

Parcel No. 00-0090-5959

When recorded send to:
Darrin Perkes
Dominion Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123

STORM WATER DRAINAGE EASEMENT

RFM REAL ESTATE, LLC, an Idaho Limited Liability Company, Grantor, for good and valuable consideration, hereby conveys to MORGAN CITY, a municipal corporation of the State of Utah, Grantee, a perpetual easement and right-of-way for access, construction, operation, and continued maintenance, repair, alteration, inspection and replacement of drainage facilities and related appurtenance (hereinafter collectively the "Facilities") in, upon, over, under, across and through lands owned by Grantor located in Morgan County, State of Utah, being more particularly described as follows:

An easement over, across and through a parcel of land located in the Northwest Quarter of Section 36, Township 4 North, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 583.93 feet South 00°10'30" East and 903.04 feet East from the Northwest corner of said Section 36 (Basis of Bearing being North 00°39'56" West between said Northwest corner of Section 36 and the Northwest corner of Section 25, Township 4 North, Range 2 East, Salt Lake Base & Meridian), and running thence North 37°33'00" East 9.08 feet; thence North 85°22'42" East 33.78 feet to a point of curvature with a 46.57 foot radius to the left; thence northeasterly 37.06 feet along the arc of said curve through a central angle of 45°35'11" (chord bears North 62°35'06" East 36.09 feet) to a point of reverse curvature with a 9.36 foot radius curve to the right; thence easterly 9.53 feet along the arc of said curve through a central angle of 58°18'25" (chord bears North 68°56'43" East 9.12 feet); thence South 82°22'10" East 25.76 feet; thence South 40°17'00" West 85.19 feet; thence North 52°27'00" West 63.32 feet to the POINT OF BEGINNING.

Contains 3,073 square feet or 0.07 acres, more or less.

Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the Easement as long as such improvements do not interfere with the Grantee's access and use of the Easement.

Grantee shall have the right to cut and remove timber, trees, bush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the Grantee's use, occupation, or enjoyment of this Easement, without liability to Grantor, and without obligation of restoration or compensation.

Grantee shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection, and replacement of the Facilities.

IN WITNESS WHEREOF, Grantor has executed this instrument this 6th day of April, 2023.

RFM REAL ESTATE, LLC

By: [Signature]

Print Name: Mark Ridley AKA D. Mark Ridley one and the same

Its: Manager

ACKNOWLEDGMENT BY A LIMITED LIABILITY COMPANY:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of April, 2023, before me, the undersigned Notary Public in and for said State, personally appeared D. Mark Ridley, known or identified to me to be the (manager / member) of RFM REAL ESTATE, LLC, the limited liability company that executed the foregoing instrument and duly acknowledged to me that said entity executed the same.

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

[Signature] (signature)

NOTARY PUBLIC FOR IDAHO (state)

Residing at: BORER, ID (address)

My Commission Expires: 7.8.27

