

**WHEN RECORDED, MAIL TO:**

David L. Elmont, Esq.  
Stoel Rives LLP  
201 South Main Street, Suite 1100  
Salt Lake City UT 84111

8197240  
04/05/2002 04:49 PM 69.00  
Book - 8585 Pg - 1183-1193  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVID ELMONT  
STOEL RIVES LLP  
201 S MAIN ST SUITE 1100  
SLC UT 84111  
BY: RDJ, DEPUTY - WI 11 P.

**ASSIGNMENT AND SPECIAL WARRANTY DEED**

Dated as of March 31, 2002

1. LIGHTSOURCE TELECOM I, LLC, an Ohio limited liability company, successor to and formerly known as Lightspeed Telecom, and LightSource Telecom LLC (collectively "ASSIGNOR") hereby assigns, transfers, conveys and warrants (but only as set forth in paragraphs 3, 4 and 5 below) to QWEST COMMUNICATIONS CORPORATION, a Delaware corporation ("ASSIGNEE"), its successors and assigns, all easements, rights of way, licenses or other rights granted by any party to ASSIGNOR in or around the WESTERN SPRINGS L.C. development as discussed and described below, for the purpose of public utilities, public improvements, and public uses, including without limitation telecommunications services (the "Easement Rights") as set forth more specifically in subparagraphs 1.a. and 1.b. herein:
  - a. All Easement Rights granted to ASSIGNOR by WESTERN SPRINGS L.C. or any other party, on, over, under, through and across any areas in or around the Western Springs Subdivision, or any Phase thereof, including all Easement Rights granted to ASSIGNOR under the June 25, 2001 Easement Agreement between WESTERN SPRINGS L.C. and ASSIGNOR, in all lots of a certain parcel of real property located in Section 31, Township 3 South, Range 1 West, and Section 36, Township 3 South, Range 2 West, Salt Lake Base & Meridian, Salt Lake County, Utah, and recognized in a recorded plat captioned as "Western Springs Subdivision, Phase I Final Plat," Entry No 7749012 in Book 2000 of Plats at Page 297 of Salt Lake County Recorder, State of Utah.
  - b. ASSIGNOR does not hereby assign, nor does ASSIGNEE hereby assume, any duties or obligations of ASSIGNOR arising out of or relating to the Easement Agreement, a certain August 14, 2000 Telecommunications Installation and Services Agreement between WESTERN SPRINGS L.C. and ASSIGNOR, referenced in the Easement Agreement, or any other contract, agreement or arrangement, express or implied, between ASSIGNOR and WESTERN SPRINGS L.C.
2. ASSIGNOR acknowledges receipt from ASSIGNEE of \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in full payment for the Easement Rights.

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3. ASSIGNOR represents and warrants that it is a duly organized and validly existing limited liability company in good standing in Ohio and has the requisite power and authority to assign and convey the Easement Rights to ASSIGNEE.
4. ASSIGNOR represents and warrants that it holds the Easement Rights free of any liens or encumbrances affecting the record title to the Easement Rights arising by, through or under ASSIGNOR, its parents, subsidiaries, affiliates, or agents that either have accrued or may accrue in the future against the record title to the Easement Rights (collectively the "Liens"). ASSIGNOR covenants to defend, indemnify and hold harmless BUYER from and against any Liens.
5. Except as provided in paragraph 4, ASSIGNEE hereby accepts the Easement Rights in their "AS IS" "WHERE IS" condition and hereby waives all warranties, express or implied, regarding the condition and use of the Easement Rights, including, but not limited to any warranty of fitness for a particular purpose.
6. Subject to paragraphs 4 and 5 hereof, ASSIGNOR and ASSIGNEE, for themselves, their predecessors, successors, parents, subsidiaries, affiliates, assigns and agents, each hereby acquit and forever release, waive and discharge any and all claims, demands, liabilities, causes of action, defenses or other rights of any kind, whether equitable or legal, known or unknown, which ASSIGNOR or ASSIGNEE may have had or has now against the other party or the other party's agents, servants, representatives, employees, successors and assigns that touch upon or concern the Easement Rights.
7. This Assignment and Special Warranty Deed shall be governed by and construed in accordance with the laws of the State of Utah, excluding its conflicts of law provisions. Unless the parties mutually agree otherwise, any controversy or claim arising out of or relating to this Assignment and Special Warranty Deed, must be resolved by arbitration by a sole, single arbitrator in accordance with the CPR Institute for Dispute Resolution's Rules for Non-Administered Arbitration. This agreement to arbitrate is specifically enforceable. The award tendered by the Arbitrator will be final, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction.
8. This Assignment and Special Warranty Deed may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one instrument.



