

## AFTER RECORDING, RETURN TO:

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



00201566201700035180050056

04/04/2017 10:11:14 AM

Fee: \$62.00

Returned at Counter

## GRANT OF EASEMENT

This Grant of Easement is made this 10<sup>th</sup> day of March, 2017  
 by and between **James C. Rogers and JoAnn Rogers**, ("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.
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 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.

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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:

James C. Rogers

By: James C. Rogers

JoAnn Rogers

By: JoAnn Rogers

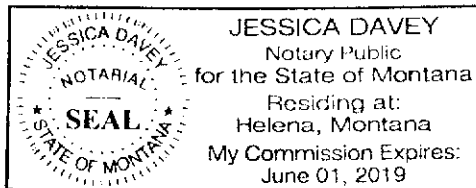
GRANTEE:

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

By: [Signature]

STATE OF MT  
County of Lewis & Clark ss

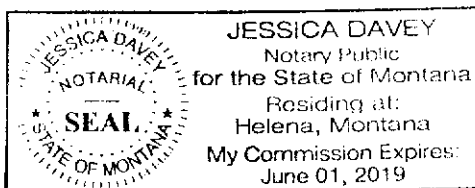
This instrument was acknowledged before me on this 10th day of March,  
2017, by James C. Rogers.



Jessica Davey  
NOTARY PUBLIC for State of Montana  
My commission expires: June 1, 2019

STATE OF MT  
County of Lewis & Clark ss

This instrument was acknowledged before me on this 10th day of March,  
2017, by JoAnn Rogers.



Jessica Davey  
NOTARY PUBLIC for State of Montana  
My commission expires: June 1, 2019

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STATE OF OREGON )  
County of WASCO ) ss

This instrument was acknowledged before me on this 20TH day of MARCH, 2017 by J. CHRIS ZUKIN, as 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: 10-20-20

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## EXHIBIT A

### Legal Description of Grantor Property

A tract of land situated in Lot 3, Block 2, as shown on the map entitled "TRACT NO. 1080, WASHBURN PARK," a duly recorded subdivision in Klamath County Oregon, said tract of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3, said point being at the intersection of the Southerly right of way line of the O.C. & E. Railroad and the Westerly right of way line of Washburn Way; thence South  $00^{\circ} 03' 30''$  West, along said Washburn Way right of way line, 94.58 feet; thence North  $89^{\circ} 56' 30''$  West 161.96 feet to a point on the West line of said Lot 3; thence North  $00^{\circ} 03'$  East 138.59 feet to a point on a curve, radius point of which bears South  $06^{\circ} 50' 01''$  East 356.28 feet; thence along the arc of a said curve to the right (central angle equals  $08^{\circ} 32' 26''$  and radius equals 356.28 feet) 53.1 feet to a point on the said Southerly right of way line of the O.C. & E. Railroad, being the North line of said Lot 3; thence South  $66^{\circ} 51' 15''$  East 118.43 feet to the point of beginning.

EXCEPTING the Southerly 10 feet thereof as evidenced by Lot Line Adjustment 18-96 on file in the office of the Klamath County Planning Department.

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