

EASEMENT

Date: 4/10/97

For valuable consideration received, JELD-WEN, inc. (Grantor) grants to George A. Pondella, Jr. and Donald B. Bailey and their 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:

That portion of the NW1/4 SE1/4 of Section 35, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon lying northerly of the Sprague River Highway

for the purpose of ingress and egress to and from real property owned by Grantee, described in Item 3 below. The centerline of said road is described as follows:

Beginning on the west line of the NW1/4 SE1/4 of Section 35, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence northeasterly over the existing road to the north line of the NW1/4 SE1/4 of Section 35, Township 34 South, Range 8 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
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 perpetual, however, in the event that the easement is not used by Grantee for a period of seven years or if otherwise abandoned by Grantee, the easement shall expire and Grantee shall, upon request, execute a recordable document evidencing that expiration

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

8. 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:

S1/2 NE1/4, Section 35, Township 34 South, Range 8 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: JELD-WEN, Inc. an Oregon Corporation

by: _____

Title _____

GRANTEE: _____

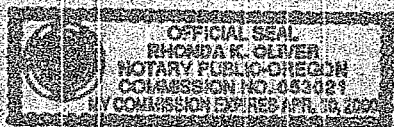
George A. Pondella, Jr.

Donald E. Bailey

State of Oregon)
County of Klamath) ss

Personally appeared before me the above-mentioned George A. Pondella, Jr. and Donald E. Bailey and acknowledged the foregoing instrument to be their voluntary act and

deed.



BEFORE ME:

Rhonda K. Oliver
Notary Public for Oregon

My commission expires: April 16, 2000

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 Jeld-Wen, Inc. the 21st day
of May A.D. 19 97 at 3:12 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 15600

FEE \$40.00

by Bernetha G. Leisch, County Clerk
Kathleen Kean