

## KNOW ALL MEN BY THESE PRESENTS, That

Ellingson Lumber Company, A Co-Partnership

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

Jeld-Wen, inc. an Oregon Corporation

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

SEE ATTACHED LEGAL DESCRIPTIONS

## MOUNTAIN TITLE COMPANY INC.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as set forth on the attached exhibit "B" or those apparent upon the land, if any, as of the date of this deed.

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1,175,740.00.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 30 day of January, 1985.

If a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

R. W. Mezger, Vice Pres.

Ellingson Lumber Company

U.S. National Bank

Personal Representative

BY:

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,

of the Estate of  
Sigmund Ellingson

STATE OF OREGON, County of

County of Baker

January 30, 1985

Personally appeared

and

each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires:

Notary Public for Oregon

My commission expires: 1/11/88

Ellingson Lumber Company

P.O. Box 866

Baker, Oregon 97814

GRANTOR'S NAME AND ADDRESS

Jeld-Wen, inc.

3303 Lakeport Blvd.

Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Grantee:

NAME, ADDRESS, ZIP

Until a change is requested (24 hour statements shall be sent to the following address.

Grantee:

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19

at o'clock M., and recorded in book on page or as file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By

Deputy

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of February, 1985,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Robert F. Ellingson, Jr.

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

*[Signature]*  
Notary Public for Oregon  
My Commission expires 7/13/85

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of February, 1985,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named R. W. Mezger, Vice President of United States National Bank as Personal  
Representative of the Estate of Sigmund Ellingson

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

*[Signature]*  
Notary Public for Oregon  
My Commission expires 7/13/85

Reserving unto Weyerhaeuser Company an easement for railroad purposes only, across the property referred to in Parcels 3 and 14 of this deed, to be subject to the following terms and conditions:

1. The easement shall be located only upon that portion of the property where there is existing railroad tract now apparent upon the land and shall not be moved, expanded, relocated or modified without the grantees written consent.
2. Weyerhaeuser Company shall be solely responsible for the maintenance of said easement and shall indemnify, defend and hold grantee harmless from any and all damage arising from the utilization of said easement.
3. If the property, or any portion thereof, incurs any damage or destruction Weyhaeuser Company shall be solely responsible to restore the land to its original condition prior to such damage or destruction.
4. This easement shall be effective so long as it is used by Weyerhaeuser Company for railroad purposes. In the event Weyhaeuser Company shall abandon such use said easement shall terminate and therefor be extinguished.
5. The rights herein reserved to Weyerhaeuser Company are not transferrable or assignable by Weyhaeuser Company without the specific written permission of the grantee.

## LEGAL DESCRIPTION

## PARCEL 1:

The NW $\frac{1}{4}$  of Section 25, Township 30 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING therefrom that portion lying East of the Williamson River and being more particularly described as follows:

Starting at the quarter corner between Sections 24 and 25 of Township 30 South, Range 10 East of the Willamette Meridian, Oregon; thence running South for a distance of 2640 feet; thence West a distance of 1400 feet to the East bank of Williamson River; thence North 35° East a distance of 175 feet; thence North 425 feet; thence East 175 feet; thence North 20° West 500 feet; thence North 495 feet; thence West 15° North 165 feet; thence North 5° West 640 feet; thence North 20° West 450 feet; thence East a distance of 1600 feet to the starting point, deeded to Howard Mayfield by deed approved by the Department of Interior on February 1, 1930, recorded in Deed Book, Non-Competent Indian Lands, Volume 58, page 100. (Account No.: 8-98-6)

## PARCEL TWO:

The W $\frac{1}{2}$  of the SW $\frac{1}{4}$ ; the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; and the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 34 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-139-1-4)

## PARCEL THREE:

The S $\frac{1}{2}$  of the S $\frac{1}{4}$  of Section 36, Township 34 South Range 13, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-139-1-19)

## PARCEL FOUR:

The SE $\frac{1}{4}$  of Section 29, Township 31 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-42-2-3)

## PARCEL FIVE:

The E $\frac{1}{2}$  of the E $\frac{1}{4}$  of Section 10, Township 38 South Range 6, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-19-8)

## PARCEL SIX:

The SE $\frac{1}{4}$  of Section 14, Township 35 South Range 9, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-3509-3100)

## PARCEL SEVEN:

The W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 2, Township 33 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon. (Account No.: 8-3313-500)



## PARCEL EIGHT:

The SE $\frac{1}{4}$  of Section 20, Township 34 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 8-3408-3500)

## PARCEL NINE:

The E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 28, Township 34 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 8-3408-7000)

## PARCEL TEN:

The SE $\frac{1}{4}$ ; and the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 35, Township 34 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 8-3408-9100)