The parties agree to the terms and conditions stated herein:

LIGHTSOURCE TELECOM I, LLC:

QWEST COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name: Eli S. Asher  
Its: Chairman of the Board of Directors

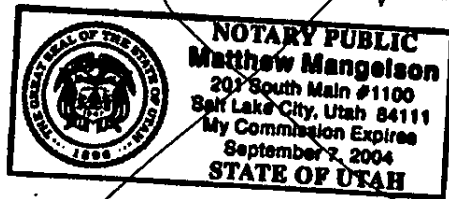
By: James E. Thomas  
Name: JAMES E. THOMAS  
Its: DIRECTOR

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

~~On the 2 day of April, 2002, this Agreement was acknowledged before me by Eli S. Asher, Chairman of the Board of Directors of LightSource Telecom I, LLC, an Ohio limited liability company. MEM~~

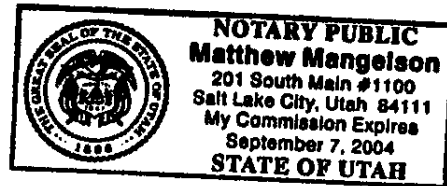
~~\_\_\_\_\_  
Notary Signature and Seal~~

STATE OF Utah )  
:SS  
COUNTY OF Salt Lake )



On the 2 day of April, 2002, this agreement was acknowledged before me by James E Thomas, a Director of Qwest Communications Corp., a Delaware profit corporation.

~~\_\_\_\_\_  
Notary Signature and Seal~~



# EXHIBIT

7942116  
07/06/2001 04:32 PM 16-00  
Book - 8476 Pg - 8210-8213  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDER'S TITLE  
BY: SEN. DEPUTY - WI & P.

When recorded return to:  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

CHICAGO TITLE INS. CO.  
113 St. Clair Ave. #400  
CLEVELAND, OHIO 44114  
ATTN: SANDY KLEIN

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9113457

## EASEMENT AGREEMENT [Western Springs L.C.]

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 25<sup>th</sup> day of June, 2001, by and between WESTERN SPRINGS L.C., a Utah limited liability company ("Grantor"), and LIGHTSOURCE TELECOM, LLC, an Ohio limited liability company ("Grantee").

### RECITALS:

A. On October 30, 2000, Grantor recorded a plat captioned as "Western Springs Subdivision, Phase I Final Plat," recorded as Entry No. 7749012 in Book 2000 of Plats at Page 297 of Salt Lake County Recorder, State of Utah ("Plat") against a certain parcel of real property located in Section 31, Township 3 South, Range 1 West, and Section 36, Township 3 South, Range 2 West, Salt Lake Base & Meridian, Salt Lake County, Utah ("Platted Land").

B. Pursuant to the Plat, Grantor granted, reserved and/or identified certain easement areas as shown on the Plat. Grantor is presently the owner of fee simple title to all of the Platted Land, except for the lot identified as "Phase I Lot 1" on the Plat ("Lot 1").

C. Grantor and Grantee are parties to a certain Telecommunications Installation and Services Agreement ("ISA") dated August 14, 2000, pursuant to which Grantee has installed or will install a telecommunications system and provides or will provide or cause to be provided telecommunications services, all as more particularly provided in the ISA, as the same may be amended from time to time.

D. Grantee desires certain easements on and over the Platted Land and Grantor is willing to grant such easements, as more particularly provided herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the premises, mutual covenants and obligations contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee agree as follows:

1. Incorporation of Recitals. The foregoing Recital paragraphs are hereby incorporated into this Agreement as if fully set forth herein.

