

When recorded return to:

JELD-WEN, Inc.
2645 Silver Crescent Drive
Charlotte, NC 28273
Attn: Real Estate Department

UTILITY INFRASTRUCTURE ACCESS EASEMENT

This UTILITY INFRASTRUCTURE ACCESS EASEMENT (“**Agreement**”) is dated as of December 15, 2023 (the “**Effective Date**”), by and between **HARBOR ISLES, LLC**, an Oregon limited liability company (“**Grantor**”) and **JELD-WEN, INC.**, a Delaware corporation (“**Grantee**”).

A. Grantee owns the real property legally described on Exhibit A attached hereto (the “**JELD-WEN Parcel**”).

B. Grantor owns the real property legally described on Exhibit B attached hereto (the “**Harbor Parcel**”) on which is located certain utility infrastructure serving the JELD-WEN Parcel including (i) an electrical utility box, and (ii) pipes, valves, pumps, and other infrastructure connected to a groundwater well located on the JELD-WEN Parcel (together with all replacements, additions and modifications thereto, the “**Utility Infrastructure**”).

C. Grantor and Grantee desire to enter into an easement agreement whereby Grantee shall be entitled to access the Utility Infrastructure as provided herein.

NOW, THEREFORE, in exchange for the mutual promises and agreements set forth herein, and for other valuable consideration, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement appurtenant approximately twenty (20) feet wide under, through, and across a portion of the Harbor Parcel bordering Harbor Isles Boulevard, as legally described in the attached Exhibit C to this Agreement (the “**Easement Area**”) for the purpose of using, maintaining, repairing, replacing, modifying and operating the Utility Infrastructure located thereon or therein. Grantee shall use reasonable efforts to ensure that Grantee’s use of the Easement Area does not interfere with golf course operations on the Harbor Parcel.

2. **Reservation of Rights.** Grantor retains the right to reasonably use the Easement Area and remainder of the Harbor Parcel in any way that does not interfere, or would not interfere after the passage of time, with Grantee’s rights or reasonable access to the Utility Infrastructure.

3. **Restrictions on Improvements and Vegetation.** Notwithstanding anything to the contrary in this Agreement, Grantor agrees not to construct improvements and not to plant any trees or other vegetation on or near the Easement Area that interfere, or could interfere after the passage of time, with Grantee’s rights or reasonable access to the Utility Infrastructure. Grantor hereby grants to Grantee an easement to, from time to time, remove and dispose of all such vegetation.

4. **Maintenance, Repair, and Replacement of Utility Infrastructure.** Grantee shall be solely responsible for all regular maintenance, repair, and replacement of the Utility Infrastructure. Grantor shall not access or otherwise disturb the Utility Infrastructure without Grantee’s prior written consent.

5. **Liability and Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against all claims, demands, suits, and causes of action, and the accompanying

liabilities, damages, losses, costs, and expenses, whether presently known or unknown or fixed or contingent (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same) (collectively, "**Claims**") related to or arising from the use of the Easement Area by Grantee. Grantor agrees to indemnify, defend, and hold Grantee harmless from and against all Claims related to or arising from the use of the Easement Area by Grantor. Counsel for such Claims shall be selected by the indemnified party and be reasonably acceptable to the indemnifying party and be provided at indemnifying party's expense.

6. **Taxes.** Each party shall pay when due all real property taxes, assessments, or other charges against the land to which each party holds fee title and which is subject to the easement granted herein. There shall be no right of contribution from the other party for such items.

7. **Miscellaneous Provisions.**

a. **Runs with the Land.** The easements, restrictions, and other obligations granted in this Agreement shall run with the land as to all property burdened and benefitted hereby, including any division or partition of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each party's successors, assigns, transferees, lessees, and mortgagees or beneficiaries.

b. **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Oregon and any dispute under this Agreement must be brought in the state or federal courts sitting in Klamath County, Oregon.

c. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

d. **Waiver.** The waiver by any party of any right related to this Agreement shall not be deemed to be a waiver of any other right or any subsequent right. No waiver is effective unless in writing and executed by the party against whom such waiver is sought.

