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EASEMENT

THIS EASEMENT is granted this 8<sup>th</sup> day of January, 1986 by JELD-WEN, INC., an Oregon corporation, herein called "GRANTOR," to OREGON, CALIFORNIA & EASTERN RAILWAY COMPANY, an Oregon corporation, herein called "OC&E," WITNESSETH:

I

Grantor, for and in consideration of the faithful observance and the strict performance of the terms and conditions hereof, hereby grants and conveys to OC&E, its successors and assigns, a perpetual nonexclusive easement and right of way, thirty (30) feet in width upon, over and across the following described real property in Klamath County, Oregon:

Township 37 South, Range 11 $\frac{1}{2}$  East, W.M.  
SW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 27

being fifteen (15) feet on each side of the centerline of the existing road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of said road for the purpose of providing ingress to and egress from lands and facilities now owned or hereafter acquired by OC&E.
2. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said right of way, and to use said road in any manner that will not unreasonably interfere with the rights granted OC&E hereunder.
3. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portion of said road, maintenance shall be in proportion to each party's use.

2/5324/4/2  
12/16/85

For the purpose of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

4. Grantor has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and OC&E assumes all risk of damage to property of and injury to OC&E in connection with the exercise of rights granted hereunder.

5. OC&E shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from OC&E's acts or omissions hereunder whether negligent or otherwise.

6. Grantor reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

IN WITNESS WHEREOF, Grantors have executed and OC&E has accepted this instrument, in duplicate, as of the day and year hereinabove first written.

Accepted in behalf of  
OREGON, CALIFORNIA & EASTERN  
RAILWAY COMPANY  
this 16 day of January, 1985

JELD-WEN, INC.

By: [Signature]  
Title:

By: [Signature]  
Title: Secretary

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON

COUNTY OF Klamath

) ss.

On this 8th day of January, 1986, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared L. C. Wendt

\_\_\_\_\_ and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ respectively, of JELD-WEN, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]  
Notary Public in and for the State of  
Oregon, residing at [Address]  
My Commission Expires 7/14/89

STATE OF OREGON

COUNTY OF Klamath

) ss.

On this 6th day of January, 1986, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared J. P. Tessier

\_\_\_\_\_, to me known to be the President of OREGON, CALIFORNIA & EASTERN RAILWAY COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument in behalf of said corporation.

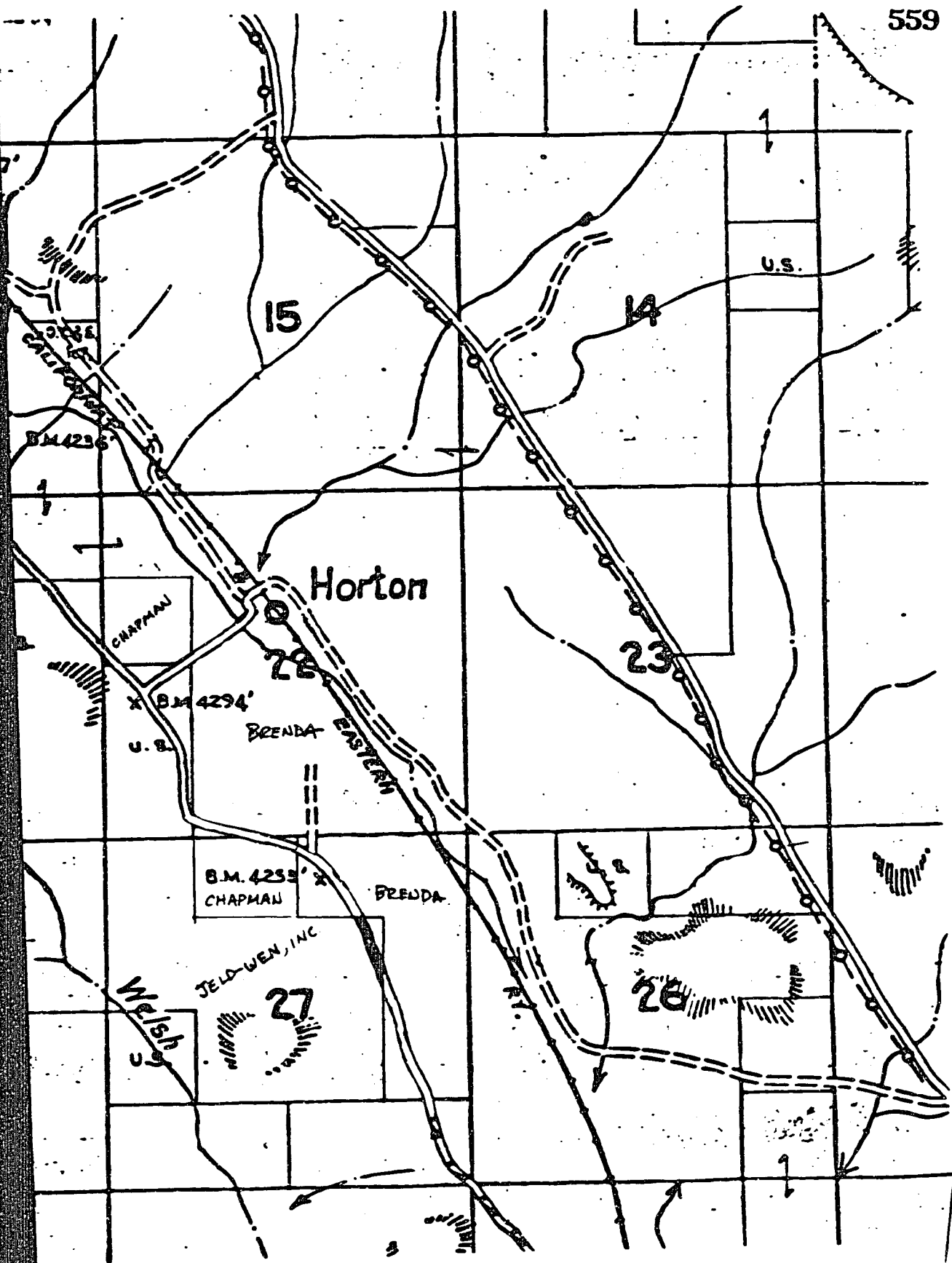
WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]  
Notary Public in and for the State of  
Oregon, residing at Klamath Falls, OR  
My Commission Expires 2-28-88

Exhibit A  
375 RGE 11/12

Return to:  
MTC

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STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of \_\_\_\_\_ the 10th day  
of January A.D. 19 86 at 1:46 o'clock P.M., and duly recorded in Vol. 186  
of Deeds on Page 556

FEE \$17.00

Evelyn Biehn, County Clerk  
By \_\_\_\_\_