

EASEMENT

THIS EASEMENT is granted this 18th day of December, 1985, by MEYERHAEUSER COMPANY, a Washington corporation, hereinafter called "Meyerhaeuser, to JELD-WEN, INC., an Oregon corporation, herein called "Jeld-Wen," WITNESSETH:

I

Meyerhaeuser hereby grants to Jeld-Wen, its successors and assigns, a permanent nonexclusive easement upon, over and along rights of way thirty (30) feet in width over and across the following described real property in Klamath County, Oregon:

<u>Description</u>	<u>Section</u>	<u>Township</u>	<u>Range, W.M.</u>
FR. S $\frac{1}{2}$ SW $\frac{1}{4}$: SW $\frac{1}{4}$ SE $\frac{1}{4}$	10	38S	6E
NW $\frac{1}{4}$ NE $\frac{1}{4}$: FR. N $\frac{1}{2}$ NW $\frac{1}{4}$	15	38S	6E
E $\frac{1}{2}$ NE $\frac{1}{4}$: E $\frac{1}{2}$ SE $\frac{1}{4}$	16	38S	6E
E $\frac{1}{2}$ NE $\frac{1}{4}$: E $\frac{1}{2}$ SE $\frac{1}{4}$	21	38S	6E
SW $\frac{1}{4}$ NW $\frac{1}{4}$: NW $\frac{1}{4}$ SW $\frac{1}{4}$	22	38S	6E
S $\frac{1}{2}$ NW $\frac{1}{4}$: NE $\frac{1}{4}$ SW $\frac{1}{4}$: SE $\frac{1}{4}$	1	37S	7E
FR. NE $\frac{1}{4}$: Lots 2, 3 and 4	2	37S	7E
FR. N $\frac{1}{2}$ NE $\frac{1}{4}$	3	37S	7E
S $\frac{1}{2}$ NE $\frac{1}{4}$: SW $\frac{1}{4}$: NW $\frac{1}{4}$ SE $\frac{1}{4}$	31	34S	14E

being fifteen (15) feet in width on each side of the centerlines of the roads located approximately as shown in red on attached "Exhibits A, B and C."

Subject as to said lands to all matters of public record, to all unrecorded leases, permits and agreements affecting said lands, and to all matters which a prudent inspection of the premises would disclose.

II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purpose of reconstruction, use and maintenance of existing roads for the purpose of hauling forest products or other valuable materials from lands now owned or hereafter acquired by Jeld-Wen and to provide access to said lands for land management and administrative activities.

2. Meyerhaeuser reserves for itself, its successors and assigns, the right to use, cross and recross said roads for any and all purposes, in any manner that will not unreasonably interfere with the rights granted Jeld-Wen hereunder.

3. Weyerhaeuser may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted to Jeld-Wen.

4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road or a portion thereof is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

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

5. Each party using any portion of said road shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree on the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Unless the parties hereto agree in writing to share the cost of improvements to said road in advance of such improvements being made, said improvements shall be solely for the account of the improver.

7. Weyerhaeuser reserves to itself all timber now on or hereafter growing within said right of way.

8. Jeld-Wen may permit its contractors, lessees, purchasers of timber and other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

9. Jeld-Wen shall require each of its Permittees, before using said roads to:

(a) Obtain and during the term of such use maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said right of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, road builders and miscellaneous users operating heavy trucks (over one (1) ton) Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;

(2) For miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to Weyerhaeuser a certificate from the insurer of Permittee certifying that coverage in not less than the above-named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give Weyerhaeuser ten (10) days' written notice prior to any cancellation or modification.

10. Jeld-Wen will assume all risk of, and indemnify and hold harmless, and at its expense defend Weyerhaeuser from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of Weyerhaeuser, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Weyerhaeuser, resulting partly or wholly, directly or indirectly from Jeld-Wen's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Weyerhaeuser.

11. The parties agree if said road, or any part thereof, is no longer needed to access Jeld-Wen's lands, upon written request, Weyerhaeuser shall be furnished with a release in recordable form evidencing termination of Jeld-Wen's rights to utilize such abandoned road.

IN WITNESS WHEREOF, the parties hereto have executed this instrument,
in duplicate, as of the day and year first above written.

WEYERHAEUSER COMPANY

By: *[Signature]*
Its: Forest Land Use Manager

Attest: *[Signature]*
Its: Assistant Secretary

JELD-WEN, INC.

