AFTER RECORDING, RETURN TO:

2015-008461 Klamath County, Oregon

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07/29/2015 11:47:50 AM

Fee: \$62.00

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 2874 day of 2015 by and between LA VERN T. LAUGSAND and NORMA FRAN LAUGSAND, as trustees of THE LAUGSAND FAMILY TRUST DATED JUNE 11, 1997, ("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 Falls, 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, digitize 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.
- 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 Washburn Way, (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 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, digitizing 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: GRA	NTEE:	
FRAN LAUGSAND, as trustees of THE corpo	ZUKIN CORP., a California bration, dba MEADOW OUTDOOR ERTISING	
By:	11.	
STATE OF <u>OREGON</u>) ss County of <u>JOSEPHINE</u>)		
This instrument was acknowledged before me on this		
STATE OF OREGON) ss County of WASCO		
This instrument was acknowledged before me	<u>Снав Zukin</u> , as I R ZUKIN CORP., a California	
	UBLIC/for OREGON sion expires: 10-29-16	

GRANTEE:

3- PERPETUAL EASEMENT

GRANTOR:	GRANTEE:	
LA VERN T. LAUGSAND and NORMA FRAN LAUGSAND, as trustees of THE LAUGSAND FAMILY TRUST DATED JUNE 11, 1997	J R ZUKIN CORP., a California corporation, dba MEADOW OUTDOOR ADVERTISING	
By: Norma Fran Langsand Truster	By:	
STATE OF OREGON) ss		
County of County of Live (County of Live)		
This instrument was acknowledged before me on this day of		
OFFICIAL STAMP JOHN LEE LEHMAN NOTARY PUBLIC-OREGON COMMISSION NO. 931161 MY COMMISSION EXPIRES AUGUST 05, 2018 NOTARY PUBLIC for		
STATE OF)) ss		
County of)		
This instrument was acknowledged before me on this day of,, as, and on behalf of J R ZUKIN CORP., a California corporation, dba MEADOW OUTDOOR ADVERTISING.		
·		
NOTARY PUBLIC for		
My commission expires:		

3- PERPETUAL EASEMENT

EXHIBIT A

Legal Description of Grantor Property

A tract of land situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land conveyed to Fremont Glass & Millwork Co., recorded in Volume M-70 at Page 1756, Klamath County Deed Records; thence South 00 degrees 02' 15" East along the Easterly right of way line of Washburn Way a distance of 200.00 feet to a 5/8 inch iron pin on the true point of beginning of this description; thence South 00 degrees 02' 15" East along the Easterly right of way line of Washburn Way a distance of 125.00 feet to a 5/8 inch iron pin; thence South 89 degrees 30' 00" East parallel with the South line of said Fremont Glass & Millwork Co. Tract, a distance of 175.00 feet to a 5/8 iron pin; thence North 00 degrees 02' 15" West parallel with Washburn Way a distance of 125.00 feet to a 5/8 inch iron pin; thence North 89 degrees 30' 00" West a distance of 175.00 feet to the true point of beginning of this description.

CZ) NJ. R. J