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Tooele County Corporation  
For: TERRA 2 INC

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U.S. DISTRICT COURT  
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DISTRICT OF UTAH

**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF UTAH**  
**CENTRAL DIVISION - SALT LAKE CITY**  
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 or an electronic docket entry on file at the United States District court for the District of Utah.

# of pages 11  
Date: 9/5/13

D. MARK JONES, Clerk  
By: [Signature]  
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.

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 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 (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").

The Easement granted herein shall pertain only to an area bounded by parallel lines  $8\frac{1}{4}$  (eight and one-quarter) feet on either side of the Telecommunications Cable System as it existed on June 18, 2012 (the "Easement Premises"), provided, however, that the width of the Easement Area 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 the side of the centerline of the Railroad Right of Way where Grantee's Telecommunications Cable System is currently located (the "Cable Side").

The Easement shall not include the right to construct 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 (25%). 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 Easement Premises 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, by the use of gates and existing roads if available, where access from public roads is not reasonably practical. 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 structures, such as houses, garages, shops, or sheds, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage as 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 structures, such as houses, garages, shops, or sheds, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage as 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., Level 3 Telecom Holdings, Inc., WilTel Communications, Inc., and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted 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.

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 Telecommunications Cable System Easement Deed is executed and delivered by 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.

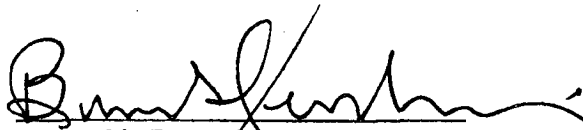
The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

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

Grantee's Name: Sprint Communications Company L.P. as defined in the "Settlement Agreement" referenced in this easement. That Settlement Agreement defines "Sprint" to include Sprint Communications Company L.P. and all of its entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Sprint Communications Company L.P., 6550 Sprint Parkway, KSOPHR0312-3C274, Overland Park, KS, Attn: Doug McCall, Sprint Real Estate, TERRA2 - Strategic Partner with CBRE

Tax Address for Grantee: Sprint Communications Company L.P., Tax Department, 6391 Sprint Parkway, Overland Park, KS 66251.

**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 TOOELE COUNTY TAX ASSESSOR'S OFFICE**

Assessor's Map	Assessor's Parcel #	Lot	TERRA2	Assessment #	Grantor's Last Name	Grantor's First Name	City	State	ZIP	Grantee	County	State
Bk 5 Pg 53	5-53-3	N/A	025-05W-09	N/A	Higley	Arthur Stephen	Salt Lake City	UT	84115	Sprint	Tooele	UT
Bk 5 Pg 53	5-53-4	N/A	025-05W-09	N/A	Security Enterprises Ltd		Bountiful	UT	84011	Sprint	Tooele	UT
Bk 5 Pg 54	5-54-19	N/A	025-05W-08	N/A	St Clair	Steven G	Salt Lake City	UT	84106	Sprint	Tooele	UT
Bk 5 Pg 57	5-57-6	N/A	025-05W-16	N/A	Higley	Arthur Stephen	Salt Lake City	UT	84115	Sprint	Tooele	UT
Bk 5 Pg 57	5-57-5	N/A	025-05W-16	N/A	Six Mile Ranch Company		Grantsville	UT	84029	Sprint	Tooele	UT
Bk 5 Pg 57	5-57-7	N/A	025-05W-21	N/A	Six Mile Ranch Company		Grantsville	UT	84029	Sprint	Tooele	UT
Bk 5 Pg 57	5-57-12	N/A	025-05W-22	N/A	Six Mile Ranch Company		Grantsville	UT	84029	Sprint	Tooele	UT
Bk 5 Pg 63	5-63-1	N/A	025-05W-27	N/A	Vance P Sagers Co-Ttee		Rush Valley	UT	84069	Sprint	Tooele	UT
Bk 5 Pg 63	5-63-2	N/A	025-05W-27	N/A	Bountiful Livestock Company		Woods Cross	UT	84087	Sprint	Tooele	UT
Bk 5 Pg 54	5-54-11	N/A	025-05W-05	N/A	Morton Salt Inc		Chicago	IL	60601	Sprint	Tooele	UT

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Bk 5 Pg 54	5-54-6	N/A	02S-05W-05	N/A	Bolinder et al	Bruce L	Tooele	UT	84074	Sprint	Tooele	UT
Bk 5 Pg 54	5-54-5	N/A	02S-05W-05	N/A	Bolinder et al	Bruce L	Tooele	UT	84074	Sprint	Tooele	UT
Bk 5 Pg 54	5-54-9	N/A	02S-05W-05	N/A	Diamond B-Y Ranches LLC		Lehi	UT	84043	Sprint	Tooele	UT
Bk 4 Pg 75	04-075-R-0003	N/A	01S-05W-32	N/A	Miller	George H	Bountiful	UT	84010	Sprint	Tooele	UT
Bk 4 Pg 75	4-75-2	N/A	01S-05W-32	N/A	Morton Salt Inc		Chicago	IL	60601	Sprint	Tooele	UT
Bk 4 Pg 75	4-75-2	N/A	01S-05W-32	N/A	Morton Salt Inc		Chicago	IL	60601	Sprint	Tooele	UT
Bk 5 Pg 66	5-66-14	N/A	02S-05W-34	N/A	Byron A Barkley Ttee		Salt Lake City	UT	84121	Sprint	Tooele	UT
Bk 5 Pg 66	5-66-14	N/A	02S-05W-34	N/A	Byron A Barkley Ttee		Salt Lake City	UT	84121	Sprint	Tooele	UT
Bk 5 Pg 66	5-66-5	N/A	02S-05W-34	N/A	Six Mile Ranch Company		Grantsville	UT	84029	Sprint	Tooele	UT
Bk 5 Pg 66	5-66-16	N/A	02S-05W-34	N/A	Bountiful Livestock Company		Woods Cross	UT	84087	Sprint	Tooele	UT
Bk 5 Pg 66	5-66-1	N/A	02S-05W-34	N/A	Marilyn Burton Ttee		Grantsville	UT	84029	Sprint	Tooele	UT
Bk 4 Pg 75	4-75-2	N/A	01S-05W-32	N/A	Morton Salt inc		Chicago	IL	60601	Sprint	Tooele	UT
Bk 4 Pg 75	4-75-2	N/A	01S-05W-32	N/A	Morton Salt inc		Chicago	IL	60601	Sprint	Tooele	UT

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