

03 OCT 24 AM 9:18

Vol M03 Page 78960

Return
Name and Address:

PK. 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 78960-63
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

Send Tax Statement To:

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

1910

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 Twenty Seven Thousand Four Hundred Thirteen Dollars (\$ 27,413.00).

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.

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78961

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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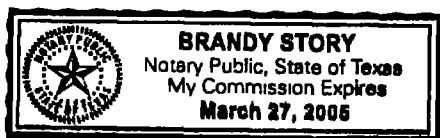
§ ss.

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
My appointment expires: 3/27/05

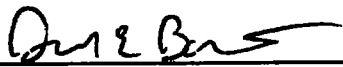
EXHIBIT "A"**Parcel 01410 GN**

All of Lots 4 and 5, Block 4 and those portions of Lots 3 and 6, Block 4 and portions of Lots 5 and 6, Block 3 of the Original Town of Merrill, Klamath County, Oregon, together with a portion of the alley in said Block 4 and a portion of vacated Washington Street, lying Southerly of a line, and the Westerly extension thereof, drawn parallel with and distant 8.5 feet Southerly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) most Southerly spur track centerline, as now located and constructed upon, over and across said Blocks, bounded on the South by the North line of Third Street, bounded on the West by the East line of Main Street, and bounded on the East by a line drawn parallel with and distant 360.0 feet East of the East line of said Main Street, all according to the recorded plat of the Original Town of Merrill, Oregon.

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ACCEPTED:

BARNETT LEASING GROUP, LLC, a Washington limited liability company

By: 
Name: David E. Barnett
Its: Manager

STATE OF WASHINGTON

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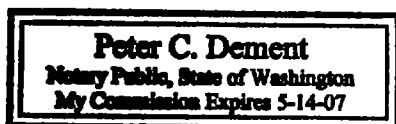
§ ss.

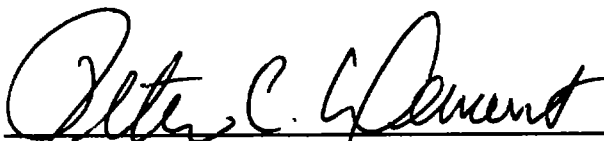
COUNTY OF KING

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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