

TIMBER DEED

Subject to the following terms and conditions, Dorothy Chapman Stewart, formerly Dorothy F. Chapman, whose address is P.O. Box 1029, Cottage Grove, Oregon (hereinafter referred to as the "Seller"), does hereby grant, bargain, sell and convey to JELD-WEN, inc., an Oregon corporation with its principal offices located at 3303 Lakeport Boulevard, Klamath Falls, Oregon (hereinafter referred to as the "Buyer"), its successors and assigns, all merchantable timber located on the real property described in Exhibit A, which is attached hereto and by this reference made a part hereof (hereinafter referred to as the "Seller's Property"). "Merchantable timber" shall include all trees approximately twelve (12) inches in diameter at a point four and one-half (4½) feet from the ground.

1. Grant of Cutting Rights. The Buyer, its successors and assigns, shall have from July 1, 1984 until September 30, 1984, to cut, harvest and remove all such merchantable timber from Seller's Property and all trees not harvested and removed by the termination hereof shall revert to the Seller; provided, however, that should Buyer be unable to harvest and remove the merchantable timber or any part thereof during the three (3) month period provided herein because of adverse weather conditions or any other reason beyond the reasonable control of the Buyer, then upon the request of the Buyer, this Timber Deed shall be extended for such additional time, not to exceed three (3) months, as may be required by the Buyer to harvest and remove such timber.

2. Price. Buyer shall pay to Seller, the sum of ONE HUNDRED TEN AND NO/100THS DOLLARS (\$110.00) per thousand board feet of merchantable timber removed from the following described property, which constitutes a portion of Seller's Property, to wit:

The E½ of the NW¼; the E½ of the NE¼ of the SW¼; The W½ of the SE¼ of the SE¼ in Section 16 and the NE¼ of the NE¼ of Section 21, Township 37 South Range, 11½ East of the Willamette Meridian, Klamath County, Oregon.

Buyer shall not have to pay for the merchantable timber harvested and removed from the balance of Seller's Property, as described in Exhibit A. The actual volume of merchantable timber for which Buyer is required to make payment shall be determined by the Southern Oregon Scaling Bureau. Buyer shall make payment to the Seller by the tenth (10th) of each month following the month in which the timber was harvested and removed and shall provide, if requested, copies of all scaling tickets.

3. Right of Ingress and Egress. The Buyer, its successors and assigns, shall have the right of ingress and egress to and shall have the right to move machinery and equipment of every kind upon Seller's Property for the purposes of harvesting and removing the merchantable timber located thereon, for so long as this Timber Deed is in full force and effect and has not been terminated.

4. Buyer's Obligations. It is the obligation of the Buyer, in exercising the rights granted it hereunder, to follow, at all times, good and accepted logging practices including, but not limited to, the following:

(a) Where practicable, trees shall be felled and logging practices shall be conducted so as not to damage fences or other trees or timber, including young timber growth, that will remain upon the Seller's Property;

(b) Should the Buyer break, cut or damage any fence, gate or gap now on Seller's Property, then the Buyer shall promptly repair, replace and restore such fence, gate or gap to its original condition;

(c) Buyer agrees that all roads constructed or improved by it on Seller's Property in connection with the logging of timber hereunder, and all bridges, gates, culverts, drainage structures and like improvements will be installed as permanent improvements, and will be left intact at the completion of logging operations, and will become the property of the Seller when this Timber Deed expires. Upon completion of all logging operations hereunder, Buyer shall blade all such roads and leave them in such condition so as to prevent or minimize erosion or runoff.

(d) The Buyer agrees to operate hereunder in such a way as to minimize interference with any farming or livestock operations being conducted on Buyer's property;

(e) The Buyer agrees that it and its servants, agents, employees and subcontractors operating upon Seller's Property shall, at all times, take care, precaution and effort to prevent the start and spread of fires, and Buyer shall comply strictly with all state and federal laws and regulations applicable to its operations, particularly those relating to fire control and prevention, labor, chemical application, forest conservation and harvesting.

