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LICENSE AND EASEMENT AGREEMENT

PARTIES: JELD-WEN, inc., an Oregon corporation ("Grantor")
and Ralph R. and Nancy A. Batie (collectively, "Batie");
Philip V. and Cynthia D. Walter (collectively, "Walter")
and
Dorian Regalia, Floyd M. Korhummel and Ralph R. Batie (collectively, "RKB") (collectively, Batie, Walter, and RKB shall be referred to herein as "Grantees").

DATED: July 22, 2005

RECITALS:

- A. Grantor is the owner of certain real property located in Klamath County, Oregon, which a portion of this property is described more fully in Exhibit A attached hereto ("Grantor's Parcel A"). (Grantor's Parcel A is referred to herein as "Grantor's Property").
- B. Grantees are the owners of certain real property located in Klamath County, Oregon, which property is described more fully in Exhibit B attached hereto ("Grantees' Properties"). Specifically, Grantee Batie owns the property separately described therein and designated as tax lot 700, Grantee RKB owns the property separately described therein and designated as tax lot 600, and Grantee Walter owns the property separately described therein and designated as tax lot 500.
- C. There exists a non-surfaced dirt roadway commonly known as Larson Creek Road (the "Main Road"), which runs approximately in a North-South direction through Grantor's Property. Two dirt drives extend eastward off the Main Road over Grantor's Property to Grantees' Properties (the "Dirt Drives").
- D. Grantees desire a license to use the Dirt Drives, and Grantors desire to grant such a revocable license to use the Dirt Drives (the "License"). In addition, Grantees desire an easement for residential ingress and egress from the Main Road to a portion of Grantees' Properties, over an alternate

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AFTER RECORDING RETURN TO:

JELD-WEN TIMBER AND RANCHES
401 HARBOR ISLES BLVD.
KLAMATH FALLS, OR 97601

State of Oregon, County of Klamath
Recorded 07/22/05 9:35 a m
Vol M05 Pg 56368-80
Linda Smith, County Clerk
Fee \$ 81.00 # of Pgs 13

41 ✓
cc
Rt: Brett Johnson

route located on Grantor's Property (the "Easement"), to be used and improved if Grantor revokes the License for use of the Dirt Drives. Grantor wishes to grant Grantees such an Easement on the terms and subject to the conditions set forth herein.

AGREEMENT:

IN CONSIDERATION of the mutual promises set forth herein and in consideration of Grantees' payment to Grantor of the sum of \$2,000, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor and Grantees hereby agree as follows (the "Agreement"):

1. Incorporation Of Recitals.

The Recitals set forth above are conclusively deemed true and are incorporated herein by reference as if set fully set forth in the body of this Agreement.

2. Grant of Licenses.

Grantor grants to Grantees revocable licenses as follows:

- (A). Grantee Batie's License shall extend over the single Dirt Road that accesses tax lot 700, as described on Exhibit B; and
- (B). Grantee RKB's License shall extend over the single Dirt Road that accesses tax lot 600, as described on Exhibit B.
- (C). Grantee Walter's License shall extend over the single Dirt Road that accesses tax lot 600, as described on Exhibit B.

Each of the Licenses granted herein is a nonexclusive, revocable license for the purpose of non-commercial access over the existing Dirt Road that most directly accesses the parcels of each of Grantees' Properties, as described in (A), (B) and (C), above. Each License may be assigned by Grantees to their successor(s) in interest. Each License may be revoked by Grantor at any time, in whole or in part, with or without cause, as to any and all Grantees; provided, however, Grantor shall provide Grantees with notice of an impending revocations and a reasonable time within which to construct a road on the easement taking into account weather conditions, but, in no event, shall the notice be less than ninety (90) days. When a License is revoked as to a particular Grantee, the Easement granted in this Agreement is intended to be that Grantee's only means of potentially accessing that Grantee's property described in Exhibit B. Grantees shall have no rights to improve the Dirt Roads at any time, except for usual maintenance and snow removal/plowing in the winter months.

