LENDER made assignment of trust deed to LENDER. Assignment of trust deed was recorded on April 28, 2003 as document number M03 26951 and created a lien on the following described real property:

See attached Legal Description, 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 recorded on _____, 2006 recorded as document number _____ in the official 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 lease 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. 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:

Donald P. Wagner

By: _____

Printed Name: DONALD P. WAGNER

Title: Lender

LENDER:

Robert D. Street

By: _____

Printed Name: Robert D. Street

Title: Lender

GRANTEE:

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

By: [Signature]

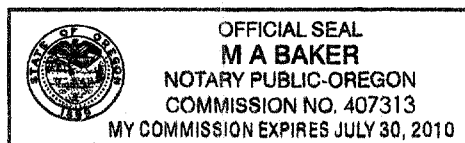
Printed Name: CHRIS ZUKIN

Title: VICE-PRESIDENT

[Notary Acknowledgements on Following Page]

STATE OF OREGON)
County of Benton) ss

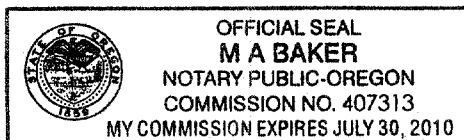
This instrument was acknowledged before me on this 1st day of March, ²⁰⁰⁷~~2006~~ by
Donald P. Wagner.



M A Baker
NOTARY PUBLIC for Oregon
My commission expires: 7-30-2010

STATE OF OREGON)
County of Benton) ss

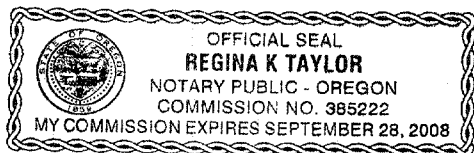
This instrument was acknowledged before me on this 1st day of March, ²⁰⁰⁷~~2006~~ by
Robert D. Street.



M A Baker
NOTARY PUBLIC for Oregon
My commission expires: 7-30-2010

STATE OF OREGON)
County of Wasco) ss

This instrument was acknowledged before me on this 8th day of March, ²⁰⁰⁷~~2006~~ by
J. Chris Zukin, the vice-president of J.R. ZUKIN CORP., a California corporation
dba Meadow Outdoor Advertising, on behalf of such entity.



Regina K. Taylor
NOTARY PUBLIC for Oregon
My commission expires: 9-28-08

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.