

WHEN RECORDED, MAIL TO:

4024258

~~After recording return to
HOLME ROBERTS & OWEN
Attn: Thomas E. Kelly
50 South Main #900
Salt Lake City, Utah 84144~~

GENERAL WARRANTY DEED

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Prowswood, Ltd., a Utah corporation ("Grantor") hereby sells, assigns, conveys and warrants to Stillwater Property, Ltd., a Texas limited partnership ("Grantee"), whose address is c/o Daseke Properties Corporation, 555 Two Lincoln Center, LB-82 5420 LBJ Freeway, Dallas, Texas 75240, the real property situated in the County of Salt Lake, State of Utah, described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

Grantor hereby warrants, covenants and agrees that Grantor is the lawful owner of the Premises, with good and marketable title thereto, free and clear of all encumbrances, liens or charges, excepting only those matters set forth on Exhibit B hereto with respect to which the Premises are subject; and Grantor agrees to warrant and defend the title of the Premises and each and every part thereof to Grantee, its successors and assigns forever, against the claims of all persons whomsoever.

Executed this 6th day of December, 1984.

PROWSWOOD, LTD., a Utah corporation

By: [Signature]
Its: [Signature]

SECURITY TITLE CO.
RJT No. 231428

MADE BY NIXON
REGISTERED
SALT LAKE COUNTY.

DEC 7 11 43 AM '84

1600

SECURITY TITLE CO.
RJT No. 231428

[Signature]
Pearl Kuroki

FORM 5612 REV. 1027

STATE OF UTAH

)

) ss.

COUNTY OF SALT LAKE

)

On the 6th day of December, 1984,
personally appeared before me GARY S. MILLER,
who, being by me duly sworn did say that he is
the VICE PRESIDENT of Prowswood, Ltd., and that said
instrument was signed in behalf of said corporation by
authority of its by-laws and said GARY S. MILLER
acknowledged to me that said corporation executed the same.

(SEAL)

Shelly K. Carpenter
Notary Public

My Commission Expires:

Residing at:

March 1, 1988

Salt Lake City, Utah

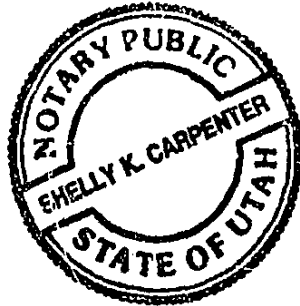


EXHIBIT A
TO
GENERAL WARRANTY DEED
FROM
PROSWOOD LTD. TO
STILLWATER PROPERTY, LTD.

BEGINNING at a point 385.315 feet South and 296.522 feet East from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South $00^{\circ}00'35''$ West 810.97 feet; thence Southeasterly 109.76 feet along the arc of a 70.00 foot radius curve to the left (chord bears South $44^{\circ}54'30''$ East 98.85 feet); thence South $89^{\circ}49'35''$ East 697.90 feet; thence North $00^{\circ}04'30''$ West 732.52 feet; thence North $89^{\circ}49'35''$ West 125.01 feet; thence North $00^{\circ}04'30''$ West 188.26 feet; thence North $89^{\circ}49'35''$ West 366.33 feet; thence South $00^{\circ}00'35''$ West 40.00 feet; thence North $89^{\circ}49'35''$ West 275.00 feet to the point of BEGINNING.

TOGETHER WITH any and all improvements, tenements, buildings, easements, fixtures, privileges, water rights, hereditaments and appurtenances now or hereafter belonging or pertaining to said real property.

EXHIBIT B
TO
GENERAL WARRANTY DEED
FROM
PROWSWOOD LTD. TO
STILLWATER PROPERTY, LTD.

(Affects part of the herein described property lying within the bounds of the following described property:

COMMENCING at a point 511.50 feet East from the Northwest Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence along line of fence South 3°30' East 722.7 feet, thence South 69°04'20" East 455.79 feet, thence North 3°30' West 812.14 feet to a fence line, thence West 84.48 feet, more or less, to an angle in fence, thence North 58° West 132.00 feet, more or less, to an angle in fence, thence West 214.50 feet, more or less, to the point of BEGINNING.)

The right of Salt Lake City in, and to, all of the artesian, percolating, defined and natural sub-surface waters, including all flowing wells, springs, and water filings appurtenant and belonging to, underlying and contained in artesian basins, underlying in whole or in part the above described property.

Giving and granting unto the said Grantee, its successors and assigns, the perpetual right to use said waters within and without the area of said artesian basins at whatever places and for whatever purposes said Grantee may elect, specifically giving and granting to said Grantee full right of substitution, to claim and defend said right against all persons whomsoever in the right of the Grantors or in any manner as fully as the Grantors might or could do had this grant not been made, together with the exclusive right in the Grantee, and its successors and assigns to drill and/or develop in and upon the said land last specifically described for such water in any manner or method deemed necessary in the judgment of the Grantee or in the judgment of its successors and assigns for the proper extraction, removal, and/or development of said water, including the right to prospect for and sink wells and also giving and granting to said Grantee the additional right to such occupation and use of said surface as may be necessary in the drilling, extraction, removal, and/or development of the water which may be found in said land and for rights of way, over, along, and upon said lands for ingress and egress for all purposes in connection with this grant and for pipelines. All pipes shall be buried below plow depth and Grantee will pay Grantors for all damage to their growing crops and buildings arising in the construction of said pipe line. In the event other residences are constructed on said tract of land, the Grantee shall furnish culinary water to said residences at current Salt Lake City rates.

As granted to Salt Lake City by Deed recorded July 23, 1931 as Entry No. 680357 in Book 86 at page 371 of Official Records.