3. Grant Of Easement.

Grantor grants to Grantees a nonexclusive easement for the purposes, of the width, following the route, subject to the conditions, on the terms and for the duration set forth herein ("the Easement").

4. Appurtenance.

The Easement shall be appurtenant to Grantees' Properties. If, however, any parcel of Grantees' Properties is subdivided, partitioned, developed or otherwise broken down into smaller parcels, the Easement shall remain appurtenant only to the largest remaining parcel and the owners of the other parcels into which Grantees' Properties may be divided shall have no rights whatsoever in the Easement. Except for tax lot 700 on Exhibit B, Grantee Batie has future plans of dividing tax lot 700 into two equal size tax lots. The owner of the new tax lot shall have the same rights to the Easement.

5. Width Of Easement.

The Easement shall be 30 feet wide.

6. Route Of Easement.

The route of the Easement shall proceed east from the Main Road, along the existing non-surfaced dirt roadway which forms the southern boundary of Grantor's Parcel A, and it shall then proceed north along and parallel to the eastern boundary of Grantor's Parcel A a total distance of one thousand four hundred twenty (1,420.0) feet, terminating at an existing driveway located on the southernmost 17.11 acres of Grantees' Properties (which is separately described and designated as tax lot 700 on Exhibit B). Grantor, however, reserves the right to change the route of the Easement at any time, for any reason and without Grantees' consent, at Grantor's sole expense. If Grantor changes the route of the Easement, Grantor shall notify Grantees in writing of the change in the manner set forth in paragraph 21 below and, from the effective date of the notification, Grantees shall use only the modified route of the Easement.

7. Purpose Of Easement And Limitations Of Use.

The purpose of the Easement is to provide Grantees with a means of residential ingress and egress for no more than a total of three single-family residences (four single-family residences only if the Batie Property is divided into two parcels) on Grantees' Properties (one home per parcel identified on Exhibit B). Grantees' use of the Easement is limited to that purpose regardless of any changes in circumstances, which might occur in the future, including changes in the use and development of Grantees' Properties or Grantor's Property. Without limitation on the foregoing, specifically Grantees may not use the Easement for (1) residential ingress and egress to more than four single family dwellings, (2) residential

ingress and egress to any multi-family dwellings or (3) commercial or business uses, including use by logging trucks or equipment, mining trucks or equipment, farm, forestry or other agricultural trucks and equipment.

8. Road Use Rules.

At all times, Grantees shall operate their vehicles and otherwise use the Easement in a reasonable, safe and prudent manner. Grantees shall not exceed the speed of 25 miles per hour while operating vehicles on the Easement.

9. Construction And Improvement.

The southernmost portion of the Easement is currently a non-surfaced dirt roadway. That portion of the Easement running along the eastern boundary of Grantor's Parcel A is undeveloped. Unless and until Grantor revokes a License (in whole or in part) granted in Section 1 of this Agreement, Grantees shall have no rights to improve the Easement. If (and only if) Grantor revokes a License, Grantees may improve the Easement to build a roadway for access, at Grantees sole expense. Grantor agrees to clear the described Easement along the eastern boundary of the Grantor's Property. Grantor may improve the Easement at any time in the future, but it shall be under no obligation to do so.

10. Maintenance.

Grantees shall be solely responsible for maintaining the Main Road, Dirt Drives and the Easement in their present condition or in such condition as Grantees or Grantor may improve them, at Grantees' sole expense; provided, however, in the event Grantor uses the Dirt Drives for commercial hauling, Grantor will ensure the Dirt Roads remain in a condition suitable for the Grantee uses as specified herein.

11. Covenants.

Subject to the limitations on application to subdivided parcels, as set forth in Section 4, Grantor and Grantees specifically intend the terms of the Easement to constitute covenants which run with Grantor's Parcel A and Grantees' Properties, which shall bind and which shall inure to the benefit of Grantor and Grantees and their respective heirs, successors, assigns and representatives. The terms of the Licenses are not appurtenant and are only intended to bind and benefit Grantor and Grantees (and Grantees' assigns, if any) personally.