By: *[Signature]*
Its: _____

Attest: _____
Its: _____

STATE OF OREGON

COUNTY OF Lincoln } ss

564

On this 8th day of January, 1986 before me personally appeared L. C. Wendt and

Secretary to me known to be the and respectively, of JELD-WEN, INC., the corporation which 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.

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

[Signature]
Notary Public for the State of
Oregon residing at Agave State
My Commission Expires 5/14/89

STATE OF WASHINGTON

COUNTY OF KING } ss.

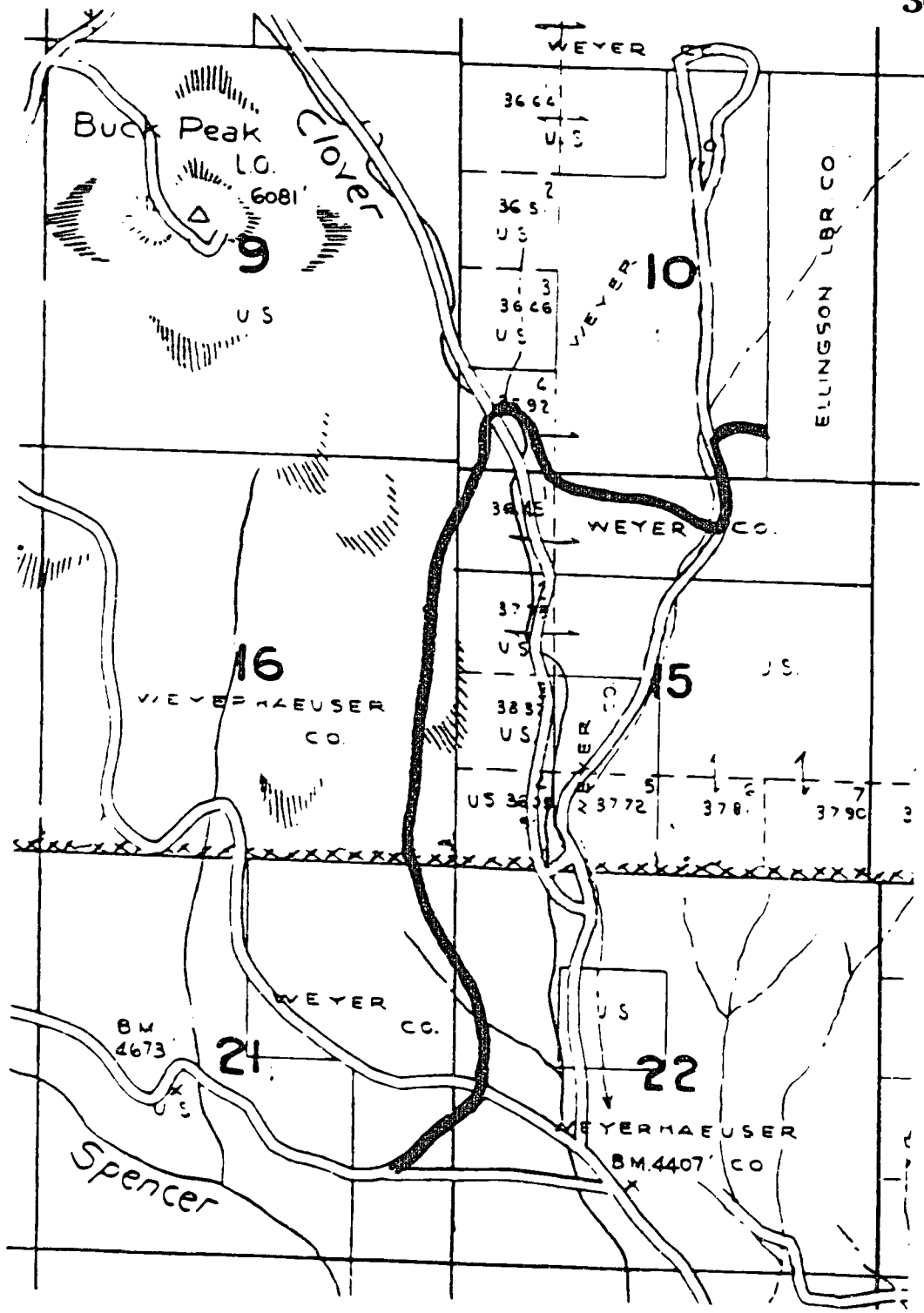
On this 18th day of December, 1985, before me personally appeared D. W. Wilbur

