

**EXHIBIT J(1)**

**RELEASE OF CLAIMS – PRIOR LANDOWNER**

This Release of Claims (“Release”) is given by the undersigned (whether one or more, the “Claimant”) pursuant to the Idaho Class Settlement Agreement, as of January 18, 2011 (the “Settlement Agreement”) in settlement of any and all Settlement Claims (defined below).

**DEFINITIONS**

“**Center Line**” means the center line of the Right of Way in any Segment or Corridor.

“**Designate**” means for a Settling Defendant to list a Right of Way for inclusion under the Settlement Agreement by describing it in Exhibit A to the Settlement Agreement.

“**Released Parties**” means (1) the Settling Defendants; (2) any Right-of-Way Providers; (3) any Person to which a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred all or any part of (or any right to use) any portion of a Telecommunications Cable System; (4) any Person to which a Settling Defendant hereafter sells, grants, leases, or otherwise transfers all or any part of (or any right to use) any portion of a Telecommunications Cable System; (5) any Person that has heretofore sold, granted, leased, or transferred to a Settling Defendant all or any part of (or any right to use) any portion of a Telecommunications Cable System; and (6) the predecessors, successors, and past and present predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, lessees, assigns, parents, subsidiaries, and affiliates, officers, directors, agents, attorneys, insurers, and employees of any Released Party included in clauses (1) through (6) of this paragraph.

“**Right of Way**” means all real property in any Settlement Corridor that is or was used as a railroad right of way, in which any portion of a Telecommunications Cable System is located and which a Settling Defendant has Designated for inclusion in this Agreement. The term “Right of Way” is used in this definition in a generic sense and is not an attempt to define the actual legal ownership interest in real property of the Right-of-Way Provider, whether as an easement, in fee, or otherwise.

“**Right-of-Way Provider**” means, as to any Segment of any Settlement Corridor, any railroad, and its predecessors, successors, predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, and assigns, past or present, from which a Settling Defendant acquired, purported to acquire, or through which it claims rights to install, occupy, maintain, or use a Telecommunications Cable System in that Segment, including without limitation, the railroads and other entities set forth in Exhibit L to the Settlement Agreement, a copy of which is attached hereto and made a part hereof.

“**Segment**” means a portion of a Settlement Corridor described by metes and bounds as follows: beginning at a specified point on the Center Line, thence right along a line perpendicular to the Center Line to the lateral boundary of the Corridor, thence right along the lateral boundary of the Corridor to a second point, thence right along a line perpendicular to the Center Line to the opposite lateral boundary of the Corridor, thence right along the lateral

boundary of the Corridor to the intersection of that lateral boundary with a line perpendicular to the Center Line and passing through the point of origin; thence along that line to the point of origin. Segment boundary lines that are perpendicular to the Center Line shall be chosen so that (1) the per-linear-foot amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in any Segment and (2) a boundary line shall pass through (a) any point at which a component of a Telecommunications Cable System intersects (i) the Center Line or (ii) a lateral boundary of the Right of Way and (b) any point at which the boundary line of a Class Member's Covered Property intersects or meets the lateral boundary of the Right of Way, *provided*, that if a Segment includes two Cable Sides, the amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in such Segment on the same Cable Side, but may be different for opposite Cable Sides in the same Segment.

**"Settlement Claims"** means all claims arising out of or relating to any Settling Defendant's ownership, installation, occupation, maintenance, or use of a Telecommunications Cable System or any component of a Telecommunications Cable System, that has been installed on or in an Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, or Idaho Pre-1875 Land-Grant Settlement Corridor, or any other claims addressed in or arising out of the subject matter of this Agreement or the Class Complaint or that could have been alleged in the Class Complaint, including without limitation claims for trespass, unlawful entry, slander of title, quiet title, breach of covenant, unjust enrichment, criminal mischief, criminal trespass, inverse condemnation, conversion, conspiracy, injunctive relief, declaratory judgment, compensatory, consequential and punitive damages, and any and all such claims, including assigned claims, offsets, and counterclaims, whether known or unknown, whether or not concealed or hidden, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members, or their successors, heirs, or assigns, against a Settling Defendant and/or any Released Party, *provided*, however, that Settlement Claims do not include (1) claims against any Released Party arising out of the ownership, occupation, maintenance, or use of any telecommunications cable system, or any component of a telecommunications cable system, other than a Telecommunications Cable System, (2) claims for bodily injury or physical harm or damage to property located or situated outside the lateral boundaries of the Right of Way, or (3) claims by Settling Defendants against any Right-of-Way Provider, insurer, or other third party for contribution, indemnification, or insurance benefits, which claims Settling Defendants specifically reserve; or (4) claims arising out of alleged violations of this Agreement.

**"Settlement Corridor"** or **"Corridor"** means any Right of Way that one or more Settling Defendants has Designated in Exhibit A hereto and includes Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, and Idaho Pre-1875 Land-Grant Settlement Corridor.

**"Settling Defendants"** means Sprint Communications Company L.P., Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc., and their respective predecessors, successors, assigns, parents, affiliates, and subsidiaries.

**"Telecommunications Cable System"** means a telecommunications cable system (including underground and surface cables, conduits, wires, fibers, pipes, ducts, waveguides,

surface testing terminals, manholes, markers, regeneration huts, hand holes, splice vaults, poles, optical or electronic equipment, signs, and related facilities necessary and appropriate for installation, use, repair, or maintenance of such components), and any components thereof that are (1) located within a Right of Way and (2) have been, are now, or are hereafter constructed, installed, owned, or operated by any Settling Defendant, by any parent, subsidiary, or affiliated entity of any Settling Defendant, or by any person or entity to whom a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred, or hereafter sells, grants, leases or otherwise transfers, the right to operate any portion of a telecommunications cable system.

### **RELEASE**

Claimant has made a claim for a payment under the Settlement Agreement. In exchange for the right to make a claim and any payment made to Claimant, Claimant desires to release the Released Parties from any and all Settlement Claims. NOW THEREFORE:

1. Claimant, for himself, herself, themselves, or itself, and all successors, heirs, and assigns, completely releases and forever discharges the Released Parties from any and all Settlement Claims.

2. Claimant acknowledges that Claimant may hereafter discover claims or facts in addition to or different from those that Claimant knew or believed to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected the settlement. Nevertheless, Claimant hereby waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts and any protections for such claims provided by the statutory or non statutory law of any jurisdiction.

3. The consideration stated above is the sole consideration for this Release and it is expressly understood and agreed that Claimant accepts such consideration in full settlement of all Settlement Claims.

4. Claimant agrees that the payment of any sum by the Settling Defendants shall not be considered an admission of any liability of wrongdoing and that no past or present wrongdoing on the part of the Released Parties shall be implied by the settlement or payment of claims.

5. The Settlement Agreement and this Release of Claims constitute the entire agreement between the Claimant and the Settling Defendants with regard to the Settlement Claims.

6. Notwithstanding anything contained here to the contrary, this Release shall not be effective with respect to a Settling Defendant who shall fail to provide the Claims Administrator with funds sufficient to pay all claims for benefits that the Claims Administrator has accepted in accordance with the Settlement Agreement, and owed by such Settling Defendant, unless Claimant shall actually receive the payment owed Claimant from funds provided by such Settling Defendant.

7. This Release may be enforced by any Released Party.

CLAIMANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Spouse's signature (if applicable)

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, duly commissioned in and for the State of \_\_\_\_\_ and County of \_\_\_\_\_, aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2011, \_\_\_\_\_ personally appeared \_\_\_\_\_, to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_