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Vol M02 Page 20531

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Qwest Communications Corporation
1801 California Street, Suite 3800
Denver, Colorado 80202
Attention: General Counsel

State of Oregon, County of Klamath
Recorded 04/08/2002 2:56 p m.
Vol M02, Pg 20531-37
Linda Smith, County Clerk
Fee \$ 51⁰⁰ # of Pgs 7

C02-89

(Space Above For Recorder's Use)

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT (this "Easement"), dated March 12, 2002 (the "Effective Date"), is by 360NETWORKS (USA) INC., a Nevada corporation ("360"), to and for the benefit of QWEST CORPORATION, a Colorado corporation ("Qwest"). The following statements are a material part of this Easement:

A. 360 and Qwest are parties to that certain Fiber Optic Lease and IRU Agreement dated as of June 2000, as amended by that certain First Amendment dated on or about January 30, 2002 (as amended, and as may be further amended or otherwise modified from time to time, the "IRU Agreement"). Each capitalized term used and not otherwise defined herein shall, unless the context otherwise indicates, have the meaning set forth for it in the IRU Agreement.

B. 360 is the owner of those certain parcels of real property located at 40920 Highway 97 North, in the City of Chiloquin, and 109120 U.S. Highway 97 North, in the City of Chemult, each in the County of Klamath, Oregon, and each as more particularly described on Exhibit A attached hereto and incorporated herein (the "Regeneration Facilities").

C. Pursuant to the terms of the IRU Agreement, 360, as Licenser, and Qwest, as Licensee, have entered into that certain License Agreement, dated as of July 14, 2000 (as may be amended or otherwise modified from time to time, the "License Agreement"), pursuant to which, in conjunction with the IRU Agreement, 360 has granted to Qwest the right to install, access and operate certain telecommunications equipment and facilities located at the Regeneration Facilities.

D. In furtherance of the rights granted by 360 to Qwest pursuant to the IRU Agreement and the License Agreement, 360 desires to grant to Qwest, certain easements over and across the Regeneration Facilities, for the purposes set forth herein.

THEREFORE, in consideration of the covenants contained in this IRU Agreement and License Agreement and for other good and valuable consideration, receipt of which is acknowledged, the following grants and covenants are made by 360:

K51.

1. GRANT OF EASEMENT

360 hereby grants and conveys to Qwest a non-exclusive easement over and across the Regeneration Facilities, for access, ingress and egress to and from the equipment rack spaces located at the Regeneration Facilities as more particularly described in the License Agreement (the "Racks") to the extent of and for the purposes set forth in the IRU Agreement and the License Agreement.

2. TERM

The easements granted hereunder shall be coterminous with the License Agreement.

3. COVENANTS RUNNING WITH LAND

The rights and obligations granted hereunder shall run with the land and shall bind each owner of the Regeneration Facilities and every other person having any fee, leasehold or other interest in any portion of such Regeneration Facilities, at any time and from time to time, to the extent that such portion of such Regeneration Facilities is affected or bound by the provisions in question, and shall inure to and be for the benefit of Qwest.

4. NOTICE

All notices required or permitted by this Easement shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Easement shall be deemed given when received or refused and shall be directed to the following addresses:

(a) If to Qwest:

Qwest Communications Corporation
555 17th Street, 7th Floor
Denver, Colorado 80202
Attention: Vice President, Transport Engineering

with copies to:

Qwest Communications Corporation
555 17th Street, 7th Floor
Denver, Colorado 80202
Attention: Contracts Manager, Field Operations

and:

Qwest Communications Corporation
1801 California Street, Suite 3800
Denver, Colorado 80202
Attention: General Counsel

(b) If to 360:

360networks (USA) inc.
12202 Airport Way, Ste. 300
Broomfield, Colorado 80021
Attention: Contracts Management

5. SEVERABILITY

If any provision of this Easement shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Easement or the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the instrument as a whole.

6. GOVERNING LAW

This Easement and the terms hereof shall be governed by and construed in accordance with the laws of the State of Oregon.

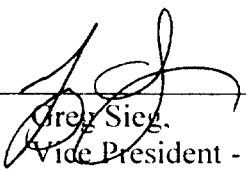
7. CONSTRUCTION

The rule of strict construction does not apply to this grant of Easement. This Easement shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Qwest is carried out.

IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

360:

360NETWORKS (USA) INC.,
a Nevada corporation

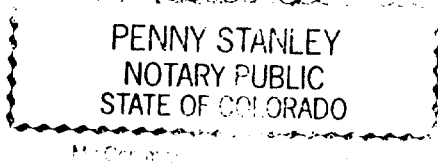
By:  _____
Greg Sieg,
Vice President - Operations

STATE OF Colorado)
COUNTY OF Broomfield) ss

On April 2, 2002, before me, Penny Stanley,
personally appeared Greg Sieg

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Penny Stanley
Notary Public

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF REGENERATION FACILITIES

The following described real property situated in Klamath County, Oregon:

CHEMULT PROPERTY

A portion of the SW/4 SW/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon described as follows:

Beginning at a point on the South line of said Section 21, which point is 435.6 feet East of the Southwest corner of said Section 21, said point also being the Southeast corner of that certain parcel of land conveyed from G.C. Palmer, et ux to Charles A. Wing, et al, by Deed dated November 2, 1945 recorded July 26, 1948 in Volume 223 page 195, Deed records of Klamath County, Oregon; thence North along the East line of the above mentioned parcel of land, 800 feet; thence East to a point which is 300 feet from, when measured at right angles to, the Southwesterly right of way line of the Dalles-California Highway, as now located and constructed; thence South 19 degrees 24' East along a line parallel to and 300 feet from, when measured at right angles to, the Dalles-California Highway, to the South line of the SW/4 SW/4 of said Section 21; thence West along the South line of said Section 21, 328.9 feet, more or less, to the point of beginning.

TOGETHER WITH an exclusive 20 foot easement for ingress and egress over and across the following described real property, to-wit:

A portion of the SW/4 SW/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly line of the right of way of the Dalles-California Highway which is South 19 degrees 24' East 130 feet from the Southeast corner of Lot 1, Block 7, Chemult, Klamath County, Oregon; thence South 70 degrees, 36' West 300 feet; thence South 19 degrees 24' East 375 feet; thence North 70 degrees 36' East 300 feet more or less to the Westerly line of the Dalles-California Highway; thence along the Westerly line of the right of way of said highway, North 19 degrees 24' West 20 feet; thence South 70 degrees 36' West 300 feet; thence south 19 degrees 24' East 20 feet to the point of beginning.

CHILOQUIN PROPERTY

That portion of the NW/4 SE/4 NE/4 of Section 28, Township 34 South, Range 7 East of the Willamette Meridian in the County of Klamath, State of Oregon, lying Westerly of State Highway 97 and Easterly of a dirt road, being more particularly described as follows:

Beginning at an iron pin on the intersection of the Westerly right of way of said Highway 97 and the North line of said NW/4 SE/4 NE/4 of Section 28; thence North 89 degrees 14' 34" West,

418.97 feet to a point; thence South 10 degrees 27' East 370.78 feet to a point; thence South 3 degrees 40' West 306.25 feet, more or less, to a point on the South line of said NW/4 SE/4 NE/4 of Section 28; thence South 89 degrees 41' 56" East 360.13 feet, more or less, along said South line to an iron pin on the Westerly right of way line of said Highway 97; thence Northerly along said highway right of way to the point of beginning.

EXCEPTING from the above described property that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Warranty Deed recorded June 26, 1990 in Volume M90 page 12549, Deed Records of Klamath County, Oregon.