

EASEMENT AGREEMENT

This Easement agreement (the "Agreement") is made on July 6, 1995 between:

JELD-WEN, inc., an Oregon Corporation

(the "Company")

AND

PACIFIC GAS TRANSMISSION COMPANY,
a California Corporation

("PGT")

WHEREAS, PGT would like to have the right to place pipeline and other materials on the property of the Company, Klamath County, Oregon;

WHEREAS, the Company would like to accomodate PGT and would like compensation for granting property rights to PGT;

THEREFORE, PGT and the Company (the "Parties") agree as follows:

1. Consideration. In exchange for PGT's promise to pay the Company \$1 and other valuable consideration specified in an Easement Consideration Agreement (entered between the Parties dated July 6, 1995) within 10 days of the last signature on this Agreement, the Company hereby grants PGT an easement (the "Easement") described in Section 2.
2. Description of Easement. Under the Easement, PGT shall have the following rights:
 - a. the right to excavate for, install, replace (of the initial or any other size), maintain, use and remove such pipeline or lines of any size as PGT shall from time to time elect for conveying natural and artificial gas and other gaseous or liquid hydrocarbons and any products or by-products thereof, with necessary valves and other such appliances, and fittings, and devices for controlling electrolysis in connection with said pipelines, and such underground wires, cables, conduits, fiber optic lines and other electrical conductors, appliances, fixtures, and appurtenances as PGT shall from time to time elect for communication purposes, together with adequate protection therefor, on a plot of land described in Exhibit B (the "Roadway");
 - b. the right to use 15 feet of the Company's lands adjacent to and along the Roadway if it is necessary in connection with the installation, repair and replacement for such pipeline or lines, or any other facilities;

AGREEMENT FOR EASEMENT
PAGE 1 OF 3

Return to:
PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

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- c. the right of ingress to and egress from the Roadway over and across the Company's lands ("Company Property") by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to the Company;
 - d. the right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on the Roadway and to trim and to cut down and to clear away any trees on either side of the Roadway which are a hazard to PGT's facilities or may interfere with the exercise of PGT's rights hereunder;
 - e. the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Roadway.
 - f. the right to mark the location of the Roadway by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which will not interfere with any reasonable use the Company shall make of the Roadway.
3. PGT's Obligations. PGT's use of the easement shall be at its own risk and the Company shall have no liability for any condition on the land and PGT shall be bound by the following obligations:
- a. PGT shall pay the Company the reasonable amount of actual damages to crops, timber, livestock, fences, buildings, private roads and other property owned by the Company if such damage is caused by PGT, its agents, its employees or its contractors;
 - b. PGT shall promptly backfill any trench made by it on the Roadway and restore the surface to the condition it held prior to PGT's entry on Company Land;
 - c. PGT shall adhere to the terms set forth in Exhibit A attached hereto;
 - d. PGT hereby agrees to indemnify, defend and hold harmless the Company, its officers, directors and employees, and the property of any of the foregoing, from any claims, losses, damages, injuries, or liabilities arising from, caused by or arising out of PGT or PGT's employees', agents' or contractors' use of the Easement granted herein;
 - e. PGT hereby agrees to maintain general liability insurance in such amount and with such companies as are reasonably satisfactory to the Company;
 - f. PGT shall comply with all laws, ordinances, rules and regulations of all governmental authorities applicable to PGT while upon the property; and

- g. PGT agrees to use due care while upon the property and shall abide by all safety and security rules in force upon the property, including compliance with state and federal occupational safety rules and regulations, and agrees to hold the Company harmless from any violation thereof.
4. The Company's Rights. The Company reserves all rights not specifically granted in this Agreement, including, but not limited to the right to use the Roadway for purposes which will not interfere with PGT's rights. The Company shall have no obligation to maintain, repair or improve the roadway upon the Easement.
5. The Company's Obligations. The Company shall not:
- a. erect or construct any building or other structure,
 - b. drill or operate any well,
 - c. construct any reservoir or other obstruction, or
 - d. diminish or substantially add to the ground cover over the pipelines or any other facilities
- on or in the Roadway.
6. Binding. This Agreement shall inure to the benefit of and bind the heirs, successors, and assigns of the respective Parties and all covenants shall apply to and run with the land.
7. Subordination of Easement. 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.

JELD-WEN, inc.

PACIFIC GAS TRANSMISSION COMPANY

By:

John W. Courtney
 John W. Courtney,
 Its Assistant Corporate Counsel

By:

W. J. Thomas

Its:

Date:

7-6-95

Date:

JULY 25, 1995

EXHIBIT A

20911

SPECIFICATIONS FOR THE PLACEMENT OF A PIPELINE
UNDERGROUND AND UNDER EXISTING ROADS

1. Appropriate action shall be taken by PGT to preserve the structural integrity of the existing roadbed and to provide for the safe use of the same.
2. PGT shall coordinate installation, maintenance, repair or removal of the pipeline with any party who has secured prior road access rights so as not to unreasonably interfere with such prior rights.
3. No installation, maintenance, repair or removal work of any kind shall be performed without the prior consent and approval of JELD-WEN's Timber and Ranches Manager at Klamath Falls, Oregon, or the Manager's designee. JELD-WEN's Timber and Ranches Manager or designee shall be notified at least 24 hours prior to any installation, maintenance, repair or removal work which is to be performed under the road grade. Said JELD-WEN's Timber and Ranches Manager may be contacted at (503) 882-3451 or such other number as may be designated from time to time.

