

**RESOLUTION NO. 2023-28**

**A RESOLUTION APPROVING A LEASE OF CERTAIN  
PROPERTY**

**WHEREAS**, the City of Mills, is the owner of real property described as follows:

Block 54, Town of Mills

together with all improvements thereon, subject only to those encumbrances, liens, easements, reservations and restrictions of record (the "Property"); and

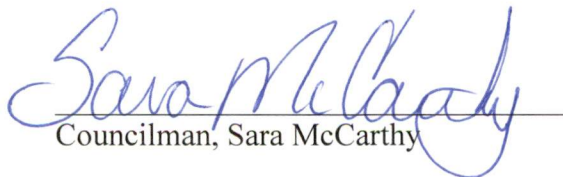
**WHEREAS**, the City of Mills does not wish to idle the property and is not currently making productive use of the same; and

**WHEREAS**, Kaylynn Henson desires to lease to and Lessee desires to lease from the City of Mills above described real property for the operation of a coffee hut which has been submitted to Planning and Zoning and the City of Mills City Council, and has received approval for the same;

**NOW, THEREFORE**, The City Council of the City of Mills approves the lease of the subject real property by way of the lease attached hereto.

PASSED, APPROVED AND ADOPTED THIS 8<sup>th</sup> day of August, 2023.

  
Mayor, Leah Juarez

  
Councilman, Sara McCarthy

  
Councilman, Cherie Butcher




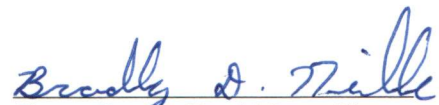
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**1143495**

**NATRONA COUNTY CLERK**

Tracy Good  
Recorded: CC  
Fee: \$15.00  
CITY OF MILLS

  
\_\_\_\_\_  
Councilman, Tim Sutherland

  
\_\_\_\_\_  
Councilman, Brad Neumiller

ATTEST:

  
\_\_\_\_\_  
City Clerk, Christine Trumbull

CERTIFICATE

I, Christine Trumbull, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on January 24, 2023, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

  
\_\_\_\_\_  
City Clerk, Christine Trumbull



**CITY OF MILLS, WYOMING COMMERCIAL REAL PROPERTY LEASE  
AGREEMENT**

THIS COMMERCIAL REAL PROPERTY LEASE AGREEMENT was entered into the 21st day of August, 2023, to be effective the 23rd day of August, 2023, between the City of Mills, Wyoming, a Municipal Corporation organized under the laws of the State of Wyoming, hereinafter referred to as "Landlord" and Kaylynn Henson hereinafter referred to as "Lessee".

**WITNESSETH:**

WHEREAS, the City of Mills, is the owner of real property described as follows:

Block 54, Town of Mills

together with all improvements thereon, subject only to those encumbrances, liens, easements, reservations and restrictions of record (the "Property"); and

WHEREAS, the City of Mills does not wish to idle the property and is not currently making productive use of the same; and

WHEREAS, Kaylynn Henson desires to lease to and Lessee desires to lease from the City of Mills above described real property for the operation of a coffee hut which has been submitted to Planning and Zoning and the City of Mills City Council, and has received approval for the same; and

NOW THEREFORE in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

**ARTICLE I  
Term and Rent**

### **Section 1. Property Leased**

Landlord hereby leases to the Lessee and Lessee agrees to lease from Landlord at the price and under the terms and conditions set forth in this agreement, the above-described real property, in an "as is" condition for the above noted purpose.

### **Section 2. Term and Rent**

The term of this Lease shall be for five (5) year commencing on the 23rd day of August, 2023 and terminating on the 24th day of August, 2028 or sooner as herein provided. The rental rate for the property shall be payable in advance in monthly installments to be paid on or before the 1st day of each month in the sum of Six Hundred Dollars (\$600.00) per month commencing the 1st day of September, 2023.

Either party to this lease may terminate this lease at an earlier date, without penalty, by providing no less than ninety (90) days' notice to the other party of their desire to do so.

### **Section 3. Late Charge**

In the event Lessee fails to pay the rental amount within twenty (20) days of the date upon which the rental is due, the amount of the delinquent payment shall bear interest at the rate of ten percent (10%) per month from the first day of the month in which the payment was due. In the event the Lessee fails to pay the rental and accrued interest for a period of two (2) consecutive months, after ten (10) days' notice to the Lessee, the Landlord shall have the right to terminate this Lease Agreement and declare the entire balance of the rent for the remainder of the term due and payable.

### **Section 4. Additional Rents**

All charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Landlord may suffer or incur,

or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this lease agreement shall be deemed to be additional rent, and in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

**Section 5. Option to Renew**

The parties agree that at the expiration of the initial term of this Lease on the   1st   day of September   , 2023   , the Lessee shall be granted the option to renew the same on the same terms and conditions for an additional five years, except the monthly rent shall be increased as agreed upon by the parties, provided however, that both Parties may decline to renew the Lease by providing sixty (60) days notice of their intent not to renew the same.