## PARCEL ELEVEN:

The W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 28, Township 34 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion lying within the Chiloquin-Sprague River Road.  
(Account No.: 8-3408-2810-700)

## PARCEL TWELVE:

The E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 28, Township 34 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion lying within the Chiloquin-Sprague River Road.  
(Account No.: 8-3408-2820-100)

## PARCEL THIRTEEN:

Government Lot 3, the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2, Township 35 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 8-3508-200-700)

## PARCEL FOURTEEN:

Government Lots 1 and 2; and the S $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 1, Township 35 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 8-3513-100)

## PARCEL SEVENTEEN:

Government Lots 4, 5, 6, 7, 14, 15, 16 and 17, Section 16, Township 35 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion lying within State Highway No. 62.  
(Account No.: 29-3507-1600-100)

## PARCEL EIGHTEEN:

Government Lot 1, Section 1, Township 37 South Range 7, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 52-3707-100)

## PARCEL NINETEEN

Government Lots 1 and 2; and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 6, Township 37 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.  
(Account No.: 52-3708-200)

## SUBJECT TO:

Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Klamath Lake and the ownership of the State of Oregon in and to that portion lying below the usually high water mark thereof.

Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Sprague River.

Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Williamson River.

Reservations and restrictions as contained in Deed from The California Oregon Power Company to Ellingson Lumber Company, including the terms and provisions thereof recorded June 21, 1951 in Volume 247 at page 486 Deed Records of Klamath County, Oregon, to wit:

"subject to a right of way for ditches, canal and reservoir sites for irrigation purposes, constructed or which may be constructed by authority of the United States or otherwise, which right of way is expressly reserved under deed from the State of Oregon to H. Newham, dated March 9, 1908 and recorded March 13, 1908 in Volume 23 at page 628, Deed Records of Klamath County, Oregon."

Release, including the terms and provisions thereof dated June 2, 1951 in Volume 247 page 511, Deed Records of Klamath County, Oregon.  
Affects Parcel 18

Reservations, restrictions and easements as contained in Deed from Buford Johnson and Elvina Johnson, his wife, Theresa May Charles, a divorced woman, Mary Rossi Bojorcas Burgdorf formerly Mary Rossi Bojorcas and Sidney Burgdorf, her husband, Nicholas Rossi, a single man, Josephine Rossi Wright, a divorced woman, Rosie Rossi Tupper Zamudio formerly Rosie Rossi Tupper and Ramon Zamudio, her husband, Albert Rossi and Jacqueline Rossi, his wife, Florence Rossi Jefferson formerly Florence Rossi and James Jefferson, her husband and Mick Rossi, a widower, heirs of Sedonia Johnson Rossi, Klamath Allottee to Ellingson Lumber Company, including the terms and provisions thereof recorded June 2, 1955 in Volume 275 page 6 Deed Records of Klamath County, Oregon, to wit:

"this document is subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record. All subsurface rights excepting water are hereby retained, in trust, for the grantors for the term of years ending August 12, 1958, and after that period shall be retained in fee simple by the grantors, their heirs or devisees."

Affects Parcel 10

Reservations, restrictions and easements as contained in Deed from Klamath County to Ellingson Lumber Company, including the terms and provisions thereof recorded November 22, 1944 in Volume 171 page 22 Deed Records of Klamath County, Oregon, to wit:  
 "excepting, however, any existing rights of way for public utilities, highways, roads and the like."  
 Affects Parcel five

Reservations, restrictions and easements as contained in Deed from The United States of America to Sedonia Johnson, including the terms and provisions thereof recorded June 8, 1955 in Volume 275 page 87 Deed Records of Klamath County, Oregon, to wit:  
 "and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."  
 Affects Parcel 10

Reservations, restrictions and easements as contained in Deed from Buford Johnson et us, et al, to Ellingson Lumber Company, including the terms and provisions thereof recorded June 29, 1955 in Volume 275 page 382 Deed Records of Klamath County, Oregon, to wit:  
 "this document is subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record. All subsurface rights excepting water are hereby retained, in trust, for the grantors for the terms of years ending August 12, 1958, and after that period shall be retained in fee simple by the grantors, their heirs or devisees."  
 Affects Parcel 10 and 13

Reservations, restrictions and easements as contained in Deed from Claudia Weiser Hood, a widow and Reba Weiser Godowa Heceta and Samuel Heceta, her husband to Ellingson Lumber Company, including the terms and provisions thereof recorded June 29, 1955 in Volume 275 page 387 Deed Records of Klamath County, Oregon, to wit:  
 "this conveyance is subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record. All subsurface rights, excepting water, are hereby reserved, in trust for the grantors."  
 Affects Parcel 8

