

36046

Vol. 1997 Page 11211

After Recording Return To:
JELD-WEN, inc.
P.O. Box 5079
Klamath Falls, OR 97601

MTC 40383-KA

EASEMENT AGREEMENT
(Tax Lot 300 - 20 Acre Parcel)

PARTIES: JELD-WEN, inc. ("Grantor")
ROBERT L. MALLOY, INDIVIDUALLY AND
AS TRUSTEE OF THE ROBERT L. MALLOY
REVOCABLE TRUST UNDER DECLARATION OF TRUST
DATED JANUARY 24, 1987 and
MARILYN KIM NOVAK MALLOY, INDIVIDUALLY AND
AS TRUSTEE OF THE MARILYN KIM NOVAK MALLOY
REVOCABLE TRUST UNDER DECLARATION OF TRUST
DATED JANUARY 24, 1987 ("Grantee")
DATE: April 11, 1997

RECITALS:

A. Grantor owns the real property described in Exhibit A attached hereto and by this reference incorporated herein (the "JELD-WEN Property"). Grantee owns the real property described in Exhibit B attached hereto and by this reference incorporated herein (the "Malloy Property").

B. Grantee desires to acquire an easement across a portion of the JELD-WEN Property for the purposes of ingress and egress to the Malloy Property. Grantor is willing to grant the easement upon the terms and conditions contained herein.

AGREEMENT

THEREFORE, in consideration of the recitals above and the terms contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, their successors and assigns a nonexclusive easement for ingress and egress only ("the Easement") over, upon and across that portion of the JELD-WEN Property described on Exhibit C attached hereto and incorporated herein by this reference ("the Easement Area"). The Easement shall inure to the benefit of Grantee, their successors and assigns, and shall be appurtenant to, benefit and run with Malloy Property. The Easement shall bind Grantors, their successors and assigns, and shall bind and run with JELD-WEN Property.

97 APR 15 P2:26

2. Term. The term of this Easement shall commence on the date hereof and shall be perpetual.
3. Grantee's use of the Easement. Grantee shall use the Easement created herein for vehicle and pedestrian ingress and egress to the Malloy Property. Grantor reserves the right to use the Easement Area for any and all purposes which do not unreasonably interfere with the exercise by Grantee of its rights under this Easement. Grantee shall not grant any rights in the Easement Area to any third party.
4. Maintenance and Repair; Construction. Grantee, at Grantee's sole cost and expense, shall be responsible for all maintenance and repair of the Easement Area. Grantee shall be responsible for all costs related to construction of any road in the Easement Area, and shall obtain Grantor's approval as to location and construction plans prior to commencing any construction. Grantor shall retain all proceeds from all merchantable timber removed during any construction. Grantee shall not place any gates, fences or other structures in the Easement Area.
5. Relocation of Roadway. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed in the Easement Area. If the road is relocated, Grantor may record an instrument indicating the location of the new road and such instrument shall serve to amend this Easement Agreement and eliminate the rights of Grantee in the original road described herein. Such amendment shall be effective whether or not signed by Grantee, but Grantee shall execute it or any other document necessary to evidence the relocation of the road if requested by Grantor.
6. Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from any cost, expense, damage or liability for injury damage or loss to person or property occurring on the Easement Area and arising out of the use of the Easement Area by Grantee or Grantee's guests, invitees, successors or assigns. Grantee assumes all risk arising out of the use of the Easement Area, and Grantor shall have no liability to Grantee for any condition existing in the Easement Area.
7. Covenants Run with the Land. Each and all of the covenants, restrictions and conditions contained herein shall constitute a covenant running with the land and shall bind every person having any fee, leasehold or other interest in any portion of the JELD-WEN Property or the Malloy Property and shall inure to the benefit and burden of Grantor and Grantee and their respective successors and assigns.
8. Attorney Fees. In the event of any litigation arising out under this agreement, the prevailing party shall recover from the losing party, reasonable attorney fees and other costs incurred at trial, on appeal, or in any bankruptcy proceeding.

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9. Counterparts. This Agreement may be executed in one or more counterparts, the signature pages of which may be assembled into a single document after execution at the convenience of the parties.

DATED as of the date first written above.

