

THE UNION PACIFIC COAL COMPANY LEASE

Articles of Agreement, Entered into this.....day of.....19.....
between The UNION PACIFIC COAL COMPANY of the first part, and GEORGE COTTRELL
.....of the second part.

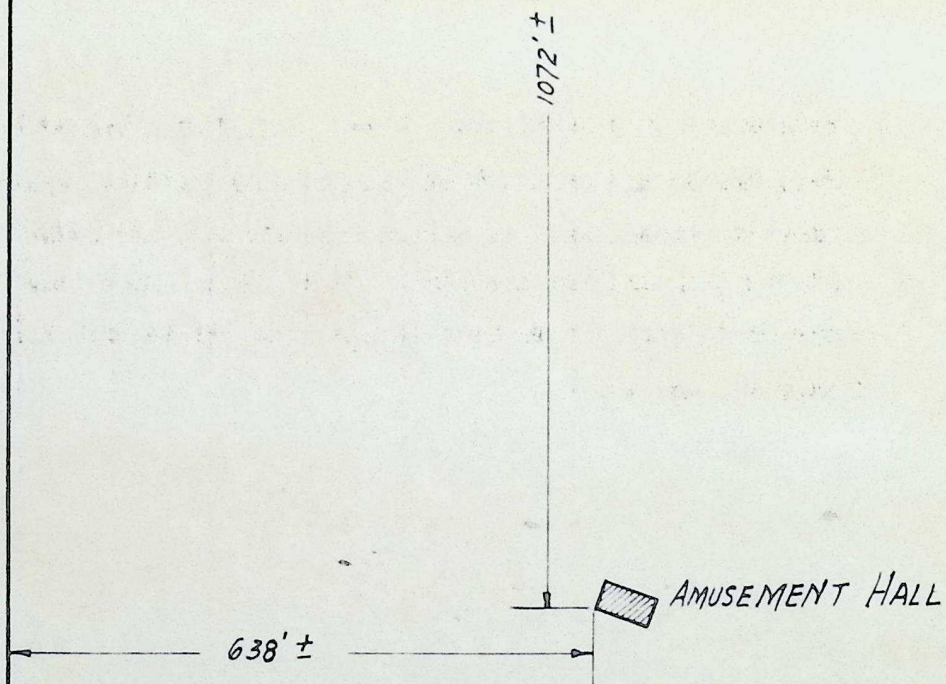
WITNESSETH: That the party of the first part, in consideration of the agreements herein made by
the party of the second part, doth hereby lease and let to the said second party for the term of.....
.....from the date hereof, the surface of the
following described premises.....situate
in Superior.....County of

Sweetwater.....and State of Wyoming.....to-wit:

A plot of ground located in NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 28, Township 21 North,
Range 102 West of the Sixth Principal Meridian, upon which is located
building known as Amusement Hall, as shown on print No. 540.36,
attached hereto and made a part hereof.

The second party hereby agrees to use the above described premises for Barber shop, pool hall,
candy and cigar store, etc., and upstairs for living quarters
and for no other purpose, and to pay to the party of the first part for the use thereof a rental of
Eight per cent on the gross receipts of the barber shop and pool hall, and eight
per cent on the gross sales of all ~~commodities~~ commodities authorized to be sold,
the Mine Clerk of the Lessor to check up and collect such receipts promptly at
the close of each month. In addition to the above, the sum of
thirty dollars (\$30.00) per month rental for the upstairs living quarters.

20	21
29	28



T21N-R102W

540.36

Lease Drawer Env. 2

ENGINEERING DEPARTMENT.
THE UNION PACIFIC COAL CO.
SKETCH SHOWING LOCATION
AMUSEMENT - HALL ~
SUPERIOR, WYO.
Scale 1"=200' Apr. 4, 1929

The second party agrees to keep said premises clear of straw, rubbish or other inflammable material, which would tend to increase the risk of fire, or give them an untidy appearance, and to maintain the buildings, fences or other structures upon said premises in good repair and painted a color satisfactory to the party of the first part.

The second party shall have no power to assign this lease or to sublet any part of the leased premises without the written permission of the President of the party of the first part, endorsed hereon.

If the second party abandons the use of the leased premises the first party may enter upon and take possession of the same, and a non-user for the purpose herein mentioned, of the demised premises for ~~one~~ ^{one} month by the second party, shall be sufficient and conclusive evidence of such abandonment.

The leased premises shall under no circumstances be used for saloon purposes; no wines, beers, ales or alcoholic beverages of any description, shall be sold or kept for sale thereon; gambling, lewd and immoral conduct upon said premises are expressly prohibited; and no loose, rude or immoral characters shall be harbored or sheltered thereon, or permitted to loiter on, or to frequent said premises.

It is understood and agreed that this lease includes surface rights only, and the second party shall have no right to mine the coal, oil, gas or other minerals lying underneath the leased premises; said right of mining and removing coal, oil, gas or other minerals, together with all rights of ingress, egress and regress upon said premises therefor, and all necessary rights of way and other grounds needed or useful for the proper conduct of such business thereon, being hereby reserved to said first party and its assigns, to be exercised and used by them at their pleasure, without liability for damages of any kind or nature to the second party.

The second party agrees to surrender and vacate the premises to the first party at the expiration of this lease or at any time prior thereto after thirty days' notice in writing has been given by the first party to that effect. The second party agrees that the rents due under this lease shall be a lien upon any wages and earnings of said second party which may be in the hands of said first party, and the first party may keep and retain a sufficient amount of the monthly earnings of said second party to keep the rents paid up.

Permission is granted the Lessee to operate a Barber Shop,

Pool Tables and Card Tables, and to sell candies, cigars and

tobacco, magazines, ice cream, soft drinks, and beer. Upstairs

living quarters are included. Power, light, heat and water bills

are to be rendered monthly against the Lessee, all bills to be

promptly met by him.

In WITNESS WHEREOF, The said party of the first part has caused this lease to be executed by its President, ^{Operation} and the said party of the second part hath hereunto set ^{his} hand and seal the date aforesaid.

WITNESS:

Approved:

Party of the First Part
Party of the Second Part

THE UNION PACIFIC COAL COMPANY,

By

Vice President, Operation

Geo Cottrell

(SEAL)

(SEAL)

FORM 189

Audit No. _____

LEASE

Between

and

Date _____

Nature _____

Expiration _____

Auditor's Correspondence File No. _____ Date _____ 19__