12. Duration.

The Easement is perpetual. If Grantees or any of them materially breach any of the terms of this Agreement, however, at its sole discretion, Grantor may record a Declaration of Termination stating that the Easement has terminated pursuant to this paragraph and provide Grantees with notice thereof pursuant to paragraph 21

below. Grantees' right to use the Easement shall permanently cease upon the effective date the Grantor's notice to Grantees that such a Declaration of Termination has been recorded.

13. Recording.

This Agreement and the exhibits thereto shall be recorded in the Klamath County Oregon Real Property Records at Grantors' sole expense.

14. Indemnity.

Grantees assume the risk of injuries to persons and property in connection with the Grantees' use of the Easement and Licenses. Grantees shall indemnify and hold harmless Grantor from and against any and all loss, cost, expense, claim or other damage in any way resulting from Grantees' use of the Easement and Licenses.

15. Nonwaiver.

Grantor's failure to take any action to enforce its rights under this Agreement or as allowed by law shall not be deemed a waiver of Grantor's right to insist on future compliance or to take such actions in response to Grantees' breach as Grantor deems desirable including, without limitation, terminating the Easement pursuant to paragraph 12 above.

16. Modification.

The terms of this Agreement may not be modified except by a writing recorded in the real property records of Klamath County, Oregon and signed by Grantor and Grantees (or their respective heirs, successors, assigns or representatives) specifically stating an intent to modify this Agreement by reference to this paragraph. Notwithstanding the foregoing, a Declaration of Termination executed and recorded pursuant to Section 12 of this Agreement, or any public notice relating to the Easement, the Licenses or this Agreement which is signed by Grantor and duly recorded, shall be conclusively effective as to all Parties and persons without further inquiry.

17. Prior Encumbrances.

The Easement and Licenses are granted by Grantor subject to all prior encumbrances of record. Further, Grantees hereby agree that their interest in the Easement and Licenses are subordinate to all future encumbrances on Grantor's Property.

18. Waiver Of Rights.

At no time during the duration of, or after the termination of, the Easement or Licenses granted pursuant to this Agreement shall Grantees or any of them or their successors or assigns make any claim for, demand, file a civil action on or otherwise attempt to gain use or ownership rights to any portion of Grantor's Property, including, without limitation, a claim to a common law easement (including, without limitation, a claim to an easement by prescription, implication or necessity), a common law claim to ownership (including a claim to adverse possession) or a statutory claim for a way of necessity or other access (collectively, "Claims"). Grantees hereby expressly release Grantor from all such Claims. Grantor and Grantees agree that Grantees' waiver of rights and release set forth in this paragraph is a material inducement to Grantor's entry into this Agreement and that it shall survive the termination of the Licenses, the Easement, and any termination of this Agreement.

19. Attorney Fees.

If a civil action, arbitration or other proceeding is instituted on this Agreement, regarding this Agreement or related to the Licenses or the Easement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, in addition to costs and disbursements as allowed by law, such additional sums as the Court, arbitrator or arbitrators may deem reasonable as and for the attorney's fee of the prevailing party. This right to recover costs and attorney fees shall apply to those fees incurred prior to and at trial, on any appeal, and in any proceeding relating to or peculiar to bankruptcy proceedings.

20. Notices.

Any notice or other communication to a party to this Agreement shall be deemed given effective upon actual delivery to the party or, if mailed, three (3) days after it is placed in the United States mail, registered or certified, postage prepaid, addressed to the party at the following address (or at such other address for a party as the party may specify by notice to the other party):

IF TO GRANTOR:

Jeld-Wen, inc.
Attn: Corporate Counsel
3250 Lakeport Blvd.
Klamath Falls, OR 97601

IF TO GRANTEES:

Ralph & Nancy Batie
P.O. Box 726
Chiloquin, OR 97624

and Dorian Regalia, Floyd Korhummel
& Ralph Batie
270 Park Ave.
Yuba City, CA 95991

and Philip V. & Cynthia D. Walter
270 Highway 138
Crestline, CA 92325

21. Severability.

56374

If any provision of this Agreement shall be held unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.