However, nothing contained herein shall prevent the Grantee or entity authorized to perform repair work from responding to an emergency relating to the facilities within the right of way. Provided, that in the event emergency repair to or replacement of the pipeline is required, the Grantee or authorized entity shall immediately notify said Manager or designee of the location of said repair or replacement work and the Grantee or authorized entity shall also notify said Manager or designee when emergency repairs or replacement have been completed.
4. (a) At all times during the installation of or maintenance, replacement, repair and removal to the pipeline crossing under the road, a watchman shall be employed and furnished by the Grantee or entity performing the work to flag all traffic and adequately warn such traffic that work is being performed under the road.

(b) At all times during the installation of or maintenance, replacement, repair and removal to the pipeline crossing under the road, warning flags shall be placed alongside the road at a distance of 500 feet on each side of the installation/repair site. Said warning flags shall be removed upon the completion of the installation or repair work.
5. The top of the pipeline shall be buried at a minimum depth of forty-eight (48) inches below the surface of the ground or below the outside of the riding surface of the existing roads and, if necessary, the Grantee shall provide at its own expense a road surface overlay to maintain the minimum depth of forty-eight (48) inches over the top of the pipeline. Except the top of the pipeline shall be buried at a sufficient depth below the riding surface and/or ditch line of the existing roadway located in Section 25, Township 39 South, Range 7 East, W. M., as shown on Exhibit B, that meet US Department of Transportation Standards for safely accommodating load limits of a minimum of 200,000 pounds (but in no event shall the prescribed depth be less than 48") and, if necessary, the Grantee shall provide at its own expense a road surface overlay to assure the prescribed depth meets said standards over the top of the pipeline.
6. A minimum crossing depth of twenty-four (24) inches under culverts must be maintained for installing, replacing or repairing the pipeline. Installation of the pipeline over the top of any culvert is prohibited if the highest point of any such existing culverts are buried less than eight (8) feet deep. Installation of the pipeline over the top of any culvert buried at depths in excess of eight (8) feet will be permitted. A minimum clearance of twelve (12) inches is maintained between the culvert and the pipeline.
7. Each vertical venting pipe shall be located outside of the ditch line of the existing road so as not to obstruct road grading and ditch maintenance work.
8. The pipeline shall be marked by intervisible markers placed no more than 500 feet apart and at all road crossings.
9. Where laws or orders of appropriate authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specification set forth in this Exhibit.
10. All costs made necessary by any installation, maintenance, repair or removal of said underground pipeline shall be borne by the Grantee or entity authorized to perform such work.

EXHIBIT B

Description of "Roadway"

The Roadway shall be a 35 foot wide strip of property running approximately east - west and approximately on or near the existing road known as the Weyerhaeuser road which traverses the following lots ("Company Property") and is depicted in Exhibit C:

Parcel 1: Government Lot 1, Section 26, Township 39 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon.

Parcel 2: Government Lot 6, Section 27, Township 39 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon.

Once the pipeline has been installed, the Roadway shall be further defined as it is agreed between the Parties that as soon as PGT has completed the installation of the initial pipeline the aforesaid parcel(s) shall be restricted to the following:

That portion of the said Company Property above described lying between lines parallel to and situated fifteen (15) feet to the south and twenty (20) feet to the north (going in a general westerly direction through the State of Oregon) measured at right angles from the center line (or tangent thereof if a curve) of the initial pipe as actually laid by PGT across Company Property, or adjacent thereto if the initial pipe is not actually laid on Company Property, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose the easement.

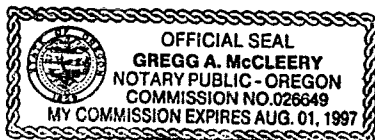
PGT may further define the location of the Roadway by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said initial pipe or the Roadway, which description may be set forth by a map attached to said Notice. A copy of said Notice shall be delivered to the Company.

EXHIBIT C**MAPS**

STATE OF OREGON }
 } ss.
County of Jackson }

On this 6th day of July, 1995 before me appeared John W. Courtney, to me personally known, who being duly sworn, did say that he, the said John W. Courtney is the Assistant Corporate Counsel of Jeld-Wen, inc., the within named Corporation, and that this instrument was signed in behalf of said Corporation by authority of its Board of Directors, and John W. Courtney acknowledges said instrument to be the free act and deed of said Corporation.