**Section 6. Triple-Net Lease**

This is a triple-net lease. In addition to Lessee's obligation to pay Rent, Lessee is obligated to pay taxes, to maintain insurance, and to make repairs. Lessee is also obligated to pay utilities during the Term, including any extensions. Landlord is not obligated to provide any services; to perform any acts; or to pay any expenses, charges, obligations, or costs of any kind with respect to the Premises.

**ARTICLE II**  
**Lessee's Covenants**

**Section 1. Rent**

Lessee agrees to pay the rent as provided herein.

**Section 2. Utilities**

The Lessee shall pay all utilities and pay when due all charges for gas, electricity, lights, water, sewer, heat, power, and telephone or other communication service used, rendered, or supplied upon or in connection with the properties, and shall indemnify and defend the Landlord against any liability or damages on such account. If not paid, such rents or charges shall be added to and become

payable as additional rent with the next installment of rent or within thirty (30) days of demand, whichever occurs sooner.

The unavailability or interruption of any type of utility service shall not be deemed an eviction or disturbance of Lessees' use and possession of the Premises, or any part, or render Landlord liable to Lessee for damages, by abatement of rent or otherwise, or relieve Lessee from performance of Lessees' obligations under this Lease.

### **Section 3. Maintenance and Repairs**

Lessee has examined the Property and have entered into this Lease without any representation on the part of Landlord as to its condition except as may be contained elsewhere in this Lease. Lessee agrees that it will not injure or deface, or suffer to become injured or defaced, the properties, equipment or any part thereof. Lessee further agrees to take good care of the Property and, at the expiration of the lease term, Lessee will return the Property and equipment to Landlord's possession, along with all erections and additions made upon the same, including any fixtures installed by Lessee, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

Lessee shall, at its sole cost and expense, make all repairs in and to the Property, interior and exterior, necessary to maintain the Property as aforesaid, including the building, parking lot, cleaning and repair of all sewer lines inside the boundary of the leased Property, and all other appurtenances and equipment. Lessee shall be responsible for the standard maintenance and repair of the heating and air conditioning units. Except for repairs rendered necessary by the intentional or negligent acts of Lessee or Lessee's agents, employees, guests, licensees, invitees, subtenants or contractors, in the event of a complete unit failure that requires replacement the costs will be split 50% between Lessee and Landlord. The Lessee shall neither encumber nor obstruct the sidewalks, driveways, yard or entrances, and shall keep and maintain them in a clean condition, free from debris, trash, refuse, snow and ice.

In case of any damage or destruction of any kind to any improvement located on the Property caused by the carelessness, negligence or improper conduct on the part of Lessee or Lessee's agents, employees, guests, licensees, invitees, subtenants or contractors, Lessee shall repair the damage as quickly as possible, at the Lessee's own cost and expense.

Notwithstanding any provision to the contrary, Landlord recognizes the right, but not the duty, to enter upon the Property to make those repairs which are Lessees' obligations, or any other repair which Landlord deems necessary. If Landlord makes the repairs that are the Lessees' obligation, the cost of the repairs shall become additional rent due with the next minimum rental payment or thirty (30) days after the demand, whichever is earlier.

#### **Section 4. Insurance**

Lessee, at Lessees' own costs and expense, covenants to obtain and keep in full force and effect for the benefit of Landlord, during the entire term, comprehensive general liability insurance, insuring Lessee and Landlord against any and all liability or claims of liability for bodily injury, personal injury or property damage arising out of, occasioned by or resulting from any accidents, Lessees' operations, assumed liabilities or use of the Property with limits of not less than Five Hundred Thousand (\$500,000.00) with such increases that Landlord may from time to time reasonably request.

The policy or policies of insurance described herein shall be underwritten to a company or companies authorized to do business in the state in which the Property is located, shall be reasonably satisfactory to Landlord, and Landlord shall be named "Loss Payee" or "Additional Insured" under said policy or policies and shall be delivered to the Landlord, together with evidence of payment of the premiums therefor, not less than fifteen (15) days prior to the expiration or termination date of any policy. Lessee shall deliver a renewal or replacement policy with proof of the payment of the premium.

Lessee shall, during the entire term of this Lease, keep in full force and effect, fire, extended coverage and all-risk insurance on the Property and all property belonging to the Landlord, in an amount equal to 100% of the full replacement and reconstruction cost. The policy shall be issued in the name of the Lessee with an endorsement showing the interest of the Landlord and any proceeds paid by reason of loss shall be payable to the Landlord and Lessee as their interests may appear.

Lessee agrees to maintain appropriate fire equipment in accordance with all state and municipal fire regulations. If for any reason it shall be impossible to obtain fire or other hazard insurance on the building and improvements on the Property in accordance with these terms, the Landlord may, at any time thereafter, terminate this Lease by giving the Lessee fifteen (15) days notice in writing of the Landlord's intention and upon that date this Lease and term shall terminate.

