

2013-008761

Klamath County, Oregon



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08/02/2013 08:32:55 AM

Fee: \$62.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING RETURN TO -

Meadow Outdoor Advertising
Attn: Chris Zukin
PO Box 331
The Dalles, OR 97058

2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)

GRANT OF EASEMENT

3. DIRECT PARTY / GRANTOR and Address - Required by ORS 234(1)(b)

KENNETH J. WILSON, PO BOX 160, CHEMULT, OR 97731

4. INDIRECT PARTY / GRANTEE Names and Addresses - Required by ORS 205.234(1)(b)

J R ZUKIN CORPORATION, A CALIFORNIA CORPORATION DOING BUSINESS AS MEADOW
OUTDOOR ADVERTISING, ATTN: J. CHRIS ZUKIN, P. O. BOX 331, THE DALLES, OR 97058

**5. UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING
ADDRESS:**

NO CHANGE

**6. TRUE AND ACTUAL CONSIDERATION -
Required by ORS 93.030**

NOT APPLICABLE

**7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A LIEN
OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE - Required
by ORS 312.125(4)(b)(B): 168749**

AFTER RECORDING, RETURN TO:

Meadow Outdoor Advertising
Attn: Chris Zukin
P.O. Box 331
1201 Bargeway Road
The Dalles, Oregon 97058

GRANT OF EASEMENT

This Grant of Easement is made this 28th day of JUNE, 2013 by and between KENNETH J. WILSON, ("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 CHEMULT, 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 Hwy 97 (the "Roadway") or any successor roadway. Such perpetual easement of unobstructed view includes, without limitation, the right of Grantee

1- PERPETUAL EASEMENT

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 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.

GRANTOR:

GRANTEE:

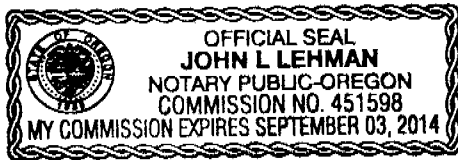
J. R. ZUKIN CORP., dba
MEADOW OUTDOOR ADVERTISING,
a California corporation

By: Kenneth J. Wilson

By: [Signature]

STATE OF OREGON)
) ss
County of KLAMATH)

This instrument was acknowledged before me on this 28th day of
JUNE, 2013, by KENNETH J. WILSON.



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

STATE OF OREGON)
) ss
County of _____)

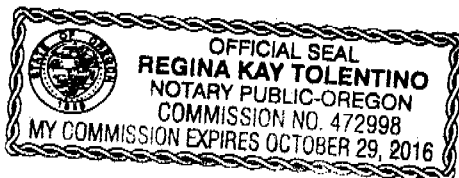
This instrument was acknowledged before me on this _____ day of
_____, 2013, by _____

NOTARY PUBLIC for Oregon
My commission expires: _____

3- PERPETUAL EASEMENT

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 15 day of
JULY, 2013 by J. CHRIS ZUKIN, as
PRESIDENT, and on behalf of J. R. ZUKIN CORP., dba MEADOW
OUTDOOR ADVERTISING, a California corporation.



Regina Kay Tolentino
NOTARY PUBLIC for Oregon
My commission expires: 10-29-16

EXHIBIT A

Legal Description of Grantor Property

A tract of land situated in Block 8, CHEMULT and in the SW1/4 SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of the Dalles-California Highway and the Northerly line of Block 8, CHEMULT; said point also being the Northwest corner of Block 8, CHEMULT; thence Northeasterly along the Northerly line of said Block, 150 feet to the true point of beginning; thence continuing Northeasterly along said Northerly line 151.5 feet to the Northeasterly corner of said Block; thence South 20°54' East along the Easterly line of said Block, 421.8 feet; thence South 70°36' West 312.8 feet to the Easterly right of way line of said highway; thence Northwest along said highway right of way line 272.2 feet; thence Northeasterly parallel to the Northerly line of said Block, 150 feet; thence Northwesterly parallel to said highway 150 feet to the point of beginning.