e. **Captions.** The captions of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

f. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

g. **Incorporation of Recitals.** The above recitals and all exhibits to this Agreement are incorporated by this reference.

h. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. No modification or amendment of this Agreement shall be valid except by a written instrument executed by Grantor and Grantee.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, which together shall constitute one and the same executed Agreement.

j. **Recording.** This Agreement may be recorded in the real property records by any party hereto without the prior written consent of the other.

k. **Depiction of Parcels.** An approximate graphical depiction of the JELD-WEN Parcel, the Harbor Parcel, and the Easement Area is provided in Exhibit D to this Agreement. Such depiction is for illustrative purposes only, and shall not be conclusive with respect to the size, shape or location of the JELD-WEN Parcel, the Harbor Parcel, or the Easement Area.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

GRANTEE:

JELD-WEN, INC.,
a Delaware corporation

By [Signature]
Name Kelly A. Beegle
Title VP, Ins. + Risk Management

GRANTOR:

HARBOR ISLES, LLC,
an Oregon limited liability company

By [Signature]
Name Gena L. Dotson
Title Global Dir. of Insurance

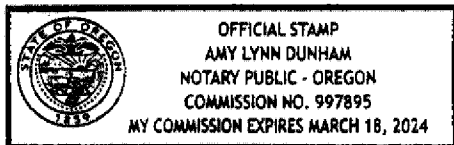
STATE OF OREGON

COUNTY OF KLAMATH

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Kelly A. Beegle

Date: 12/15/2023

{Official Seal}



[Signature]
Notary Public

Amy L. Dunham
Notary's Printed or Typed Name
My Commission Expires: 3-18-2024

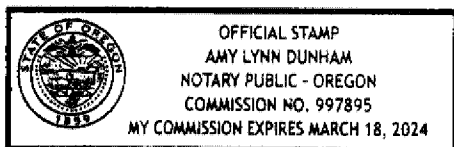
STATE OF OREGON

COUNTY OF KLAMATH

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Gena L. Dotson

Date: 12/15/2023

{Official Seal}



[Signature]
Notary Public

Amy L. Dunham
Notary's Printed or Typed Name
My Commission Expires: 3-18-2024

EXHIBIT A
LEGAL DESCRIPTION
JELD-WEN PARCEL

Parcel 3 of Land Partition 12-08, together with other unplatted lands, situated in a portion of Government Lots 1, 5, 6 & the S1/2 of Section 18, and a portion of Government Lots 4, 5, 6 & 7 of Section 19, Township 38 south, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B
LEGAL DESCRIPTION
HARBOR PARCEL

A tract of land situated in Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southerly right of way line of Harbor Isles Boulevard from which the center 1/4 corner of said Section 19 bears South 86° 03' 36" West 451.90 feet; thence South 00° 10' 45" West 57.21 feet to a point on the Northerly right of way line of Hanks Street; thence along said right of way line of Hanks Street, South 89° 17' 45" West 50.00 feet and South 34° 29' 32" West 105.00 feet; thence North 55° 30' 28" West 100.00 feet; thence South 34° 29' 32" West 686.07 feet; thence South 47° 41' 16" West 1343.95 feet; thence North 76° 32' 40" West 402.40 feet to the Northwesterly corner of Lot 8, Block 1, SHIPPINGTON FIRST ADDITION; thence continuing North 76° 32' 40" West, along the Northerly line of said subdivision, 458.70 feet; thence North 13° 13' 00" East 157.16 feet; thence North 76° 47' 00" West 100.00 feet; thence North 13° 27' 40" West 318.00 feet to a point on the Easterly line of TRACT 1209-HARBOR ISLES; thence along said Easterly line North 36° 18' 32" East 12.39 feet, along the arc of a curve to the right (central angle equals 40° 13' 48", radius equals 40.00 feet and the long chord bears north 33° 34' 34" West) 28.09 feet, North 13° 27' 40" West 158.14 feet and along the arc of a curve to the right (radius equals 40.00 feet and central angle equals 82° 30' 22") 57.60 feet to the Southeasterly corner of Lot 5, Block 2 of said TRACT 1209; thence continuing along the arc of said curve (Radius equals 40.00 feet and central angle equals 08° 42' 54") 6.08 feet; thence North 77° 45' 36" East 1363.94 feet; thence North 02° 46' 40" West 121.66 feet to a point on the Southerly right of way line of Harbor Isles Boulevard; thence along said Southerly right of way line North 77° 45' 36" East 296.54 feet, along the arc of a curve to the right (Radius equals 195.00 feet and central angle equals 23° 28' 50") 79.91 feet to the point of reverse curve, along the arc of a curve to left (Radius equals 285.00 feet and central angle equals 23° 26' 26") 116.60 feet and North 77° 48' 00" East 715.18 feet; thence South 12° 12' 00" East 30.00 feet; thence North 77° 48' 00" East 40.00 feet; thence North 12° 12' 00" West 30.00 feet; thence North 77° 48' 00" East 11.78 feet to the point of beginning, with bearings based on said TRACT 1209-HARBOR ISLES.