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2. Grant of Easement.

(a) Grantor, for itself and its successors and assigns, hereby grants to Grantee, its successors and assigns, a perpetual apportionable right-of-way and easement on, over, under, through and across the areas identified or designated on the Plat as utility easement areas or easement areas for access for the construction, repair, maintenance and eventual replacement of utility lines, said easement areas also being identified on the Plat as follows: (i) Easements #1, #2, #5 and #6, (ii) a seven (7) foot wide utility and drainage easement located along all lot lines and a ten (10) foot wide utility and drainage easement located along the outside perimeter of the public roadways, and (iii) the public rights-of-way shown on the Plat (collectively, "Facility Easement Areas"). Said right-of-way and easement shall be for the purpose of constructing and installing such underground lines, cables, ducts, conduits and pipes, and such equipment, systems, surface or pad-mounted transformers, manholes, vaults, pads, pedestals and other facilities and improvements, as Grantee deems necessary or convenient for telecommunications purposes or otherwise in connection with providing Telecommunications Services (including, without limitation, telephone, Internet access, data transmission, security system monitoring and like services) (all of the foregoing lines, facilities and improvements are hereinafter collectively referred to as the "Telecommunications System"), including, without limitation, the right to use, operate, inspect, improve, maintain, repair, replace, add to, enlarge, upgrade, relocate and remove any of the foregoing at such locations as Grantee may determine within the Facility Easement Areas and to do all things in connection therewith that may be requested or required by any governmental authority having jurisdiction or any applicable laws or regulations.

(b) Grantor, for itself and its successors and assigns, hereby grants to Grantee, its successors and assigns, a perpetual apportionable exclusive easement on, over, under, through and across the easement area identified on the Plat as Easement #7 ("Building Easement Area") for the purpose of constructing and installing a building and related improvements to house or contain components of the Telecommunications System ("Equipment Building") and all utilities necessary or convenient to serve such Telecommunications System, including, without limitation, the Equipment Building, together with such lines, cables, ducts, conduits, pipes, equipment, systems, transformers, manholes, vaults, pads, pedestals and other facilities and improvements as Grantee deems necessary or convenient for telecommunications purposes or otherwise, all in connection with providing Telecommunications Services. The foregoing rights shall include, without limitation, the right to use, operate, inspect, improve, maintain, repair, replace, add to, enlarge, upgrade, relocate and remove any Telecommunications System, including, without limitation, the Equipment Building or other structures and improvements installed pursuant to this Section and to do all things in connection therewith that may be requested or required by any governmental authority having jurisdiction or any applicable laws or regulations. The foregoing rights shall also include, without limitation, the right to connect the Telecommunications System located in the Building Easement Area to any Telecommunications System or other facilities located outside of the Building Easement Area, including those serving other subdivisions or systems.

(c) The Facility Easement Areas and the Building Easement Area are referred to collectively herein as the "Easement Areas". Grantee shall have the right, without liability therefor, to trim, cut or remove trees, roots and landscaping, including lawns, flowers and shrubbery, which

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may interfere with the exercise of Grantee's rights hereunder or otherwise endanger or interfere with the operation of the Telecommunications System or the provision of Telecommunications Services. Grantee shall have the right of free and non-exclusive ingress and egress over the Platted Land as may be reasonably necessary for access to the Easement Areas, Equipment Building and Telecommunications System at all times for the purpose of exercising the rights granted herein, including, without limitation, access to and from any adjoining public or private streets or rights-of-way. During the performance of any construction, installation, replacement, repair and like activities involving the Telecommunications System or Equipment Building, Grantee shall have the right, on a temporary basis from time to time, to use such part of the land adjoining the Easement Areas for the placement of construction equipment, vehicles, excavated soil and the like to the extent reasonably necessary to perform said activities. Grantor shall not erect or permit to exist any buildings or similar structures within the Easement Areas.

3. Title to Platted Land. Grantor represents and warrants that Grantor owns good and marketable fee simple title to the Platted Land except for Lot 1 on the Plat and has all requisite right and authority to grant the easements granted herein.

