

EASEMENT

Date: 4/10/97

For valuable consideration received, Walter Smith and Dorothy M. Smith, husband and wife, (Grantor) conveys to JELD-WEN, inc., its successors and assigns (Grantee) a perpetual non-exclusive easement to use a road which presently exists on and passes across the following described land owned by Grantor:

The S1/2 NW1/4 of Section 15 and the SE1/4 NE1/4 of Section 16, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

for the purpose of ingress and egress to and from real property owned by Grantee, described in Item 7 below. The centerline of said road is described as follows:

Beginning on Hricziscse Road in the SE1/4 NW1/4 of Section 15, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, thence westerly over the existing road to the west line of the SE1/4 NE1/4 of Section 16, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use said road for ingress and egress to and from Grantee's land only. These ingress and egress rights include access for land and timber management purposes, hauling logs by truck from Grantee's land over said road and also heavy machinery and equipment travel over said road.

2. Grantee shall have the duty to repair, at Grantee's own expense, any excessive or unusual damage to said road caused by Grantee's use thereof.

3. Grantor reserves the right to use and maintain said road for Grantor's own purposes and Grantor may grant use rights to third parties. The parties may cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others', however, in case of conflict Grantor's right to use shall be dominant.

4. Grantor reserves the right to relocate said road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location, so long as Grantor does not cut off or deny Grantee's

right of access to Grantee's property. If said road is relocated, Grantor may record an instrument indicating the location of the new road and such instrument shall serve to amend this easement and eliminate the rights of Grantee in the original road covered by this easement. Such amendment shall be effective whether or not signed by grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the road when and if requested by Grantor.

5. 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 said road. Grantee shall pay grantor for any merchantable timber or other property of Grantor damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of said road and Grantor shall have no liability to Grantee or others for any condition existing thereon.

6. This easement is granted subject to all other easements and encumbrances of record.

7. This easement is appurtenant to the real property owned by Grantee, which real property is adjacent to land owned by Grantor. Grantee's real property is more particularly described as follows:

W1/2 NW1/4, S1/2 NE1/4 NW 1/4, SE1/4 NW1/4, SW1/4, SW1/4 NE1/4, W1/2 SE1/4, SE1/4 SE1/4 Section 16, Section 21, NW1/4 NW1/4, S1/2 NW1/4, SW1/4 Section 22, All Township 40 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

In witness thereof, the parties have caused this instrument to be executed the day and year first written above.

GRANTOR

Walter Smith
Walter Smith

Dorothy M. Smith
Dorothy M. Smith

GRANTEE

JELD-WEN, inc. an Oregon Corporation

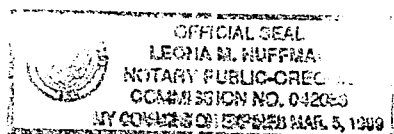
by

[Signature]
Title General Manager

12472

State of Oregon)
County of Klamath) ss

Personally appeared before me the above-mentioned Walter Smith and Dorothy M. Smith and acknowledged the foregoing instrument to be their voluntary act and deed.



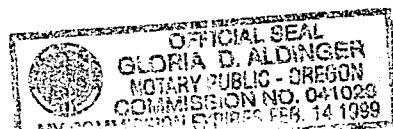
BEFORE ME:

Leona M. Huffman
Notary Public for Oregon
My commission expires: 3/5/99

State of Oregon)
County of Klamath) ss

Personally appeared Robert L. Johnson, of JELD-WEN, inc., an Oregon corporation, who being first duly sworn, did indicate the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.

