

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 **Gubler Land and Livestock, Inc. (A Utah Corporation) and Gubler Family Trust**, 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.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 28th day of February, 2002.

Grantors
Dale Lonne M. Gubler
Dale Lonne M. Gubler
Gubler Land and Livestock, Inc.
(A Utah Corporation)

Dale Lonne M. Gubler Trustee
Dale Gubler, Trustee
Gubler Family Trust

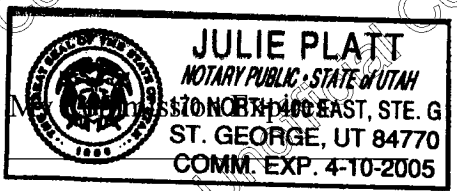
Sherée M. Gubler Trustee
Sherée M. Gubler, Trustee
Gubler Family Trust

Shandon D. Gubler Trustee
Shandon D. Gubler, Trustee
Gubler Family Trust

Suzanne B. Gubler Trustee
Suzanne B. Gubler, Trustee
Gubler Family Trust

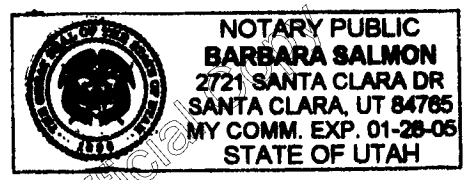
STATE OF UTAH)
) ss.
COUNTY OF)

On the 20th day of May, 2002, personally appeared before me ~~Dale Lonne M. Gubler, President~~ **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.



Julie Platt
Notary Public
Residing In: Washington

STATE OF UTAH)
) ss.
COUNTY OF)



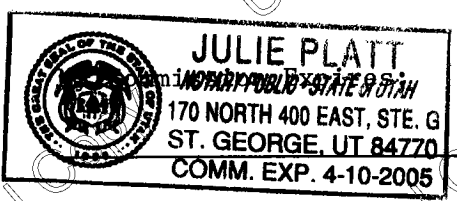
On the 28th day of February, 2002, personally appeared before me **Dale Gubler, Trustee, Sheree M. Gubler, Trustee, Shannon D. Gubler, Trustee and Suzanne B. Gubler, Trustee Gubler Family Trust**, and that they executed the foregoing easement and they did duly acknowledge to me that they executed the same for the uses and purposes stated therein.

Barbara Salmon
Notary Public
Residing In: Washington

My Commission Expires
Jan. 28, 2005

STATE OF UTAH)
) ss.
COUNTY OF)

On the 20th day of May, 2002, personally appeared before me **Shandon D. Gubler, Trustee and Suzanne B. Gubler, Trustee Gubler Family Trust**, and acknowledged 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.



Julie Platt
Notary Public
Residing In: Washington

Exhibit "A"

Beginning at a point N 0°37'37" E 2000.95 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.