



After Recording Return To:
JWTR, LLC
6400 Highway 66
Klamath Falls, OR 97601

2013-013995
Klamath County, Oregon
12/23/2013 03:32:25 PM
Fee: \$67.00

EASEMENT

This Access Easement, dated December 23 2013 ("Agreement"), is by and between **JELD-WEN, inc., an Oregon corporation** ("Grantor"), and **JWTR, LLC** ("Grantee").

A. Grantor is the owner of that certain real property located in Klamath County, Oregon, described on **Exhibit A** attached hereto ("Grantor's Property").

B. Grantee is the owner of that certain real property located in Klamath County, Oregon, described on **Exhibit B** attached hereto ("Grantee's Property").

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual, 20' wide non-exclusive easement (the "Easement") for ingress and egress, upon, over and along a right of way depicted in **Exhibit A** over and across a portion of the Grantor's Property described in **Exhibit B** attached hereto (the "Easement Area") to provide legal access to and from Grantee's Property described in **Exhibit C**. Grantor has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Grantee assumes all risk of damage to property of and injury to Grantee in connection with the exercise of rights granted hereunder.
2. It is understood and agreed upon between Grantor and Grantee that the Easement Area shall remain as a private right of way unless otherwise determined by Grantor, in its sole discretion. The use of the Easement Area by Grantee shall be for ordinary vehicular traffic, and Grantee shall repair and maintain any damage caused by Grantee's use of the Easement Area. Neither party shall gate, block or otherwise obstruct, prohibit or impede use of the Easement Area; provided that Grantor shall have the right to gate the Easement Area, and shall provide Grantee with a key or other means to access through any gate.
3. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement. Grantor's use of said road shall not in any way be restricted by the rights granted to Grantee hereunder. Grantor shall have no obligation to maintain the Easement Area to any particular standards and Grantee shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's acts or omissions hereunder whether negligent or otherwise.
4. Grantor reserves the right to be able to relocate the 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. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this Easement and all rights of Grantee in the original Easement shall be subsumed into the relocated road easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall use its best efforts to execute it or such other documentation necessary to indicate relocation of the easement when requested by Grantor.

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5. The terms and conditions hereof shall apply to and be binding on the Grantor, and Grantor's successors, and assigns, and Grantee, its heirs, successors, and assigns. This Easement shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the Grantor's Property and the Grantee's Property, and shall only be terminated upon mutual agreement of all owners of Grantee's Property and Grantor's Property. Failure of any party to exercise any of its rights hereunder shall not constitute a waiver thereof. This Easement is subject to and is governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Access Easement on the date set forth above.

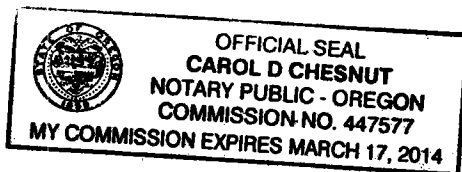
JELD-WEN, inc.

By: [Signature]

Title: Real Estate Manager

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

This instrument was acknowledged before me on this 23rd day of December, 2013, by Jeffrey Worlworth of JELD-WEN, inc. on its behalf.



Carol Chesnut
Notary Public for Oregon
My commission expires: 3-17-2014

EASEMENT AREA

Hidden Valley Easement Map.pdf



EXHIBIT A

GRANTOR'S PROPERTY

JELD-WEN, inc. Property

SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22, T39S, R10E (Tax Lot 1600)

W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 26, T39S, R10E (Tax Lot 3000)

E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 27, T39S, R10E (Tax Lot 3100)

E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 35, T39S, R10E (Tax Lot 3400)

EXHIBIT B

GRANTEE'S PROPERTY

JWTR's Property

E½, Section 35, T39S, R10E (Tax Lot 3500)

NE¼NE¼, Section 2, T40S, R10E (Tax Lot 200)

W½NW¼, Section 2, T40S, R10E (Tax Lot 300)

EXHIBIT C

DEPICTION OF EASEMENT AREA

The approximate location of said easement is that existing dirt road connecting to Highway 66 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28 Township 39 South Range 7 East and extending to the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28 Township 39 South Range 7 East.

Area in black is Grantee's Property.

Existing dirt road shown from Highway 66 to Grantee's Property is the Easement Area.