4. Title to Easement Improvements. Grantor acknowledges and agrees that the Telecommunications System, Equipment Building and easement improvements installed by or for Grantee shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without the express and prior written consent of Grantee.

5. Covenants Running With Land. The easements, rights, covenants, restrictions and obligations set forth herein touch and concern and shall run with the land of the Platted Land and all parts or subdivisions of the Platted Land. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, and each successive owner of the Platted Land and any parts or subdivisions of the Platted Land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

WESTERN SPRINGS L.C.,  
a Utah limited liability company

By: 

Print Name: Terry C. Dierke

Title: \_\_\_\_\_

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GRANTEE:

LIGHTSOURCE TELECOM, LLC,  
an Ohio limited liability company

By: [Signature]

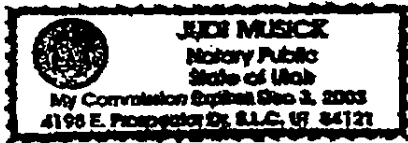
Name: Elis S. Asher

Title: Chairman

STATE OF UTAH )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

The foregoing instrument was acknowledged before me this 13th day of June 2001, by Terry S. Dient, the manager of WESTERN SPRINGS L.C., a Utah limited liability company, who acknowledged that he/she did sign the foregoing instrument on behalf of said company and that the same is his/her free act and deed in such capacity and the free act and deed of said company.



Judi Musick  
Notary Public  
My commission expires: Dec 3, 2003

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

SS:

The foregoing instrument was acknowledged before me this 25th day of June 2001, by Elis S. Asher, the Chairman of LIGHTSOURCE TELECOM, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of said company and that the same is his free act and deed in such capacity and the free act and deed of said company.

ACCOMODATION RECORDING ONLY  
FOUNDERS TITLE COMPANY MAKES NO  
REPRESENTATION AS TO CONDITION  
OF TITLE NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF THIS  
DOCUMENT OR THE RECORDING THEREOF

[Signature]  
Notary Public  
My commission expires:



CONNIE BLIRICH  
Notary Public, State of Ohio  
My Commission Expires April 28, 2001

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RXLP WESTERN SPRINGS PH 1			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	1	26-36-226-001-0000	NO
		L	2	26-36-200-023-0000	NO
		L	3	26-36-200-024-0000	NO
		L	4	27-31-101-002-0000	NO
		L	5	27-31-101-001-0000	NO
		L	6	27-31-151-001-0000	NO
		L	7	27-31-151-002-0000	NO
		L	8	27-31-151-003-0000	NO
		L	9	27-31-151-004-0000	NO
		L	10	27-31-152-007-0000	NO
		L	11	27-31-152-005-0000	NO
		L	12	27-31-152-003-0000	NO
		L	13	27-31-152-001-0000	NO
		L	14	27-31-152-002-0000	NO
		L	15	27-31-152-004-0000	NO
		L	16	27-31-152-006-0000	NO
		L	17	27-31-152-008-0000	NO
		L	18	27-31-154-001-0000	NO
		L	19	27-31-154-002-0000	NO
		L	20	27-31-154-003-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN

RXLP WESTERN SPRINGS PH 1			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	21	27-31-154-004-0000	NO
		L	22	27-31-154-005-0000	NO
		L	23	27-31-153-017-0000	NO
		L	24	27-31-153-016-0000	NO
		L	25	27-31-153-015-0000	NO
		L	26	27-31-153-014-0000	NO
		L	27	27-31-153-001-0000	NO
		L	28	27-31-153-002-0000	NO
		L	29	27-31-153-003-0000	NO
		L	30	27-31-153-004-0000	NO
		L	31	27-31-153-005-0000	NO
		L	32	27-31-153-006-0000	NO
		L	33	27-31-153-007-0000	NO
		L	34	27-31-153-008-0000	NO
		L	35	27-31-153-009-0000	NO
		L	36	27-31-153-010-0000	NO
		L	37	27-31-153-011-0000	NO
		L	38	27-31-153-012-0000	NO
		L	39	27-31-153-013-0000	NO
		L	40	27-31-100-043-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN