

Return
Name and Address:

pt Barnett Leasing Group, LLC
19567 27th Avenue NW
Seattle, Washington 98177

State of Oregon, County of Klamath
Recorded 10/24/03 9:18 a. m
Vol M03 Pg 78948-51
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Send Tax Statement To:

Barnett Leasing Group, LLC
19567 27th Avenue NW
Seattle, Washington 98177

1407

STATUTORY QUITCLAIM DEED

ANT, LLC, a Delaware limited liability company, whose address is 201 Mission Street, 2nd Floor, San Francisco, California 94105 ("Grantor"), releases and quitclaims to **BARNETT LEASING GROUP, LLC**, a Washington limited liability company, whose address is 19567 27th Avenue NW, Seattle, Washington 98177, ("Grantee"), all of Grantor's right, title and interest, if any, in the real property located in Klamath County, Oregon, and described in Exhibit A attached hereto.

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.

The true consideration for this conveyance is Eighteen Thousand Two Hundred Seventy-Six Dollars (\$ 18,276.00).

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.

DATED: October 1, 2003.

ANT, LLC, as Grantor

By:

James A. Ball
James A. Ball
Director

ATTEST:

By:

Sydney Freeman
Sydney Freeman
Assistant Secretary

STATE OF TEXAS

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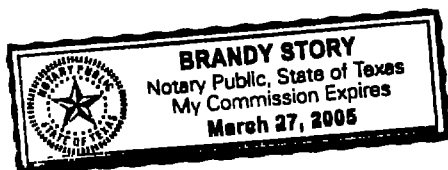
§ ss.

COUNTY OF DALLAS

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On this 1st day of October, 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.

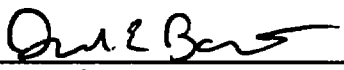


Signature: Brandy Story
Name (Print): BRANDY STORY
NOTARY PUBLIC in and for the State
of Texas, residing at Dallas, TX
My appointment expires: 3-27-05

EXHIBIT "A"**Parcel #01407 GN**

That portion of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Station Ground Property at Merrill, Oregon being of variable widths on each side of said Railway Company's Main Track centerline as now located and constructed upon, over and across the SW¼SW¼ of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon lying between the South line of Fourth Street, according to the recorded plat of Merrill thereof, and a line drawn parallel with and distant 105.0 feet Southerly of, as measured at right angles from said South line of Fourth Street, and bounded between two lines drawn parallel with and distant, respectively, 560.0 feet and 710.0 feet Easterly of the East line of Main Street, according to said recorded plat thereof, as measured along said South line of Fourth Street.

ACCEPTED:**BARNETT LEASING GROUP, LLC, a Washington limited liability company**

By: 
Name: David E. Barnett
Its: Manager

STATE OF WASHINGTON

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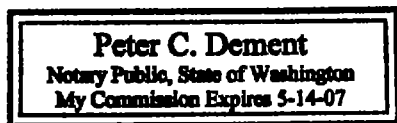
§ ss.

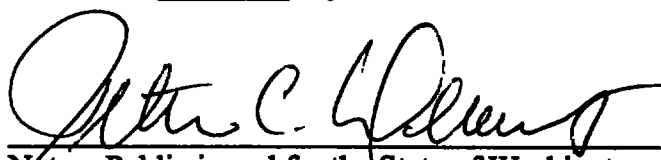
COUNTY OF KING

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I, the undersigned, a Notary Public in and for said County and State, do hereby certify that David E. Barnett, Manager of **BARNETT LEASING GROUP, LLC**, a Washington limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to me personally known to be the Manager of said limited liability company, appeared before me this day in person and acknowledged that he signed and accepted said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of October, 2003.




Notary Public in and for the State of Washington
Name: PETER C. DEMENT
My commission expires: 5/14/07