

TIMBER DEED

RICHARD SCOTT FAIRCLO (hereinafter referred to as "Grantor"), whose address is 280 Main Street, Klamath Falls, OR 97601, do hereby grant, bargain, sell and convey unto JELD-WEN, inc., whose address is 3250 Lakeport Blvd., Klamath Falls, OR 97601, its successors and assigns (hereinafter referred to as "Grantee") all of the merchantable timber lying or standing upon certain real property in Klamath County, Oregon, more particularly described as follows: S1/2 NE1/4 SW1/4 of Section 28, Township 34 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

TO HAVE AND TO HOLD the same unto the said Grantee for the period hereinafter stated.

Grantor hereby covenants to and with Grantee that Grantor is lawfully seized in fee simple of the Real Property, that the same are free and clear from all liens and encumbrances, and that Grantor shall warrant and defend the title to said merchantable timber against the claims and demands of all persons whosoever. The term "merchantable timber" as used herein shall mean and include all down and standing timber currently, or at any time prior to harvest, measuring twelve inches (12") or more D.B.H. Grantee shall have the right to enter upon the Real Property and to remove such merchantable timber therefrom at any time, and as many times as Grantee shall desire, in perpetuity. Grantee shall have the right with its agents, representatives, contractors and employees, (1) to enter upon and freely occupy the Real Property, (2) build and use roads, flumes, skids, trams and other ways and railroads, (3) use water on such Real Property and sites for logging purposes and (4) erect any structures upon the Real Property reasonably required by Grantee. Any structures constructed on the Real Property by Grantee shall become the sole property of the Grantor.

Any new roadways constructed on or across the Real Property by the Grantee shall be constructed in such a manner as to minimize soil erosion on the Real Property or any other property, and culverts and ditches shall be installed and constructed as necessary. Maintenance and repair of all new and existing roadways on the Real Property during any period when said roadways are being used by the Grantee for logging purposes shall be the responsibility of the Grantee and shall be performed by the Grantee on a prompt, diligent, and regular basis in accordance with generally accepted road maintenance standards and in accordance with all federal, state, and local laws and regulations. During periods of logging, heavy hauling, road construction or repair on or about the Real Property, the Grantee shall maintain public liability insurance in reasonable amounts.

Grantee shall at all times observe and conform to all local, state, and federal laws and regulations relating to the Grantee's operations on the Real Property, including the orders and directions of the state forester and the state fire marshal, and shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening the Real Property. The Grantee shall use reasonable diligence and precaution to prevent uncontrolled fires from occurring as a result of logging, hauling, or construction operations on the Real Property by any person under Grantee's control.

Grantee shall use its best efforts, and shall conduct its operations according to the generally accepted logging practices prevailing in the area, in order to log the merchantable timber from the Real Property so as to avoid damage or downgrading of any timber which could be expected to grow to such a size as to be merchantable. The Grantee shall have the duty of complying with all laws, rules, and

After recording return to:
JELD-WEN, inc.
3250 Lakeport Blvd.
Klamath Falls, OR 97601

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