

Blue Spruce Investments
PO Box 890
Clinton, Utah 84015

E 1343658 B 3249 P 470
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 MAR 18 9:52 AM FEE 14.00 DEP MT
REC'D FOR EQUITY TITLE AGENCY

2138351 NE 10-4n-2w
12-051-0033pt

GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 17 day of March, 2003, between Syracuse City, a municipality organized and existing under the laws of the State of Utah, its assigns, and Bluespruce Investment Company, hereinafter referred to as Investment Company.

In the consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Grant of Easement Across Subject Property.** Subject to the terms and conditions of this Agreement, Syracuse hereby grants and conveys to Investment Company a 50-foot easement along the north fifty (50) feet of Syracuse's property, which easement is located in Davis County, Utah, and more particularly described in the attached Exhibit C-1.

2. **Grant of Easement Across UP&L Property.** As part of Investment Company's sale of the subject property to Syracuse, Investment Company conveyed to Syracuse its seventy-five (75) foot wide "easement for roadway purposes" in the UP&L property, which reservation of easement is contained in the Warranty Deed from Dean W. Tanner and Dorothy S. Tanner to Utah Power & Light Company, dated June 15, 1977. Syracuse hereby grants to Investment Company the right to continue using the UP&L easement according to the purposes and terms stated herein.

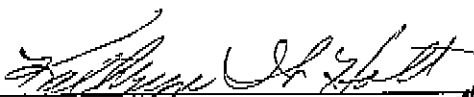
3. **Purpose.** The purpose of this Grant of Easement is to allow access by Investment Company to Investment Company's 15 acres of property directly to the west of Syracuse's property, and to allow Investment Company to continue to use an irrigation ditch that currently exists on Syracuse's property and which serves Investment Company's property. This Grant of Easement shall be used for no other purposes nor does it convey any additional rights than those stated.


4. **Maintenance.** Investment Company shall be responsible to maintain the irrigation ditch for its use in a reasonable and safe manner.

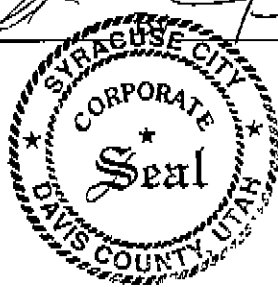
5. **Termination.** This Grant of Easement is for Investment Company's use only and is not assignable without the written consent of Syracuse. This Grant of Easement shall terminate upon the sale or transfer of Investment Company's property which is served by the irrigation ditch, upon abandonment by Investment Company, or ten (10) years from the date hereof, whichever occurs first.

ATTEST:

SYRACUSE, a Municipal Corporation
Of the State of Utah

By: 
City Recorder

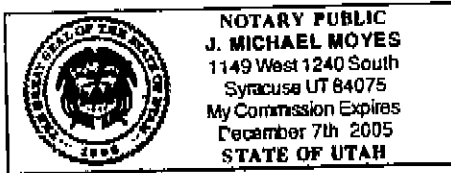

Fred Panucci, Mayor



STATE OF UTAH)
 :
COUNTY OF DAVIS)

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On the 17 day of March, 2003, personally appeared before me Fred Panucci, who being duly sworn by me did say that he is the Mayor of Syracuse City, and acknowledged before me that he executed the forgoing on behalf of Syracuse City.



J. Michael Moyes
NOTARY PUBLIC

THIS GRANT OF EASEMENT ACCEPTED AND AGREED TO:

BLUE SPRUCE INVESTMENT LLC

By: *Fred Panucci*

EXHIBIT C-1

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legal description of easement

A 50.00 foot wide easement for the purpose of egress and ingress granted to Bluespruce Investments, LLC, ad Utah Limited Liability Company.

Beginning at a point North 00°08'31" East 659.10 feet along the Section line to the North line of the South Half of the South Half of the Northeast Quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and North 89°58'49" West 447.08 feet along said North line from the East Quarter Corner of said Section 10, said point also being on the West line of Utah Power & Light's property recorded as Book 691, Page 276 of the Davis County Recorder's Office; thence South 26°50'22" East 56.05 feet along said Utah Power & Light's property; thence North 89°58'49" West 1179.84 feet; thence North 00°00'59" East 50.00 feet to said North line; thence South 89°58'49" East 1154.52 feet along said North line to the point of beginning.

Area = 58,359 sq. ft. / 1.34 ac.