

**QUITCLAIM DEED**  
**(Correction Deed)**

WHEREAS, by Stipulation, dated September 30, 1931, the U. S Department of the Interior, Office of Indian Affairs conveyed to the Oregon, California & Eastern Railway Company ("OC&E") the right to construct and use a railroad right of way over and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 17, Township 36 South, Range 13 East, W.M., Klamath County, Oregon;

WHEREAS, by Warranty Deed, dated October 15, 1985, recorded in Vol. M85, Page 19883, Records of said Klamath County, Edwin A. & Arthur M. Case conveyed to Weyerhaeuser Company ("WEYERHAEUSER") the W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 17, subject to said OC&E railroad right of way;

WHEREAS, by Quitclaim Deed, dated February 6, 1986, recorded in Volume M86, Page 2486, Records of said Klamath County, WEYERHAEUSER conveyed to OC&E an undivided one-half ( $\frac{1}{2}$ ) interest in said W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 17;

WHEREAS, by Quitclaim Deed, dated July 22, 1990, recorded in Vol. M90, Page 15632, Records of said Klamath County, OC&E conveyed to WEYERHAEUSER an undivided one-half ( $\frac{1}{2}$ ) interest in said W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 17,

WHEREAS, by Quitclaim Deed, dated July 9, 1992, OC&E conveyed to the State of Oregon, Parks & Recreation Commission ("OP&RC") all its right, title and interest in and to said OC&E railroad right of way over and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 17;

WHEREAS, by Warranty Deed, dated September 20, 1995, recorded in Vol. M95, Page 28156, Records of said Klamath County, WEYERHAEUSER conveyed to the Oregon Department of Transportation ("ODOT") the W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 17, less and except said OC&E railroad right of way; and

WHEREAS, it was the intention and understanding of WEYERHAEUSER and ODOT that ODOT should own all of said W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 17, less and except Weyerhaeuser's mineral ownership and subject to OP&RC's right to use said railroad right of way for recreational and other uses pursuant to the terms and conditions of that certain Interim Trail Use and Rail Banking Agreement dated July 9, 1992, by and between the OC&E and OP&RC.

NOW THEREFORE, WEYERHAEUSER COMPANY, a Washington corporation, GRANTOR, for the purpose of clearing title, conveys and quitclaims to the **STATE OF OREGON, Department of Transportation**, GRANTEE, the real estate, situated in **Klamath County, Oregon**, described on the attached Exhibit A; together with all after acquired title of the Grantor therein. It is understood and agreed that this conveyance is subject to the right of the **OREGON PARKS & RECREATION COMMISSION** to use the former railroad right of way of the **OREGON, CALIFORNIA & EASTERN RAILWAY COMPANY** for recreational and other purposes, all as set forth in said Rail Banking Agreement.

The true and actual consideration for this transfer is to clear title only and for no monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated the 2nd day of February, 1996.



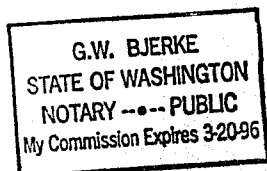
**WEYERHAEUSER COMPANY**

*J. Whittig*  
Acquisitions and Valuation Manager, Timberlands

*Pamela M. Redmon*  
Assistant Secretary

STATE OF WASHINGTON       )  
   ) ss.  
 COUNTY OF KING            )

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of February, 1996, within my jurisdiction, the within named J. Whittig and Pamela M. Fedmon, who acknowledged that they are Acquisitions and Valuation Manager, Timberlands and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



*G.W. Bjerke*  
 Notary Public  
 My appointment expires: March 20, 1996

**IN KLAMATH COUNTY, OREGON****TOWNSHIP 36 SOUTH, RANGE 13 EAST, W.M.****SECTION 17:**

That portion of the **SW $\frac{1}{4}$ SW $\frac{1}{4}$**  lying within the former railroad right of way of the Oregon, California & Eastern Railway Company,

**LESS AND EXCEPT** therefrom that interest of the Oregon, California & Eastern Railway Company that was conveyed to the State of Oregon, Department of Parks & Recreation by Quit Claim Deed, dated July 9, 1992

**SUBJECT TO** the rights of the State of Oregon, Department of Parks & Recreation to use said railroad right of way for recreational and other uses pursuant to the terms and conditions of that certain Interim Trail Use and Rail Banking Agreement dated July 9, 1992, by and between the Oregon, California & Eastern Railway Company and the State of Oregon, Department of Parks & Recreation

**RESERVATION:** Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, but not including rock, sand and gravel, and other road building/maintenance materials, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, that Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Weyerhaeuser/ODOT  
Klamath County OR  
G95-1135, 1/31/96

**EXHIBIT A, Page 1 of 1**

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Weyerhaeuser the 14th day  
of Feb A.D., 19 96 at 2:26 o'clock P. M., and duly recorded in Vol. M96  
of Deeds on Page 4245.

Bernetha G. Letsch, County Clerk

FEE \$45.00

By Dorlene Mullendore