

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

4024268

Grantee: Stillwater Property, Ltd.
c/o Daseke Properties Corporation
One Glendinning Place
Westport, Connecticut 06880
Attention: Michael J. Canning

QUITCLAIM DEED AND DEED RESTRICTIONS

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE, a public body corporate and politic duly created, organized and existing under the laws of the State of Utah, ("Grantor"), acting by and through its Chair, hereunto authorized by a resolution of Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by Stillwater Property, Ltd., a limited partnership organized and existing under the laws of the State of Texas, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has QUITCLAIMED and by these presents does QUITCLAIM unto Grantee, subject to the remaining terms and provisions hereof, all that certain real property described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land"), together with, all and singular, the improvements thereon and the rights and appurtenances thereto in anywise belonging. SUBJECT, HOWEVER, to the provisions, covenants, reservations, restrictions, charges and easements set forth hereinafter:

SECURITY TITLE CO
EJT No. 231428

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for the purposes hereof:

"Act" shall mean Title 55, Chapter 18, Utah Code Annotated 1953, as amended.

"Affiliated Party" of a Person shall mean a Person whose relationship to another Person is such that (i) the relationship between such Persons would result in a disallowance of losses under section 267 or 707(b) of the Code or (ii) such Persons are members of the same controlled group of corporations (as defined in section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

"Agreement" shall mean that certain loan agreement dated as of November 1, 1984 among the Grantee, the Grantor and the Servicer.

"Bond Counsel" shall mean Chapman and Cutler or any other firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds

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issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bonds" shall mean the Grantor's bonds specified in Section 202 of the Indenture.

"Code" shall mean the Internal Revenue Code of 1954, as amended.

"Completion Certificate" shall mean the certificate of completion of the Project described in Section 2.4(g) of the Agreement to be delivered to the Servicer and the Trustee by the Owner.

"Completion Date" shall mean the date of delivery by the Owner of the Completion Certificate to the Trustee and the Servicer pursuant to Section 2.4(g) of the Agreement.

"Delivery Date" shall mean the date of delivery of the Bonds to the initial purchasers thereof.

"Grantee" shall mean Stillwater Property, Ltd., a limited partnership organized and existing under the laws of the State of Texas, and its successors and assigns.

"Grantor" shall mean the Housing Authority of the County of Salt Lake, and its successors and assigns.

"Indenture" shall mean that certain indenture of trust dated as of November 1, 1984 between the Grantor and the Trustee, pursuant to which the Bonds are issued and secured.

"Land" shall mean the real property described in Exhibit "A" attached hereto.

"Lower-Income Tenants" shall mean and include individuals or families with adjusted income, calculated in the manner prescribed in Treasury Regulation Section 1.167(k) - 3(b)(3) as it shall be in effect on the Delivery Date, which does not exceed eighty percent (80%) of the median gross income for the area in which the Project is located, determined in a manner consistent with determinations of median gross income made under the leased housing program established under Section 8 of the United States Housing Act of 1937, as amended. In no event, however, will the occupants of a unit be considered to be of low or moderate income if all the occupants are students, no one of which is entitled to file a joint return.

"Mortgage Loan" shall mean the loan from the Grantor to the Owner pursuant to the Agreement to finance the acquisition of the Project.

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"Note" shall mean that certain promissory note in the principal amount of \$13,500,000 delivered from the Grantee to the Grantor, evidencing the Grantee's obligation to repay the Mortgage Loan, together with interest thereon.

"Owner" shall mean the Grantee and its successors and assigns under the Agreement, including without limitation the "Assumptor" (defined in the Agreement).

"Person" shall mean natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities of any kind.

"Program" shall mean the Grantor's multifamily housing development finance program with respect to the Project, as set forth in the Indenture and the Agreement.

"Program Guidelines" shall mean the guidelines established by the Grantor with respect to the Project as provided in the Agreement.

"Project" shall mean the multifamily residential rental project to be financed with the Mortgage Loan and to be acquired and constructed upon the Land.

"Qualified Project Period" shall mean the period beginning on the later of (a) the first day on which at least 10 percent of the residential units in the Project are first occupied or (b) the Delivery Date, and ending on the later of the date (x) which is 10 years after the date on which at least 50 percent of the residential units in the Project are first occupied; (y) which is a Qualified Number of Days after the date on which any of the residential units in the Project is first occupied; or (z) on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates. "Qualified Number of Days" means 50 percent of the longest term of any Bond, or in the case of a refunding of the Bonds, 50 percent of the sum of the period the Bonds were outstanding plus the longest term of any refunding obligation.