(f) The Buyer agrees to machine pile all logging slash and to dispose of such slash at times and as required by the State of Oregon, and if such slash is to be piled and burned,

1 Buyer shall conduct such activity so as to minimize damage or  
• harm to young timber growth and shall avoid burning during  
• periods of fire danger.

5 (g) Prior to the cutting, logging or removing of any  
• timber from the property, the Buyer shall first be obligated to  
• establish all boundary lines and to specially mark and designate  
• the timber to which the Buyer is entitled by virtue of this  
• Timber Deed in order to avoid cutting, logging, removing, or  
10 damaging the lands, timber, crops and improvements of the Seller,  
• or these owned by David Brenda and Ann Brenda.

• (h) Buyer agrees to obtain at its own expense all  
• logging and operating permits, and to comply with all state and  
15 federal laws and regulations applicable to its operations,  
• particularly those pertaining to fire control and prevention,  
• forest conservation and harvesting.

20 (i) Buyer shall pay the Forest Products Harvest Tax on  
• all merchantable timber removed from the Seller's Property.

• (j) Buyer assumes the risk of injuries to persons,  
• including its employees, the risk of liability for trespass on  
• lands other than property covered hereunder, and the risk of  
25 damage to property or the incurring of any other expense in any  
• manner arising out of operations hereunder, including without  
• limitation the risk of expense for suppression of fire coming  
• into or originating on Sellers' Property. Buyer shall indemnify  
• and defend Seller from any loss, damage, and expense in any  
30 manner resulting or arising out of Buyer's operations or any  
• failure of Buyer to comply with any provision of this Timber  
• Deed.

35 (k) Buyer shall comply with the Oregon Workers'  
• Compensation Law and shall maintain insurance, if Buyer shall  
• qualify to self-insure, to provide for sufficient employee  
• compensation benefits as may be required by law.

40 (l) Before commencing operations, Buyer shall procure  
• and carry during the term of this Timber Deed, at Buyer's cost,  
• public liability and property damage insurance acceptable to  
• Seller with limits of not less than \$500,000.00 for injury to one  
• person, \$1,000,000.00 for injury to two or more persons in one  
45 occurrence, and \$100,000.00 for damage to property. Such  
• insurance shall cover all risks arising directly or indirectly  
• out of Buyer's operation, including without limitation risks  
• arising out of conditions created on Seller's Property by Buyer,  
• shall protect Buyer against claims of the Seller, and shall  
50 protect Buyer and the Seller against claims of third persons and  
• shall contain an endorsement covering liability assumed under

1 this Timber Deed. Certificates evidencing such insurance and  
• bearing endorsements requiring ten (10) days written notice to  
• the Seller prior to any change or cancellation shall be furnished  
• to the Seller before operations are commenced. Property damage  
5 coverage shall include Logger's Broad Form B including third  
• party fire fighting expense.

• 5. Covenants and Warranties of Seller. The Seller hereby  
10 warrants, promises and covenants to the Buyer that:

• (a) Seller has good and sufficient title to the above-  
described property.

15 (b) Seller has the right and power to sell the  
above-described merchantable timber;

• (c) There are no unrecorded timber contracts or  
• agreements of any kind executed by the Seller which affect the  
20 title to the property or timber conveyed hereby;

• (d) Seller shall pay the Eastern Oregon Severance Tax  
for all timber removed pursuant to this Timber Deed.

25 (e) Seller shall forever defend the title and the  
rights herein conveyed against the claims of all persons  
whomsoever.

• 6. Default. Time is of the essence of this Timber Deed.  
30 If Buyer fails to make any payment at the time it is due  
hereunder and does not correct such failure within five (5) days  
after written demand by the Seller to do so or if Buyer fails to  
perform any other obligation or condition imposed on it by the  
terms of this Timber Deed and such failure (other than default in  
35 payment) continues for twenty (20) days after written notice from  
the Seller specifying the failure and demanding its cure or if  
the Buyer should become insolvent, or make an assignment for the  
benefit of creditors, or be adjudged bankrupt, or a receiver or a  
trustee in bankruptcy reorganization for its property be  
40 appointed, then the Seller may at its option terminate this  
Timber Deed. In the event of termination, all rights of Buyer  
hereunder shall immediately cease, title to the contract timber  
and all logs not then scaled shall be in the Seller free from  
any claim of Buyer, and the Seller may retain all advance  
45 payments then in its hands as an agreed-upon measure of minimum  
liquidated damage on account of Buyer's failure to perform  
hereunder. The foregoing right is cumulative, and the Seller may  
also exercise any other right available to it under the laws of  
Oregon.

