

dryness or excessive moisture. The Grantee, its successors or assigns, may dispose of said brush at its or their option either as required by the United States Forest Service or by the laws of the State of Oregon currently in effect when such brush is disposed of, and the Grantee shall not be liable for any damages caused by burning slash in the manner herein provided. Upon request by Grantors, Grantee agrees to give Grantors the preference for a contract to dispose of the logging debris, slash and brush after logging according to the laws of Oregon and the regulations of the State Forester, at the rate of 25 cents per thousand feet log scale according to Grantee's cruise of merchantable timber, and for such an area and upon such terms as the Grantee may elect at the date of disposal.

Grantee, its successors or assigns, shall not injure or damage any building on said land, and shall repair or rebuild any fence damaged or destroyed by its logging operations.

Grantors, their heirs, assigns and successors, reserve and have the right to use and occupy said land and each and every part thereof, but in such manner as not to prevent or interfere with the operations of Grantee under this contract.

During the period of this contract and deed, the Grantors, for themselves, their heirs successors and assigns, agree to pay all taxes that may be or have been levied against said land or the timber thereon, for the first five years of the term of this deed and contract, and the Grantee shall pay the taxes, on the timber only, for the last five years of the term hereof.

The rights of way transferred and conveyed over and across said land are to be used for the purpose of hauling and transporting thereover the timber herein conveyed, and any other purposes incident thereto, and any other timber that Grantee, its successors or assigns, may desire to haul or transport over or across said land or any part thereof, but such rights of way shall terminate at the expiration of said ten-year period.

It is agreed that the Grantee will annually, upon demand by the Grantors, make, execute and deliver to the Grantors a quitclaim deed covering all lands herein described which have been logged off during the preceding year, reserving all rights of way.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 25th day of August, 1943.

Executed in the presence of us as witnesses: LEROY BOWMAN (SEAL) GLADYS R. BOWMAN (SEAL)

L. K. Kinzel
Annetta Johnson

STATE OF OREGON)
County of Umatilla) ss

BE IT REMEMBERED, that on this 25th day of August 1943, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named LeRoy Bowman and Gladys R. Bowman, husband and wife, personally known to me to be the identical persons named in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal, the day and year first in this my certificate written.

ANNETTA JOHNSON
NOTARY PUBLIC
STATE OF OREGON

I.R.S. \$44.00
Canceled

ANNETTA JOHNSON
Notary Public for Oregon
My commission expires: Apr 7, 1947

Filed for record October 28, 1943 at 8:15 A. M.

Jack Johnson
Recorder of Conveyances

J. B. PLANT ET UX)
TO) D E E D
UMATILLA COUNTY)

In the Matter of Oregon Road known as the Umatilla Island Road.

KNOW ALL MEN BY THESE PRESENTS, that J. B. Plant and Gertrude Mary Plant, husband and wife, of the County of Umatilla and State of Oregon, in consideration of the benefits and other valuable considerations and the sum of \$1.00 paid them, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Umatilla, State of Oregon, the following described parcel of lands situate in Umatilla County, State of Oregon, to-wit:

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A parcel of land lying in the Southwest quarter (SW $\frac{1}{4}$) of Section 9 and in the Northwest quarter (NW $\frac{1}{4}$) of Section 16, Township 5 North, Range 28 East, W.M., Umatilla County, Oregon, the said parcel being all that portion of the owner's property included in a strip of land 30 feet in width, on the Easterly side of the center line of the Umatilla Oil Depot Access Road as said road has been relocated over and across or adjacent to the said property; the location of the said strip of land (insofar as it encroaches upon said property) being determined by the said center line from Station 12+22 to Station 19+48, which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 12+22 at which point the said center line intersects the Northerly right of way line of the O.W.R.R. & N. Co.; said point being 382 feet South and 1320 feet East of the Northwest corner of Section 16, Township 5 North, Range 28 East, W.M.; thence North 0° 11' East a distance of 726 feet to Engineer's Station 19+48, opposite and 30 feet distant from which station the Easterly line of said strip of land intersects the North line of the owner's property.

The parcel of land to which this description applies contains 0.50 acre, of which 0.33 acre lies within the existing road right of way, title to which hereby is acknowledged to be in the public, and 0.17 acre lies outside of the existing right of way.

TO HAVE AND TO HOLD the same unto the County of Umatilla, State of Oregon for the purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of October 1943.

J. B. PLANT (SEAL)
GERTRUDE MARY PLANT (SEAL)

STATE OF OREGON)
County of Umatilla) ss

I, W. W. Everhart, Notary Public in and for the State of Oregon, do hereby certify that on this the 30th day of October, A. D. 1943, personally appeared before me J. B. Plant and Gertrude Mary Plant, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they executed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 30th day of October, A. D. 1943.

W. W. EVERHART
NOTARY PUBLIC
STATE OF OREGON

W. W. EVERHART, Notary Public for Oregon
My Commission Expires 10/23/47

Filed for record November 1, 1943 at 10:15 A. M.

Jack Nelson
Recorder of Conveyances

IRENE D. HART ET AL)
TO) D E E D
UMATILLA COUNTY)

In the Matter of Oregon Road known as the Umatilla Island Road.

KNOW ALL MEN BY THESE PRESENTS, that Irene Hart, an unmarried woman, of the County of Multnomah, State of Oregon, and Harriett F. Wright and David A. Wright, her husband, of the County of Marion, State of Oregon, in consideration of the benefits and other valuable considerations and the sum of \$1.00 paid them, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain sell and convey unto the County of Umatilla, State of Oregon, the following described parcel of land situate in Umatilla County, State of Oregon, to-wit:

A parcel of land lying in the Southwest quarter (SW $\frac{1}{4}$) of Section 9, Township 5 North, Range 28 East, W.M., Umatilla County, Oregon, the said parcel being all that portion of the owner's property included in a strip of land of variable width, on each side of the center line of the Umatilla Oil Depot Access Road as said road has been relocated over and across or adjacent to the said property; the location of the said strip of land (in so far as it encroaches upon said property) being determined by the said center line from Station 25+92 to Station 36+81 which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 25+92 opposite and 30 feet distant from which point the Westerly line of the said strip of land intersects the South line of the owner's property; said point being 990 feet North and 1320 feet East of the South-

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