

44761

UPON RECORDING, RETURN:

TOMMY C. DELK & MARILYN DELK

341 ALTA VISTA

PORTERVILLE, CA 93257

Vol. 92 Page 10298

MTC 27406-HF
AGREEMENT FOR EASEMENT

THIS AGREEMENT entered into on the 3rd day of April, 1992, by and between JELD-WEN, inc., hereinafter referred to as "JELD-WEN", and ELTON L. RODIECK and MARY J. RODIECK, husband and wife, hereinafter individually and jointly referred to as the "Rodiecks", whereby JELD-WEN and the Rodiecks have agreed to the granting and recording of this easement across real property owned by JELD-WEN, located in Klamath County, State of Oregon, to wit:

JELD-WEN hereby grants to Rodiecks a non-exclusive and perpetual easement for ingress and egress to and from the Dominant Estate, as defined below, upon an existing roadway generally described as a thirty-foot wide right of access, extending from Highway 97 westerly across Lot 18, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, to intersect with a right of way easement of Pacific Power and Light Company, recorded in Klamath County, Oregon, records, at M-68, page 7018, and recorded at M-69, page 4967. A diagram of the easement being granted herein is attached as Exhibit "A" and by this reference incorporated. JELD-WEN reserves the right to relocate the roadway at any time, and in such case JELD-WEN may record an instrument indicating the relocated road center line and such instrument shall serve to amend this easement and eliminate any rights of Rodiecks in the original easement location. Such amendment shall be effective whether or not signed by Rodiecks and the Rodiecks shall execute any document necessary to indicate relocation of the easement when and if requested by JELD-WEN.

The easement granted herein shall be subject and subordinate to all prior easements and encumbrances which affect the real property over which such easement extends.

The easement granted herein by JELD-WEN to Rodiecks shall be consistent with the past and current use with regard to ingress and egress, and is not granted and shall not be used, without JELD-WEN's prior written consent, for any commercial purpose. The Rodiecks shall have the right from time to time to cut, trim, and remove any overhanging branches, brush, or other obstructions which may be necessary for their use, enjoyment, and maintenance of the easement hereby granted, provided however that Rodiecks shall not in any event interfere with JELD-WEN's or other lawful users' use and enjoyment of such roadway. Except as to the rights herein granted, JELD-WEN shall have the full use and control of its real estate, and nothing herein shall be construed to restrict JELD-WEN's right to remove timber or otherwise engage in any lawful activity upon its property. The parties shall cooperate during

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periods of joint use of such roadway to avoid interference to each party's use; however, in the event of conflict, JELD-WEN's right of use shall be dominant.

Rodiecks hereby agree to indemnify, defend and hold JELD-WEN harmless from and against any and all losses, claims or liabilities to JELD-WEN arising from Rodiecks' use of the easement herein granted. Further, it is agreed and hereby acknowledged that JELD-WEN has and shall have no obligation to maintain, repair or improve the roadway upon such easement and the Rodiecks agree that any maintenance, repairs or improvements they shall make or perform shall be at their own expense. THE RODIECKS AGREE THAT THEIR USE SHALL BE AT THEIR OWN RISK, AND THAT JELD-WEN SHALL HAVE NO LIABILITY TO RODIECKS OR OTHERS FOR ANY CONDITION EXISTING THEREON.

In the event and to the extent that JELD-WEN shall elect to maintain, repair or improve such roadway, the costs thereof shall be shared by JELD-WEN and Rodiecks as reasonably determined by JELD-WEN based upon the parties' proportionate use of such roadway, taking into consideration past, present and anticipated future uses as of the time of the making of such repair, maintenance or improvement.

The easement granted herein is appurtenant to the following property owned by Rodiecks: the East 1/2 of Government Lot 22, Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, herein the "Dominant Estate." Upon any subdivision of the Dominant Estate, the easement herein granted to Rodiecks shall continue to serve only the largest remaining parcel, which shall then become the Dominant Estate, and owners of the other parcels shall have no right to use the easement or roadway, unless JELD-WEN shall otherwise agree in writing.

The easement granted herein shall be perpetual; however, in the event it is not used by Rodiecks or their successor in interest for a period of five (5) years, or if otherwise abandoned, or if Rodiecks or their successor in interest shall breach this Agreement for Easement, the easement shall automatically expire and Rodiecks or their successor in interest shall upon request execute a recordable document evidencing such expiration. If Rodiecks or their successor in interest shall for any reason fail to execute such a document, JELD-WEN may execute and record such a document which is not executed by the Rodieck's or their successor and such document shall be effective to terminate such easement.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument the day and year first hereinabove written.

Eldon L. Rodieck
ELDON L. RODIECK

Mary J. Rodieck
MARY J. RODIECK

JELD-WEN, inc.
By: R.C. Wendt
R.C. Wendt, President

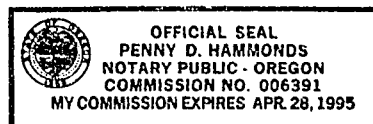
JELD-WEN, inc.
By: Douglas P. Kintzinger
Douglas P. Kintzinger, Secretary

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me ELDON L. RODIECK AND MARY J. RODIECK, and acknowledged the foregoing instrument to be their voluntary act and deed.