1           7. Miscellaneous. (a) Title to the timber covered by this  
2 Timber Deed shall pass from the Seller to the Buyer at such time as  
3 Buyer makes the required monthly payment for such timber. However,  
4 Buyer agrees to assume the risk of loss or damage to any timber from  
5 the time the timber is felled.

6           (b) The terms and provisions contained herein constitute  
7 the entire agreement between the parties and shall supersede all  
8 previous communications, representations or agreements, either  
9 verbal or written, between the parties hereto with respect to the  
10 subject matter hereof.

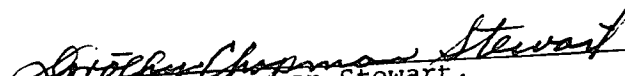
11           (c) In the event suit or action is instituted to enforce  
12 any of the terms hereof, the prevailing party shall be entitled to  
13 receive from the other party such sum as the court may adjudge  
14 reasonable as attorney's fees at trial and on any appeal of such  
15 suit or action in addition to all other sums provided by law.

16           (d) This Timber Deed shall be binding upon and inure  
17 to the benefit of the parties, their heirs, successors and assigns.

18           (e) This Timber Deed shall be interpreted under the  
19 laws of the State of Oregon.

20           (f) Seller has made no representations to Buyer directly  
21 or indirectly upon which Buyer has relied with respect to quantity,  
22 quality, or kind of merchantable timber on the contract lands or  
23 with respect to easements or rights of way. Buyer is familiar with  
24 the contract land, the contract timber, and access to the lands and  
25 timber and is making this contract on the basis of its own knowledge  
26 and observations and not on the basis of any representation by Seller.

IN WITNESS WHEREOF, the Seller has hereunto executed this  
Timber Deed on this 30 day of March, 1984.

  
Dorothy Chapman Stewart,  
formerly Dorothy F. Chapman

1 STATE OF OREGON )  
 2 County of lane ) ss.

3  
 4 On this 30 day of March, 1984, personally appeared the  
 5 above-named Dorothy Chapman Stewart, formerly Dorothy F. Chapman,  
 6 and acknowledged the foregoing instrument to be her voluntary  
 7 act and deed.  
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Before me:

*Phillip Roper*  
 Notary Public for Oregon  
 My Commission Expires: 2-13-85



## Exhibit A

The following described property situated in Township 37 South Range 11½ East of the Willamette Meridian, Klamath County, Oregon:

## Section 9:

S½NE¼, SE¼ EXCEPT that portion lying within the boundaries of the Oregon-California and Eastern Railway Company's right of way; and also EXCEPTING THEREFROM that portion conveyed to County of Klamath for road purposes as described in Deed dated January 28, 1928, recorded January 30, 1928, in Book 79 at page 420, Deed Records of Klamath County, Oregon.

## Section 10:

SW¼NW¼ and SW¼, EXCEPTION THEREFROM that portion conveyed to Leon F. Challis by Deed dated October 10, 1944, recorded October 13, 1944, in Book 169 at page 592, Deed Records of Klamath County, Oregon

## Section 16:

The E½ of the NW¼; the E½ of the NE¼ of the SW¼; the W½ of the SE¼ of the SE¼; SW¼SE¼.

## Section 21:

The NE¼ of the NE¼.

Return: mte

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 30 day of March A.D. 19 84  
at 4:34 o'clock P M, and duly

recorded in Vol. M84 of Deeds  
Page 5166

EVELYN BIEHN, County Clerk

By Pam Smith, Deputy

Fee 28.00