

SLOPE EASEMENT
AND
LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of ~~September~~ ^{November}, 1995, by and between School District No. 1 of Klamath County, State of Oregon, a Public School District of the State of Oregon, as Grantor, and Jeld-Wen, inc., an Oregon corporation, as Grantee:

W I T N E S S E T H

WHEREAS, Grantor is the record owner of certain real property in Klamath County, State of Oregon situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19, Township 38 South, Range 09 East of the Willamette Meridian, and has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantee, its successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as:

A slope easement situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19, Township 38 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Commencing at a 5/8" pin at the SW corner of Block 5, Klamath Lake Addition; thence along the East line of Hanks (Front) Street North 34°29'32" East 151.58 feet to the NW corner of Deed Volume M94 Page 1004 and the "True Point of Beginning" for this description; thence continuing along the East line of Hanks (Front) Street and the Northerly projection thereof North 34°29'32" East 540.79 feet more or less to the South line of Block 1; thence along the South line of Block 1 North 89°17'45" East 36.08 feet; thence leaving said line South 28°39'23" West 81.37 feet; thence South 06°49'09" West 15.54 feet; thence South 19°23'51" West 19.08 feet; thence South 36°10'50" West 77.35 feet; thence South 36°32'59" West 120.89 feet; thence South 35°34'21" West 132.76 feet; thence South 07°00'21" West 32.65 feet; thence South 27°01'40" West 24.87 feet; thence South 69°53'37" West 44.85 feet; thence South 00°41'45" east 3.31 feet more or less to the North line of Deed Volume M94 Page 1004; thence along said line North 89°18'15" West 42.89 feet more or less to the "True Point of Beginning", the bearings of this description are based on ROS 3691.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the easement for landscaping and maintenance of a slope abutting the roadway known as Hanks (Front) Street in Klamath Falls, Oregon. In conjunction with such use Grantee may, but is not obligated to, grade, landscape, contour, ditch, sprinkler, slope and embank the ground thereon to the extent that no such activity diminish, encumber, impede or negatively effect the size, shape or useability of the level area above and to the East of the sloped area. The timing of such activity shall be at the Grantee's sole discretion.

2. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of its use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

3. This easement is appurtenant and for the benefit of any and all real property owned by Grantee which abuts or benefits from the easement.

4. The Grantee agrees to landscape and maintain the easement in a good and husbandlike manner, such that it is compatible with and complementary of the adjoining residential units in Harbor Isles. The landscaping and maintenance of the easement by the Grantee shall be reviewed annually by the Grantor. In the event the Grantor determines that the maintenance of the easement is not at a standard similar to the adjoining residential units in Harbor Isles, the Grantor shall send the Grantee a written 30 day notice of the deficiency. The Grantee may either correct the deficiency, weather permitting, pursuant to the 30 day notice of the deficiency, or contest the 30 day notice of the deficiency by arbitration as hereinafter provided.

5. This easement is granted subject to all prior easements or encumbrances of record.

6. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration service of Portland, Inc. or the American Arbitration Association, whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 13th day of September, 1995.

November

School District No. 1 of
Klamath County, State of
Oregon, a Public School
District of the State of Oregon

Jeld-Wen, inc., an Oregon
corporation

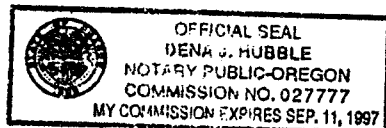
By: Carol M. Wendt
Carol Wendt, Chairperson

By: Douglas P. Kintzinger
Douglas P. Kintzinger,
Secretary

By: Ray E. Crawford
Ray E. Crawford,
Superintendent

STATE OF OREGON)
) ss. 13th November 1995
County of Klamath)

Personally appeared Carol Wendt who, being duly sworn, stated she is Chairperson and Ray E. Crawford who, being duly sworn, stated he is Superintendent of School District No. 1 of Klamath County, State of Oregon, a Public School District of the State of Oregon and that said instrument was signed on behalf of said school district by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:



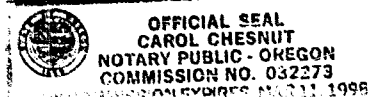
[Signature]
Notary Public for Oregon
My Commission expires: 9/11/97

STATE OF OREGON)
) ss. 11 September 1995
County of Klamath)

Personally appeared Douglas P. Kintzinger who, being duly sworn, stated he is Secretary of Jeld-Wen, inc., an Oregon corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Carol Chesnut
Notary Public for Oregon
My Commission expires: 3-11-98

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 29th day
of Dec A.D., 19 95 at 2:56 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 35588

FEE \$40.00

Bernetha G. Letsch County Clerk
By [Signature]