

RETURN NAME AND ADDRESS:

Mr. David Barnett
THE BARNETT GROUP OREGON, LLC
19567 27th Avenue NW
Seattle, WA 98177

State of Oregon, County of Klamath
Recorded 07/25/2003 12:23 p m
Vol M03 Pg 52722-28
Linda Smith, County Clerk
Fee \$ 51.00 # of Pgs 7

SEND TAX STATEMENT TO:

Mr. David Barnett
THE BARNETT GROUP OREGON, LLC
19567 27th Avenue NW
Seattle, WA 98177

STATUTORY SPECIAL WARRANTY DEED

ANT, LLC, a Delaware limited liability company, whose address is 201 Mission Street, 2nd Floor, San Francisco, California 94105, ("Grantor"), hereby conveys and specially warrants to **THE BARNETT GROUP OREGON, LLC, a Washington limited liability company,** (Grantee") the real property located in Klamath County, Oregon, and described in Exhibit A attached hereto.

SUBJECT, however, to: (1) easements, reservations, restrictions, covenants and conditions of record; (2) taxes and assessments, general and special, not yet due and payable; (3) rights of the public to parts of the real property, if any, lying in streets and rights of way; (4) leases and tenancies; and (5) attached Exhibit B of exceptions.

ALSO SUBJECT TO any rights granted unto Grantor's affiliates pursuant to that certain Pipeline Easement executed by The Burlington Northern and Santa Fe Railway Company on or about September 23, 1998, and that certain Telecommunications Easement executed by The Burlington Northern and Santa Fe Railway Company on or about December 30, 1998, in connection with the operation of pipelines and communication lines if and to the extent located upon or under the Property, as well as any license, permit, lease or other agreements with third parties which exist in connection with such easements, and the perpetual right to renew or replace such licenses, permits, leases or other agreements with third parties; **FURTHER**, in the event such rights are determined to affect the Property (or any portion thereof), Grantee hereby covenants, for no additional consideration, to cooperate with Grantor and execute any documentation reasonably necessary to cause the foregoing easement rights to be recorded in the public records, should Grantor desire to record such rights in the future.

51 K

52723

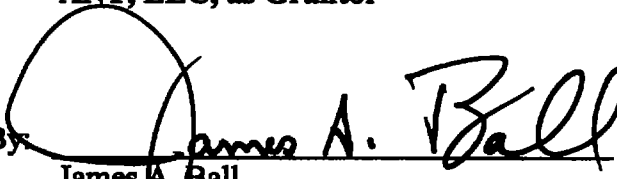
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

~~NOTE: PLEASE USE ONE OF THE THREE ALTERNATIVES BELOW AS THE LAST SENTENCE.~~ *SF*

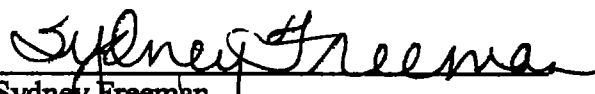
XX The true consideration for this conveyance is Eight Hundred Thousand and No/ Dollars (\$ 800,000.00).

DATED: July 22nd 2003.

ANT, LLC, as Grantor

By: 
James A. Ball
Director

ATTEST:

By: 
Sydney Freeman
Assistant Secretary

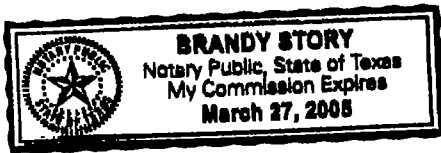
STATE OF TEXAS
COUNTY OF DALLAS

§
§ ss.
§

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On this 22nd day of July, 2003, before me personally appeared James A. Ball and Sydney Freeman, to me known to be the Director and Assistant Secretary, respectively, of ANT, LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Brandy Story
Name (Print): Brandy Story
NOTARY PUBLIC in and for the State
of Texas, residing at Dallas
My appointment expires: 3/27/06

EXHIBIT A

Parcel # 2206

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A TRACT OF LAND SITUATED IN THE SE¼ OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAVERNE AVENUE, FROM WHICH THE EAST ¼ CORNER OF SAID SECTION 9 BEARS NORTH 86°14'20" EAST 661.54 FEET; THENCE SOUTH 00°11'08" WEST 883.24 FEET; THENCE SOUTH 89°12'23" EAST 610.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF WASHBURN WAY; THENCE NORTH 00°11'08" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 865.58 FEET; THENCE NORTH 44°37'14" WEST 28.38 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAVERNE AVENUE; THENCE NORTH 89°25'35" WEST 589.98 FEET TO THE POINT OF BEGINNING, CONTAINING 12.38 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 (one) of Minor Land Partition 23-90.

ALSO,

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 (one) of Land Partition 40-00.

EXHIBIT B TO SPECIAL WARRANTY DEED

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PERMITTED EXCEPTIONS

1. Any and all restrictions, covenants, conditions, reservations, liens, rights-of-way, taxes, licenses, leases, parties in possession, easements, highways, roads, pipelines, poles, wirelines, conduits, ditches, ordinances and other encumbrances affecting the Property, whether of record or not, and all matters a current survey or visual inspection of the Property would disclose.
2. Taxes and assessments for the year 2002-2003.
3. Reservations and Restrictions, including the terms and provisions thereof,
Recorded : in Volume 31 page 492, Deed record of Klamath County, Oregon
From : J.A. Houston, et ux
To : J.M. Evans, Trustee
For an easement that is now included in Laverne St. and Washburn Way.
4. Right of Way, including the terms and provisions thereof,
Recorded : February 26, 1941 in Volume 136 page 243, Deed records of
Klamath County Oregon
From : Great Northern Railway Company
To : The California Oregon Power Co.
5. Easement, including the terms and provisions thereof,
Dated : March 15, 1946
Recorded : June 14, 1946 in Volume 190 Page 555, Deed records of
Klamath County, Oregon
From : Great Northern Railway Co.
To : The California Oregon Power Company
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceeding, whether or not shown by the records of such agency or by the public records.
7. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
8. Easements, claims of easement or encumbrances which are not shown by the public records, unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

9. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
11. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation or alleged violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
12. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding form coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
13. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or creating subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
14. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - i. the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

- ii. the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impact notice to a purchaser for value or a judgment or lien creditor.