

**UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO ANT, LLC, 5720 LBJ FREEWAY, SUITE 190, DALLAS, TEXAS 75240.**

pt After recording, this Deed shall be delivered to: ANT, LLC, 5720 LBJ Freeway, Suite 190, Dallas, Texas 75240 Attention: Title & Escrow Department.

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**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, That **BN LEASING CORPORATION**, a Delaware corporation, whose address is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830,, ("Grantor"), for the consideration hereinafter stated, in hand paid, grant, bargain, sell and convey unto **ANT, LLC**, a Delaware limited liability company, and its successors and assignees, whose address is 201 Mission Street, 2<sup>nd</sup> Floor, San Francisco, California 94105, ("Grantee"), all of Grantor's right, title and interest in the real property and improvements located in the County of Klamath, State of Oregon, as such real property ("Premises") is more particularly described as follows 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 **\$117,979.00.**

**TOGETHER** with all tenements, hereditaments and appurtenances, if any, on the Premises or related thereto, and any reversions, remainders, rents, issues or profits on the Premises. Grantee acknowledges that by this Deed Grantor warrants only claims made by, through or under Grantor, and that there may be limitations or restrictions on the ownership rights of Grantor in the Premises where Grantor acquired its ownership with such limitations or restrictions, or as a result of applicable law; and Grantee accepts delivery of this deed with this understanding and on this condition.

**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, or otherwise.

**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.

**ALSO RESERVING**, however, unto said Grantor, its successors and assigns, an exclusive railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the hereinafter described Premises as being 15 feet from and on each side of the centerlines of the Burlington Northern and Santa Fe Railway Company's Trackage known as its WYE Tracks (Zone/Track No. 9310), WEST LEG of Wye Track (Zone/Track No. 9310), EAST LEG of Wye Track (Zone/Track No. 9310), and WFEC Track (Zone/Track No. 9510) at Klamath Falls, Oregon, and further described on attached Exhibit "B", consisting of one (1) page, attached hereto and by this reference made a part hereof, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Grantor, its successors or assigns, shall remove all such facilities from the said Premises with the intent to abandon said easement.

**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 June 26, 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.

And the Grantor hereby covenants to and with the Grantee and Grantee's heirs, successors and assigns that the real property is free from encumbrances created or suffered thereon by Grantor and that Grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the Grantor, **EXCEPT**; subject however, to all matters set forth herein.

**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 26<sup>th</sup> day of June, 1998.

**B N LEASING CORPORATION**

By: *D. P. Schneider*

D. P. Schneider

General Director Real Estate



**ATTEST:**

By: *Patricia Zbichorski*

Patricia Zbichorski

Assistant Secretary

**STATE OF TEXAS**

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§ ss.

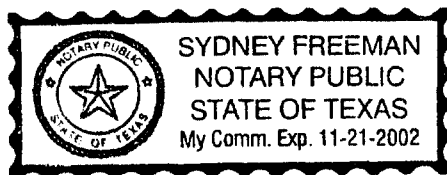
**COUNTY OF TARRANT**

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On this 24<sup>th</sup> day of June, 2001, before me personally appeared D. P. Schneider and Patricia Zbichorski, 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 **B N LEASING CORPORATION**, 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: *Sydney Freeman*

Notary Public for State of Texas



My commission expires: 11-21-02

FORM APPROVED BY LAW

## EXHIBIT "A"

## PARCEL 2207 (GN)

Those portions of Tracts 13, 14, 15, and 16 of the Altamount Ranch Tracts located in the SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, a portion of that certain parcel 3 of Quitclaim Deed dated November 21, 1988 to Glacier Park Company from The Burlington Northern Railroad Company, recorded in Book M89 at Page 9296 et seq., Records of said Klamath County, Oregon, described as follows:

Beginning at the intersection of the South line of Bristol Avenue (Sixth Street), according to the recorded plat thereof, with a line drawn parallel with and distant 25.0 feet Easterly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company (formerly Great Northern Railway Company) centerline of the Interchange Track with the Southern Pacific (formerly Oregon, Central and Eastern), as now located and constructed; thence Southwesterly parallel with said track centerline to the intersection with the East line of said Tract 13; thence Southerly along said East line of Tract 13 to the Southeast corner of said Tract 16; thence Westerly along the South line of said Tract 16 to the intersection with a line drawn parallel with and distant 15.0 feet Westerly of, as measured at right angles from the Track centerline of the Southeasterly Leg of the Wye connecting said Southern Pacific (formerly Oregon, Central and Eastern) Interchange Track centerline with the Burlington Northern and Santa Fe Railway Company's Main Track centerline; thence Northeasterly parallel with said Wye Track centerline to the intersection with a line drawn parallel with and distant 15.0 feet Southeasterly of, as measured at right angles from the Track centerline of the Northwesterly Leg of the Wye connecting said Southern Pacific (formerly Oregon, Central and Eastern) Interchange Track centerline with the Burlington Northern and Santa Fe Railway Company's Main Track centerline; thence Southwesterly parallel with said Northwesterly Leg of the Wye Track centerline to the intersection with a line drawn parallel with and distant 100.0 feet Northeasterly of, as measured at right angles from said Railway Company's Main Track centerline; thence Northwesterly parallel with said Main Track centerline to the intersection with the West line of said Tract 15; thence Northerly along said West line of Tract 15 to the Southwest corner of said Tract 14; thence Easterly along the South line of said Tract 14 to the intersection with a line drawn parallel with and distant 500.0 feet Westerly of, as measured at right angles from the East line of said Tracts 13 and 14; thence Northerly parallel with said Tracts 13 and 14 to the intersection with the said South line of Bristol Avenue; thence Easterly along said South line of Bristol Avenue to the Point of Beginning.

## Exhibit "B"

### Railroad Easement

*ANT, LLC Parcel 2207 Klamath Falls, OR*

Those portions of Tracts 13,14,15 and 16 of the Altamont Ranch Tracts located in the SW¼SW¼ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that certain parcel 3 of Quitclaim Deed dated November 21, 1988 to Glacier Park Company from The Burlington Northern Railroad Company, recorded in Book M89 at Page 9296 et seq., Records of said Klamath County, Oregon, described as follows:

Beginning at the intersection of the South line of Bristol Avenue (Sixth Street), according to the recorded plat thereof, with a line drawn parallel with and distant 25.0 feet Easterly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company (former Great Northern Railway Company) centerline of the Interchange Track with the Southern Pacific (formerly Oregon, Central and Eastern), as now located and constructed;

Thence Southwesterly parallel with said track centerline to the intersection with the East line of said Tract 13;

Thence continuing Southwesterly along said parallel line that is distant 25.0 feet Easterly of said track centerline to a point opposite the point of switch on said track centerline of the Southeasterly Leg of the Wye Track connecting said Southern Pacific (former Great Northern Railway Company) Interchange Track to the Main Track of The Burlington Northern and Santa Fe Railway Company;

Thence Southwesterly along a parallel line that is distant 25.0 feet Easterly of said Southeasterly Leg of the Wye Track centerline to intersection with the South line of said Tract 16;

Thence Westerly along said South line of said Tract 16 to intersection of a line parallel with and distant 15.0 feet Westerly, as measured at right angles from the centerline of said Southeasterly Leg of the Wye Track;

Thence Northeasterly along said parallel line distant 15.0 feet Westerly, as measured at right angles from the centerline of said Southeasterly Leg of the Wye Track to intersection with a line parallel with and distant 15.0 feet Southeasterly as measured at right angles from the Track centerline of the Northwestern Leg of the Wye connecting said Southern Pacific (former Great Northern Railway Company) Interchange Track to the Main Track of The Burlington Northern and Santa Fe Railway Company;

Thence Southwesterly and Westerly parallel with said Northwestern Leg of the Wye Track centerline to intersection with a line drawn parallel with and distant 100.0 feet Northeasterly of, as measured at right angles from the centerline of Main Track of said The Burlington Northern and Santa Fe Railway Company;

Thence Northwesternly parallel with said Main Track centerline to the intersection of a line parallel with and distant 15.0 feet Northerly, as measured at right angles from the centerline of said Northwestern Leg of the Wye Track;

Thence Easterly and Northeasterly parallel with said Northwestern Leg of the Wye Track centerline to a point opposite the point of switch on said track centerline of the Northwestern Leg of the Wye Track;

Thence Northeasterly along a parallel line that is distant 15.0 feet Westerly of first said track centerline to intersection with South line of said Bristol Avenue;

Thence Easterly along said South line of said Bristol Avenue to point of beginning.