GRANTOR:

JELD-WEN, inc.,
an Oregon corporation

By: _____
Its: _____

Douglas P. Kuntz

GRANTEE:

Robert L. Malloy
Robert L. Malloy, individually

Robert L. Malloy
Robert L. Malloy as Trustee of the Robert L. Malloy Revocable Trust under Declaration of Trust dated January 24, 1987

Marilyn Kim Novak Malloy
Marilyn Kim Novak Malloy, individually

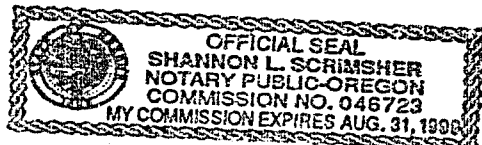
Marilyn Kim Novak Malloy
Marilyn Kim Novak Malloy as Trustee of the Marilyn Kim Novak Malloy Revocable Trust under Declaration of Trust dated January 24, 1987

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STATE OF OREGON

County of Klamath) ss.

This instrument was acknowledged before me on the 14 day of April, 1997 by Douglas P. Kintzinger as secretary of JELD-WEN, inc., an Oregon corporation.

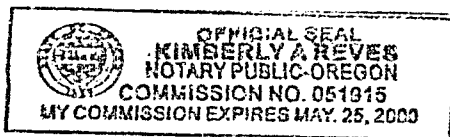


Shannon L. Scrimsher
Notary Public for Oregon
My Commission Expires: 8-31-99

STATE OF OREGON

County of Klamath) ss.

This instrument was acknowledged before me on the 11 day of April, 1997 by Robert L. Malloy individually and as Trustee of the Robert L. Malloy Revocable Trust under Declaration of Trust dated January 24, 1987.

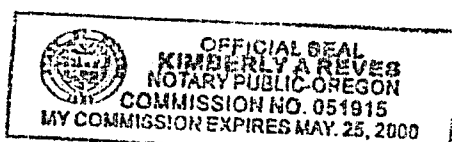


Kimberly A. Reves
Notary Public for Oregon
My Commission Expires: 5/25/2000

STATE OF OREGON

County of Klamath) ss.

This instrument was acknowledged before me on the 11 day of April, 1997 by Marilyn Kim Novak Malloy individually and as Trustee of the Marilyn Kim Novak Malloy under Declaration of Trust dated January 24, 1987.



Kimberly A. Reves
Notary Public for Oregon
My Commission Expires: 5/25/2000

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EXHIBIT A

The JELD-WEN Property is that certain property located in Klamath County, Oregon more particularly described as follows:

The West 1/2 of the NW1/4 and the NW1/4 of the SW1/4 of Section 11, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon

70055531.1
Tax Lot 300

EXHIBIT B

The Malloy Property is that certain property located in Klamath County, Oregon more particularly described as follows:

A tract of land situated in the NE1/4 SE1/4 of Section 10, Township South, Range 7, E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said NE1/4 SE1/4; thence South 89 degrees 06' 17" West, along the South Line of said NE1/4 SE1/4, a distance of 402.44 feet; thence North 21 degrees 17' 44" West 1420.18 feet to the North line of said NE1/4 SE1/4; thence North 88 degrees 57' 42" East, along the North line of said NE1/4 SE1/4; thence South 00 degrees 34' 25" East 1333.39 feet to the point of beginning, with bearings based on Survey No. 3600, as recorded in the office of the Klamath County Surveyor.

[Tax Lot 3407-01000-0300-000, 20 Acres]

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EXHIBIT C

The Easement Area is that certain real property located in Klamath County, Oregon and

A 30-foot wide strip of land along the south boundary line of the JELD-WEN Property described on Exhibit A above beginning at a point where an easement described in that certain deed recorded April 28, 1972, from G.E. Rutledge and Phyllis Rutledge as Grantor to Earl J. Scherer and Hallie E. Scherer as Grantee, intersects the south boundary line of the JELD-WEN Property, approximately 532 feet east of the southwest corner of the JELD-WEN Property; thence west 532 feet to the southwest corner of the JELD-WEN Property; thence north along the west boundary line of the JELD-WEN Property a distance of 250 feet.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 15th day
of April A.D., 19 97 at 2:26 o'clock P M., and duly recorded in Vol. M97
of Deeds on Page 11211

Bernetha G. Letsch, County Clerk

FEE \$60.00

by Kathleen Rose