

2008-012616

Klamath County, Oregon



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09/09/2008 01:56:45 PM

Fee: \$41.00

**After Recording, Return To:**

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

**NON-DISTURBANCE AGREEMENT**

LENDER: Wells Fargo Bank, National Association

LEASE HOLDER/GRANTEE J R Zukin Corporation, a California corporation, dba  
Meadow Outdoor Advertising

OWNER/BORROWER: Klamath High Desert, LLC, an Oregon limited liability company

The agreement is between LENDER and LEASE HOLDER.

On or about March 4, 2004, OWNER executed and delivered to LENDER a trust deed. The trust deed was recorded on March 11, 2004 in Volume: M04, page 13915, Microfilm  
Records of Klamath County, Oregon in the official records of Klamath County, Oregon,  
and created a lien on the following described real property:

**See Legal Description Attached as 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 a lease as described in an instrument recorded on March 11, 2008 recorded as document number  
✓ 2008-003064 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 lease, 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.

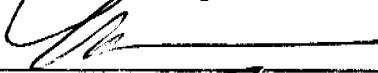
In the event litigation is instituted to interpret or enforce the terms of this Non-Disturbance Agreement, including litigation pursuant to the Bankruptcy laws of the United States, the prevailing

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: Wells Fargo Bank, National Association


By: 

Printed Name: Peggy N. Brockman

Title: Assistant Vice President

GRANTEE:

J R ZUKIN Corporation, a California corporation,  
dba Meadow Outdoor Advertising

By: 

Printed Name: J. CHRIS ZUKIN

Title: 8-25-2008

[Notary Acknowledgements on Following Page]

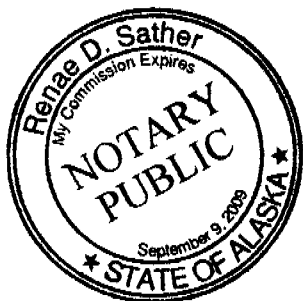
STATE OF Alaska

County of Anchorage

Third Judicial District

) ss

This instrument was acknowledged before me on this 13 day of August, 2008 by Peggy N Brockman, the Assistant Vice President of Wells Fargo Bank NA, on behalf of such entity. Anchorage Business Banking



Renae D Sather

NOTARY PUBLIC for Alaska

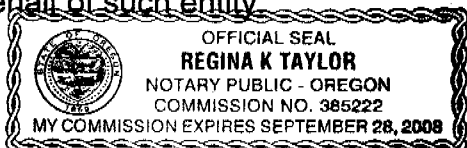
My commission expires: 9/9/2009

STATE OF OREGON

County of Wasco

) ss

This instrument was acknowledged before me on this 25<sup>th</sup> day of August, 2008 by J. CHRIS ZUCIN, the VICE PRESIDENT of JR ZUCIN CORP on behalf of such entity.



Regina K. Taylor

NOTARY PUBLIC for Oregon

My commission expires: 9-28-08

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

A tract of land situated in the SW1/4 of the NW1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southeasterly right of way line of the Weed-Klamath Falls Highway, which point is North 44° 50 1/2' East a distance of 138 feet from the intersection of the Southeasterly line of said Highway with the Westerly line of Section 8, and thence the point of beginning; thence continuing North 44° 50 1/2' East along said Southeasterly line a distance of 300 feet; thence North 45° 09 1/2' West a distance of 20 feet; thence North 44° 50 1/2' East along aforementioned Highway right of way line a distance of 50 feet; thence South 45° 09 1/2' East at right angles a distance of 320 feet; thence South 44° 09 1/2' West parallel to said Highway line a distance of 350 feet; thence North 45° 09 1/2' West 300 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Klamath County, by Deed dated February 20, 1985, recorded April 1, 1985 in Volume M85, page 4700; and Deed dated March 19, 1985, recorded April 1, 1985 in Volume M85, page 4702, all Microfilm Records of Klamath County, Oregon.