

'02 AUG 28 PM 2:48

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

After recording, this Deed shall be delivered to: ANT, LLC, 5720 LBJ FREEWAY, SUITE 190, DALLAS TEXAS 75240 Attention: Title & Escrow Department.

K57268

State of Oregon, County of Klamath  
Recorded 08/28/2002 2:48 p. m.  
Vol M02, Pg 48778-82  
Linda Smith, County Clerk  
Fec \$ 41.00 # of Pgs 5

**SPECIAL WARRANTY DEED**

**CORRECTION DEED**

**THIS deed supersedes and replaces, and is given to correct an error in the legal description, form of conveyance and former ownership of that certain Quitclaim Deed dated as of June 26, 1998 between The Burlington Northern and Santa Fe Railway Company and ANT, LLC, which deed was recorded June 22, 1999, in the records of County of Klamath, State of Oregon in Volume, M99, Page 24538.**

**KNOW ALL MEN BY THESE PRESENTS, That THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company; formerly Great Northern Railway Company), of 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, Pacific Gateway Building, 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 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 **\$107,200.00.**

**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.

**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** unto Grantor a nonexclusive permanent easement to operate, maintain, reconstruct and modify any and all communication lines used by Grantor, and facilities related to such 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.

48780

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 19<sup>th</sup> day of February, 2002.

**THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY**

By: *D. P. Schneider*  
D. P. Schneider  
General Director Real Estate

ATTEST:



By: *Patricia Zbichorski*  
Patricia Zbichorski  
Assistant Secretary

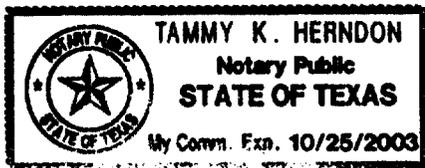
48781

STATE OF TEXAS

§  
§ ss.  
§

COUNTY OF TARRANT

On this 19<sup>th</sup> day of February, 2002, 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 **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: Tammy K. Herndon

Notary Public for State of Texas

My commission expires: 10-25-03

Unofficial Copy

EXHIBIT "A"**Parcel #02206 GN**

A PORTION OF PARCEL 2 OF "MINOR LAND PARTITION NO. 23-90", LYING IN THE SOUTHEAST QUARTER OF SECTION 9 OF TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, BEING THE NORTHEAST CORNER OF PARCEL 2 "MINOR LAND PARTITION NO. 23-90", FROM WHICH THE ¼ CORNER COMMON TO SECTIONS 9 AND 10 BEARS NORTH 86°14'20" EAST 661.54 FEET; THENCE ALONG THE BOUNDARY OF SAID PARCEL 2, SOUTH 00°11'08" WEST 883.24 FEET; THENCE NORTH 47°44'52" WEST 903.67 FEET; THENCE NORTH 00°01'50" EAST 282.33 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAVERNE AVENUE; THENCE SOUTH 89°25'35" EAST 671.63 FEET TO THE POINT OF BEGINNING, CONTAINING 8.98 ACRES, MORE OR LESS, WITH BEARINGS BASED ON RECORD OF SURVEY 5000 ON FILE AT THE OFFICE OF KLAMATH COUNTY SURVEYOR.

The above described parcel also known as Parcel 1 of Land Partition 40-00.

BNSF 02000-244 Klamath Falls, OR  
ANT #02206