

EASEMENT

R/W

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

A strip six (6) feet in width described by a center line with three (3) feet on each side as follows:

Commencing North 3 feet from the Northwest Corner of Lot 1, NORTH PARK SUBDIVISION; thence South 89°58'19" East 260.00 feet to end. Situated in the Southwest Quarter of Section 12, Township 34 South, Range 9 West, Salt Lake Base and Meridian.

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DIXIE B MATHESON - IRON COUNTY RECORDER
1995 OCT 12 12:20 PM FEE \$10.00 BY PTC
REQUEST: U S WEST COMMUNICATIONS

situate in County of IRON, 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 _____ day of _____, A.D., 1995

At Grants Pass, Oregon

Grantor EAGLE NEST LAND CORPORATION

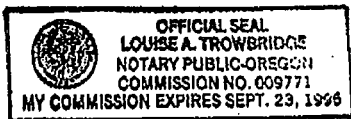
BY: *[Signature]*

STATE OF UTAH)
) ss
COUNTY OF _____)

TITLE: PRESIDENT

On the 15th day of Sept, 1995, personally appeared before me Tracy L Skelton, the signer of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 15th day of Sept, 1995.



[Signature]
Notary Public

536E068 PAROWAN