"Qualifying Tenants" shall mean persons or families who (as determined by the Grantor from time to time in the Program Guidelines) cannot afford to pay the amounts at which private enterprise unaided by appropriate assistance is providing a substantial supply of decent, safe and sanitary housing.

"Regulations" or "Treasury Regulations" shall mean all regulations, temporary regulations and proposed regulations promulgated by the United States Treasury Department or Internal Revenue Service with respect to the Code.

"Servicer" shall mean American Equity Corporation, a corporation organized and existing under the laws of the State of Utah, and its successors and assigns.

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"Trustee" shall mean Zions First National Bank, as Trustee, and its successors in trust under the Indenture.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. The titles and headings of the sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 2. Residential Rental Project. The Grantee, together with its successors and assigns, hereby represents, covenants, agrees and warrants as follows for as long as the Bonds remain outstanding or unpaid under the Indenture, but in any event for the Qualified Project Period.

(a) The Project is being acquired and constructed for the purpose of providing residential rental property, and the Grantee, together with its successors and assigns, shall own, manage and operate the Project as a residential rental project comprised of residential units and facilities functionally related and subordinate thereto, in accordance with Section 103(b)(4)(A) of the Code and Treasury Regulation Section 1.103-8(b)(4), as the same may be amended from time to time. The Project shall consist of a building or structure or "proximate" (as defined in Section 2.4(d) of the Agreement) buildings or structures, each containing one or more similarly constructed residential units, and facilities which are functionally related and subordinate to such units. Substantially all (not less than 95%) of the Project shall consist of one or more similarly constructed residential units and facilities which are functionally related and subordinate to such units. Each such building or structure shall be a discrete edifice or other man-made construction consisting of an independent (i) foundation, (ii) outer walls, and (iii) roof, and containing one or more similarly constructed units.

(b) Once each unit in the Project is available for occupancy such unit shall be rented or available for rental to members of the general public on a continuous basis.

(c) Each residential unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family.

(l) None of the residential units in the Project shall at any time be used on a transient basis; and neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

(e) The residential units in the Project shall be leased or rented to members of the general public and the Grantee, together with its successors and assigns, shall not give preference in renting residential units in the Project to any particular class or group of persons, other than Qualifying Tenants and Lower-Income Tenants as provided herein.

(f) At no time shall either the Grantee, together with its successors and assigns, or any Affiliated Party with respect to the Grantee occupy a unit in the Project.

Unless the provisions of this Section 2 are amended as permitted under Section 8 hereof, and subject to the final sentence of Section 4 hereof, the provisions of this Section 2 shall remain in effect for the longer of (a) the period during which any of the Bonds remain outstanding under the Indenture, and (b) the Qualified Project Period.

Section 3. Lower-Income Tenants and Qualifying Tenants. To the end of satisfying the requirements of Section 103(b)(4)(A) of the Code and the Regulations thereunder relating to individuals of low and moderate income during the Qualified Project Period, and to the end of assuring that each and every residential unit in the Project which is occupied is occupied solely by Qualifying Tenants, the Grantee hereby represents, covenants, agrees and warrants as follows:

(a) At all times during the Qualified Project Period at least 20% (15% in the case of a targeted area project) of the completed residential units in the Project shall be occupied (within the meaning of Treasury Regulation Section 1.103-8(b)(5)(ii) under Section 103(b)(4)(A) of the Code) solely by Lower-Income Tenants; provided that for purposes of satisfying the requirement that 20% (15% in the case of a targeted area project) of the completed residential units be occupied solely by Lower-Income Tenants, the following principles apply: (i) a unit occupied by an individual or family who at the commencement of the occupancy is of low or moderate income shall be treated as occupied by such individual or family during their tenancy in such unit, even though they subsequently cease to be of low or moderate income; and (ii) such unit shall be treated as occupied by an individual or family of low or moderate income until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined, provided that in no event shall such temporary period exceed 31 days.

(b) If necessary, the Grantee, together with its successors and assigns, shall refrain from renting residential units to persons other than Lower-Income Tenants in order to avoid violating the requirement that at all times during the Qualified Project Period at least 20% (15% in the case of a targeted area project) of the completed residential units in the Project shall be occupied by Lower-Income Tenants.

