

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 WiTel 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.; WiITel Communications, Inc.; WiITel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyyx, 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.

LEVEL 3 / WITTEL

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 BEAVER COUNTY TAX ASSESSOR'S OFFICE

Grantee's Names: Level 3 Communications, LLC and/or Witel Communications, LLC as may be appropriate based upon the designation in the "Grantee" column below. Level 3 Communications, LLC ("Level 3") and Witel Communications, LLC ("Witel") 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 Witel Communications, LLC: 1025 Eldorado Blvd, Broomfield, CO 80021 Attn: Steve Gordon

Tax Address for Grantee: Same.

DMS ID	ASSESSOR PARCEL ID	T R \$	GRANTOR	ADDRESS	GRANTEE
UT001_00104	05-0026-0008	285-10W-08	Jack B & Lois Joy Kirk Tr	445 Fairway Cir, St George, UT, 84770	Level3 Communications, LLC
UT001_00105	05-0031-0004	285-10W-07	Advanced Development	PO Box 739, Milford, UT, 84751	Level3 Communications, LLC
UT001_00106	02-0092-0006	285-11W-24	CM Holdings LLC	PO Box 492, Milford, UT, 84751	Level3 Communications, LLC
UT001_0011	05-0010-0023	285-10W-07	Webster, Mark	415 N Main St, #304, Cedar City, UT, 84720	Level3 Communications, LLC
UT001_0012	05-0026-0001	285-10W-08	Wells Fargo Bank	299 S Main St, Salt Lake City, UT, 84111	Level3 Communications, LLC
UT001_0019	05-0025-0001	285-10W-08	Yee Jr, Thomas O	PO Box 395, Milford, UT, 84751	Level3 Communications, LLC
UT001_0020	05-0025-0003	285-10W-08	Yee Jr, Thomas O	PO Box 395, Milford, UT, 84751	Level3 Communications, LLC
UT001_001	05-0034-0002	285-10W-05	Milford Rentals LLC	861 N Lisbon St, Carrollton, OH, 44615	Level3 Communications, LLC

UT001_0021	05-0025-0004	285-10W-08	Yee Jr, Thomas O	PO Box 395, Milford, UT, 84751	Level3 Communications, LLC
UT001_0022	02-0133-0001	305-12W-31	Minersville Land & Livestock	PO Box 215, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0023	02-0133-0002	305-12W-31	Dibkey, Robert D	2482 Evergreen Park Rd, Grayland, WA, 98547	Level3 Communications, LLC
UT001_0026	02-0129-0003	305-12W-21	Minersville Land & Livestock	PO Box 215, Minersville, UT, 84752	Level3 Communications, LLC
UT001_003	05-0011-0001	285-10W-07	Bailey, Jeffrey D	1045 W Blue Mountain Rd, Washington, UT, 84780	Level3 Communications, LLC
UT001_0032	02-0124-0005	305-12W-11	Heath, Arthur Ray	1641 County Rd 2782, Clark, MO, 65243	Level3 Communications, LLC
UT001_0033	02-0124-0002	305-12W-11	Rose, Ann Christy	153 E Holly St, Rialto, CA, 92376	Level3 Communications, LLC
UT001_0035	02-0124-0008	305-12W-11	Patel, Hetal	63 Windy Hill Dr, South Windsor, CT, 06074	Level3 Communications, LLC
UT001_004	05-0011-0002	285-10W-07	Bachelors No More	PO Box 1135, Beaver, UT, 84713	Level3 Communications, LLC
UT001_0041	02-0105-0002	295-11W-16	Minersville Land & Livestock	PO Box 215, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0042	02-0105-0003	295-11W-16	B&C Farms Family Partnership	PO Box 245, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0046	02-0095-0006	285-11W-34	Newman & Alberts & Salisbury	9206 Three Oak Silver Springs, MD, 20901	Level3 Communications, LLC
UT001_0047	02-0096-0002	285-11W-35	Runn C Ranch Family Partnership	PO Box 125, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0048	02-0096-0001	285-11W-35	Runn C Ranch Family Partnership	PO Box 125, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0049	02-0094-0002	285-11W-26	B&C Farms Family Partnership	PO Box 245, Minersville, UT, 84752	Level3 Communications, LLC
UT001_005	05-0011-0016	285-10W-07	Cedar Post	98 E St George Blvd, St George, UT, 84770	Level3 Communications, LLC
UT001_0050	02-0093-0004	285-11W-25	Yardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0051	02-0092-0001	285-11W-24	C M Holdings LLC	PO Box 492, Milford, UT, 84751	Level3 Communications, LLC
UT001_0052	02-0092-0001	285-11W-24	C M Holdings LLC	PO Box 492, Milford, UT, 84751	Level3 Communications, LLC
UT001_0054	02-0092-0002	285-11W-24	Richard W Ferrell Tr	31878 Del Obispo, Ste 118-351, San Juan Capistrano, CA, 92675	Level3 Communications, LLC

