

AFTER RECORDING, RETURN TO:

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

2020-000414

Klamath County, Oregon

01/13/2020 08:46:00 AM

Fee: \$107.00


AmeriTitle
MTC 326265 AM

GRANT OF EASEMENT

This Grant of Easement is made this 13 day of DECEMBER, 2019 by and between Haskett, LLC ("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 that portion of the Grantor Property described in Exhibits "B" and "C" attached hereto and incorporated by this reference (the "Easement Area") 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 Easement Area by persons traveling on South 6th Street / Highway 39 (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.

J.G.
Initial


Initial

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:

Haskett, LLC

By: Todd R. Greer

Print: TODD R. GREER

Title: PRESIDENT

GRANTEE:

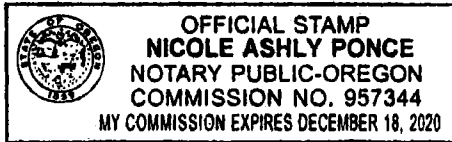
J R ZUKIN CORP.,
a California corporation
dba MEADOW OUTDOOR
ADVERTISING

By: J. Chris Zukin
General Manager

(Notary acknowledgments are contained on the following page.)

STATE OF Oregon)
) ss
County of Josephine)

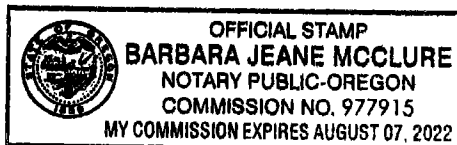
This instrument was acknowledged before me on this 13th day of
December, 2019 by Todd F. Greer, as
President, and on behalf of Haskett, LLC.



Nicole Ashly Ponce
NOTARY PUBLIC for 12-18-2019 Nicole Ashly P.
My commission expires: 12-18-2020
Washington Federal Bank N.P.

STATE OF OREGON)
) ss
County of WASCO)

This instrument was acknowledged before me on this 3rd day of
JANUARY, 2020 by J. Chris Zukin, as
General Manager, and on behalf of J R ZUKIN CORP., a California
corporation, dba MEADOW OUTDOOR ADVERTISING



Barbara Jeane McClure
NOTARY PUBLIC for MEADOW outdoor
My commission expires: 8-7-2022

EXHIBIT A

Legal Description of Grantor Property

Lots 15 and 22, HIGHLAND PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO a portion of Lot 21, HIGHLAND PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 21; thence North 89° 56' East, along the North line of said Lot 21, a distance of 62.60 feet; thence South 02° 45' 16" East, a distance of 62.84 feet to a point on the Southerly line of said Lot 21; thence North 60° 34' West, along the Southerly line of said Lot 21, a distance of 10.46 feet to the Southwest corner of said Lot 21; thence North 46 ° 08' West, along the Westerly line of said Lot 21, a distance of 80.00 feet to the point of beginning.

EXCEPTING therefrom that portion of the above described premises conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded October 14, 1971 in Volume M71, page 10814, Microfilm Records of Klamath County, Oregon

T.G.
Initial

CC
Initial

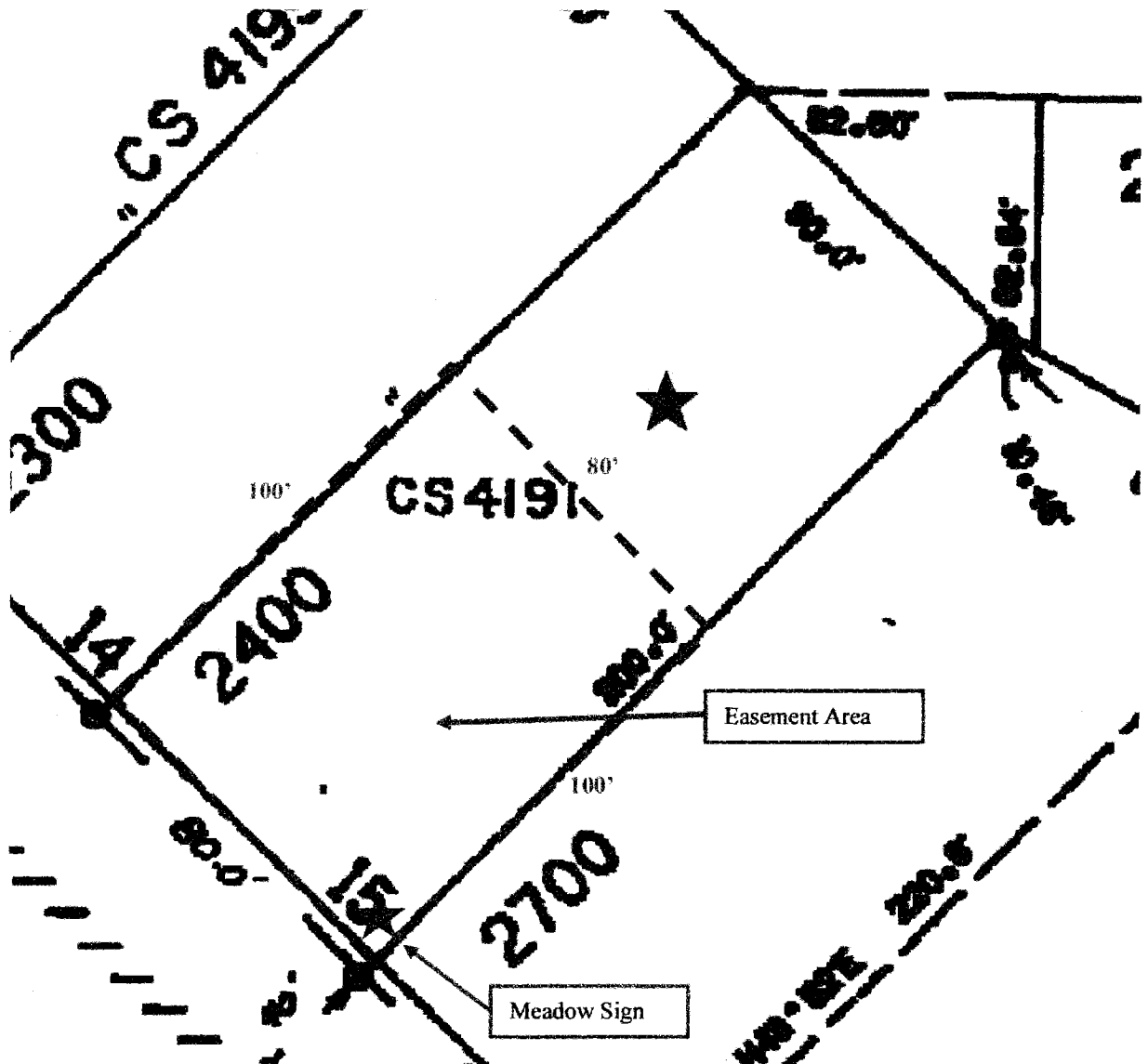
EXHIBIT B
Description of Easement Area

A rectangular area the width (80') of Lot 15 (Tax Lot 2400) along State Highway 39 and 100' in length back onto property as shown in Exhibit "C" in this document.

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EXHIBIT C
Map of Easement Area



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