(c) The Grantee together with its successors and assigns shall obtain and maintain on file a sworn and notarized income certification with respect to each and every occupant of each and every unit in the Project in such form and manner, signed by such person or persons, and obtained at such time or times, all as required by the Grantor, and in such form and manner, signed by such person or persons, and obtained at such time or times, all as required by the Treasury Regulations under Section 103(b) of the Code and Treasury Regulation Section 1.167(k)-3(b) as it shall be in effect on the Delivery Date, or in such other form and manner, signed by such person or persons, and obtained at such time or times, all as may be required by the Grantor or by applicable rules, rulings, procedures, official statements, regulations or policies now or hereafter promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 103(b)(4)(A) of the Code, and shall promptly deliver a copy of each such certification to the Grantor, the Trustee and the Servicer, together with such additional certifications as the Grantor, the Trustee or the Servicer may reasonably require with respect to the requirements of Section 103(b)(4)(A) of the Code and the Regulations thereunder.

(d) The Grantee, together with its successors and assigns, shall prepare and submit to the Grantor, the Trustee and the Servicer at the beginning of the Qualified Project Period and on or before the first day of February, May, August and November of each year during the Qualified Project Period and within thirty days after the final day of each month in which any residential unit in the Project is occupied or reoccupied, a Certificate of Continuing Program Compliance executed by the Grantee, together with its successors and assigns.

(e) At all times, commencing with the initial occupancy of the Project, each and every residential unit in the Project which is at any time occupied shall be occupied solely by Qualifying Tenants.

(f) If necessary, the Grantee, together with its successors and assigns, shall refrain from renting residential units to persons other than Qualifying Tenants in order to avoid violating the requirement that at all times, commencing with the initial occupancy of the Project, each and every residential unit in the Project which is at any time occupied shall be occupied solely by Qualifying Tenants.

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Section 4. Covenants Run with the Land; Term. The Grantor and the Grantee, together with their respective successors and assigns, hereby declare their express intent that the covenants, reservations, restrictions, charges and easements set forth herein shall be deemed covenants running with the Land and encumbrances on the Land, shall pass to and shall be binding and a burden upon the Land and the Project and all portions thereof and upon the Grantee, its successors in title and assigns, including any purchaser, grantee, owner or lessee of any portion of the Land or the Project or any other Person having any right, title or interest therein, and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion of the Land or the Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof or interest therein (other than leases with respect to individual units) shall contain an express provision making such conveyance subject to the provisions, covenants, restrictions, reservations, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such provisions, covenants, restrictions, reservations, charges and easements regardless of whether or not such provisions, covenants, restrictions, reservations, charges and easements are set forth in such contract, deed or other instrument. Unless sooner terminated in accordance with Section 8 hereof upon written consent of the Grantor and receipt by the Grantor and the Grantee of an opinion of Bond Counsel to the effect that the exemption from federal income taxation of interest on the Bonds will not be adversely affected by an earlier termination hereof, the provisions, covenants, restrictions, reservations, charges and easements contained herein shall continue in full force and effect for the longer of (a) the period during which any of the Bonds remain outstanding and unpaid under the Indenture, and (b) the Qualified Project Period, it being expressly agreed and understood that the provisions, covenants, restrictions, reservations, charges and easements hereof are intended to survive the expiration of the Agreement and the Note if such expiration occurs prior to the stated term hereof. As a condition to a transfer in whole or in part of the Project to any grantee, purchaser or any other Person, said grantee, purchaser or other Person shall assume the obligations set forth herein and agree to perform the same and be bound by all provisions, covenants, restrictions, reservations, charges and easements contained herein. Upon the expiration of the later to expire of (i) the period during which any of the Bonds remains outstanding under the Indenture, or (ii) the Qualified Project Period, the Grantor and the Grantee shall record with the County Recorder of Salt Lake County, Utah a release in substantially the form of Exhibit "B" attached hereto and hereby made a part hereof. The requirements of Sections 2 and 3 hereof shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by

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deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Delivery Date which prevents the Grantor and the Trustee from enforcing the provisions of said Sections, or condemnation or similar event, but only if, within a reasonable time, (a) the Bonds used to provide the Project are promptly retired or amounts received as a consequence of such event are used to provide a new Project which meets all of the requirements of the Agreement, which is subject to new "Deed Restrictions" (defined in the Agreement) equivalent to these Deed Restrictions with respect to the initial Project, and which is substituted in place of the initial Project by amendment of the Agreement, and (b) an opinion from Bond Counsel is received to the effect that non-compliance with the provisions of said Sections hereof as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion from federal income taxation of the interest on the Bonds; provided, however, that the preceding provisions of this sentence shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Grantee or an Affiliated Party obtains an ownership interest in the Project for federal income tax purposes; and provided further that nothing herein shall be construed to provide that the requirements of Sections 2 and 3 hereof shall cease to apply to the Project in any case in which an involuntary noncompliance results directly or indirectly from a voluntary noncompliance by the Grantee.

