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Level 3 Communications, LLC
ROW – NIS Administrator
c/o Christina Buffington
1025 Eldorado Blvd.
Broomfield, CO 80021

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BRENDA NELSON, Recorder
MORGAN COUNTY
For: LEVEL 3 COMMUNICATIONS LLC

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TITLE OF DOCUMENT

**EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER
ACTION**

FILED
U.S. DISTRICT COURT
2013 AUG -9 P 2:18
DISTRICT OF UTAH

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION - SALT LAKE CITY

BY: _____
DEPUTY CLERK

MOYLE, LLC, the MICHAEL C. NORTH)
FAMILY TRUST, and DELLE AUTO TRUCK)
STOP, INC., for themselves and all others)
similarly situated,)

Plaintiffs,)

vs.)

LEVEL 3 COMMUNICATIONS, LLC,)
SPRINT COMMUNICATIONS COMPANY, L.P.,)
and QWEST COMMUNICATIONS)
CORPORATION,)

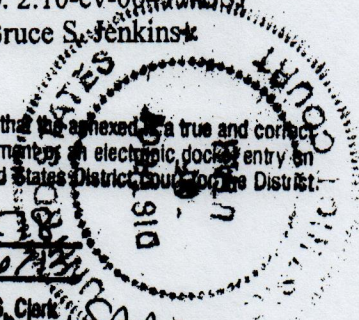
Defendants.)

Civil Action No. 2:10-cv-00477-BSJ
District Judge Bruce S. Jenkins*

I hereby certify that the annexed is a true and correct copy of a document as an electronic docket entry on file at the United States District Court for the District of Utah.

of pages 238
Date: 8/16/13

D. MARK JONES, Clerk
By: _____
Deputy Clerk



EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Utah Class Settlement Agreement, as of January 13, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on August 9, 2013, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WilTel Communications, Inc. has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. To the extent necessary to comply with the requirements of local recording offices, (1) each Grantee may attach to the recorded copy of this Easement Deed by Court Order in Settlement of Landowner Action the page or pages of Exhibit 1 listing parcels affected in the county of recordation by the easements granted to that Grantee, or (2) each Grantee may attach to each recorded copy of this

Easement Deed by Court Order in Settlement of Landowner Action all pages of Exhibit 1, and (3) each Grantee may show, by affidavit, that the pages of Exhibit 1 that it attaches to the recorded copy of this Easement Deed by Court Order in Settlement of Landowner Action are true and correct.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's

Telecommunications Cable System (A) as it existed on June 18, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on June 18, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such

area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after the date of the final Order and Judgment, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's

existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on June 18, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest,

successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Date: 8/9/13

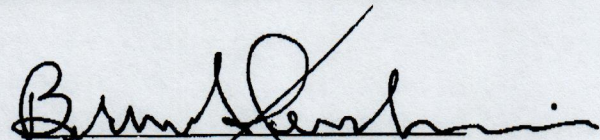

Honorable Bruce S. Jenkins
United States District Judge

EXHIBIT 1

LEVEL 3 / WILTEL

Grantee's Name: Level 3 Communications, LLC and/or Wital Communications, LLC, as may be appropriate based upon the description in the "Grantee" column below. Level 3 Communications, LLC ("Level 3") and Wital Communications, LLC ("Wital") are defined in the referenced "Settlement Agreement" to include and all of its entities' predecessors, successors, assigns, parents, affiliates, and subsidiaries.

