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EASEMENT

Date: 00703=230, 2000

For valuable consideration received, JELD-WEN, inc., (Grantor) conveys to Catherine Tremble, (Grantee) a nonexclusive easement to use a road which presently exists on and passes across the following described land owned by Grantor:

The SE1/4 SE1/4 of Section 35, Township 34 South, Range 8 East, 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 the Sprague River Road in the SE1/4 SE1/4 of Section 35, Township 34 South, Range 8 East, Willamette Meridian, Klamath County, Oregon thence southeasterly over the existing road to the south line of said SE1/4 SE1/4 of Section 35.

The terms of this easement are as follows:

- 1. Grantee, its agents, 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. 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, so long as grantor does not obstruct 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

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- 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 SE1/4 SW1/4 NE1/4 and a portion of the E1/2 SE1/4 SW1/4 NE1/4, Section 2, Township 35 South, Range 8 East, Willamette Meridian, Klamath County, Oregon; otherwise known as Tax Lot 3508 1100.

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 Cary D. Direca
	Title <u>General Manager</u>
GRANTEE	Cofferaie Ottombre.

State of Oregon		
O		SS
County of Klamath)	

Personally appeared before me the above-mentioned Conig Difference and acknowledged the foregoing instrument to be their voluntary act and deed.

OFFICIAL SEAL
LAURIE E. TITUS
NOTARY PUBLIC - OREGON
COMMISSION NO. 319864
MY COMMISSION EXPIRES JAN. 20, 2003

BEFORE ME:

Notary Public for Oregon
My commission expires:

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STATE OF OREGON,

County of County o

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 Recorded 11/01/00, at ////4a. m. In Vol. M00 Page 39869 Linda Smith, County Clerk Fee\$ 3/20