

2011-004144

Klamath County, Oregon



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03/29/2011 03:09:55 PM

Fee: \$87.00

MT08890-KR

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

1. Name(s) of the Transaction(s): Easement
Agreement

2. Direct Party (Grantor):

J.R. Zukin

3. Indirect Party (Grantee):

N/A

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

See attached

8700

UTC 881910-KR

After Recording, Return To:

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

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("Agreement") is entered into by and among Ocwen Loan Servicing, LLC ("OCWEN"), acting on behalf of Deutsche Bank National Trust Company, as Trustee Morgan Stanley Structured Trust I 2007-1 Asset-Backed Certificates, 2007-1 ("CURRENT HOLDER"), J.R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising ("GRANTEE") and Timothy A. Skillingstad ("OWNER") and affects the Property described in Exhibit A attached hereto.

WHEREAS, OWNER is the owner of the property described in that certain Warranty Deed, recorded on January 9, 2002 in Volume M02 Page 01324 in the Microfilm records of Klamath County, Oregon ("Property"); and

WHEREAS, on or about March 22, 2007, OWNER executed and delivered to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Accredited Home Lenders, Inc., a California Corporation, a Deed of Trust, recorded on March 28, 2007 as document number Volume 2007, page 005796, Microfilm records of Klamath County, Oregon (the "Deed of Trust"); and

WHEREAS, the Deed of Trust created a lien on the Property; and

WHEREAS, CURRENT HOLDER is the owner and holder of the Deed of Trust and the debt secured thereby; and

WHEREAS, GRANTEE occupies a portion of the above described real property (the "Easement Area" as described in Exhibit B attached) pursuant to an easement as described in an instrument recorded on August 6, 2010, recorded as document number 2010-009313 in the official records of Klamath County, Oregon, and as corrected by an instrument recorded on March 3, 2011 in the official records of Klamath County, Oregon as document number 2011-003167; and

WHEREAS, GRANTEE and OWNER have requested that CURRENT HOLDER agree not to disturb GRANTEE's rights to use the Easement in the event CURRENT HOLDER should foreclose the Deed of Trust; provided that GRANTEE performs all its duties and obligations under the Easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for value received and sufficient consideration which the parties hereby acknowledge, the parties agree as follows.

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1. **Nondisturbance.** CURRENT HOLDER, its successors, assigns or subsequent holders of the beneficial interest in the Deed of Trust hereby covenant, consent and agree with GRANTEE that for so long as GRANTEE shall perform all its duties and obligations under the Easement, no foreclosure of the Deed of Trust and/or acquisition of title to the herein described property by CURRENT HOLDER or any other party shall serve as a termination of the Easement, which shall continue in full force and effect so long as GRANTEE shall perform its duties and obligations thereunder.

2. **Effective Date.** As a condition to CURRENT HOLDER's obligations under this Agreement, OWNER shall make a payment in immediately available funds in the sum of fifteen thousand U.S. dollars (\$15,000.00) to CURRENT HOLDER or its designee to reduce the outstanding principal balance of the debt secured by the Deed of Trust ("Principal Reduction Payment"). This Agreement shall take effect on the date (the "Effective Date") that OCWEN, on behalf of CURRENT HOLDER, receives the Principal Reduction Payment.

3. **Term.** The parties hereto agree that this Agreement shall terminate and be of no further effect when the Deed of Trust is reconveyed or terminated of record.

4. **Attornment.** GRANTEE shall attorn to and recognize any purchaser of the Property at a foreclosure sale, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as grantor(s) under the Easement on the same terms and conditions set forth therein.

5. **Foreclosure and Sale.** In the event of foreclosure under the Deed of Trust, or upon a sale of the Property pursuant to the trustee's power of sale contained therein, or foreclosure, then, so long as GRANTEE complies with this Agreement and is not in default under any of the terms, covenants, or conditions of the Easement, the Easement shall continue in full force and effect as a direct agreement between the succeeding owner of the Property and GRANTEE; provided, however, that CURRENT HOLDER, or any succeeding owner of the Property, shall not be:

- (a) liable for any act or omission of the OWNER;
- (b) liable or obligated to expand the Easement, pay or construct additional improvements on the Easement or otherwise expend funds which are capital in nature, other than expenses for ordinary maintenance and repair;
- (c) liable to repair the Easement to the extent insurance proceeds are not available therefore;
- (d) liable for any obligation to indemnify or reimburse GRANTEE, any leasehold mortgagee, or any other third party or any of their respective successors and assigns from and against any loss, liability, damage or cost relating to or arising from the condition of the Property or the presence of any toxic or hazardous materials on, under or about the Easement; or

(e) liable for any obligation to indemnify or reimburse GRANTEE, any leasehold mortgagee, or any other third party or any of their respective successors and assigns from and against any loss, liable, damage or cost relating to or arising from the Easement.

6. **No Impairment.** It is expressly understood and agreed that nothing herein contained shall be construed to change, alter, impair or affect the lien and charge or provisions of the Deed of Trust.

7. **Miscellaneous.**

(a) CURRENT HOLDER shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Easement or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, OWNER's title, OWNER's authority, habitability, fitness for purpose or possession.

(b) In the event that CURRENT HOLDER shall acquire title to the Property, CURRENT HOLDER shall have no obligation, nor incur any liability, beyond CURRENT HOLDER's then equity interest, if any, in the Property, and CURRENT HOLDER, Ocwen Loan Servicing, LLC and each of their respective affiliates and successors are hereby released and relieved of any other obligations, except as set forth hereunder.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns; provided, however, that in the event of the assignment or transfer of the interest of CURRENT HOLDER, all obligations and liabilities of CURRENT HOLDER under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom CURRENT HOLDER's interest is assigned or transferred; and provided further that the interest of GRANTEE under this Agreement may not be assigned or transferred without the prior written consent of CURRENT HOLDER or its successors and permitted assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) **IN NO EVENT SHALL OCWEN OR CURRENT HOLDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE.**

(g) **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO**

RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR WHICH RELATE TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

(h) It is understood by the parties hereto that this Agreement constitutes the entire agreement between the parties with regard to the subject matter hercof. 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.

(i) In the event any legal action, including court action, voluntary arbitration and actions pursuant to bankruptcy laws, shall be instituted to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs of action, together with such other relief as may be awarded.

Dated this 16 day of March, 2011.

CURRENT HOLDER: Deutsche Bank National Trust Company, as Trustee Morgan Stanley Structured Trust I 2007-1 Asset-Backed Certificates, 2007-1

By: OCWEN LOAN SERVICING, LLC, as attorney-in-fact for CURRENT HOLDER

By:  _____

Printed Name: Christina Carter

Title: Manager, Account Management

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

By: SIGNED IN COUNTERPART

Printed Name: _____

Title: _____

OWNER:

By:  _____
Timothy A. Skillingstad

RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR WHICH RELATE TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

(h) It is understood by the parties hereto that this 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.

(i) In the event any legal action, including court action, voluntary arbitration and actions pursuant to bankruptcy laws, shall be instituted to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs of action, together with such other relief as may be awarded.

Dated this 10~~th~~ day of March, 2011.

CURRENT HOLDER: Morgan Stanley Mortgage Capital Holdings, LLC

By: OCWEN LOAN SERVICING, LLC, as attorney-in-fact for CURRENT HOLDER

By: SIGNED IN COUNTERPART

Printed Name: _____

Title: _____

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

By: 

Printed Name: CHRIS ZUKIN

Title: VICE-PRESIDENT

OWNER:

By: SIGNED IN COUNTERPART

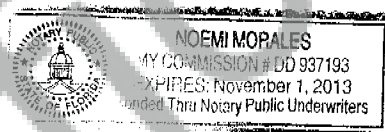
Timothy A. Skillingstad

STATE OF FLORIDA)
) ss
County Of Palm Beach)

I, Noemi Morales , a Notary Public of the County and State aforesaid, certify that Christina Carter, as authorized representative of Ocwen Loan Servicing, LLC, the attorney-in-fact for : Deutsche Bank National Trust Company, as Trustee Morgan Stanley Structured Trust I 2007-1 Asset-Backed Certificates, 2007-1, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this 17 day of March, 2011.

[Signature]
NOTARY PUBLIC for _____
My commission expires: _____



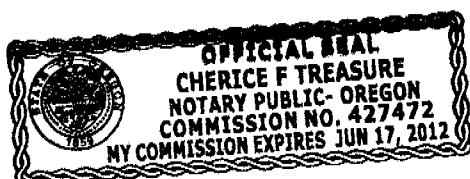
STATE OF _____)
) ss
County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2011 by _____, the _____ of J.R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising on behalf of such entity.

NOTARY PUBLIC for _____
My commission expires: _____

STATE OF Oregon)
) ss
County of Klamath)

This instrument was acknowledged before me on this 17th day of March, 2011 by Timothy A. Skillingstad.