Section 5. Uniformity; Common Plan. The provisions hereof shall apply uniformly to the Land and the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Land.

Section 6. Burden and Benefit. The Grantor and the Grantee hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land and the Project in that the Grantee's and its successors' and assigns' interest in the Land and the Project is restricted hereby. The Grantor and the Grantee hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and the Project by Lower-Income Tenants, the intended beneficiaries of such covenants.

Section 7. Remedies; Enforceability. In the event of violation or attempted violation of any of the provisions hereof, the Grantor or any governmental entity succeeding to the Grantor's functions, the Trustee or either, and their successors and assigns and the Persons who are or shall have been the owners of the Bonds at any time while the Bonds are or shall have been outstanding under the Indenture, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary

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damages caused by such violation or attempted violation, and if such violation shall have resulted in a Determination of Taxability, as defined in the Agreement (unless the entire principal balance of the Note shall have been prepaid within the time provided in the provision of the Note requiring that the balance thereof be prepaid upon the occurrence of a Determination of Taxability) shall be entitled to declare the outstanding principal balance of the Note and the Mortgage Loan to be immediately due and payable. The provisions hereof are imposed upon and made applicable to the Land and the Project and shall run with the Land and the Project and shall be enforceable against the Grantee, each purchaser, grantee, owner or lessee of the Land and the Project or any portion thereof, and the respective heirs, legal representatives, successors and assigns of the Grantee and each such purchaser, grantee, owner or lessee. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. Any attempted sale, transfer, lease or other disposition which would cause or result in a violation of these covenants, provisions, reservations, restrictions, charges and easements shall be null and void and of no effect. The Grantee hereby agrees to pay, indemnify and hold the Grantor and the Trustee harmless from any and all costs, expenses and fees, including all reasonable attorneys fees, which may be incurred by the Grantor or the Trustee in enforcing or attempting to enforce the provisions, covenants, reservations, restrictions, charges and easements following any default of the Grantee hereunder, whether the same shall be enforced by suit or otherwise.

Section 8. Amendment; Termination. The provisions hereof shall not be amended, revised or terminated prior to the stated term hereof except by an instrument in writing duly executed by the Grantor and the Grantee or its successor in title and duly recorded in the office of the County Recorder of Salt Lake County, Utah, and except upon receipt of an opinion of Bond Counsel to the effect that such amendment, revision or termination will not adversely affect the exclusion from federal income taxation of the interest on the Bonds.

Section 9. Consideration. The Grantor has determined to adopt and implement the Program under which the Grantor will make the Mortgage Loan to the Grantee to provide permanent financing for the Project, and has issued the Bonds to obtain funds to carry out the Program for the purpose, among others, of inducing the Owner to acquire and operate the Project as residential rental property in which at least 20% (15% in the case of a targeted area project, of the units are to be occupied by Lower-Income Tenants. In consideration of the adoption and implementation of the Program and the issuance of the Bonds by the Grantor, the Grantee has accepted the terms and provisions hereof.

Section 10. Governing Law. This instrument shall be governed by the laws of the State of Utah.

Section 11. Notice. Any notice required to be given hereunder shall be given by first class or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

Grantor: Housing Authority of
the County of Salt Lake
1962 South 200 East
Salt Lake City, Utah 84115
Attention: Executive Director

Trustee: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111
Attention: Corporate Trust Department

Grantee: Stillwater Property, Ltd.
c/o Daseke Properties Corporation
One Glendinning Place
Westport, Connecticut 06880
Attention: Michael J. Canning

and

University Savings Association
1160 Dairy Ashford Road
Houston, Texas 77019
Attention: Jean Farley

Servicer: American Equity Corporation
330 East 400 South
Salt Lake City, Utah 84111
Attention: President

Section 12. Severability. If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 13. Multiple Counterparts. This instrument may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

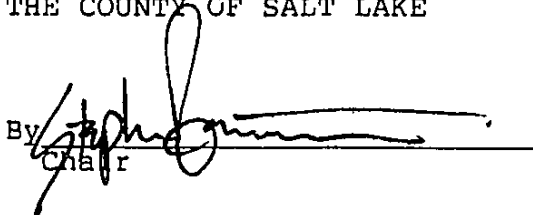
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed on its behalf by its duly authorized representatives, and Grantee, to indicate its acceptance of the terms and provisions hereof and to express its understanding of and agreement with the intent hereof, has caused this instrument to be signed on its behalf by its duly authorized representatives all as of the 6th day of December, 1984.