Address for Grantee: Level 3 Communications, LLC: 1025 Eldorado Blvd., Broomfield, CO 80021, Attn: Steve Gordon
 Address for Grantee: Wital Communications, LLC: 1025 Eldorado Blvd., Broomfield, CO 80021, Attn: Steve Gordon
 Tax Address for Grantee: Same

EXHIBIT 1

THE REAL PROPERTIES WHICH ARE SUBJECT TO THE FOREGOING EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AND THE OWNERS THEREOF INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING NAMED PARTIES AND PARCELS, WHICH ARE IDENTIFIED BY REFERENCE TO THE PARCEL IDENTIFICATION NUMBERS ESTABLISHED BY THE MORGAN COUNTY TAX ASSESSOR'S OFFICE

DMS ID	ASSESSOR MAP ID	ASSESSOR PARCEL ID	T-R-S	ASSESSMENT	GRANTOR	ADDRESS	GRANTEE
UT029_0083	19-4-4	01-004-640-05-1	04N-04E-19	00-0004-8122	Holham Inc	201 Jones Rd, Attn: Text Dept, Waltham, MA 02451	Level 3 Communications, LLC
UT029_0067	31-4-3	01-004-640-05-1	04N-03E-31	00-0062-6513	Tonks Family Ranch LLC	1445 Round Valley Rd, c/o Bruce Tonks, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0068	31-4-3	01-004-640-05-1	04N-03E-31	00-0062-6513	Tonks Family Ranch LLC	1445 Round Valley Rd, c/o Bruce Tonks, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0070	30-4-3	01-004-622	04N-03E-30	00-0012-3174	Tonks Family Ranch LLC	1445 Round Valley Rd, c/o Bruce Tonks, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0073	29-4-3	01-004-612	04N-03E-29	00-0002-3018	Rees Legacy LLC	2235 E Rees Ln, c/o Joseph Scott Rees, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0075	28-4-3	01-004-609-03	04N-03E-28	00-0005-3072	Rees Legacy LLC	2235 E Rees Ln, c/o Joseph Scott Rees, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0076	28-4-3	01-004-612	04N-03E-28	00-0002-3018	Rees Legacy LLC	2235 E Rees Ln, c/o Joseph Scott Rees, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0088	29-4-3	01-004-620-01	04N-03E-29	00-0002-3166	Rees Legacy LLC	2235 E Rees Ln, c/o Joseph Scott Rees, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0089	28-4-3	01-004-608	04N-03E-28	00-0002-2929	Rees Legacy LLC	2235 E Rees Ln, c/o Joseph Scott Rees, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0081	23-4-3	01-004-591	04N-03E-23	00-0002-2473	Jelidon LP	1177 Webb Ln, c/o Monte E Brough, Kayville, UT 84037	Level 3 Communications, LLC
UT029_0069	31-4-3	01-004-642-01-WA	04N-03E-31	00-0002-3562	Mountain Fuel Supply Co	180 E 100 S, PO Box 45433, c/o Questar Corporation, Salt Lake City, UT 84138	Level 3 Communications, LLC
UT029_0064	31-4-3	01-004-642-02-WA	04N-03E-31	00-0002-3570	Mountain Fuel Supply Co	180 E 100 S, PO Box 45433, c/o Questar Corporation, Salt Lake City, UT 84138	Level 3 Communications, LLC
UT029_0056	22-4-2	01-004-355-01	04N-02E-22	00-0002-9469	Glen & Betty Rollins Family Tr	70 S 100 W, PO Box 216, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0149	SW1/4NE1/4S6-4-2	04-452	04N-07E-36	00-0004-5565	Tallion, Marilyn R	30 S 500 E, PO Box 262, Morgan, UT 84050	Level 3 Communications, LLC