Cherice F. Treasure
NOTARY PUBLIC for Oregon
My commission expires: 6/17/2012

STATE OF FLORIDA)
) ss
County Of Palm Beach)

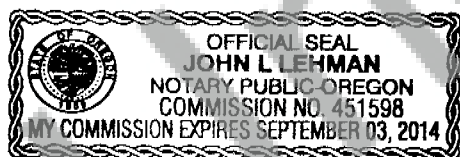
I, _____, a Notary Public of the County and State aforesaid, certify that _____, as authorized representative of Ocwen Loan Servicing, LLC, the attorney-in-fact for: Deutsche Bank National Trust Company, as Trustee Morgan Stanley Structured Trust I 2007-1 Asset-Backed Certificates, 2007-1, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this ____ day of March, 2011.

NOTARY PUBLIC for _____
My commission expires: _____

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 10TH day of MARCH, 2011 by CHRIS ZUKIN, the VICE-PRESIDENT of J.R. Zukin Corporation, a California corporation, dba Meadow Outdoor Advertising on behalf of such entity.



John L. Lehman
NOTARY PUBLIC for OREGON
My commission expires: SEPT. 3, 2014

STATE OF _____)
) ss
County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2011 by Timothy A. Skillingstad.

NOTARY PUBLIC for _____
My commission expires: _____

EXHIBIT "A"
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.

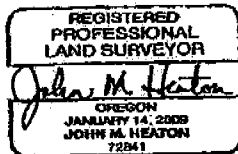
TOGETHER WITH that portion of a vacated road as disclosed by County Commissioners Journal 20-411.

EXHIBIT B

LEGAL DESCRIPTION

AN EASEMENT SITUATED IN THE NE1/4 NW1/4 OF SECTION 18, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 18 AND THE WEST RIGHT OF WAY LINE OF WOCUS ROAD, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 18 BEARS S89°42'00"E 770.39 FEET; THENCE N89°42'00"W, ALONG THE SAID NORTH LINE OF SECTION 18, 451.98 FEET TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF HIGHWAY 97; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S81°34'08"W 7204.01 FEET AND CENTRAL ANGLE EQUALS 00°38'17") 801.23 FEET; THENCE, LEAVING THE SAID EAST RIGHT OF WAY LINE, S89°42'00"E 60.64 FEET; THENCE N08°01'54"W 60.00 FEET; THENCE S89°42'00"E 386.29 FEET TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF WOCUS ROAD; THENCE N06°02'00"E 20.10 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 7561 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.



John M. Heaton
JOHN M. HEATON P.L.S. 72841

RENEWAL DATE 6/30/11

True-Line Surveying, Inc. • 2333 Summers Lane, Klamath Falls, OR. 97603
Fax: (541) 862-3790
www.true-line.com

EXHIBIT MAP

FOR SIGN EASEMENT AREA
SITUATED IN THE NE1/4 NW1/4 OF SECTION 18, T38S, R9EWM
KLAMATH COUNTY, OREGON
MARCH, 2011

NORTH LINE OF SECTION 1A

NORTH LINE OF SECTION 1A

308 42'00" 348.29

308 42'00" 348.29

L=80.23
 Δ=0036'17"
 R=7204.01
 LG=90000'43"E
 80.23

L=80.23
 Δ=0036'17"
 R=7204.01
 LG=90000'ΔJ'E
 80.23

WOCUS ROAD

STATE HIGHWAY 97

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Am. M. K. K.

OREGON
JANUARY 14, 2009
JOHN M. HEATON

RENEWAL DATE: 8-30-11

MEADOW OUTDOOR ADVERTISING INC. REQUESTED TRU-LINE SURVEYING INC. TO STAKE OUT THE SEEN EASEMENT AREA AS WELL AS PREPARE AN EXHIBIT MAP AND LEGAL DESCRIPTION TO ACCOMPANY. SURVEY MONUMENTS FOUND FROM R.O.S. 7661 WERE USED TO ESTABLISH THE BOUNDARY OF THE PROPERTY DESCRIBED IN DEED VOLUME W02, PAGE 1534 FOR THE PURPOSE OF THIS SURVEY.

1" = 40'

TRU SURVEYING INC. LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

2333 SUMMERS LANE

1000 SOMMER'S LANE
KLAMATH FALLS, OREGON 97603

RENEWAL DATE: 8-30-11