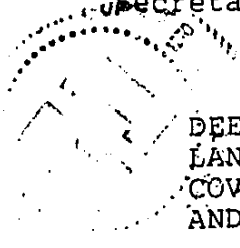
(SEAL)

HOUSING AUTHORITY OF
THE COUNTY OF SALT LAKE

ATTEST:


Secretary

By 
Chair



THE UNDERSIGNED HEREBY ACCEPTS THE FOREGOING QUITCLAIM DEED AND DEED RESTRICTIONS (THE "DEED") AND CONVEYANCE OF THE LAND DESCRIBED THEREIN SUBJECT TO ALL THE PROVISIONS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, CHARGES AND EASEMENTS SET FORTH THEREIN.

IT IS THE UNDERSIGNED'S EXPRESS INTENTION THAT THE PROVISIONS, CONDITIONS, COVENANTS, RESERVATIONS, RESTRICTIONS, CHARGES AND EASEMENTS SET FORTH IN THE FOREGOING DEED, SHALL RUN WITH THE LAND AND THE PROJECT AND SHALL BE BINDING UPON AND BURDEN THE LAND AND THE PROJECT AND ALL PORTIONS THEREOF, AND SHALL BE BINDING UPON THE UNDERSIGNED, ITS SUCCESSORS IN TITLE AND ASSIGNS, INCLUDING WITHOUT LIMITATION ANY PURCHASER, GRANTEE, OWNER OR LESSEE OF ALL OR ANY PORTION OF THE LAND OR THE PROJECT OR ANY OTHER PERSON OR ENTITY AT ANY TIME HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST THEREIN, AND SHALL BE BINDING UPON THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES, SUCCESSORS AND ASSIGNS OF ANY PURCHASER, GRANTEE, OWNER OR LESSEE OF ALL OR ANY PORTION OF THE LAND OR THE PROJECT.

THE UNDERSIGNED AGREES TO COMPLY WITH, OR CAUSE COMPLIANCE WITH, ALL OF THE PROVISIONS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, CHARGES AND EASEMENTS SET FORTH IN THE FOREGOING DEED.

THE UNDERSIGNED WILL PERFORM, OR CAUSE THE PERFORMANCE OF, ALL OF THE ACTS REQUIRED TO BE PERFORMED UNDER SAID DEED, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, ALL AFFIRMATIVE ACTS SET FORTH IN SECTION 4 THEREOF.

THE UNDERSIGNED WILL DO, EXECUTE, ACKNOWLEDGE AND DELIVER OR CAUSE TO BE DONE, EXECUTED, ACKNOWLEDGED AND DELIVERED ALL SUCH FURTHER ACTS, DEEDS, CONVEYANCES, ASSURANCES OR DOCUMENTS AS THE GRANTOR OR THE TRUSTEE MAY FROM TIME TO TIME REASONABLY REQUIRE OF THE GRANTEE, OR ITS SUCCESSORS IN TITLE AND ASSIGNS, WITH RESPECT TO THE PERFORMANCE OF AND COMPLIANCE WITH THE PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CHARGES OR EASEMENTS SET FORTH IN SAID DEED.

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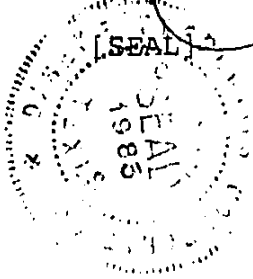
STILLWATER PROPERTY LTD.,
a Texas limited partnership,
by its general partner:

ATTEST:

DASEKE PROPERTIES CORPORATION,
a Texas corporation

Franklin Carey
Assistant Secretary

BY *John MacFarlane*
Vice President

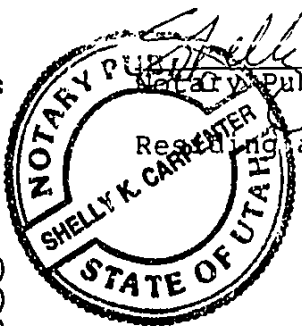


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STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 6th day of December, 1984, personally appeared before me Stephen L. Rosenblatt and Douglas A. Tapking, who being by me duly sworn, did say that they are the Chair and Secretary, respectively, of the Housing Authority of the County of Salt Lake, and that the foregoing Quitclaim Deed and Deed Restrictions was signed on behalf of said Authority by authority of a resolution of said Authority, and said officers acknowledged to me that said Authority executed the same.

