

52247

AGREEMENT FOR EASEMENT AND TO SUPPLY WATER

THIS AGREEMENT entered into on the 12 day of October, 1992 by and between JELD-WEN, inc. (hereinafter referred to as "JELD-WEN") and Lawrence C. Jespersen and V. Maureen Jespersen, husband and wife, Kenneth L. Jespersen and Lorna Jespersen, husband and wife, and Leonard K. Jespersen and Vicky L. Jespersen, husband and wife, and Jespersen Edgewood Corporation, an Oregon corporation (hereinafter individually and collectively referred to as "Jespersens") whereby JELD-WEN and Jespersens have agreed to the granting and recording of this easement across real property owned by Jespersens and/or which Jespersens own easement rights located in Klamath County, State of Oregon, to wit:

For valuable consideration, Jespersens hereby grant to JELD-WEN a non-exclusive and perpetual easement (the "Easement") for the purpose of transporting water from certain wells to the Dominant Estate as hereinafter defined.

The Easement shall follow the path of existing canals (and fifteen feet either side thereof) located in Klamath County, Oregon approximately as follows:

From Well #1. Commencing at the location of Well No. 1, which is located approximately 100 feet North and 30 feet East of the Southeast corner of Section 7, Township 37 South, Range 10 East of the Willamette Meridian; thence generally South along the section line between Sections 17 and 18 and Sections 19 and 20 to a point approximately one quarter mile South of the Northeast corner of Section 19; thence generally East approximately one half mile; thence generally South through the approximate centers of Sections 20 and 29 and along the East boundary of the Dominant Estate.

From Well #2. Commencing at the location of Well No. 1, which is located approximately 800 feet East of the Southeast corner of the Northeast one quarter of Section 7, Township 37 South, Range 10 East of the Willamette Meridian; thence generally South to and along the same canal described above from Well #1.

Further it is agreed and hereby acknowledged that Jespersens shall maintain and repair the canals upon the Easement at their own expense and shall provide irrigation water from Well #1 and Well #2 through such canals and to the Dominant Estate sufficient to meet JELD-WEN's irrigation needs and requirements upon the Dominant Estate.

JELD-WEN shall be entitled to use such water upon the Dominant Estate for irrigation and other agricultural purposes and JELD-WEN shall be responsible for and shall periodically pay to Jespersens a portion of the power costs related to the operation of pumps and motors associated with Wells #1 and #2 determined by comparing JELD-WEN's use of such water to the total water usage for such

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Return to: Mountain Title Co, Attn: Kristi

period. JELD-WEN shall further be entitled to access to the Easement and such canals for any reasonable purpose by and through the real property owned by Jespersens and through which the Easement passes.

The easement granted herein is appurtenant to the following property owned by JELD-WEN:

Section 20: S 1/2 SW 1/4


Section 29: NW 1/4 and N 1/2 SW 1/4

Section 30: NE 1/4, E 1/2 NW 1/4, Lot 2 and N 1/2 S 1/2

All in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, herein the "Dominant Estate".

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.



Lawrence C. Jespersen

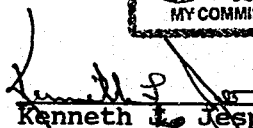

V. Maureen Jespersen

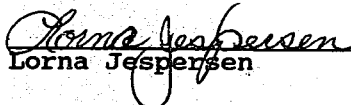
State of Oregon)
: ss.
County of Klamath)

On this 12th day of October, 1992, personally appeared before me the above named Lawrence C. Jespersen and V. Maureen Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing to be their voluntary act and deed.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/95

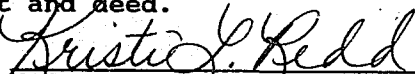

Kenneth L. Jespersen


Lorna Jespersen

State of Oregon)
: ss.
County of Klamath)

On this 12th day of October, 1992, personally appeared before me the above named Kenneth L. Jespersen and Lorna Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing to be their voluntary act and deed.



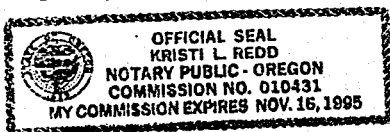

NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/95

Leonard K. Jespersen
 Leonard K. Jespersen

State of Oregon)
 : ss.
 County of Klamath)

Vicky L. Jespersen
 Vicky L. Jespersen

On this 12th day of October, 1992, personally appeared before me the above named Leonard K. Jespersen and Vicki L. Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing to be their voluntary act and deed.



Kristi L. Redd
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/95

Jespersen Edgewood Corporation

By: [Signature]
 Title: [Signature]

State of Oregon)
 : ss.
 County of Klamath)

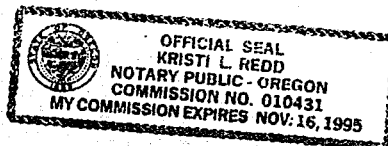
Jespersen Edgewood Corporation

By: [Signature]
 Title: [Signature]

Personally appeared Kenneth L. Jespersen and Lawrence C. Jespersen 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/Treasurer of Jespersen Edgewood 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 this 12th day of October, 1992:

Kristi L. Redd
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/95



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

County of Klamath

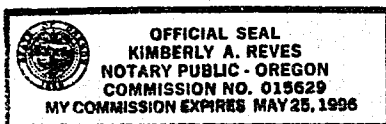
) ss.

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 this 12 day of October, 1992:

Kimberly A. Reves
 NOTARY PUBLIC FOR OREGON

My Commission expires: 5-25-96



STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

Mountain Title Co
 on this 13th day of Oct. A.D., 19 92
 at 2:55 o'clock P M. and duly recorded
 in Vol. M92 of Deeds Page 23934

Evelyn Bighn County Clerk

By Douglas P. Kintzinger
 Deputy.

Fee, \$45.00