(Affects this and other property)

A Sewer Line as disclosed by that certain Notice of Sewer Line recorded September 21, 1966 as Entry No. 2172356 in Book 2495 at page 348 of Official Records, which recites as follows:

TO WHOM IT MAY CONCERN: Notice is hereby given that a 16 inch sewer line is located under license in the Southwest 1/4 of Section 8 and the Northwest 1/4 of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian the centerline of which is described as follows:

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Beginning at a point South 915.74 feet and East 878.43 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 1°20'30" West 1081.07 feet; thence North 77°37' West 325.82 feet; thence North 1°31' East 325.00 feet. And as also disclosed by that certain Lease Recorded January 12, 1967 as Entry No. 2184918 in Book 2522 at page 293 of Official Records, wherein said sewer line is described as being a 16.0 foot easement for a sewer line, along the same centerline.

(Affects this and other property)

The terms and conditions of that certain Sewer Line Easement and Agreement by and between General Land Corporation, a corporation, as Grantor, and Skaggs Drug Centers, Inc., a corporation, as Grantee, dated August 26, 1966 and recorded September 21, 1966 as Entry No. 2172357 in Book 2495 at page 349 of Official Records, which recites as follows:

The parties have entered into a lease, and also an agreement, under date of said November 30, 1962, reference being made to said instruments, and also a short form of said lease has been executed under date of July 26, 1966 the same being recorded in the office of the Salt Lake County Recorder in Book 2484 at page 160 thereof. Pursuant to the provisions of said agreement above referred to it is the intention of the Grantor herein to give and grant an easement for sewer line; and in connection therewith, and in consideration of said grantor of easement by Grantor, and the assumption herewith by Grantee of the conditions herein stated, the parties agree as follows:

Grantee Skaggs Drug Center, Inc., is hereby given an easement to construct, and Grantee covenants to maintain an underground sewer, in so far as said easement affects Grantor's abutting land to the West, the center line thereof being described as follows:

Beginning at a point on the North line of the Skaggs Drug Center Building at a point 45.0 feet East along said North line from the Northwest corner of said building and said point of beginning is also South 900.26 feet and East 1189.29 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and

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running thence North 8.0 feet; thence North 64°17'30" West 92.50 feet; thence North 55°57'30" West 281.00 feet to Murray City's 3" sewer main at a point South 1°27'30" East 139.70 feet from the sewer manhole shown on Murray City's plat as bein at Station 15+15.00.

Provided, however, that this easement shall expire at the termination of said lease, to-wit: On the 30th day of November, A.D. 2011; and further provided that said Grantee shall maintain said sewer line in a good and workable condition, permitting no clogging, freezing or flooding or failure thereof during the period of this easement. It is understood that said above description permits said sewer line to traverse adjacent lands of Grantor which are about to be leased to third parties. This grant of easement is further conditioned on the Grantee here named covenanting to assume the sole obligation of proper and adequate maintenance thereof under the conditions herein stated. . .

(For further particulars reference is hereby made to the official instrument of record.)

NOTE: Said sewer easement is also disclosed by that certain Lease recorded January 12, 1967 as Entry No. 2184918 in Book 2522 at page 293 of Official Records, wherein Murray City's sewer Main is described as being 8" in width instead of 3" as shown above.

(Affects this and other property)
A Right of Way (exact width not disclosed) for Pipe and Ditch Easement, as disclosed by various instruments of record. The centerline of said right of way and easement is described as follows:

Beginning on the North line of 5600 South Street at a point North 89°33'33" East 263.60 feet and North 87°34'42" East 33.03 feet and South 0°00'35" West 1273.57 feet and South 89°49'35" East 1083 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 65°26' West 247 feet; thence North 49°00' West 291 feet; thence North 3°55' West 460 feet; thence North 765 feet; thence North 86°48' East 136 feet; thence North 74°26' East 32 feet; thence North 5°27' East 38 feet to old fence line.

NOTE: A search of the records failed to disclose the existence of any instrument of record officially creating and establishing said right of way and easement.

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An unrecorded Right of Way and Easement for a storm drain 10 feet each side of the following center line:

Beginning at a point 1094.47 feet South and 1064.46 feet East from the Northwest Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence North $07^{\circ}30'$ West, 220.00 feet; thence North $04^{\circ}00'$ West, 223.00 feet; thence North $00^{\circ}30'$ West, 202.2 feet to the property line.

as disclosed by that certain survey prepared by DeMass and Associates dated January 18, 1984.

A Deed of Trust given to secure the amount of \$13,500,000 and any other amounts payable under the terms thereof, dated December 4, 1984 and recorded December 6, 1984 as Entry No. 4023957 in Book 5612 at page ~~367~~ of Official Records:

↳ 349
TRUSTOR: Prowswood, Ltd.
TRUSTEE: Security Title Company
BENEFICIARY: MANUFACTURERS HANOVER TRUST COMPANY

An Assignment of Lessor's Interest in Leases dated December 4, 1984 and recorded December 6, 1984 as Entry No. 4023958 in Book 5612 at page 364 of Official Records, executed by Prowswood Ltd., in favor of MANUFACTURERS HANOVER TRUST COMPANY, and given as additional security to the lien of that certain Deed of Trust shown in the immediately preceding exception.

A Uniform Commercial Code Financing Statement - Form UCC-1, dated December 4, 1984 and recorded December 6, 1984 as Entry No. 4023959 in Book 5612 at page 371 of Official Records, executed by Prowswood Ltd., as Debtor, in favor of MANUFACTURERS HANOVER TRUST COMPANY, as Secured Party, and given as additional security to the lien of that certain Deed of Trust shown as Exception No. ___ herein.