

6865859
02/17/98 3:30 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WALDEN RESIDENTIAL PROP INC
5400 LBJ FRWY #400
DALLAS TX 75240
REC BY: V ASHBY DEPUTY - WI

When Recorded Return To:
Walden Residential Properties, Inc.
5400 LBJ Frwy., Suite 400
Dallas, TX 75240
ATTN: Sharon Wolf

6865859

RECORDING INFORMATION ABOVE

R/W # 9800201UT

EASEMENT AGREEMENT

-POOR COPY-
CO. RECORDER

The Undersigned Grantor(s) for and in consideration of Five Hundred and no cents Dollars (\$ 500.00) 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, hereinafter referred to as "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, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

- (1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land N/A feet wide on the N/A side of, and a strip of land N/A feet wide on the N/A side of said easement.
- (2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

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.

[Signature]
12/9

[Signature]
12/9

BK 7882P60055

R/W 9800201UT

RECORDING INFORMATION ABOVE

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.

Dated this 9TH day of DECEMBER, 19 97.

-POOR COPY-
CO. RECORDER

Grantor

Grantor

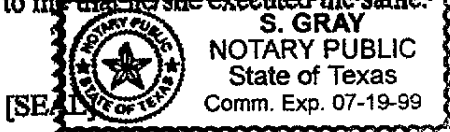
Grantor

Grantor

(Individual Acknowledgment)

STATE OF ~~UTAH~~ TEXAS }
 } ss
COUNTY OF DALLAS }

On the 9th day of DECEMBER, 19 97, personally appeared before me KEITH BAIN, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

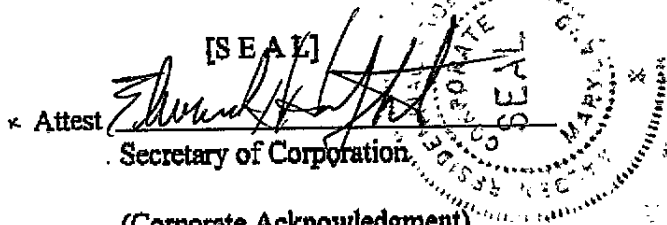


* S. Gray
Notary Public
* My commission expires: 7-19-99

WALDEN (UTAH) PROPERTIES LTD

(Official name of company or Corporation)
Walden Residential Properties, Inc. (G.P.)

By [Signature] KEITH E. BAIN
Its SR. VICE PRES.



(Corporate Acknowledgment)

STATE OF ^{TEXAS} ~~UTAH~~ }
 } ss
COUNTY OF DALLAS }

On the 9th day of DECEMBER, 19 97, personally appeared before me KEITH E. BAIN, who, being by me duly sworn (or affirmed) did say that he/she is the SR. VICE PRESIDENT OF WALDEN RESIDENTIAL PROPERTIES (naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be), and said KEITH E. BAIN acknowledged to me that said corporation executed the same.

BK7982PG0056

R/W# 9800201UT

EXHIBIT "A"

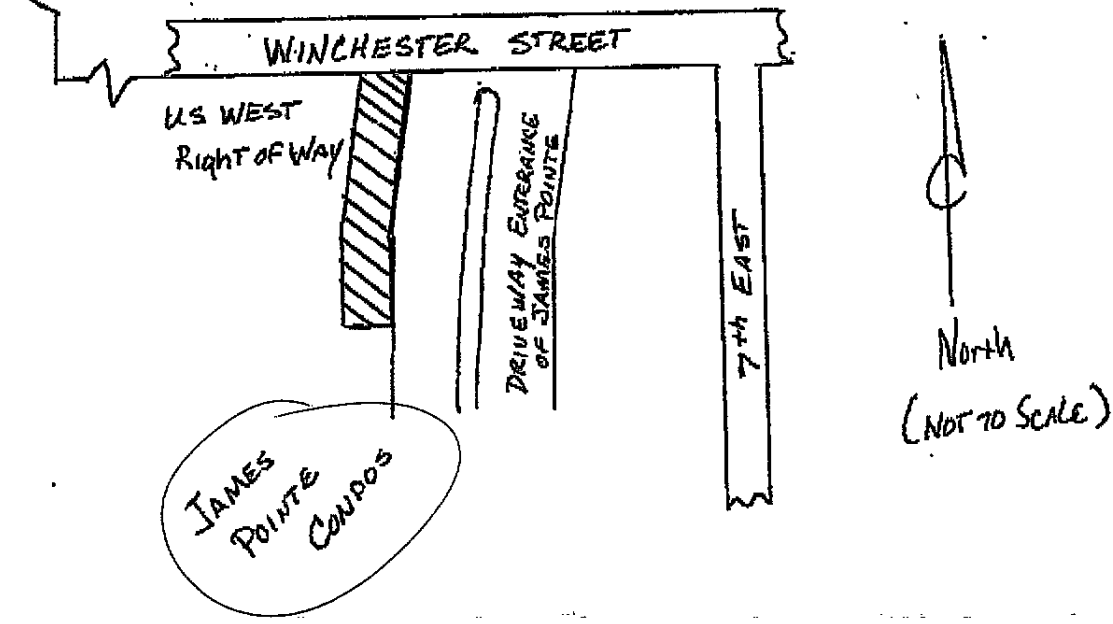
Beginning South 92.58 feet and West 2.92 feet and South 0°01'56" East 167.14 feet to North line of I-215 from the Northeast corner of the Southeast Quarter of Section 19, Township 2 south, Range 1 east, Salt Lake Base and Meridian; Thence North 88°56' West 418.44 feet; Thence North 83°30'55" West 427.31 feet; Thence North 8°17'01" East 25 feet; Thence North 81°42'59" West 322.66 feet; Thence North 0°12'43" West 136.339 feet; Thence South 89°48'29" East 6.6 feet; Thence North 0°05'19" West 303.932 Feet; Thence South 84°35'35" East 265.482 feet; Thence South 0°06'34" East 119.613 feet; Thence South 84°45' East 322.059 feet; Thence North 3.8 feet; Thence South 86°45'33" East 70.99 feet; Thence North 2°23'23" East 111.829 feet; South 84°35'35" East 134.87 feet to the true point of beginning; Thence South 13°59'33" West 66.92 feet; Thence South 8° 36' 16" West 37.16 feet; Thence North 84°35'35" West 5 feet; Thence North 8°36'16" East 37.16 feet; Thence North 13°59'33" East 66.92 feet; Thence South 84°35'35" East 5 feet to the beginning of said easement. Situated in Salt Lake County, State of Utah.

-POOR COPY.
CO. RECORDER

Job# 726E301 Exchange: Murray County: Salt Lake
 1/4 section: NE&SE Section: 19 Township: 2 south Range: 1 east

NW CORNER OF SECTION 19

19



745
 12/9
 Initial

PK 7882PG0057