RECORDING INFORMATION ABOVE

The undersigned Grantor(s) for and in consideration of One and no/00 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, Salt Lake City, Utah 84119, 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 appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A strip 7 feet in width being 3 ½ feet on each side of the following centerline: Beginning at a point 3 1/2 feet South of the Southeast Corner of Lot 23, Twin Oaks Subdivision, Phase 1, thence West 112 feet; thence South 528.5 feet to end,

Grantor further conveys to Grantee the following incidental rights:

The right of ingress and egress over and across the lands of Grantor to and from the above-described property.

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.

Should the placement of telephone facilities at any time interfere with the development or use of the property, Grantee will at its sole expense relocate said facilities at a site or location on the property at the sole discretion of Grantor. Grantee will complete facility relocation and easement transfer in an orderly and timely manner. Grantee will hold Grantor harmless from all claims, costs or expenses and fully indemnify Grantor from any third party claim resulting from the exercise of the rights herein granted.

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

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. Page 1 of 2

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 23rd day of February , 19 99.
Grantor Ronald N. Spratling Jr. Trust Dated 7/6/90 Ronald N. Spratling Jr. Trustee Grantor
STATE OF UTAH)
SS. COUNTY OF Salt Lake
On the 23rd day of February , 1999, personally appeared before
me Ronald N. Spratling Jr. Trustee the signer of the above instrument,
who duly acknowledged to me that he/she executed the same
NOTARY PUBLIC MARILYN MCCLEERY 2020 East 4800 South Salt Lake City, Utah 84117 My Commission Expires November 2, 2002 STATE OF UTAH

R/W # 9905402UT Job # 826101609

Exchange W. JORDAY County SACTURIE

1/4 Section = Section = Township 3 = Range / W

3 (54) Page 2 of 7

RECORDING INFORMATION ABOVE

Dated this 23rd day of FEBRUARY 19 99. Grantor
Grantor
STATE OF UTAH) ss. COUNTY OF Salt Lake)
On the 23rd day of February , personally appeared before me Shelly S. Stobart , who, being by me duly sworn (or affirmed) did say that he/she is the President of Spratling Investment Corp. , (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 Shelly S. Stobart acknowledged to me that said corporation executed the same.
Maulia Malay Public
NOTARY PUBLIC MARILYN MCCLEERY 2020 East 4800 South Salt Lake City, Utah 84117 My Commission Expires November 2, 2002 STATE OF UTAH

R/W # 9905402UT Job # 826M609, Exchange West Jordan, County Salt Lake East ½, Section 3, Township 3 South, Range 1 West, SLB&M.

3 3 Gg/d Page 2 of 2