Together with the following: Beginning at a 5/8" iron pin with Tru-line Surveying, Inc on the plastic cap marking the initial point, being the most Northerly corner of Tract 1399 - The Harbor Isles Golf Course Condominium - Stage 15, Thence South 55°30'28" East 100.00 feet to a point on the Northerly Right of way line of Hanks Street; thence along said right of way line North 34°29'32" East to the most southerly corner of Tract 1418 - The Harbor Isles Golf Course Condominium - Stage 16, thence North 55°30'28" West 100.00 feet; thence South 34°29'32" West 66.62, feet more or less to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Harbor Isles Tennis Club in Volume M04, page 48014, Microfilm Records of Klamath County, Oregon, described as follows:

Beginning at the Northeast corner of Tract 1297 - Harbor Isles Golf Course Condominium - Stage 1; thence North 76°30'10" West, 263.34 feet; thence North 13°12'36" East 157.16 feet; thence South 56°18'18" East 281.68 feet; thence South 13°42'49" West 59.91 feet to the point of beginning

ALSO EXCEPTING THEREFROM that portion lying within TRACT 1418 - HARBOR ISLES GOLF COURSE CONDOMINIUM - STAGE 16, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXHIBIT C
LEGAL DESCRIPTION
EASEMENT AREA

A strip of land being 20.00 feet wide situated in the Northwest 1/4 of the Southeast 1/4 and the in Northeast 1/4 of the Southwest 1/4 of Section 19, Township 38 South, Range 09 East of the Willamette Meridian, Klamath Falls, Oregon. Said strip of land being 10.00 feet on either side of the following described centerline:

Commencing at the Southeast corner of Land Partition 06-13, a duly recorded Land Partition, thence North 89°43'34" East, 368.39 feet to the TRUE POINT OF BEGINNING; thence parallel with and 10.00 foot distance from the southerly Right of Way line of Harbor Isle Boulevard the following four (4) courses: South 78°46'21" West, 755.12 feet, thence along the arc of a 293.38 foot radius curve to the right, through a central angle of 23°35'43" (the long chord of which bears North 89°31'50" West, 119.97 feet) an arc distance of 120.82 feet; thence along the arc of a 184.45 foot radius reverse curve to the left, through a central angle of 23°32'05" (the long chord of which bears North 89°30'01" West, 75.23 feet) an arc distance of 75.76 feet; thence South 78°43'57" West, 160.17 feet to Point A; thence North 13°47'50" West, 124.42 feet to a point of terminus on the line common to Parcel 2 and Parcel 3 of said Land Partition 06-13, said point bears North 27°39'13" East, 69.79 feet from the Southwest corner of said Parcel 2. Sidelines of the above-described strip of land are to shorten or extent to the said common parcel line.

Beginning at the above-mentioned Point A, thence South 13°47'50" East, 49.10 feet; thence South 42°27'00" West, 56.66 feet to the point of terminus. Sidelines of the above-described strip of land are to end at a point perpendicular to the centerline.

Basis of Bearings is Land Partition 06-13.

Containing 0.61 acres, more or less.

EXHIBIT D DEPICTION OF PARCELS

