

EASEMENT

R/W 84027

*non-exclusive

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, 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:

An easement 2 feet in width being 1 foot on each side of the following described centerline: Beginning at a point South 01°05'18" East along the Quarter Section Line 775.51 feet and West 1016.71 feet from the North Quarter Corner, Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, thence South 40°06'43" East 189 feet; thence South 38°16'23" East 499.46 feet to a point located South 01°05'18" East along the Quarter Section Line 1312.26 feet and West 595.77 feet from the North Quarter Corner said Section 27,

situate in County of Utah, 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.

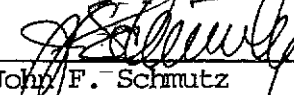
The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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 22nd day of October, A.D., 1996

At San Antonio, Bexar County, Texas

Grantor LA QUINTA INNS, INC.
 a Texas Corporation

By: 
 John F. Schmutz
 Vice President-General Counsel

STATE OF TEXAS)
) SS
 COUNTY OF BEXAR)

On the 22nd day of October, 1996, personally appeared before me John F. Schmutz, Vice President-General Counsel of La Quinta Inns, Inc., the signer of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same, on behalf of said corporation.

WITNESS my hand and official seal this 22nd day of October, 1996.


 Notary Public