and Robert N. Mogensen, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of

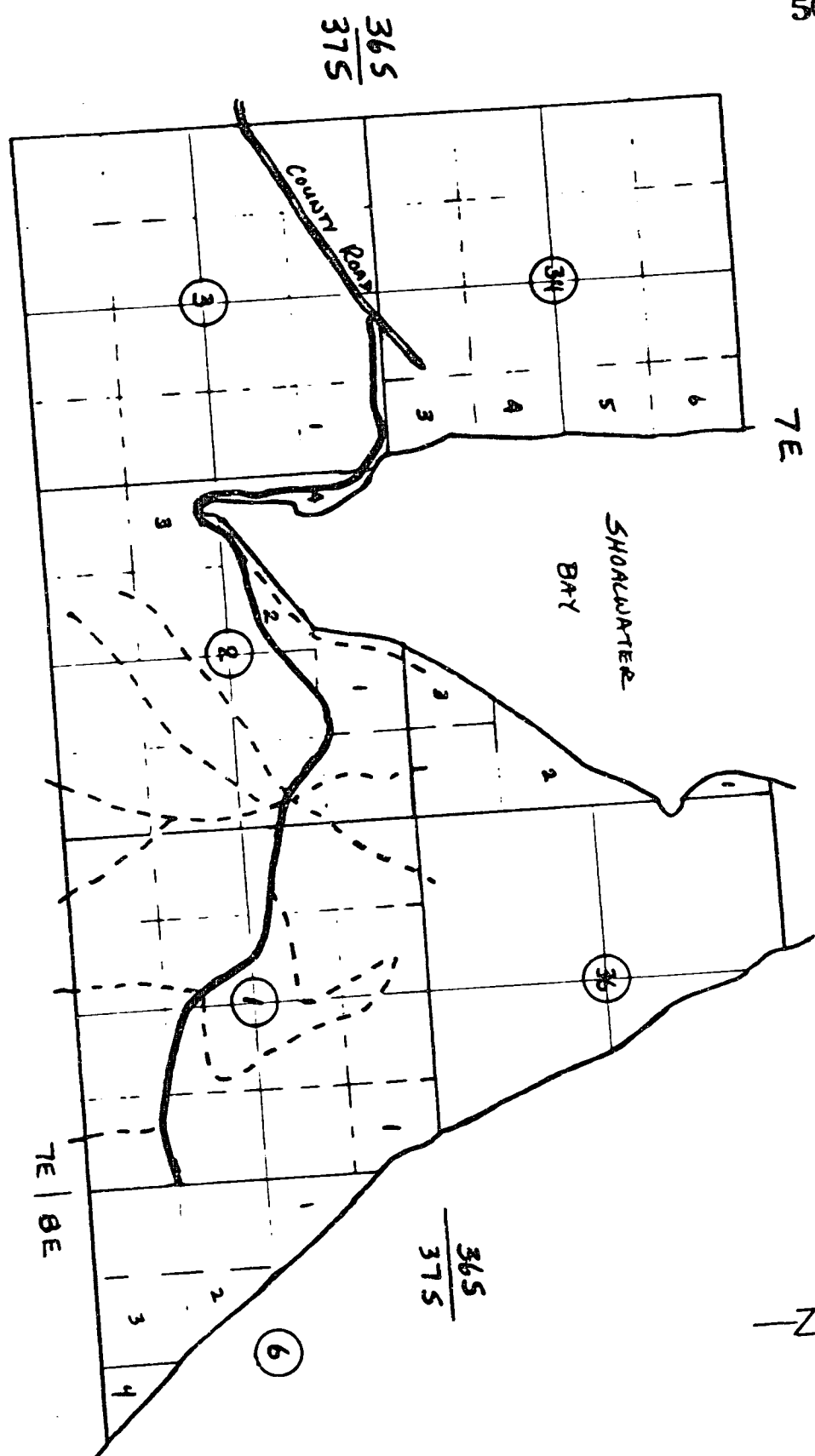
WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public for the State of
Washington residing at Federal Way
My Commission Expires March 20, 1988