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

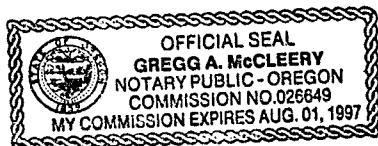


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

STATE OF OREGON }
 } ss.
County of Jackson }

On this 25th day of July, 1995 before me appeared W. G. Thomas, to me personally known, who being duly sworn, did say that he, the said W. G. Thomas is the Director of Land for Pacific Gas Transmission Company, the within named Corporation, and that this instrument was signed in behalf of said Corporation by authority of its Board of Directors, and W. G. Thomas acknowledges said instrument to be the free act and deed of said Corporation.

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



Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

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Klamath County, Oregon

Section 26, Township 39 South, Range 7 East of the Willamette Meridian

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27	26

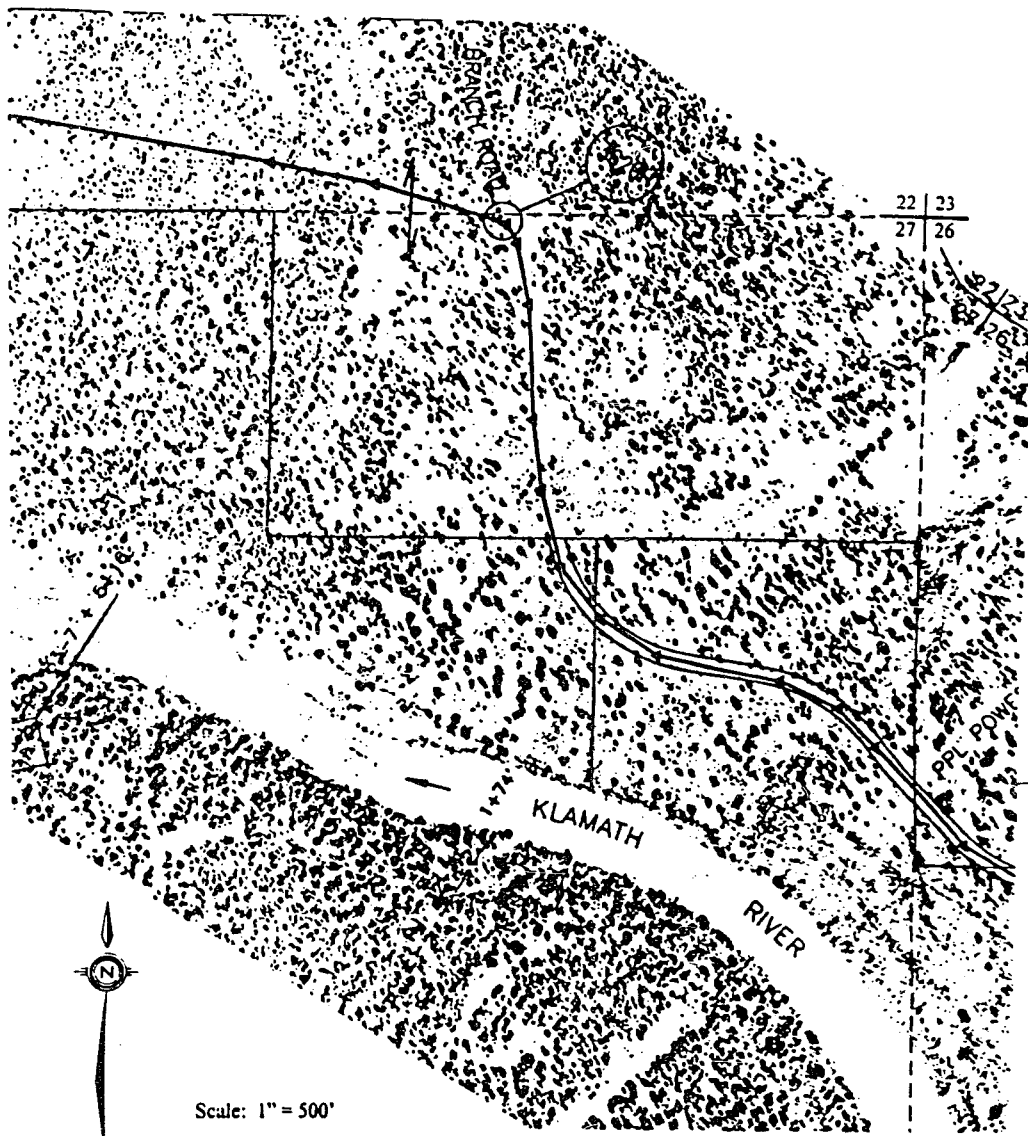


O-KL-1711

APN: 3907-26C-200 Jeld Wen, Inc.

Klamath County, Oregon

Section 27, Township 39 South, Range 7 East of the Willamette Meridian



O-KL-1712

APN: 3907-27-1100 Jeld Wen, Inc.

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Gas Transmission the 8th day
 of August A.D., 19 95 at 9:48 o'clock A M., and duly recorded in Vol. M95,
 of Deeds on Page 20908.

Bernetha G. Letsch, County Clerk

By Arnette Mueller

FEE \$45.00