UT029_0152	NW1/4NE1/4-36 4-2	04-449-002	04N-02E-36	00-0004-5574	Dinsdale Family Tr	11 N 500 E, PO Box 835, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0145	SW1/4NE1/4-36 4-2	04-457-001	04N-02E-36	00-0004-5649	Christensen, Barry J	PO Box 363, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0148	SW1/4NE1/4-36 4-2	04-454	04N-02E-36	00-0004-5581	Clark, Candice L	PO Box 1014, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0150	SW1/4NE1/4-36 4-2	04-451	04N-02E-36	00-0004-5557	Porter, Francis W	PO Box 667, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0188	Z7-4-3	01-004-589	04N-03E-22	00-0002-2374	Singleton, Fredrick K & Peggy F	PO Box 762, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0144	SW1/4NE1/4-36 4-2	04-457-002	04N-02E-36	00-0004-5656	Lee, Geoffrey A	78 S 500 E, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0147	SW1/4NE1/4-36 4-2	04-455	04N-02E-36	00-0004-5539	Colledge, Jan S	PO Box 802, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0068	Z1-4-3	01-004-641	04N-03E-31	00-0002-5554	Doucette, Jayna S	32 Hill St, Tewksbury, MA 01876	Level 3 Communications, LLC
UT029_0146	SW1/4NE1/4-36 4-2	04-457	04N-02E-36	00-0004-5631	Loveland, Kade	PO Box 495, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0151	NW1/4NE1/4-36 4-2	04-450	04N-02E-36	00-0004-5532	Weston, Little Frank	12 S Commercial St, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0018	Z6-5-1	01-005-054	05N-01E-26	00-0002-5094	Soderby Ltd	PO Box 643, Layton, UT 84041	Level 3 Communications, LLC
UT029_0022	SW 1/4-25-5-1	01-005-037	05N-01E-25	00-0002-5343	Bonnie W Brown Tr	4396 Cottonwood Canyon Rd, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0023	SW 1/4-25-5-1	01-005-032-2	05N-01E-25	00-0002-5314	Bonnie W Brown Tr	4396 Cottonwood Canyon Rd, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0024	NW 1/4-31-5-2	01-005-131	05N-02E-31	00-0002-7944	Bar-Z Investments LLC	3955 W Old Highway Rd, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0025	SW 1/4-31-5-2	01-005-132	05N-02E-31	00-0002-8037	Bar-Z Investments LLC	3955 W Old Highway Rd, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0072	Z9-4-3	01-004-515	04N-03E-29	00-0002-3075	Genieva Rock Products	PO Box 538, Orem, UT 84059	Level 3 Communications, LLC
UT029_0078	Z7-4-3	01-004-600-11	04N-03E-27	00-0004-9112	Frederick K & Peggy Singleton Tr	PO Box 762, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0079	Z7-4-3	01-004-600-03	04N-03E-27	00-0002-7721	Frederick K & Peggy Singleton Tr	PO Box 762, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0082	Z4-4-3	01-004-595	04N-03E-24	00-0004-8114	Ideal Cement Co	201 Jones Rd, Waltham, MA 02451	Level 3 Communications, LLC
UT029_0086	SW 1/4-25-5-1	01-005-032-02	05N-01E-25	00-0002-5314	Bonnie W Brown Tr	4396 Cottonwood Canyon Rd, Morgan, UT 84050	Level 3 Communications, LLC
UT029_0090	Z4-4-3	01-004-595	04N-03E-24	00-0004-8114	Ideal Cement Co	201 Jones Rd, Waltham, MA 02451	Level 3 Communications, LLC
UT029_0096	Z7-5-1	01-005-050	05N-01E-27	00-0002-6359	Gailey Ranch LLC	PO Box 438, Winsboro, TX 75494	Level 3 Communications, LLC
UT029_0098	Z6-5-1	01-005-073	05N-01E-36	00-0002-6839	Bar-Z Investments LLC	3955 W Old Hwy Rd, Morgan, UT 84050	Level 3 Communications, LLC

UT029_0059	30-4-4	01-004-777	04N-04E-30	00-0002-5377	Ideal Basic Industries Inc	201 Jonas Rd, Waltham, MA 02451	Level 3 Communications, LLC
UT029_0100	SWX/4-27-5-1	01-005-5-314	05N-01E-27	N/A	Unable to Determine Ownership	N/A	Level 3 Communications, LLC
UT029_0141	SEI/4NEI/4-36-4-2	01-004-R-317	04N-07E-35	N/A	Unable to Determine Ownership	N/A	Level 3 Communications, LLC
UT029_0153	NWX/4NEI/4-36-4-2	04-449	04N-07E-36	00-0004-5508	Edna J Little Liv Tr	PO Box 56L, Morgan, UT 84050	Level 3 Communications, LLC