

2014-001074

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

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



00148235201400010740040043

02/06/2014 12:41:57 PM

Fee: \$57.00

GRANT OF EASEMENT

This Grant of Easement is made this 19TH day of SEPTEMBER, 2013
by and between Daryle P. Zierke, ("Grantor") and J. R. ZUKIN CORP., 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 Klamath County, 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,
digitize, 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 to trim or
remove vegetation or any other obstructions on the Grantor Property without

1- PERPETUAL EASEMENT

(62) D. P. Z.

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.

(12) D. P. Z.

GRANTOR:

Daryle P. Zierke

GRANTEE:

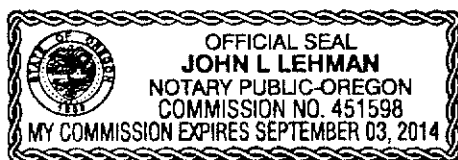
J. R. ZUKIN CORP., a California
corporation, dba MEADOW OUTDOOR
ADVERTISING

By: Daryle P. Zierke

By: [Signature]

STATE OF OREGON)
) ss
County of KLAMATH)

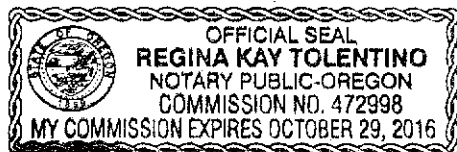
This instrument was acknowledged before me on this 19TH day of
SEPTEMBER, 2013, by DARYLE P. ZIERKE.



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

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 3RD day of
FEBRUARY, 2014, as J. CHARLIE ZUKIN, PRESIDENT, and on
behalf of J. R. ZUKIN CORP., a California corporation, dba MEADOW OUTDOOR
ADVERTISING.



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

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(C2) D.P.Z.

EXHIBIT A

Legal Description of Grantor Property

That portion of Lot 28 in Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying between the Easterly right-of-way line of Southern Pacific Railway and Westerly right of way line of Dalles-California Highway.

D. P. J. (12)