

E

RECORDING INFORMATION ABOVE

R/W # 982250117

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.

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Initial

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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 21st day of September, 19 98.

Harvey Land Company, a Utah
Grantor Limited Partnership

J. H. Harvey
Grantor Ken Partlow

Grantor

Grantor

(Individual Acknowledgment)

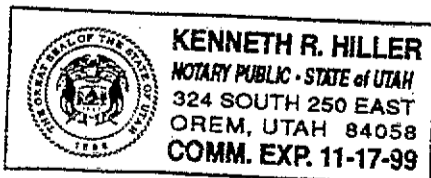
STATE OF UTAH }
COUNTY OF Utah } ss

On the 21st day of September, 19 98, personally appeared before me J. H. Harvey General Partner, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

[SEAL]

Kenneth R. Hiller
Notary Public

My commission expires: _____



(Official name of company or Corporation)

By _____
Its _____

[SEAL]

Attest _____
Secretary of Corporation

(Corporate Acknowledgment)

STATE OF UTAH }
COUNTY OF _____ } ss

On the _____ day of _____, 19 _____, personally appeared before me _____, who, being by me duly sworn (or affirmed) did say that he/she is the _____ of _____

(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 _____ acknowledged to me that said corporation executed the same.

[SEAL]

Notary Public
My commission expires: _____

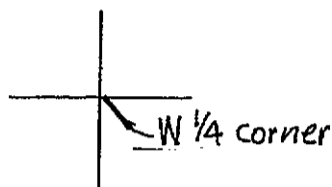
R/W # 9822501 UT Job # 8260300
Exchange AMERICAN FORK County UTAH
1/4 Section SW Section 6 Township 5 S Range 2 E

EXHIBIT "A"

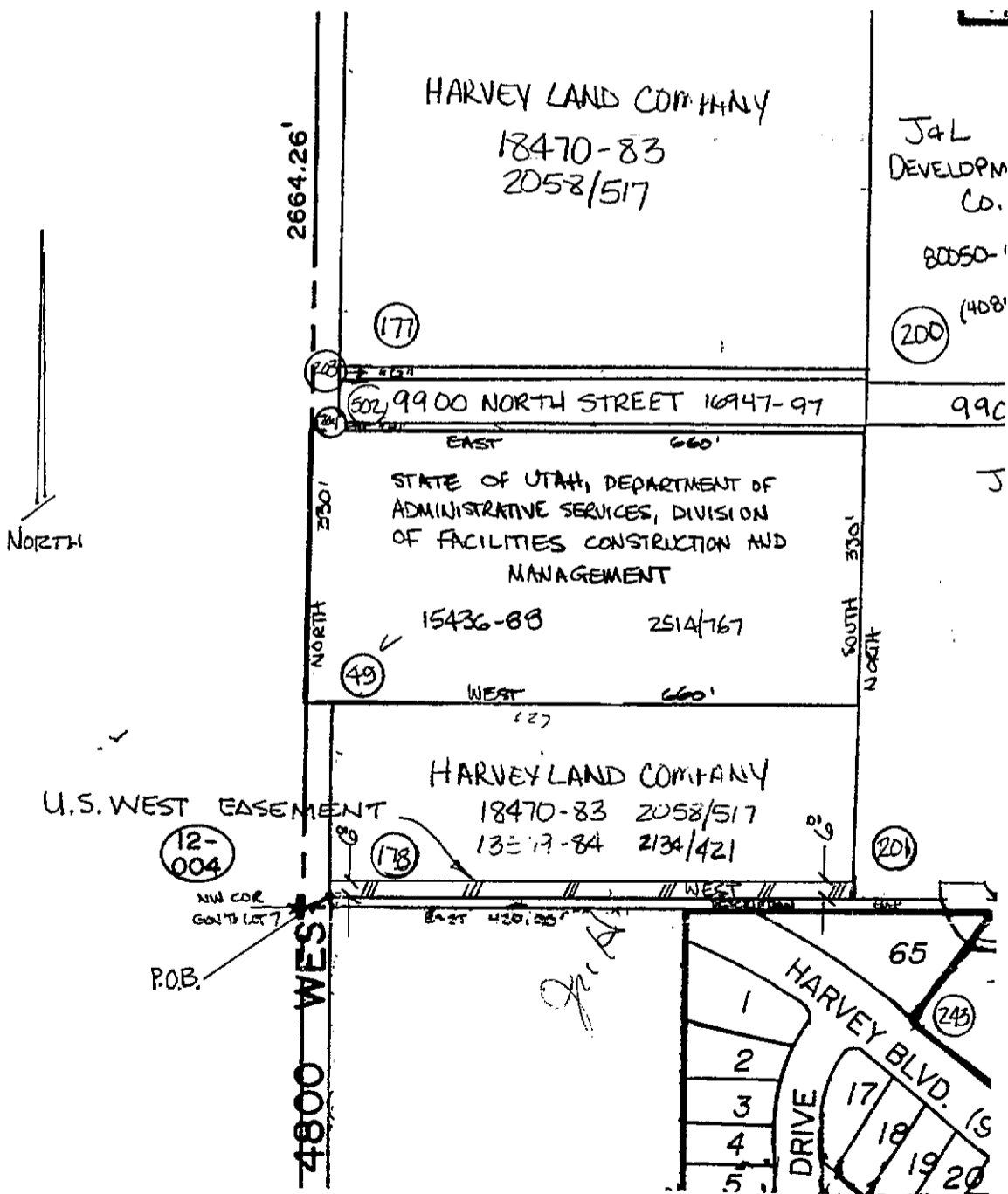
A Six (6) foot wide Easement, along grantors south property line, more particularly described as follows:

Commencing 2 rods East (33'); thence 66 rods South (1089') and 231.0 feet South of the Northwest corner of the Southwest Quarter of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 627.0 feet (Along grantors South property line) to the grantors East property line and the point of termination. Situated in Utah County, State of Utah.

RW # JOB # 826C300 EXCHANGE AMERICAN FORK
 1/4 SW Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian



SEC. 6, T5S, R2E.



Initials