

UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO ANT, LLC, 4545 FULLER DRIVE, SUITE 100, IRVING, TEXAS 75038.

After recording, this Deed shall be delivered to: ANT, LLC, 4545 Fuller Drive, Suite 100, Irving, Texas 75038 Attention: Title & Escrow Department.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, ("Grantor"), for the consideration hereinafter stated, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto ANT, LLC, a Delaware limited liability company, and its successors and assignees, whose address is 201 Mission Street, Pacific Gateway Building, San Francisco, California 94105, ("Grantee"), all of Grantor's right, title and interest, if any, in real estate and improvements located in the County of Klamath, State of Oregon, as such real property ("Premises") is more particularly described in Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

The true and actual consideration paid for this conveyance, stated in terms of dollars is \$20,250.00.

TOGETHER with all tenements, hereditaments and appurtenances, if any, on the Premises, and any reversions, remainders, rents, issues or profits on the Premises.

SUBJECT, however, to all valid existing interests of third parties in the Premises, including but not limited to, reservations, rights of way and other encumbrances of record.

EXCEPTING AND RESERVING unto Grantor, its successors, assignees, lessees and/or licensees (hereinafter "Grantor") all coal, oil, gas, casing head gas and all ores and minerals of every kind and nature, and all water, underlying the surface of the Premises, except with no right of entry onto the surface, or above a depth 500 feet below the surface, of the Premises.

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ALSO RESERVING unto Grantor a nonexclusive permanent easement to operate, maintain, reconstruct and modify any and all fiber optic lines, communication lines used by Grantor, and facilities related to such fiber optic lines or communication lines, in the location where such lines or facilities exist on the date of delivery of this Deed, including related rights of ingress and egress, as necessary across the Premises for the sole purpose of operating, maintaining and, as necessary, reconstructing such lines in the same location as they exist on January 30, 1998, provided that all activities of Grantor in the exercise of rights under this Paragraph of this Deed shall occur in a manner that minimizes any interference with any activities or improvements then present on the Premises.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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.

TO HAVE AND TO HOLD the same unto Grantee, and its successors and assignees, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto, as of the 24th day of February, 1998.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By:

D. P. Schneider

D. P. Schneider

General Director Real Estate

ATTEST:

By:

Margaret R. Aclin

Margaret R. Aclin

Assistant Secretary

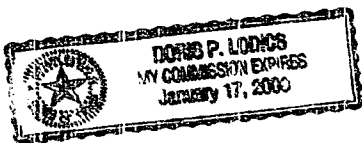


STATE OF TEXAS

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§ ss.
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COUNTY OF TARRANT

On this 1st day of June, 1998, before me personally appeared D. P. Schneider and Margaret R. Aclin, who, being duly sworn, each for himself and not one for the other, did say that the former is the General Director Real Estate and the latter is the Assistant Secretary of **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Doris P. Lodics

Notary Public for State of Texas

My commission expires: 1-17-2000FORM APPROVED BY LAW

EXHIBIT "A"**Parcel 01408 NOMO**

All of Lots 1 and 8, Block 4 and those portions of Lots 2 and 7, Block 4 of the Original Town of Merrill, Klamath County, Oregon, together with a portion of the alley in said Block 4, lying Northerly of a line drawn parallel with and distant 8.5 feet Northerly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) most Northerly spur track centerline, as now located and constructed upon, over and across said Block 4, bounded on the North by the South line of Fourth Street, bounded on the West by the East line of Main Street, and bounded on the East by the centerline of vacated Washington Street, all according to the recorded plat of the Original Town of Merrill, Oregon.

State of Oregon, County of Klamath
Recorded 7/14/99, at 11:43 a. m.
In Vol. M99 Page 28124
Linda Smith,
County Clerk Fee \$ 50- RR