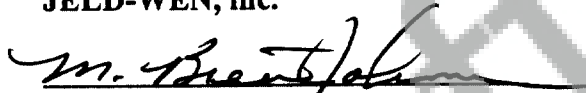
22. Entire Agreement.

This Agreement, including the terms of the Recitals preceding the caption "Agreement" and the exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter of this Agreement and all prior agreements, representations or understandings, written or oral, regarding the subject matter of this Agreement are hereby superseded.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Agreement effective as of the date first written above.

GRANTOR:

JELD-WEN, inc.

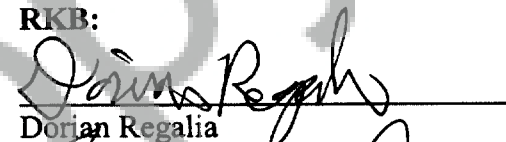

By: M. Brett Johnson
Its: FORESTER

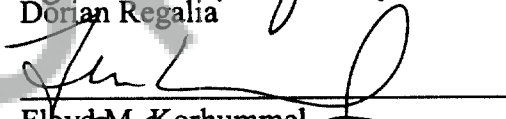
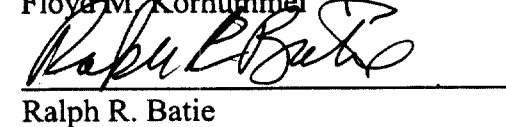
GRANTEES:

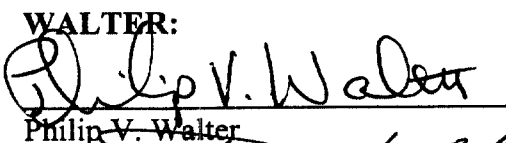
Batie:

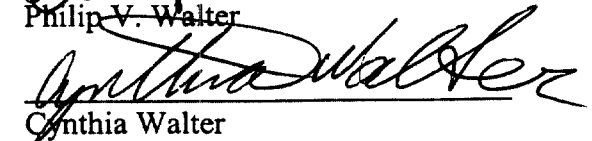
Ralph R. Batie


Nancy A. Batie

RKB:

Dorian Regalia


Floyd M. Korhummel

Ralph R. Batie

WALTER:

Philip V. Walter


Cynthia Walter

STATE OF OREGON)
) ss.
County of Klamath)

56375

The foregoing instrument was acknowledged before me this 22nd day of July, 2005, by M. Brett Johnson, in his authorized capacity as Forester of Jeld-Wen, inc., an Oregon corporation.

Kathryn E. Nowaski

Notary Public for Oregon

My Commission Expires: 20 Nov 2005

STATE OF OREGON)
) ss.
County of Klamath

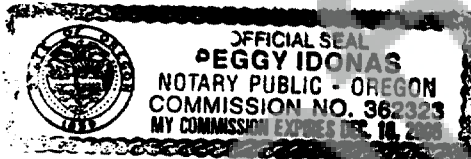


The foregoing instrument was acknowledged before me this 13th day of June, 2005, by Ralph R. Batie, as his voluntary act and deed.

Peggy Idonas

Notary Public for Oregon

My Commission Expires: 12/16/06



STATE OF OREGON)
) ss.
County of Klamath

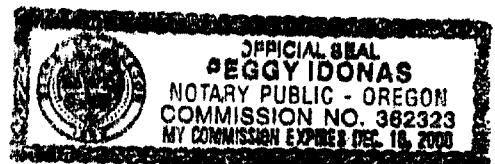
The foregoing instrument was acknowledged before me this 12th day of June, 2005, by Nancy A. Batie, as her voluntary act and deed.