TWP 38 S - R6E 6 E, W.M.
KLAMATH COUNTY, OR



CLANATH COUNTY, OR

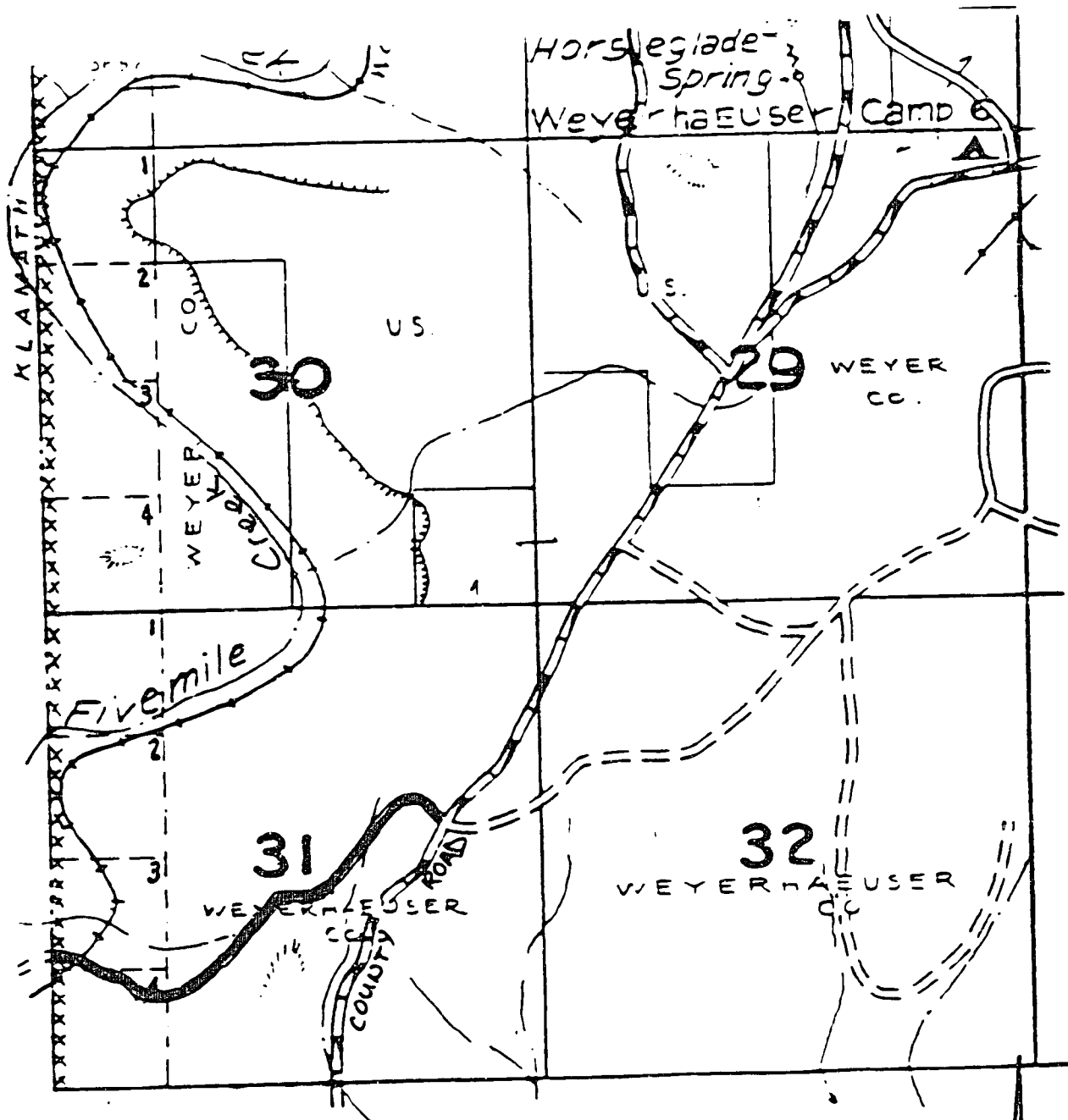
EXHIBIT B

EXHIBIT B

Exhibit C
 Tap 345 Page 14

Return to
 MRC

567



END 211 ON 111

STATE OF OREGON COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 10th day
 of January A.D. 19 36 at 1:46 o'clock P. M. and duly recorded in Vol. H96
 of Deeds on Page 560

FEE 333.00

Evelyn Stein, County Clerk
 By Ram Smith