

PUBLIC UTILITY AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **The Joel and Ileen Brown Family Limited Partnership and Gubler Land and Livestock, Inc. (A Utah Corporation)**, hereinafter referred to as "Grantors," by the City of **Santa Clara**, hereinafter referred to as "Grantee". Grantors do hereby grant, transfer and convey unto the Grantee a perpetual easement to use, operate, inspect, repair, maintain, replace or expand public utilities and drainage facilities, under and along any portion of the property described herein which may be owned by Grantors in Washington County, State of Utah.

The perpetual easement shall be as described in Exhibit "A", attached hereto and incorporated herein by this reference.

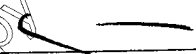
Grantee here agrees to maintain the easement in good repair so that Grantors can continue to make such use of the surface of said easement as does not interfere with its purposes as described herein, and in such a manner that no damage results to the adjacent land of Grantors. Grantors shall provide reasonable ingress and egress to and from said easement.

The benefits of this easement shall inure to the benefit of Grantee, or any municipal successor thereof, but shall not inure to or be for the benefit of any private assignee of Grantee.

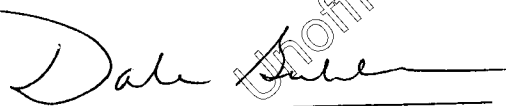
The undersigned covenant that they are the owners of the above-described property.

This document may be signed in Co-by counterpart signature attached to this original document and recorded in the office of the Washington County Recorder.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 20th day of May, 2002.


Joel Brown (Partner)
The Joel and Ileen Brown Family
Limited Partnership


Ileen Brown (Partner)
The Joel and Ileen Brown Family
Limited Partnership


Dale Gubler, President
Gubler Land and Livestock, Inc.
(A Utah Corporation)

STATE OF UTAH)
) ss.
COUNTY OF)

On the ~~5~~ day of _____, 20____, personally appeared before me **Joel Brown and Ileen Brown, Partners for The Joel and Ileen Brown Family Limited Partnership** and that they executed the foregoing easement and they did duly acknowledge to me that they executed the same for the uses and purposes stated therein.

My Commission Expires:

Notary Public
Residing In:

STATE OF UTAH)
) ss.
COUNTY OF)

~~BMS Dale~~ On the 20th day of May, 2002, personally appeared before me **Lonne M. Gubler, President for Gubler Land and Livestock, Inc. (A Utah Corporation)**, and that he executed the foregoing easement and he did duly acknowledge to me that he executed the same for the uses and purposes stated therein.

My Commission Expires:

Notary Public
Residing In:

Jan 28, 2005

Washington

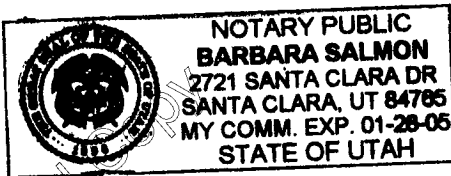


Exhibit "A"

Beginning at a point N 0°37'37" E 1330.56 feet along the section line and S 89°22'23" E 40.00 feet from the East quarter corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence N 0°37'37" E 20.00 feet; thence S 89°22'23" E 20.00 feet; thence S 0°37'37" W 20.00 feet; thence N 89°22'23" W 20.00 feet to the point of beginning.