My Commission Expires: March 1, 1988
~~May 1, 1984~~
Shelly K. Carpenter
Notary Public
Residing At: Salt Lake County, Utah



STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 6th day of December, 1984, personally appeared before me Victor B. MacFarlane, Jr. and Kathleen Carey, who being by me duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of Daseke Properties Corporation, a Texas corporation, and that said corporation is a general partner of Stillwater Property, Ltd., a Texas limited partnership, and that the foregoing Quitclaim Deed and Deed Restrictions was signed on behalf of said partnership by authority of its partners and by authority of said partnership, and said general partners of said partnership acknowledged to me that said partnership executed the same.

My Commission Expires: March 1, 1988
~~May 1, 1985~~
Shelly K. Carpenter
Notary Public
Residing At: Salt Lake County, Utah

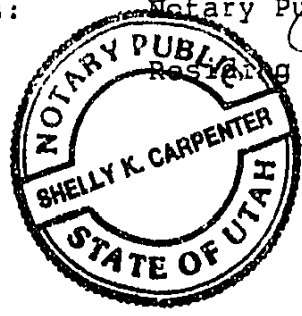


EXHIBIT "A"

Description of Land

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.

The above described property also known by the street address of: (none shown).

EXHIBIT "B"

NOTICE OF RELEASE OF RESTRICTIONS

STATE OF UTAH)
 : ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SALT LAKE)

 THAT the undersigned, being the Grantor and Grantee (or their respective successor(s)-in-interest) under that certain Quitclaim Deed and Deed Restrictions dated as of the ____ day of ____, 1984, and recorded in the office of the County Recorder of Salt Lake County, State of Utah, in Book _____, Page ____ as Entry No. _____ on the ____ day of _____, 1984, with respect to that certain real property (the "Property") described in Exhibit "A" attached hereto and made a part hereof for all purposes, have acknowledged and agreed that:

1. The period of restrictions specified in Sections 2 and 4 of said Quitclaim Deed has expired.
2. The expiration of said period automatically released, discharged, removed, satisfied, terminated, and otherwise eliminated all provisions, covenants, restrictions, reservations, charges and easements imposed upon the Property and the owner thereof under that certain Quitclaim Deed.
3. From and after the date hereof, the Property and the owner thereof shall be free of all provisions, covenants, restrictions, reservations, charges and easements imposed by said Quitclaim Deed.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed, sealed and attested on their behalf by their duly authorized representatives to indicate their acceptance of the terms and provisions hereof and to express their understanding of agreement with the intent hereof all as of the ____ day of _____, 19__.

Attest:

HOUSING AUTHORITY OF
THE COUNTY OF SALT LAKE

Secretary

By


Chair

(SEAL)

STILLWATER PROPERTY, LTD.,
a Texas limited partnership,
by its general partner:

ATTEST:

DASEKE PROPERTIES CORPORATION,
a Texas corporation

Secretary

By

Title

[SEAL]

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STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the _____ day of _____, 19____, personally appeared before me Stephen L. Rosenblatt and Douglas A. Tapking, who being by me duly sworn, did say that they are the Chair and Secretary, respectively, of the Housing Authority of the County of Salt Lake, and that the foregoing Notice of Release of Restrictions was signed on behalf of said Authority by authority of a resolution of said Authority, and said officers acknowledged to me that said Authority executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at: _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the ____ day of _____, 1984, personally appeared before me _____ and _____, who being by me duly sworn did say that they are the _____ and _____, respectively, of Daseke Properties Corporation, a Texas corporation, and that said corporation is a general partner of _____, a Texas limited partnership, and that the foregoing Notice of Release of Restrictions was signed on behalf of said partnership by authority of its partners and by authority of said partnership, and said general partners of said partnership acknowledged to me that said partnership executed the same.

My Commission Expires: _____ Notary Public
_____ May 1, 1985 Residing At: Salt Lake County, Utah

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Debra K. Peterson
PENNY KORNIGSON

RECORDED
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KATHLEEN DIXON
CLERK
SALT LAKE COUNTY,
UTAH