Reservations, restrictions and easements as contained in Deed from The United States of America to Ellingson Lumber Company, including the terms and provisions thereof recorded December 16, 1955 in Volume 280 page 44 Deed Records of Klamath County, Oregon, to wit:  
 "this patent is issued under authority of Section one of the Act of June 25, 1910 (36 Stat. 85), and is subject to the reservation of all subsurface rights, except water, to the Heirs of Victoria Walker, their heirs and assigns, under the terms approved by the Secretary of the Interior, March 25, 1946, pursuant to said Act."  
 Affects Parcel 7



Reservations, restrictions and easements as contained in Deed from The United States of America to Ellingson Lumber Company, including the terms and provisions thereof recorded December 16, 1955 in Volume 280 page 44 Deed Records of Klamath County, Oregon, to wit:

"this patent is issued under authority of Section one of the Act of June 25, 1910 (36 Stat. 85), and is subject to the reservation of all subsurface rights, except water, to the Heirs of Victoria Walker, their heirs and assigns, under the terms approved by the Secretary of the Interior, March 25, 1946, pursuant to said Act."

Affects Parcel 7

Reservations, restrictions and easements as contained in Deed from The United States of America to Ellingson Lumber Company including the terms and provisions thereof recorded December 16, 1955 in Volume 280 page 46 Deed Records of Klamath County, Oregon, to wit:

"this patent is issued under authority of Section one of the Act of June 25, 1910 (36 Stat. 855), and is subject to the reservations of all subsurface rights, except water, to the Heirs of Old Seep-ee, their heirs and assigns, under the terms approved by the Secretary of the Interior, March 25, 1946, pursuant to said Act."

Affects Parcel 6

Reservations, restrictions and easements as contained in Deed from William Barfield, a divorced man to Ellingson Lumber Company, including the terms and provisions thereof recorded February 7, 1956 in Volume 280 page 56 Deed Records of Klamath County, Oregon to wit:

"this conveyance is subject to any existing easements for public roads and highways, for public utilities, and for rail-roads and pipelines and or any other easements or rights of way of records. All subsurface rights, excepting water, are hereby reserved, in trust for the grantor."

Affects Parcel 4

Reservations, restrictions and easements as contained in Deed from Rufus Hicks to Ellingson Lumber Company, including the terms and provisions thereof recorded February 7, 1956 in Volume 280 page 56 Deed Records of Klamath County, Oregon, to wit:

"this conveyance is subject to any existing easements for public roads and highways, for public utilities, and for rail-roads and pipe lines and for any other easements or rights of way of record. All subsurface rights, excepting water, are hereby reserved, in trust for the grantor."

Affects Parcel 17

Reservations, restrictions and easements as contained in Deed from The United States of America to Ellingson Lumber Company, including the terms and provisions thereof recorded September 25, 1956 in Volume 287 page 4 Deed Records of Klamath County, Oregon, to wit:

"this patent is issued under authority of Section 1 of the Act of June 25, 1910 (36 Stat. 855), and is subject to the reservations of all minerals, including oil and gas, to the heirs of Henry Weeks, their heirs and assigns, under the terms approved by the Secretary of the Interior March 25, 1946, pursuant to said Act."

Affects Parcel 11 and 12

Reservations, restrictions and easements as contained in Deed from Anna May Riddle Copperfield, a widow, to Ellingson Lumber Company, including the terms and provisions thereof recorded November 21, 1956 in Volume 288 page 104 Deed Records of Klamath County, Oregon, to wit:

"there is reserved from the lands hereby granted a road, Sycan Road no. S-61, constructed by the United States, with the rights of the United States to maintain, operate, or improve the same so long as needed or used for or by the United States (Dept. Instr. January 13, 1916, 44 L.D. 513). Title to the above described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights-of-way of record. All subsurface rights, except water, are hereby reserved, in trust, to the grantor, pursuant to the provisions of the Act of August 13, 1954 (68 Stat. 720)  
Affects Parcel 2

Reservations, restrictions and easements as contained in Deed from The United States of America to Ellingson Lumber Company, including the terms and provisions thereof recorded August 27, 1957 in Volume 294 page 109 Deed Records of Klamath County, Oregon, to wit:

"there is reserved from the lands hereby granted a Fire Road constructed by the United States, with the rights of the United States to maintain, operate, or improve the same as long as needed or used for or by the United States, (Dept. Instr. January 13, 1916, 44 L.D. 513). Title to the above-described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record. All subsurface rights, except water, are hereby reserved, in trust, to the grantors, pursuant to provisions of the Act of August 13, 1954, (68 Stat. 720).