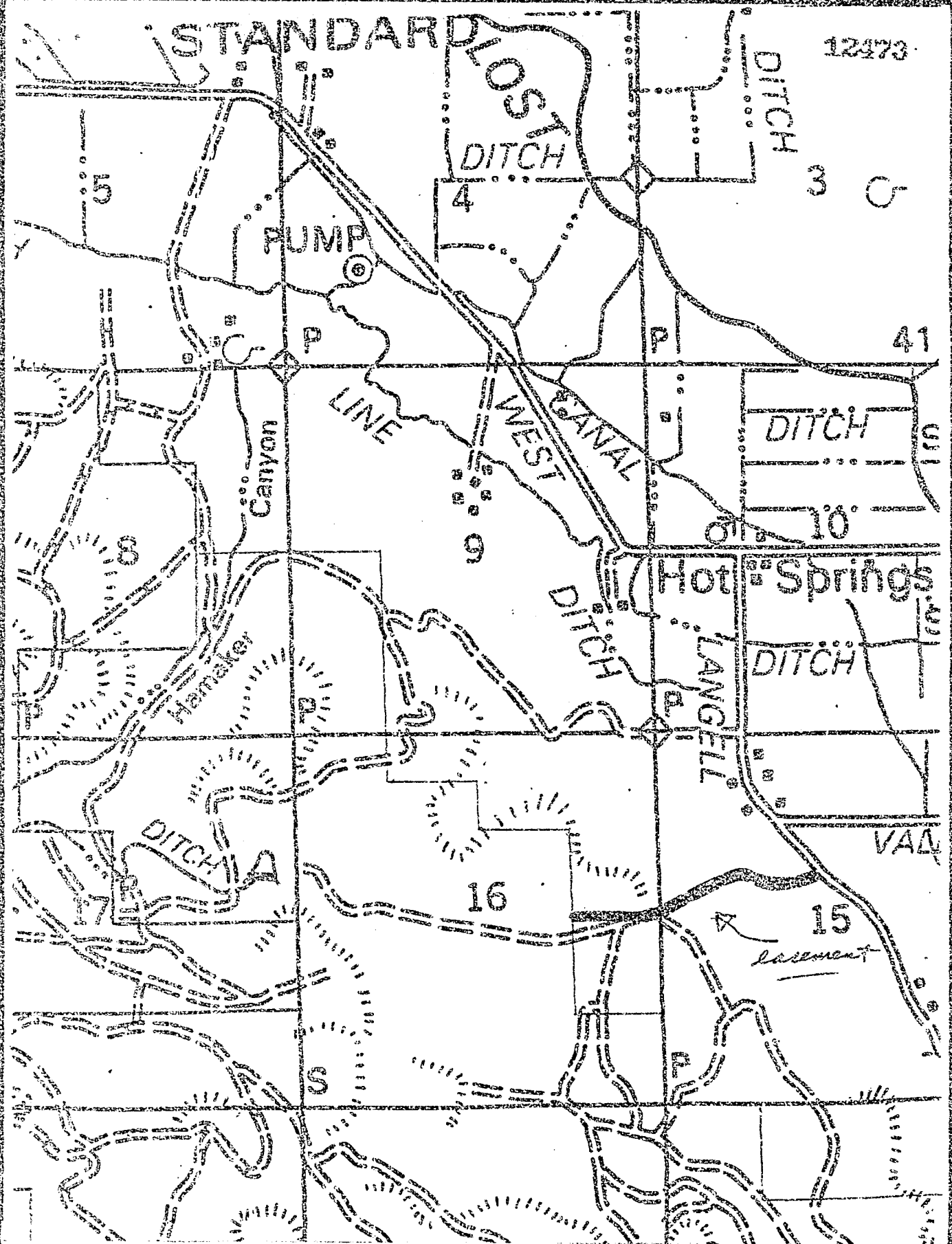
BEFORE ME:



Gloria D. Aldinger
Notary Public for Oregon
My commission expires: 2/14/99

AFTER RECORDING RETURN TO:

JELD-WEN, inc.
P.O. Box 5079
Klamath Falls, Oregon 97601



STATE OF OREGON, COUNTY OF KLAMATH ss.

Filed for record at request of Walter Smith the 24th day
of April A.D. 19 97 at 9:24 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 12470

FEE \$45.00

Bernetha G. Letsch, County Clerk
by Kathleen Rose