

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

97 JAN 10 AM 1:49

regulations relating to slash disposal, reforestation, and other forestry practices with respect to logging operations conducted by the Grantee on the Real Property. The Grantee shall use reasonable care in felling, cutting, and removing timber from the Real Property so as to avoid any damage to growing crops or fences on the Real Property or any adjacent lands, and shall hold harmless and indemnify the Grantor and successors from and against any and all such damages or liabilities.

Grantor shall keep and maintain all merchantable timber free and clear of all liens and encumbrances and shall pay when due all taxes upon the Real Property during such period. Grantor shall further take all reasonable precaution to keep and maintain such merchantable timber free from damage and loss by fire or other causes during period.

Grantee shall pay all taxes and assessments levied or charged by reason of the cutting and removal of any merchantable timber.

Grantee shall be responsible for all recording fees associated with this Timber Deed.

Grantor make no warranties or representations concerning the quantity or quality of any timber on the Real Property.

RSF The true and actual consideration of this deed is \$3,000 *RSF*
Grantee and Grantor shall each defend, indemnify, and hold harmless one another from and against any liability, loss, or expense to the extent such liability, loss, or expense is caused by the negligent or intentional acts or omissions of the other or such other's agents, representatives, or employees.

Executed by Grantor this 9th day of January, 1997.

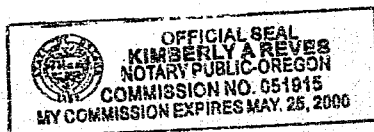
GRANTOR:

Richard Scott Faircloth
by: RICHARD SCOTT FAIRCLO
title:

State of Oregon)

County of Klamath)

On this 9 day of January, 1997, personally appeared Richard Scott Faircloth and acknowledged the foregoing instrument to be his voluntary act and deed.



Kimberly A. Reeves
Notary Public for the State of Oregon
My Commission expires: 5/25/2000

STATE OF OREGON : COUNTY OF KLAMATH: SS.

Filed for record at request of AmeriTitle the 10th day
of January A.D. 19 97 at 11:49 o'clock A M., and duly recorded in Vol. M97
of Deeds on Page 767

FEE \$15.00

Bernetha G. Letsch, County Clerk
by *Lynette Trusty*