

RETURNED  
EASEMENT

[INDIVIDUAL] NW-2-4N-2W

OCT 6 1995

R/W 083534

12-019-0030

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Five Hundred & No/00 dollars (\$ 500.00 ) 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:

The Easterly 10 feet lying parallel and contiguous to the Westerly R/W line of the D&RG R.R. in a parcel of land located in the NW1/4, Section 2, Township 4N., Range 2W., SLB&M; more particularly described as follows: Beginning 1386.0 feet East along the Section line and 174.5 feet South of the Northwest Corner of Section 2, Township 4 North, Range 2 West, SLB&M; thence South 155.5 feet; thence West 66.0 feet; thence South 554.75 feet, more or less to a point 429 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 2; thence East 868.72 feet more or less to the West line of the D&RG R.R.; thence North 34° 42' West 267.36 feet; thence North 1° 24' West 100 feet, more or less, to a point due East of the point of beginning; thence West 108.51 feet more or less to the point of beginning.

\* W. 742.3 ft ±, cly sd R/W ±

situate in County of DAVIS 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 11<sup>th</sup> day of SEPT, A.D., 1995.

At Clearfield, Utah

Grantor:

Delmer W. Smith

Deloris E. Smith

STATE OF UTAH)

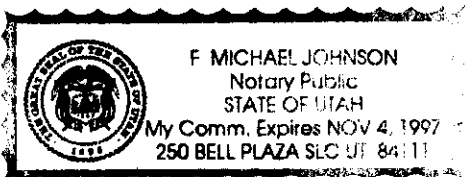
SS

E 1203896 B 1924 P 28  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 OCT 6 9:53 AM FEE 10.00 DEP JS  
REC'D FOR US WEST COMMUNICATIONS

COUNTY OF SALT LAKE)

On the 11<sup>th</sup> day of SEPT, 1995, personally appeared before me Delmer W. Smith & Deloris E. Smith, the signers of the above instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal this 11<sup>th</sup> day of SEPT, 1995.



F. Michael Johnson  
Notary Public

JOB NO. 536E538 WIRE CENTER - Clearfield  
NW 1/4 S.2 T4N R2W SLB&M - PARCEL:12-020-0030

Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., Ut. 84119

E 1203896 0 1924 P. 29  
E 1203896 1 1924

RIGHT-OF-WAY NO. RW083534

JOB NO. 536E538

EXCHANGE CLEAREFIELD

\$ 10<sup>00</sup>  
7046c

DAVIS