SUBSCRIBED AND SWORN to before me this
17 day of April, 1992.

Penny D. Hammonds
NOTARY PUBLIC - STATE OF OREGON
My commission expires: 4-28-95

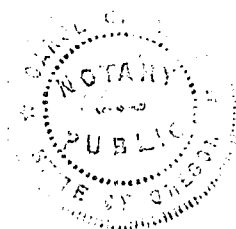


STATE OF OREGON)
) ss.
County of Klamath)

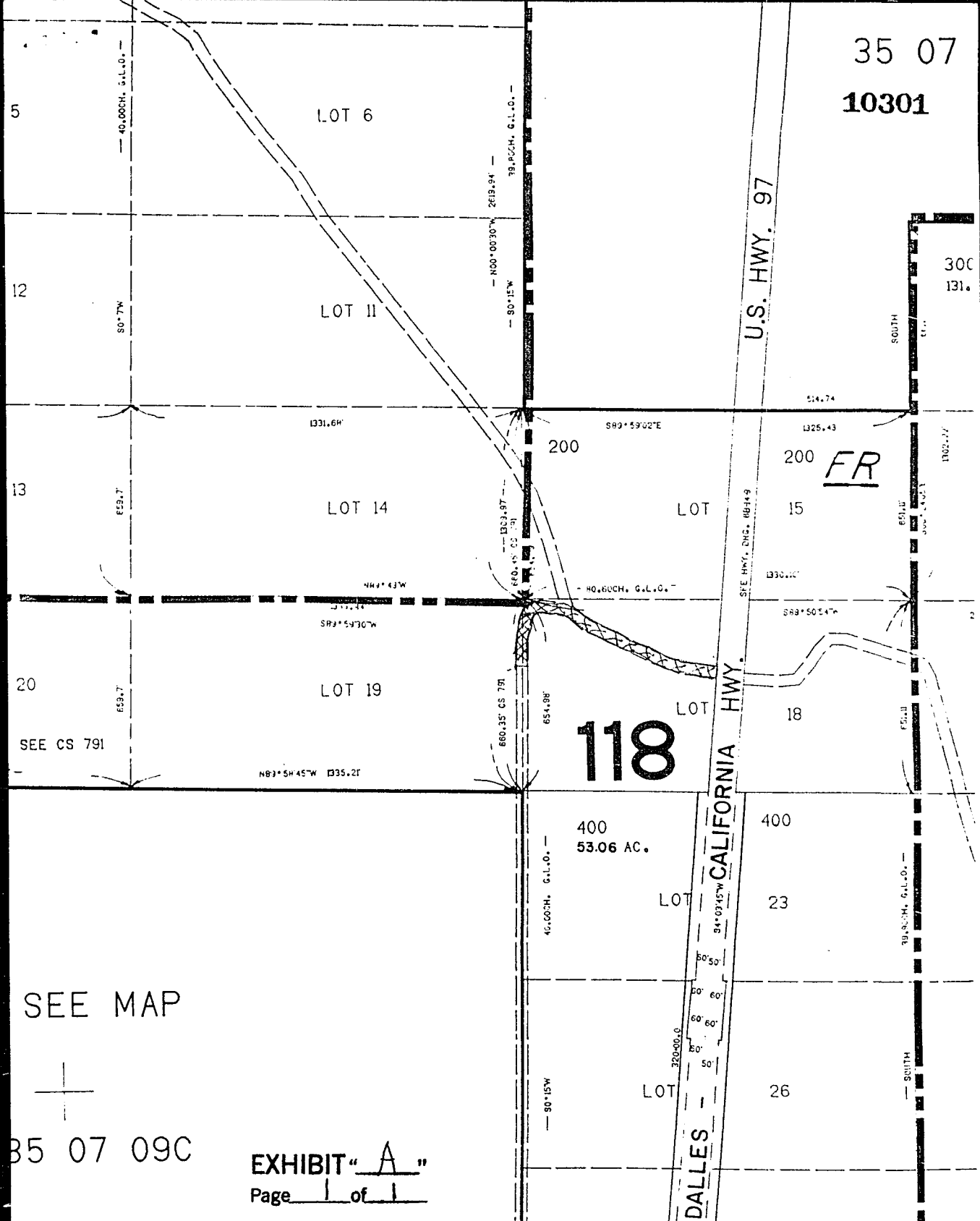
Personally appeared R.C. Wendt and Douglas P. Kintzinger, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of JELD-WEN, inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate 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:

Carol Okamoto
Notary Public for Oregon
My Commission expires: 3-11-94



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SEE MAP

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EXHIBIT "A"
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 12th day of May A.D. 19 92 at 10:47 o'clock AM., and duly recorded in Vol. M92 of Deeds on Page 10298.

FEE \$45.00

Evelyn Biehn, County Clerk
By [Signature]