Reservations, restrictions and easements as contained in Deed from The United States of America to Charles Hood and Lloyd L. Hood, heirs of Lester Hood, including the terms and provisions thereof recorded August 6, 1958 in Volume 301 page 554 Deed Records of Klamath County, Oregon, to wit:

"excepting, however, from this conveyance that certain fire road and all appurtenance thereto, constructed by the United States, through, over, or upon the land herein described, and the right of the United States, its officers, agents or employees to maintain, operate, repair, or improve the same so long as needed or used for or by the United States."  
Affects Parcel 3

Reservations, restrictions and easements as contained in Deed from The United States of America to Lloyd L. Hood, heir of dortha Hood, including the terms and provisions thereof recorded August 6, 1958 in Volume 301 page 556 Deed Records of Klamath County, Oregon, to wit:

"excepting, however, from this conveyance that certain fire road and all appurtenances thereto, constructed by the United States, its officers, agents or employees to maintain, operate repair, or improve the same so long as needed or used for or by the United States."  
Affects Parcel 14

Right of way, including the terms and provisions thereof, dated April 29, 1959 Recorded May 7, 1959 in Volume 312 page 269 Deed Records of Klamath County, Oregon between Ellingson Lumber Company, a co-partnership consisting of R.P. Ellingson, Sr., Robert P. Ellingson, Jr., Donald M. Ellingson, Sig H. Ellingson, Dorothea Balderston and Myrtle N. T. Ellingson to The California Oregon Power Company, a California corporation.  
Affects Parcel 14

Right of way, including the terms and provisions thereof, date April 29, 1959 Recorded May 7, 1959 in Volume 312 page 271 Deed Records of Klamath County, Oregon between Ellingson Lumber Company; a co-partnership consisting of R.P. Ellingson, Sr., Robert P. Ellingson Jr., Donald M. Ellingson, Sig H. Ellingson, Dorothea Balderston and Myrtle N.T. Ellingson to The California Oregon Power Company, a California corporation.  
Affects Parcel 10

Right of way, including the terms and provisions thereof, dated January 25, 1963 Recorded January 28, 1963 in Volume 342 page 640 Deed Records of Klamath County, Oregon between Ellingson Lumber Company to the State of Oregon.  
Affects Parcel 12

An easement created by instrument, including the terms and provisions thereof,  
Dated: March 2, 1966  
Recorded: November 9, 1966  
Volume: M66, page 11625, Microfilm Records of Klamath County, Oregon  
In Favor of: Portland General Electric Company, an Oregon corporation  
For: Electric Transmission line  
Affects Parcel 2

An easement created by instrument, including the terms and provisions thereof,  
Dated: January 10, 1967  
Recorded: February 28, 1967  
Volume: M67, page 1377, Microfilm Records of Klamath County, Oregon  
In Favor of: United States of America  
For: Transmission line easement  
Affects Parcel 2

Right of way easement, including the terms and provisions, thereof dated March 2, 1979 Recorded March 28, 1979 in Volume M79 page 6859, Microfilm Records of Klamath County, Oregon between Ellingson Lumber Company to Pacific Power & Light Company.  
Affects Parcel 2

Right of way, including the terms and provisions thereof, dated April 10, 1984 Recorded August 3, 1984 in Volume M84, page 13271, Microfilm Records of Klamath County, Oregon between Ellingson Lumber Company to Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation.  
Affects Parcel 10 and 12

Consent Agreement, including the terms and provisions thereof,  
 Dated: April 4, 1984  
 Recorded: September 12, 1984  
 Volume: M84, page 15693, Microfilm Records of Klamath County, Oregon  
 Affects Parcel 11 & 12

Right of way, including the terms and provisions thereof, dated September 4, 1984 Recorded September 12, 1984 in Volume M84, page 15715, Microfilm Records of Klamath County, Oregon between Ellingson Lumber Company to Telephone Utilities of Eastern Oregon, an Oregon corporation.  
 Affects Parcel 12

Financing Statements, if any, on file in the office of the Secretary of State.

Telephone line right of way easement, including the terms and provisions thereof,  
 Dated: November 1, 1984  
 Recorded: January 8, 1985  
 Volume: M85, page 305, Microfilm Records of Klamath County, Oregon  
 In favor of: Telephone Utilities of Eastern Oregon, Inc. an Oregon corporation  
 For: Bury and maintain underground telephone facilities  
 Affects: Parcel 10

STATE OF OREGON, )  
 County of Klamath )  
 Filed for record at request of

on this 5th day of February A.D. 19 85  
 at 9:19 o'clock A M, and duly  
 recorded in Vol. M85 of Deeds  
 Page 1816

**EVELYN BIEHN**, County Clerk

By [Signature] Deputy

Fee 49.00