

6265531

EASEMENT R/W

R/W 83663

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Two Thousand dollars (\$ 2000.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, (Grantee) whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Beginning at a point on the north boundary of 5600 South Street which point lies South 1320 feet and East 1095 feet from the NW Corner of Section 17, Township 2 South, Range 1 East, SLB&M, said point being the south east corner of the grantors property, running thence North 6 feet; thence West 6 feet; thence South 6 feet; thence East 6 feet to the point of beginning, situate in County of Salt Lake, State of Utah.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use, and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

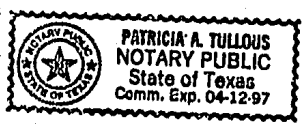
Signed and delivered this 28TH day of DECEMBER, A.D., 19 95

At ONE LINCOLN CENTER
5400 LBJ FREEWAY
SUITE 400 L.B. 45
DALLAS, TX 75240
(214) 788-0510
FAX 788-1550

Grantor: Walden (Utah) Properties, Ltd. (A TX LIMITED PARTNERSHIP)
By [Signature] KEITH BAIN
Title VICE PRESIDENT
WALDEN RESIDENTIAL PROPERTIES, INC. (A MARYLAND CORP.)
AS GENERAL PARTNER

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 28TH day of DECEMBER, 1995, by KEITH BAIN, V.P. WALDEN RESIDENTIAL PROPS. the GENERAL PARTNER of Walden (Utah) Properties, Ltd.
WITNESS my hand and official seal this 28TH day of DECEMBER, 1995.



[Signature]
Notary Public

JOB NO. 526H686 Murray - NW1/4 17 T2 S R1E SLB&M - PARCEL:
Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., Ut. 84119

BK7316PG2453

RIGHT-OF-WAY NO 83663
JOB NO 586H686
EXCHANGE Murray

R
7050
18

Salt Lake

DON GREEN
RIGHT-OF-WAY

6265531
01/26/96 2:47 PM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
U.S. WEST COMMUNICATIONS
REC BY: V ASHBY , DEPUTY - HP

BK 7316 PG 2454