40003

After recording return to: JELD-WEN, inc. 3250 Lakeport Blvd. Klamath Falls, OR 97601 Vol./77 Page 19818

MTC 41624-KA

Date: June 18, 1997

For valuable consideration received, WARREN TAYLOR, DARRELL TAYLOR, CINDA TAYLOR and RANDALL TAYLOR (Grantors) grants to JELD-WEN, inc., and its successors and assigns (Grantee) a perpetual non-exclusive easement to use roads which presently exists on and passes across the following described land owned by Grantors:

Section 26: NE1/4 NW1/4; S1/2 NE1/4; W1/2 SE1/4; NE1/4 SE1/4;

Section 35: NW1/4 NE1/4;

Section 36: NE1/4 NW1/4; SE1/4 NE1/4.

All in Township 39 South, Range 15 East, Willamette Meridian, Klamath County, Oregon

for the purpose of ingress and egress to and from real property owned by Grantee, described in Item 8 below, for the purpose of timberland management and logging.

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. Grantors reserves the right to use and maintain said road for Grantors' own purposes and Grantors 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 Grantors' right to use shall be dominant.
- 4. Grantors 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 Grantors does not cut off or deny Grantee's right of access to Grantee's property. If said road is relocated, Grantors 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 Grantors.

EASEMENT PACE 1 OF 4

- 5. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of said road. Grantee shall pay Grantors for any merchantable timber or other property of Grantors damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of said road and Grantors 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 ten (10) 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 appurted in to the real property owned by Grantee, which real property is adjacent to land owned by Grantors. Grantee's real property is more particularly described as follows:

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

EASEMENT PAGE 2 OF 4

State of <u>Gregorian</u>) ss. County of <u>Clamath</u>)	
On this 19 day of One, acknowledged the foregoing instrument to	1997; personally appeared www.doylor. and be his voluntary act and deed.
NAME WELL A REVER NO COMMISSION NO. 051918 MY COMMISSION ELPIRES MAY, 25, 2006	Kinturly A Rules Notary Public for the State of Oregon My Commission expires:
State of 5)) ss. County of)	
On this, day of, acknowledged the foregoing instrument to	
	Notary Public for the State of Oregon My Commission expires:
State of	
On this day of acknowledged the foregoing instrument to	_, 1997, personally appeared and be his voluntary act and deed.
	Notary Public for the State of Oregon , My Commission expires:

EASEMENT PAGE 3 OF 4

- 5. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of said road. Grantee shall pay damaged by Grantee's use of this easement. Grantee assumes all risk a ising out of its use of said road and Grantors shall have no liability to Grantee or others for any condition existing thereon.
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- 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 Grantors. Grantee's real property is more particularly described as follows:

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

Executed by Grantors this	day.of	<u>Tine</u> , 1997.	
GRANTEE:		GRANTORS:	
JELD WEN, inc., an Oregon Corp	poration	Wayren Taylor	
BY:			
TITLE		Darrell Taylor	M 4
		Einda Taylor GENNETTE	<u>Aprelle</u>
		Pandall To.	Toplar

EASEMENT PAGE 2 OF 4

State of \underline{Lohho} =) () ss. County of \underline{ELmsse})	5
On this 12 day of <u>Teense</u> , 1997, acknowledged the foregoing instrument to be his	personally appeared <u>Linda Taylor General</u> te yoluntary act and deed.
	Notary Public for the State of Orogon Idnh. My Commission expires: 05-14-2007
State of <u>stdako</u>) County of <u>Elmore</u>)	
	ersonally appeared <u>Randoll (1) Toylon</u> and voluntary act and deed.
	Notary Public for the State of Oregon 2004 My Commission expires: 53,7990 No.
State of	i o i sellini
County of) On this day of, 1997 acknowledged the foregoing instrument to be his	personally appeared and
	Notary Public for the State of Oregon
	My Commission expires:

EASEMENT PAGE 3 OF 4

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

executed by Grantors this / / day of	<u>Jeln</u> , 1997.
GRANTEE:	GRANTORS:
JELD-WEN, inc., an Oregon Corporation	
	Warren Taylor
BY:	Warrell Flagler Darrell Taylor
TITLE:	
	Cinda Taylor GENNETTE
EASEMENT PAGE 2 OF 4	Randall Taylor

State of Noord e) ss.	
County of Number 1814		
On this <u>18</u> acknowledged the fore	day of <u>hune</u> going instrument	1997, personally appeared <u>Danill Julia</u> and to be his voluntary act and deed.
MAURIEM STA	of Noveda (5 inty 1, 1960 6	Mountain Same Notary Public for the State of Oregon My Commission expires: [Mul. 2000]
State of))) ss.	
On thisacknowledged the for	day of egoing instrumen	, 1997, personally appearedand to be his voluntary act and deed.
		Notary Public for the State of Oregon My Commission expires:
State of))) ss.	
County of On this	و عالم المالية day of	1997, personally appeared and
acknowledged the for	egoing instrumer	nt to be his voluntary act and deed.
		Notary Public for the State of Oregon My Commission expires:
EASEMENT FAGE 3 OF 4		

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JELD	WEN, inc.,	an Oregon Corpo	ration		
	0			Warren Taylor	
BY: _	Donale	P. Kentry	2-		
				Darrell Taylor	
TITLE	<u>aecu</u>	43			
				Cinda Taylor	
				Randall Taylor	
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County of	<u> </u>	5.	and
On thisacknowledged the for	day of, 1997 egoing instrument to be his	personally appeared voluntary act and dec	
		Notary Public for My Commission ex	he State of Oregon spires:
State of Overno) ss 1 oH)	pate: <i>June 14</i>	<u>, 199</u> 7
	ppeared <u>Daudus</u> P. Ko	<u>. 15</u>	Secretary 111 i-Minute the
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