Peggy Idonas

Notary Public for Oregon

My Commission Expires: 12/16/06

STATE OF OREGON)
) ss.
County of Klamath

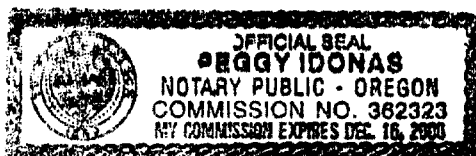


The foregoing instrument was acknowledged before me this 12th day of June, 2005, by Dorian Regalia, as her voluntary act and deed.

Peggy Idonas

Notary Public for OREGON

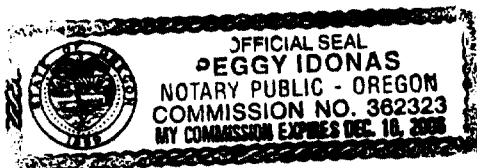
My Commission Expires: 12/16/06



56376

STATE OF OREGON)
) ss.
County of Klamath

The foregoing instrument was acknowledged before me this 17th day of JUNE, 2005, by Floyd M. Korhummel as his voluntary act and deed.



Peggy Idonas
Notary Public for OREGON
My Commission Expires: 12/18/08

STATE OF ALABAMA)
) ss.
County of SAN BERNARDINO

The foregoing instrument was acknowledged before me this 17th day of JUNE, 2005, by Philip V. Walter as his voluntary act and deed.

Notary Public for _____
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Cynthia D. Walter as her voluntary act and deed.

Notary Public for _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

56377

No. 5907

State of California

County of San Bernardino

On 6-17-06 before me, DEAN H. EVANS, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Philip V. Walter + Cynthia Walter

NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dean H. Evans
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S) _____

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Easement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

56378

The south 1/3 of the W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County Oregon; otherwise described as a portion of Klamath County Tax Lot 300 located in Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

Unofficial
Copy

EXHIBIT B**Legal Description for Tax Lot 500:**

S½ of the northerly 440' portion of the N½SE¼NW¼ of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

Owners: Philip V. & Cynthia D. Walter
270 Highway 138
Crestline, CA 92325

Plus:

Legal Description for Tax Lot 600:

South 220' of N½SE¼NW¼ of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

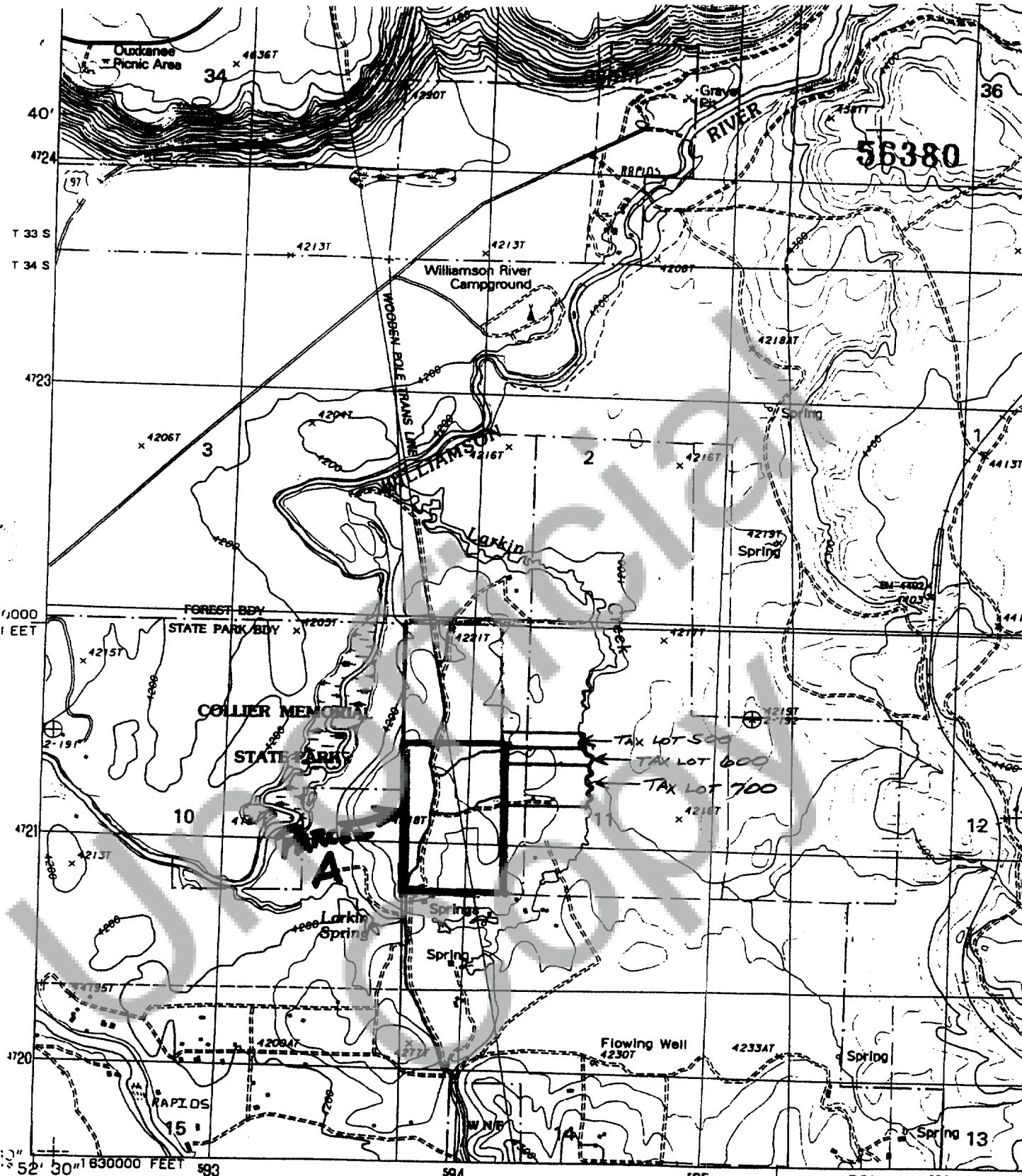
Owners: Dorian Regalia, Floyd M. Korhummel & Ralph R. Batie
270 Park Ave.
Yuba City, CA 95991

Plus:

Legal Description for Tax Lot 700:

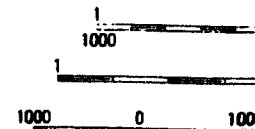
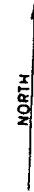
S½ SE¼NW¼ of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County Oregon.

Owners: Ralph R. & Nancy A. Batie
P.O. Box 726
Chiloquin, OR 97624



PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY
 CONTROL BY USGS, NOS/NOAA, AND STATE OF OREGON
 COMPILED FROM AERIAL PHOTOGRAPHS TAKEN 1983
 FIELD CHECKED 1985. MAP EDITED 1988
 PROJECTION LAMBERT CONFORMAL CONIC
 GRID: 1000-METER UNIVERSAL TRANSVERSE MERCATOR ZONE 10
 10,000-FOOT STATE GRID TICKS OREGON, SOUTH ZONE
 UTM GRID DECLINATION 0°48' EAST
 1988 MAGNETIC NORTH DECLINATION 17°30' EAST
 VERTICAL DATUM NATIONAL GEODETIC VERTICAL DATUM OF 1929
 HORIZONTAL DATUM 1927 NORTH AMERICAN DATUM
 To place on the predicted North American Datum of 1983,
 move the projection lines as shown by dashed corner ticks
 (19 meters north and 93 meters east)
 There may be private inholdings within the boundaries of any
 Federal and State reservations shown on this map
 No distinction made between

R. 7 E.



PROVISIONAL MAP
 Produced from original
 manuscript drawings. Inform-