UT001_0055	02-0088-0013	285-11W-13	Mayer, Max	PO Box 97, Milford, UT, 84751	Level3 Communications, LLC
UT001_0056	02-0029-0001	285-10W-18	Rosemary D Bowman Tr	595 Hunter Pkwy, Fallon, NV, 84906	Level3 Communications, LLC
UT001_0057	02-0029-0003	285-10W-18	Mayer, Max & Randy	PO Box 97, Milford, UT, 84751	Level3 Communications, LLC
UT001_006	05-0011-0017	285-10W-07	Christensen, Raynold & Rebe	2742 S 1340 E, Salt Lake City, UT, 84106	Level3 Communications, LLC
UT001_0052	05-0031-0002	285-10W-07	Yee Jr, Thomas O	PO Box 395, Milford, UT, 84751	Level3 Communications, LLC
UT001_0064	02-0023-0004	285-10W-07	Southern Utah Rentals	PO Box 1497, Beaver, UT, 84713	Level3 Communications, LLC
UT001_0065	02-0023-0005	285-10W-07	Rose, Russell Thomas	PO Box 751, Milford, UT, 84751	Level3 Communications, LLC
UT001_0066	05-0007-0001	285-10W-07	Kevin R Long Tee	116 W 400 N, Vernal, UT, 84078	Level3 Communications, LLC
UT001_0067	05-0007-0002	285-10W-07	Kevin R Long Tee	116 W 400 N, Vernal, UT, 84078	Level3 Communications, LLC
UT001_0068	05-0007-0017	285-10W-07	Murphy Brown LLC	2822 Hwy 24 W, Warsaw, NC, 28398	Level3 Communications, LLC
UT001_0069	05-0007-0018	285-10W-07	Murphy Brown LLC	2822 Hwy 24 W, Warsaw, NC, 28398	Level3 Communications, LLC
UT001_007	05-0011-0019	285-10W-07	McGahan, Christopher	3769 N Minersville Hwy, Cedar City, UT, 84720	Level3 Communications, LLC
UT001_0070	05-0009-0002	285-10W-07	Symond, Michael D	PO Box 888, Milford, UT, 84751	Level3 Communications, LLC
UT001_0071	05-0009-0001	285-10W-07	Symond, Michael D	PO Box 888, Milford, UT, 84751	Level3 Communications, LLC
UT001_0072	05-0009-0003	285-10W-07	Cedar City Show LLC	294 S 300 W, Cedar City, UT, 84720	Level3 Communications, LLC
UT001_0073	05-0009-0004	285-10W-07	Dockstader, Gwen	520 W 200 N, Payson, UT, 84651	Level3 Communications, LLC
UT001_0074	05-0009-0005	285-10W-07	Shewood, Kerry	PO Box 739, Milford, UT, 84751	Level3 Communications, LLC
UT001_0075	05-0009-0006	285-10W-07	Turner, Donald	PO Box 925, Milford, UT, 84751	Level3 Communications, LLC
UT001_0076	05-0009-0007	285-10W-07	Turner, Donald	PO Box 925, Milford, UT, 84751	Level3 Communications, LLC
UT001_0077	05-0009-0008	285-10W-07	Yee Jr, Thomas O	PO Box 395, Milford, UT, 84751	Level3 Communications, LLC
UT001_0078	05-0009-0009	285-10W-07	Ken Bettridge Dist	PO Box 338, Cedar City, UT, 84720	Level3 Communications, LLC
UT001_0079	02-0020-0002	285-10W-05	Netto, Jacob D	PO Box 121, Milford, UT, 84751	Level3 Communications, LLC
UT001_0080	02-0020-0003	285-10W-05	Vardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0081	02-0020-0004	285-10W-05	Charles Hargrave Tee	8360 Clairemont Mesa Blvd, Ste 10, San Diego, CA, 92111	Level3 Communications, LLC
UT001_0082	02-0020-0001	285-10W-05	Vardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0083	02-0020-0007	285-10W-05	Unable to Determine Ownership	N/A	Level3 Communications, LLC

UT001_0084	02-0017-0019	275-10W-32	Yardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0085	02-0017-0010	275-10W-32	Yardley, Michael D	PO Box 981, Milford, UT, 84751	Level3 Communications, LLC
UT001_0086	02-0017-0011	275-10W-32	Ritchie Enterprises	PO Box 127, Heber, UT, 84032	Level3 Communications, LLC
UT001_0087	02-0016-0004	275-10W-28	Yardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0089	02-0016-0008	275-10W-33	Yardley Leasing	PO Box 800, Milford, UT, 84751	Level3 Communications, LLC
UT001_0090	02-0015-0003	275-10W-16	Highland West Investment	8026 Dunsfield Ave, Los Angeles, CA, 90045	Level3 Communications, LLC
UT001_0091	02-0015-0004	275-10W-16	Bradshaw, Neil M	PO Box 1054, Cedar City, UT, 84721	Level3 Communications, LLC
UT001_0093	02-0010-0003	275-10W-04	K & P Truman LLC	PO Box 249, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0094	02-0010-0006	275-10W-09	Martinez, Manuel B	11534 Caldy Ave, Loma Linda, CA, 92354	Level3 Communications, LLC
UT001_0096	02-0007-0003	265-10W-33	Truman, K & P	PO Box 249, Minersville, UT, 84752	Level3 Communications, LLC
UT001_0098	02-0002-0001	265-10W-09	Smith, Robert Neil	2030 Maple Glen Rd, Sacramento, CA, 95864	Level3 Communications, LLC

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