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05/04/2001 12:17 PM 22.00
Book - 8454 Pg - 57-63
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
360NETWORKS
12101 AIRPORT WAY
BROOMFIELD CO 80221
BY: SBK, DEPUTY - WI 7 P.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, John H. Harland Company, a Georgia corporation, whose mailing address is 2939 Miller Road, Decatur, GA 30035 ("Grantor"), for themselves and their successors, assigns, personal representatives, devisees and heirs, as the owners of the property hereinafter described (the "Property"), do hereby grant, bargain, sell and convey to 360networks (USA) inc., a Nevada corporation whose mailing address is 12101 Airport Way, Broomfield, CO 80221, its successors and assigns ("Grantee"), a perpetual non-exclusive easement and right of way, together with the rights and privileges herein granted, all improvements located thereon, and with a width and centerline as indicated below (the "Easement"), to be used for any lawful purpose, including but not limited to, locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, enlarge, relocate, lay, install, test, substitute, renew, reconstruct, restore, abandon and remove (collectively "Construct, Operate and Maintain") an underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes and manholes, at any time, for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee in, and under, through and across the following described Property located in the County of Salt Lake, State of Utah, to-wit:

TAX PARCEL #: 07-36-229-004

Part of the Northeast Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian;

Together with the right of ingress and egress to, from and along the Easement and the right to use any gates and roads, now-existing or subsequently created, for the aforesaid purposes (Grantee agrees to restore any damage to such lands, gates or roads caused by its use thereof as described below), and a temporary work space 20 feet in width lying East, adjacent to and parallel to the perpetual easement, said temporary working space limited to initial construction which shall be completed within 10 days of commencement of the same.

The Easement shall extend for five feet on each side of the centerline of the initially installed working communications system installed more particularly defined on Exhibit "A" attached hereto and shown on Exhibit "B" incorporated herein by reference, subject to the Grantee's right to the use of a temporary workspace described above.

Grantee shall restore the surface of the Easement and temporary workspace as nearly as reasonably practicable to its original condition, grade and level after performing any construction or other work that disturbs the surface.

Grantor shall not interfere with or impair or permit others to interfere with or impair in any way Grantee's use and enjoyment of this Easement, the exercise of the

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rights herein granted to Grantee or the Construction, Operation or Maintenance of Grantee's facilities. Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade above, below, on, over, along or across the area of the Easement with the prior written consent of Grantee which consent shall not be unreasonably withheld.

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. The terms and provisions of this Agreement 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, administrators, executors, devisees and heirs.

Grantee shall indemnify Grantor against any damages, costs and expenses and shall save Grantor harmless for all claims for damages by third parties and any loss and liabilities which may be incurred by reason of Grantee's use, construction or enjoyment of Easement Area except to the extent such damage is caused by the negligence or willful misconduct of the Grantor. However, the Grantor and the Grantee agree to waive and release each other from any and all claims for indirect, special or consequential damages, loss of revenue, loss of use or claims against each other, no matter how caused, and both the Grantor and Grantee acknowledge and agree that neither party has any obligation to indemnify any other party for such damages.

This instrument fully sets forth the terms and conditions of the Agreement. There are no prior or contemporaneous oral or other written agreements, between Grantor and Grantee that modify, alter, or amend this Agreement. This instrument may be modified or amended only in writing duly executed and acknowledged by the parties hereto.

Grantee may apportion and assign, lease or transfer this Easement in whole or in part.

Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, suits, administrative actions, fines, direct damages, loss, cost or expenses (including attorneys fees) related to or arising out of any hazardous, harmful or toxic fuels, fluids, emissions, materials or other substances created or brought on to the premises by Grantee its employees or agents. The foregoing shall not apply to any hazardous or toxic fuels, fluids, emissions, materials or other substances existing on the premises prior to the grant of this easement.

TO HAVE AND TO HOLD the Easement, temporary workspace, rights and privileges unto Grantee, its successors and assigns forever and Grantor hereby binds Grantor, Grantor's heirs, devisees, personal representatives, successors and assigns, to warrant and forever defend all and singular the Easement, temporary workspace and the property rights, privileges and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the

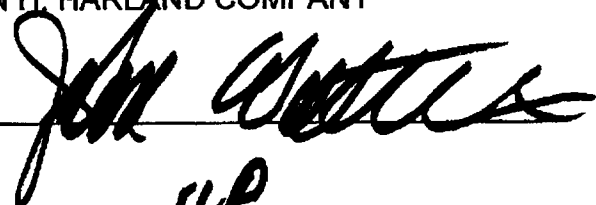
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same or any part thereof. Further, the Grantor represents and warrants that it is lawfully seized and possessed of the Property and has the lawful right and authority to enter into and deliver this Easement unto Grantee.

This Easement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same Easement.

Executed and delivered this 1st day of MAY, 2001.

GRANTOR:
JOHN H. HARLAND COMPANY

By: 
It's: VP

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EXHIBIT "A"

Attached to and hereby made a part of that GRANT OF EASEMENT dated the 15 day of MAY, 2001, by and between John H. Harland Company, a Georgia Corporation (Grantor), and 360networks (USA) inc., (Grantee).

EASEMENT DESCRIPTION

TAX PARCEL#: 07-36-229-004

An easement over and across a 10.00 foot wide strip of land located in the Northeast Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base & Meridian, being the Westerly 10 feet of an entire tract which is part of Lot 2, Salt Lake International Center Plat 7, and being 5.00 feet on each side of the following described centerline:

Beginning at a point on the Northerly boundary line of the subject property and Lot 2, Salt Lake International Center Plat 7 which is 336.43 feet South 89 degrees 58' 00" West along said line from the Northeast corner of said Lot 2, said point also being 1376.79 feet North 89 degrees 58' 00" East along the Section line and 981.00 feet South 00 degrees 02' 00" East from the North Quarter corner of said Section 36; and running thence South 00 degrees 02' 00" 301.00 feet to the Southerly boundary line of said property and Lot 2, and also the termination of the easement center line at the Northerly boundary line of the Goggin Drain Easement. .

SIGNED FOR IDENTIFICATION:

GRANTOR:
JOHN H. HARLAND COMPANY

By: 

It's: _____

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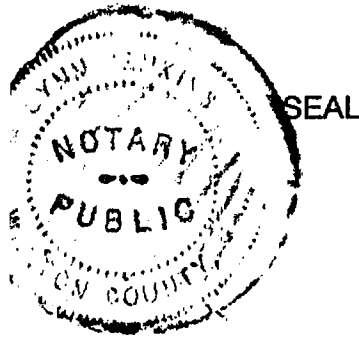
Attached to, and hereby made a part of that GRANT OF EASEMENT dated the 1st day of May, 2001, by and between John H. Harland Company, a Georgia Corporation (Grantor), and 360networks (USA) inc.,

(Acknowledgment)

State of Georgia)
County of DeKalb) ss.

On MAY 1, 2001, before me, personally appeared JOHN C. WALTERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities, and that their signatures on the instrument and persons, or entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lynn Jenkins
Notary Public for Georgia

LYNN JENKINS
Printed or Stamped Name of Notary

WALTON
County of Residence for Notary

11-29-03
Date My Appointment Expires

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