

RECORDING INFORMATION ABOVE

R/W # 9725901UT

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of ONE, AND NO
ONE HUNDREDTHS Dollars (\$ 1.00) 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 UTAH, 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.

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 judgement 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 16th Day of September, 1997.

Don Ray Pittman
Grantor Don Ray Pittman, Trustee

Donna T. Pittman
Grantor Donna T. Pittman, Trustee

Grantor

Grantor

(Individual Acknowledgment)

STATE OF UTAH

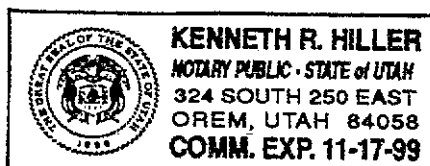
COUNTY OF

UTAH

} SS

On the 16TH day of September, 1997, personally appeared before me Don Ray Pittman and Donna T. Pittman, the signer/s of the above instrument, who duly acknowledged to me that he/she executed the same.

[SEAL]



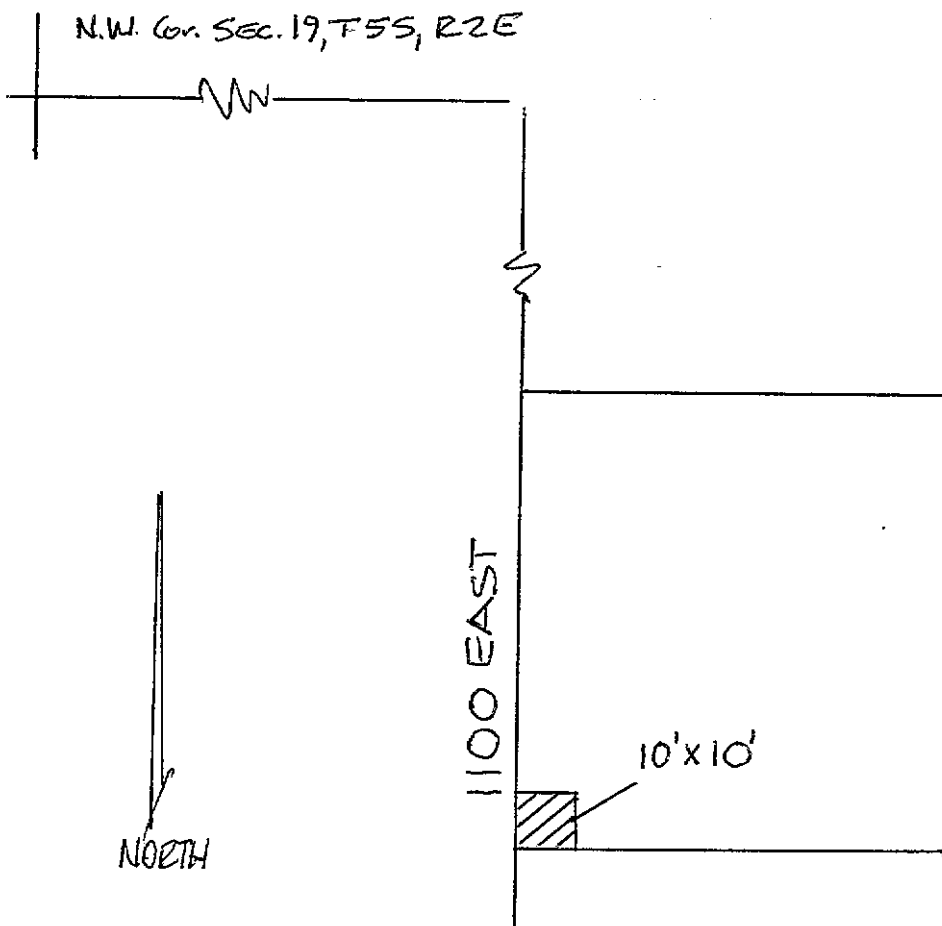
Kenneth R. Hiller
Notary Public
My Commission expires:

R/W# 9725901UT JOB# 626C561
Exchange AMERICAN FORK County UTAH
1/4 Section NW-NW, Section 19, Township 5 South, Range 2 East

EXHIBIT "A"

Commencing North 89°-28'-00" East 1128.85 feet and South 110.32 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°-25'-00" East 165.93 feet; thence East 12.0 feet to the true point of beginning; thence East 10.00 feet; thence North 10.00 feet; thence West 10.00 feet; thence South 10.00 feet to the point of termination.

RW # *9725901127* JOB #626C561 EXCHANGE AMERICAN FORK
1/4 Section NW-NW, Section 19, Township 5 South, Range 2 East



D.P.P.
D.J.P.
Initials