

Filed for record and recorded June 8, A.D., 1949, at 10:00 o'clock A. M.

Quinn Somerville
County Recorder

No. 24077

PIPELINE EASEMENT

THIS AGREEMENT made and entered into this 31st day of May, 1949, by and between JOHN R. GAILLEY, H. J. BARNES and JOHN W. ROBINS, hereinafter called LESSORS and LLOYD R. WARNER, hereinafter called LESSEE,

W I T N E S S E T H:

WHEREAS, the Lessee is desirous of obtaining a pipeline right-of-way over certain premises owned by the Lessors and the Lessors are willing to grant to Lessee such right-of-way all upon the terms and conditions hereinafter set forth,

NOW THEREFORE, for consideration of the premises, it is hereby stipulated and agreed by and between the Lessors and the Lessee as follows:

1. The Lessors give and grant to the Lessee the right to install and maintain a pipeline along the following described right-of-way in Sections 27 and 34, Township 5 North, Range 1 East of the Salt Lake Base and Meridian, Morgan County, Utah.

Beginning at a point which bears S. 11°10' E. 141.5 feet from the North Quarter Section Corner Stone of the said Section 34, and running thence N. 9° E. 38.0 feet; thence N. 36° E. 124.0 feet; thence N. 40° E. 246.0 feet thence N. 27°35' E. 465.0 feet; thence N. 18°30' E. 508.0 feet; thence N. 28°30' E. 216.0 feet; thence N. 26° E. 117.0 feet; thence N. 4°50' W. 367.0 feet; thence N. 2°30' E. 100.0 to the Union Pacific Railroad.

2. The Lessee may install along said line a two inch pipe line buried to a depth of approximately two feet and shall have the right to enter upon said premises for the purpose of constructing and maintaining the same subject to any other easements in or over said premises, it being understood that the Lessee shall repair any damage done to said premises by reason of said installation, maintenance or operation and shall cover said pipe line with soil thoroughly compacted and even with the adjacent ground.

3. Lessee agrees to pay for such right and license of Five Dollars (\$5.00) a year, payable annually in advance.

4. It is agreed that the right hereby granted is for a period of twenty years and is not assignable without the written consent of the Lessors, except that it may be assigned for the purpose of security in connection with the mortgage of the Lessee's home connected with said pipeline, and upon foreclosure of said mortgage may be assigned to the purchaser of said home; that in the event the Lessee ceases to use said pipeline, the right hereby granted forthwith automatically terminates and the Lessee may remove said pipeline within ninety (90) days after termination of said right by the end of the term or otherwise, upon reimbursing the Lessors for any damage done to said premises by his operations, use or removal.

It is understood that the intake of said pipeline is at a spring upon Lessors premises, upon which spring Lessee has a filing in the office of the Utah State Engineer; that the Lessors by executing this Lease and Agreement are waiving no rights that they may have in and to the waters of said spring, and that the Lessee will at the request of the Lessors, install at a place on said pipeline designated by Lessors and on their premises, suitable device for stock watering purposes which may be filled from said pipeline, so that

such use as the Lessors or their predecessors in interest or assigns may have made of the waters of said spring for stock watering purposes shall not be interfered with or lost.

IN WITNESS WHEREOF the parties hereto have set their hands all as of the day and year first above written.

Lessors

John R. Gailey
(John R. Gailey)

H. J. Barnes
(H. J. Barnes)

John W. Robins
(John W. Robins)

Lloyd R. Warner
(Lloyd R. Warner)
Lessee

Filed and recorded June 20, A.D., 1949, at 11:50 o'clock, A.M.

Anna Sammers
County Recorder

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No. 24102.

AMERICAN EMBASSY
Moscow, U. S. S. R.
25 June 1949

KNOW ALL MEN BY THESE PRESENTS:

That whereas by a power of attorney, under my hand and seal, I, Grant F. Vest of Morgan, Utah, at present employed at the American Embassy at Moscow, U. S. S. R., appointed Mrs. Andrey L. Vest of Morgan, Utah to be my attorney, with the powers and authorities therein mentioned; and, whereas I am desirous of revoking the powers given to the said Mrs. Andrey L. Vest as aforesaid, and of appointing Mr. Edwin T. Vest of Morgan, Utah to be my attorney in place of said Mrs. Andrey L. Vest:

Now, therefore, I do hereby revoke and make void all and singular the powers and authorities by the said recited power of attorney or any power of attorney dated prior to this date given to or conferred upon the said Mrs. Andrey L. Vest; provided always that the revocation herein contained shall not prejudice or affect anything lawful done or caused to be done by the said Mrs. Andrey L. Vest, or any substitute acting under her, in the exercise of any such powers or authorities as aforesaid in the interval between the revocation and the time of the same becoming known to her or her substitute. And I do hereby ratify and confirm anything lawfully done or caused to be done by the said Mrs. Andrey L. Vest, or any substitute acting under her, in the exercise of any such powers or authorities, including anything so done or caused to be done in such interval as aforesaid.

And I do by these presents appoint Mr. Edwin T. Vest of Morgan, Utah my attorney, in my name, to exercise and execute all or any of the powers or authorities herein contained as fully as I myself could do them.

For me and in my name to sell all or any goods that I may instruct my said attorney to sell or intrust my said attorney with: such sales to be made from time to time, at such prices and on such terms as my said attorney shall deem best. My said attorney shall acknowledge the receipt of all goods consigned to him; and shall deposit to my personal account at the First National Bank of Morgan, Utah the proceedings of all sales after deducting his commission, and all expenses attending the sales in such form as he shall deem most advantageous to me.

Upon receipt of any moneys which shall be paid to the said attorney by virtue of the premises, to pay or deposit the same in my name, or otherwise with any banker,