

EASEMENT

Date: JANUARY 16, 1998

For valuable consideration received, Orville R. Schroeder and Jewell V. Schroeder, husband and wife, (Grantor) convey to JELD-WEN, inc., its successors and assigns (Grantee) a perpetual non-exclusive easement to use roads which presently exist on and pass across the following described land owned by Grantor:

The E1/2 NE1/4 of Section 22 except that portion of the SE1/4 NE1/4 lying westerly of a line that intersects the north boundary of said SE1/4 NE1/4 275 feet easterly from the NE 1/16 corner of said Section 22, thence southeasterly and intersecting the south boundary of said SE1/4 NE1/4 275 feet westerly of the quarter section corner common to Sections 22 and 23

The W1/2 NW1/4 and the E1/2 E1/2 W1/2 SW1/4 of Section 23.

All in 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 roads are described as follows:

Road One

Beginning on Hricziscse Road in the NW1/4 NW1/4 of Section 23, thence southwesterly over the existing road to a line running southeasterly from a point 275 feet easterly of the NE 1/16 corner of Section 22 and intersecting the south boundary of SE1/4 NE1/4, Section 22 275 feet west of the quarter section corner common to Sections 22 and 23, said line defining the boundary between Grantor's and Grantee's property, all in Township 40 South, Range 13 East, Willamette Meridian.

Road Two

Beginning at the south end of Hricziscse Road in the NW1/4 of Section 23, thence southerly over the existing road to the north line of the NW1/4 SW1/4 of Section 23, thence southerly over the same existing road beginning at a point where it emerges from the east line of the W1/2 E1/2 NW1/4 SW1/4 of Section 23 to the south line of Section 23, all in Township 40 South, Range 13 East, Willamette Meridian.

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The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use said roads 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 and other forest products by truck from Grantee's land over said roads and also heavy machinery and equipment travel over said roads.

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

3. Grantor reserves the right to use and maintain said roads 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 roads at any time and in such case shall reconstruct the road(s) at such new locations in as good or better condition as existed at the prior location(s), so long as Grantor does not cut off or deny Grantee's right of access to Grantee's property. If said road(s) are relocated, Grantor may record an instrument indicating the location of the new road(s) and such instrument shall serve to amend this easement and eliminate the rights of Grantee in the original road(s) 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(s) 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 roads. 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 roads 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 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:

Section 22 - SW1/4 NE1/4, that portion of the SE1/4 NE1/4 west of a line that intersects the north boundary of said SE1/4 NE1/4 275 feet easterly from the NE 1/16th corner of Section 22 thence southeasterly and intersecting the south boundary of said SE1/4 NE1/4 275 feet westerly of the quarter section corner common to Sections 22 and 23

Section 23 - W1/2 W1/2 SW1/4, W1/2 E1/2 W1/2 SW1/4

Section 26 - W1/2 NW1/4 except that portion recorded in Deed Book 98, Page 369, records of Klamath County, Oregon as follows: Beginning at a point 1020 feet east of the corner common to Sections 22, 23, 26 and 27 thence southeasterly 1500 feet, more or less, to a point where said course intersects the east line of the SW1/4 NW1/4 of Section 26, thence north along said subdivision line to the northeast corner of the NW1/4 NW1/4 of Section 26, thence west 300 feet to the place of beginning.

All in Township 40 South, Range 13 East of the Willamette Meridian.

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

GRANTOR

Orville R. Schroeder
Orville R. Schroeder

Jewell V. Schroeder
Jewell V. Schroeder

GRANTEE JELD-WEN, inc. An Oregon Corporation

by

Title

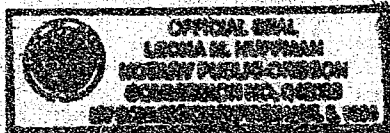
Ray B. Ditt
President

State of Oregon)

ss

County of Klamath)

Personally appeared before me the above-mentioned Crville R. Schroeder and Jewell V. Schroeder 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)

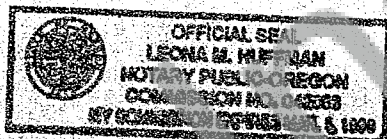
ss

County of Klamath)

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Personally appeared Craig B. Dietman
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:

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

AFTER RECORDING RETURN TO:

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

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Jeld-Wen Inc. the 23rd day
of January A.D. 19 98 at 2:25 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 2270

FEE \$45.00
11.50 c.c.

By Bernetha G. Leisch, County Clerk
Kathleen Brown