


2010-009313

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

Meadow Outdoor Advertising
Attn: Chris Zukin
P.O. Box 331
~~1127 Bargeway Road~~ 
The Dalles, Oregon 97058



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08/06/2010 11:14:21 AM

Fee: \$52.00

GRANT OF EASEMENT

This Grant of Easement is made this 5TH day of AUGUST, 2010 by and between Timothy A. Skillingstad ("Grantor") and J. R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising, ("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 the County of Klamath, State of 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 deal with an off-premise advertising sign structure with necessary and 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 Highway 97 (the "Roadway") or any successor roadway. Such perpetual easement of unobstructed view includes, without limitation, the right of Grantee to trim or


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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 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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GRANTOR:

By: Timothy A. Skillingsstad

Print: Timothy A. SKILLINGSSTAD

GRANTEE:

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

By: J. Chris Zukin

Print: J. CHRIS ZUKIN

Title: VICE - PRESIDENT

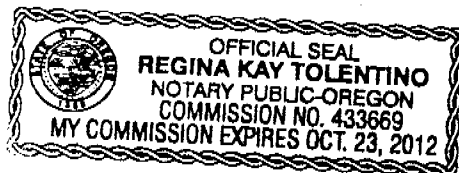
STATE OF OREGON)
 KLAMATH) ss
County of WASCO)

This instrument was acknowledged before me on this 5TH day of AUGUST, 2010, by TIMOTHY A. SKILLINGSSTAD.

Glenn L. Lehman
NOTARY PUBLIC for Oregon
My commission expires: SEPTEMBER 3, 2010

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 4TH day of AUGUST, 2010 by J. CHRIS ZUKIN, as VICE PRESIDENT, and on behalf of J. R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising.



Regina Kay Tolentino
NOTARY PUBLIC for Oregon
My commission expires: 10-23-12

EXHIBIT "A"

Property Legal Description

A tract of land situated in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly right of way line of the Dalles-California Highway which lies North 89 degrees 42' West a distance of 770.8 feet and South 6 degrees 02' West a distance of 20.1 feet from the iron pin which marks the quarter section corner common to Section 7 and 18, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon; and running thence; continuing South 6 degrees 02' West along the Westerly right of way of the Dalles-California Highway a distance of 161.5 feet to an iron pin; thence North 89 degrees 42' West parallel to the North line of said Section 18 a distance of 538.1 feet to an iron pin on the 40 line; thence North 2 degrees 32' East along the 40 line a distance of 160.7 feet to an iron pin which lies 20 feet South from the North section line of said Section 18; thence South 89 degrees 42' East parallel to and 20 feet Southerly from the North line of said Section 18 a distance of 547.2 feet, more or less, to the point of beginning, said tract containing 2.00 acres, more or less, in the Northeast quarter of Northwest quarter of Section 18, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING that portion conveyed to State of Oregon, by and through its state Highway Commission, by deed recorded on page 511, of Volume 135, of Deeds.

TOGETHER WITH that portion of a vacated road as disclosed by County Commissioners Journal 20-411.

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