

RECORDING INFORMATION ABOVE

R/W #9733901UT

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of THIRTY TWO THOUSAND THREE HUNDRED TEN AND NO ONE HUNDREDTHS dollars (\$32,310.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to US 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 under 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:

An easement for an existing US WEST telecommunications facilities, being five feet on each side of the following described centerline:

Beginning at a point on the west line of Geneva Road, Orem, Utah, said point being North 0°03'30" West 377.51 feet along the section line and West 33.00 feet from the southeast corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base Meridian; thence North 30°51'00" West 59.58 feet; thence North 25°38'45" West 82.79 feet; thence North 17°01'45" West 22.30 feet; thence North 23°26'35" West 152.07 feet; thence North 28°11'35" West 97.26 feet; thence North 12°45'30" East 8.15 feet; thence North 38°18'00" East 8.97 feet; thence North 62°00'00" East 28.09 feet to the westerly line of the Denver and Rio Grande Railroad, said point being the terminus of the easement. See Exhibit "A".

Grantor further conveys to Grantee the following incidental rights:

(1) A Temporary right-of-way to be used during all periods of construction, 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 covenants that he/she/they will encroach upon said easement only after the Grantee's facilities have been located by an authorized agent of the Grantee. It is expressly understood that Grantor may build buildings or other facilities over the conduit currently in place so long as Grantee approves, prior to commencement, construction methods which will protect said conduit. Grantee shall have reasonable vehicular access, without any obstruction, to existing utility hole at all times. Any changes made by grading, or constructing, to the surface or subsurface of the easement necessitate inspection and approval by Grantee.

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 5th Day of DEC, 1997.

Merrill Gappmayer
Grantor Merrill Gappmayer

Marie H. Gappmayer
Grantor Marie H. Gappmayer

Richard B. Gappmayer
Grantor Richard B. Gappmayer

Ann W. Gappmayer
Grantor Ann W. Gappmayer

S. Arvid Dodge
Grantor S. Arvid Dodge

Clara I. Dodge
Grantor Clara I. Dodge

S. Martin Dodge
Grantor S. Martin Dodge

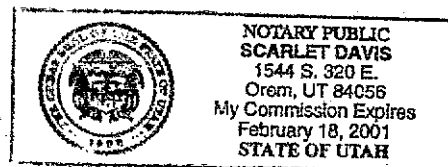
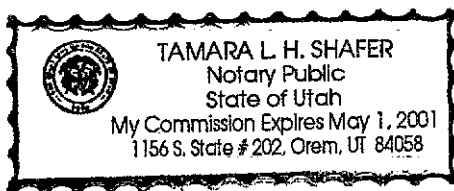
Charlotte H. Dodge
Grantor Charlotte H. Dodge

(Individual Acknowledgment)

STATE OF UTAH }
COUNTY OF UTAH } SS

On the 5th day of December, 1997, personally appeared before me Merrill Gappmayer, Marie H. Gappmayer, Richard B. Gappmayer, Anne W. Gappmayer, the signer/s of the above instrument, who duly acknowledged to me that he/she executed the same.

[SEAL]



Scarlet Davis
Notary Public

My Commission expires: State of Utah, County of Utah. On the 5th day of December, 1997, personally appeared before me Arvid Dodge, Clara Dodge, Martin Dodge, Charlotte Dodge, the signer/s of the above instrument, who duly acknowledged to me that he/she executed the same.

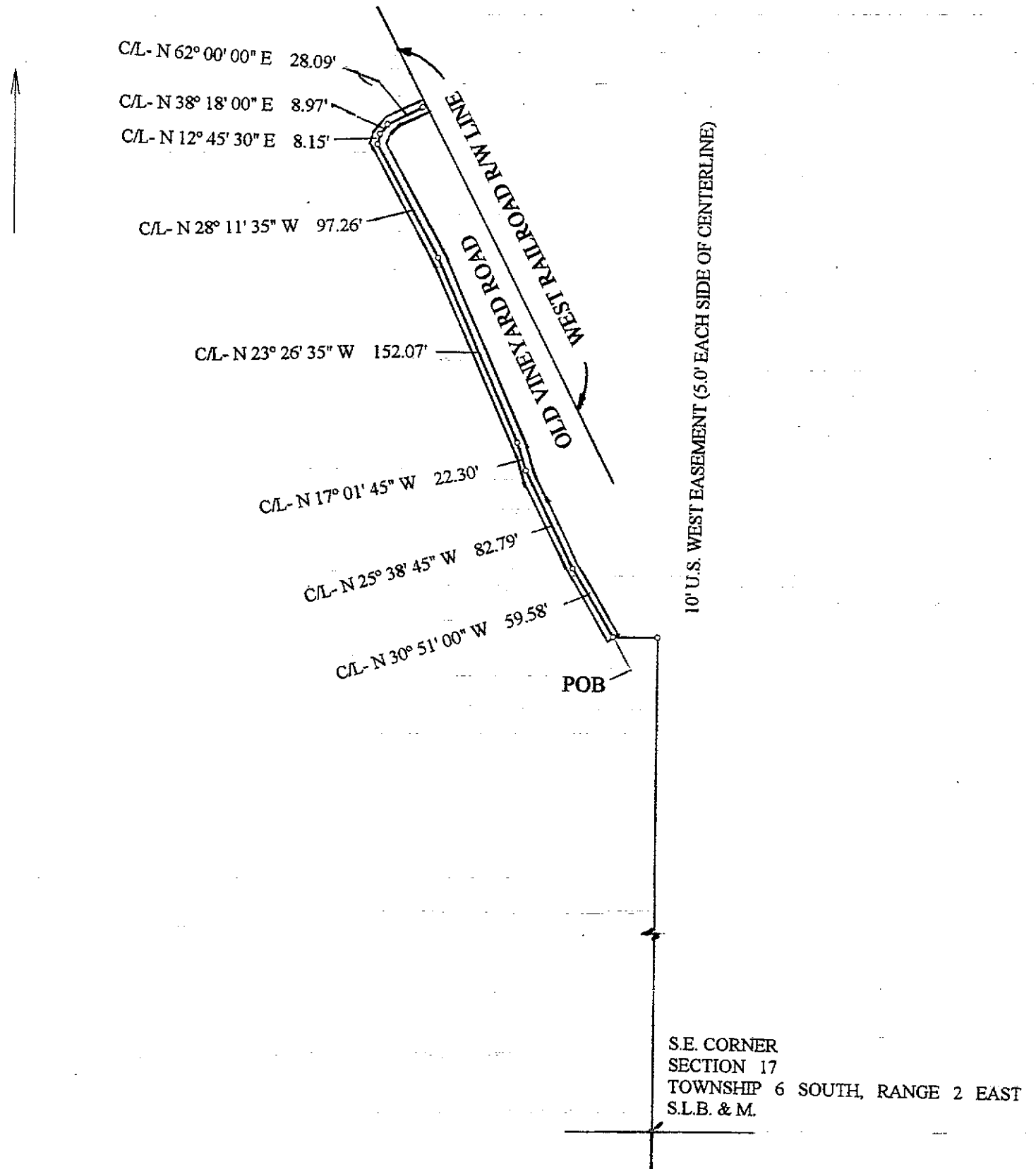
SEAL

R/W# Exchange OREM County UTAH Township 6 South Range 2 East, Salt Lake Base & Meridian
1/4 Section SE Section 17

JOB# 716K821

EXHIBIT "A"

R/W # 9733901 UT JOB # 716K821 EXCHANGE OREM
1/4 Section SE Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian



Initials