THIS DEED, dated this ______ day of ______, 19 GB, by and between Georgia M. Etter, a widow; Raymond B. Rugg and Barbara Jean Rugg, husband and wife; Milton Joseph Carter and Irene Carter, husband and wife; Jack E. Etter and Marjorie Jean Etter, husband and wife; and Bill Etter and Elizabeth Catherine Etter, husband and wife, hereinafter called the "Grantor, " and the UNITED STATES OF AMERICA, hereinafter called the "Grantee."

WITNESSETH, that the Grantor, for and in consideration of <u>\$190.00</u> the receipt of which is hereby acknowledged, does hereby grant and convey unto the Grantee and its assigns an exclusive easement for a road to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, and known as the <u>Yellow Jacket</u> Road, Project Number <u>S-311</u>, over, upon, along and across the following described premises situated in the County of <u>Umatilla</u>, State of <u>Oregon</u>

A strip of land <u>66</u> feet in width traversing the following described real property:

Township 3 South, Range 31 East, Willamette Meridian Section 24; E 1/2 NE I/4 SW 1/4, E 1/2 SE 1/4 NW 1/4

The said strip being <u>33</u> feet in width on each side of a centerline as located and (to be) constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, (the said centerline being located and described as shown on Exhibit A which is attached hereto and made a part hereof).

Form R6-5460-12 Revised 12/63

PAGE 429

294

Page 1 of 3

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said road.

The acquiring agency is the Forest Service, Department of Agriculture.

This conveyance is made subject to the following reservations by the Grantor, his heirs and assigns:

- The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
- 2. The right to all timber now growing or which may hereafter grow within the easement and the right to use any land therein not devoted to road use for grazing and the growing and hervesting of crops including timber crops; provided, the United States and its assigns shall have the right to cut timber upon the easement to the extent necessary for construction, reconstruction, improvement, and maintenance of the road. (Such timber shall be cut integrating and shall be free of standard length with proper trim allowance and shall be free of stimps, limbs or other debris. Grantor expressive returned decked timber, upon standing timber in the usual and customery manner without cost except for his pro-rate share of maintenence.) or (Such timber shall become the property of Grantee's timber purchaser or road contractor upon making payment therefor to the Grantor at rates currently being paid for similar timber sold by Grantee in adjacent areas.)

The Grantee will permit the Grantor, his heirs and assigns, to use the road to serve his property in accordance with the rules and regulations of the Secretary of Agriculture, 36 C.F.R. 212.7-212.11, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

Provided, however, that if for a period of five years the Grantee shall cease to use the road, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed thereby shall be freed from sald easement, or parts thereof, as fully and completely as if this deed had not been made. In the event of such non-use for the period stated, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing such non-use.

Form R6-5460-12 Revised 12/63

PAGE 429

294

BOOK

Page 2 of 3

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on the day and year first above written. State of Washington SS. County of Spokane - Georgia MI Etter On this day personally appeared before me____Milton Joseph Carter and Irene Carter to me known to be the identical individuals described in and who executed the P. within and foregoing instrument and acknowledged to me that they signed and Extering Etter executed the same as their free and voluntary act and deed, for the uses and F. EHA 00 purposes therein mentioned. Uta Asily Porta Given under my hand and seal this 10th day of _____ May Carton State of Oregon Pauline Kerser 16.100 PAGE 430 531.11 1 10 SS. Notary Public in and for the State of Washington County of Umatilla NOT/ NO Residing at Spokane PULLICA My commission expires June 21, 1969 On this day personally appeared before me Georgia M. Etter 294 5 1210 to me known to be the identical individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and PAGE 430 BOOK purposes therein mentioned. State of Oregon ss. Given under my hand and seal this _______ day of ______ May, 294 County of Umatilla 19 _68_. On this day personally appeared before me Raymond B. Rugg and Notary Public In and for the State of Barbara Jean Rurg to me known to be the identical individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and **MARK** ARI Oregon purposes therein mentioned. Residing at Pilot Rock, Oragon My commission expires Tanuary 16, 1972 Given under my hand and seal this <u>2/57</u> day of <u>MAY</u> 19<u>68</u>. 1.11.00 Notary Public in and for the State of OTARY Oregon Residing at Pilot Rock, Oregon My commission expires January 16, 1972 116.67 Form R6-5460-12 Revised 12/63 Form R6-5460-12 Revised 12/63 Page 3 of 3 Page 3a of 3