

5. As full compensation for his services and expenses in the sale of said products and the conduct of said business, Second Party shall receive a commission of three cents (3¢) for each and every gallon of gasoline or other motor fuel of First Party sold thereon, and on motor oils, greases and speciality products he shall receive and keep the difference between First Party's dealer's price and the retail price at which the same are sold. And in addition Second Party shall have the right to deal in and vend on said premises automobile accessories and other merchandise not competitive in character with the products of First Party, but on the understanding that First Party shall have no connection with and no liability for or growing out of the handling of such other merchandise. Said Petroleum products will and shall be supplied and delivered to said Station by First Party as needed. As and when all said products are delivered, Second Party shall pay First Party the then prevailing retail prices thereof, less the commissions to be received by him thereon and during his operation as Agent, less the rental of one cent (1¢) a gallon on the gasoline and other motor fuels distributed from said premises; and monthly the difference resulting from price fluctuations, if any will be adjusted and paid by the party found to owe it. Second Party assumes full responsibility regardless of cause for all losses and/or damage to the products and/or equipment of First Party after delivery of the same by it to him.

6. Second Party shall indemnify First Party from and against any and all claims, damages, and/or losses of any kind or character whatsoever which may arise or be occasioned by the operation of said service station, whether such damage or loss is sustained or caused by Second Party, his agents or employees, or by any party or parties other than the parties to this contract or to the property of any party and whether the same shall result from any act or omission of Second Party or of his agents or employees, or otherwise. All persons employed at said station and/or by Second Party shall be deemed his employees, and he shall not be relieved from any liability or duty imposed under this agreement by reason of the failure to perform or the performance of any act by such employees.

7. In the event of the breach by Second Party of all or any one of the provisions of said Agency Agreement, First Party shall have the right, at its option, to declare that portion of this agreement relating to Second Party's appointment as agent of First Party cancelled and of no further force and effect as to either party hereto. In the event of such cancellation, First Party shall refund to Second Party the amount deposited by him with it for such of its products as are then on hand less such sums, if any, as he shall be accountable for or as may be due from him as a result or on account of any of his obligations hereunder, and thereupon the agency shall and will be terminated. Such action on the part of First Party shall in no manner affect the terms and conditions of the lease provisions hereof, provided, however, that the First Party shall have the right, at its election, in the event of the termination of such Agency arrangement, to cancel and terminate said lease provisions upon giving the Second Party written notice of its election so to do.

8. IT IS EXPRESSLY UNDERSTOOD between the parties hereto that this agreement shall not in any manner affect or supersede separate contracts relating to equipment now existing between, or hereafter to be made between the parties.

IN WITNESS WHEREOF, said parties have caused this agreement to be executed in duplicate this 4th day of April 1931.

INDEPENDENT GAS & OIL COMPANY

By M.C. Bradshaw, First party

W.E. Wright, WITNESS.

T.E. Moore, second party

STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE, )

On this 4 day of Apr. 1931, personally appeared before me T.E. Moore, Party of the Second Part named in the foregoing instrument who acknowledged to me that he executed the same.

(Seal)

E.C. Bullock, NOTARY PUBLIC  
Residing at Salt Lake City, Utah.

Recorded at the request of Ind. Gas. & Oil Company April 13th, A.D. 1931 at 9:30 o'clock A.M.

Viola Lumbrunnen, County Recorder.

Entry No. 40242

\$22.24

APPROVED: Gerald E. Welch,  
Division Attorney.

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING Twenty Two and 24/100 Dollars, in consideration of which we hereby grant and convey unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which we own or in which we have any interest in the

Sec. 9 of A. 2 N., R. 5 E., County of Summit and State of Utah and upon, along and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company and with the further right to cut down and keep cut down all trees, limbs of trees and undergrowth within 50 feet of said lines. The grantor for himself, his heirs, assigns, administrators

and assigns hereby covenants that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

Consideration recited is in payment for eight (8) additional poles set upon property

WITNESS our hand and seal this 17th day of January A.D. 1931, at Kamas, Utah.

Witness:

E.R. Carre

Moses C. Taylor,

State of Utah )

Edna B. Taylor,

:ss.

County of Summit,)

On this 14 day of January, A.D. 1931, before me personally appeared E.R. Carre personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in Chicago, County of Cook and State of Ill; that he was present and saw Moses C. Taylor and Edna B. Taylor, personally known to him to be the signors of the above instrument as part thereto, sign and deliver the same, and heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said Moses C. Taylor and Edna B. Taylor,

(Seal)

F.D. Williams, Notary Public in  
and for the County of Summit

Recorded at the request of American Tel. & Tel. Company April 13th, A.D. 1931 at 2;  
o'clock P.M.

Viola Zumbrunnen, County Recorder.

Entry No. 46236

STATE OF UTAH )

:ss.

County of Summit,)

AFFIDAVIT

Joseph Goodworth, after being duly sworn on oath deposes and says; That he is the only son and heir at-law of Richard B. Goodworth, Deceased, that Johannah Goodworth is his mother and that she is now also deceased, that deed dated September 25th, 1901 for the following described land, to-wit:

Beginning 20 chains North of the S.W. Corner of the S.E.  $\frac{1}{4}$  of Section 21, Twp 2 S., of Range 6 East of the Salt Lake Mer. and running thence east 20 chains, thence North 20 chains, thence west 20 chains, thence South 20 chains to place of beginning and Containing 40 acres.

was made to Joseph Warr for the purpose of conveying all title that was vested in Richard B. Goodworth, the said Johannah Goodworth as the wife of Richard B. Goodworth, deceased and Joseph Goodworth as the only child of said Richard B. Goodworth, deceased executing the said deed. Affiant further states that all the debts of Richard B. Goodworth, Deceased have been fully paid, and affiant as the only heir at law of Richard B. Goodworth makes this affidavit declaring that good title to said land was given or intended to be given at the time the deed was made by himself and mother to Joseph Warr.

Done at Kamas, Utah, this 19th day of February, A.D., 1931

Signed in the presence of

Joseph Goodworth

Subscribed and sworn to before me this 19th day of February, A.D., 1931

(Seal)

Residence, Kamas, Utah  
My Commission expires July 11th, 1934.

Moses C. Taylor, Notary Public

Recorded at the request of Kamas Valley Nat'l Farm Loan Association April 16th, A.D. 1931  
at 9:10 o'clock A.M.

Viola Zumbrunnen, County Recorder.