#### **Section 5. Indemnification**

Lessee agrees to save, hold harmless, indemnify, and defend the Landlord, its agents, officers and employees, from and against all claims, demands, costs, loss, liability, or expense of every kind and nature, including reasonable attorney fees, for the defense arising from Lessees' occupancy of the Property or for any breach or default on the part of Lessee in the performance of any agreement of Lessee to be performed pursuant to the terms of this Lease Agreement or from any accident, act of negligence or misadventure arising from any action of Lessee, its employees, agents, licensees or business invitees.

This indemnity and defenses provision includes the payment of all attorney fees and cost incurred by the Landlord in defending against a claim whether suit is filed or not or even if the claim is frivolous or without merit. Lessee agrees to defend the proceedings at their sole cost by legal counsel reasonably satisfactory to Landlord if requested by Landlord.

To the extent permitted by law, Lessee waives and releases all claims against Landlord, its officers, directors, agents, employees and servants, from any liability for injury to person or damage to property



sustained by Lessee or by any occupant of the Property or any other person, occurring in or about the Property resulting from any condition, defect or from any accident, negligence or omission of any Lessee, occupant of the Property or any other person. This paragraph shall apply especially, but not exclusively, to damage caused by the flooding of basements or other areas or by sprinkling devices, or the bursting or leaking of pipes or plumbing fixtures.

**Section 6. Unlawful Use, Endanger Insurance**

Lessee agrees not to make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law, ordinance, rule or regulation of the United States, State of Wyoming, Natrona County or City of Mills, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the premises and/or improvements or to increase the premium thereof.

**Section 7. Alterations, Improvements, Signs, Etc.**

Lessee agrees not to make any improvements, alterations or additions in or to the Property without the written consent of the Landlord or suffer any signs to be placed upon the buildings or structures except such as the Landlord shall approve, with all changes and improvements reflected in the approved Site Plan accepted. A copy of said site plan, together with such conditions to the same as have been made by the Planning and Zoning Committee and the City Council for the City of Mills is attached hereto as Exhibit A to this Lease.

Lessee shall, at their sole cost, construct and install any and all leasehold improvements, alterations, fixtures, and additions. The cost of such alteration or improvement or fixture shall not be set off against any rent or other sums due Landlord. Any alteration or improvement shall comply with current state and local building and electrical codes.

Lessee may, at the end of the Lease term if Lessee is not in default, remove their movable fixtures and equipment. Upon expiration or termination of this Lease, if so requested by Landlord, Lessee shall remove the improvements, alterations, and/or additions made by Lessee, whether or not they are fastened to the Property; provided, however, that Lessee shall fully repair damage of any kind or character occasioned by the removal of improvements, alterations and/or additions and shall leave the Property in a good, clean and sanitary condition.

**Section 9. Assignment and Subletting**

Lessee will not assign, convey, mortgage, pledge, or encumber the premises or this Lease.

**Section 9. Permission to Enter**

Landlord and its representatives shall have the right to enter the Property at all reasonable times to inspect the Property, to make repairs, to maintain the Property, to post such reasonable notices as Landlord may desire to protect its rights.

**Section 10. Holdover**

Lessee shall surrender the premises to Landlord immediately upon termination of this lease agreement and shall have no rights in the premises thereafter. If Lessee fails to surrender the premises as aforesaid, Lessee shall thereafter be a tenant at sufferance and shall pay rentals to Landlord at the prorated monthly rate plus and additional Fifty Dollars (\$50.00) per day, until delivery of the respective property to the Landlord. Landlord shall be entitled to use all legal proceedings to remove the Buyer from the premises, including, without limitation, an action for forcible entry and detainer.

Lessee shall also be liable for any damages incurred by Landlord as a result of Lessee's holding over past the termination of this lease agreement.

Acceptance of rent after expiration of this lease agreement shall not be construed to be a renewal hereof.

**Section 11. Waiver of Future Breach of Covenants.**

No assent, express or implied, by the Landlord to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

**Section 12. Damage or Destruction.**

In case of fire or other casualty, the Lessee shall give immediate notice to the Landlord. In the event of damage or destruction of all or any part of any building located on the land comprising the Property, Lessee and Landlord shall each have the option of terminating this Lease within sixty (60) days after the damage. In the event this Lease is not terminated, there shall be an abatement of rent while the Property is reconstructed, and thereafter, Lessee shall remain liable for all rents, covenants, and obligations in this Lease. The parties, as their interest may occur, agree to diligently pursue making repairs to the Property. If the repairs to the Premises are not completed within one hundred eight (180) days of the damage or destruction, either party shall have the right to terminate this Lease at any time thereafter.

**ARTICLE III**  
**Landlord's Covenants**

**Section 1. Quiet Enjoyment**

Lessee shall peaceably hold and enjoy the respective properties so long as Lessee is in compliance with the terms of this lease agreement and not in breach or default under any of the terms and conditions.

**Section 2. Encumbrance**

Landlord may encumber the property provided such encumbrance does not interfere with Lessee's use of the respective properties.

**Section 3. Sale of Premises**

Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the building and property referred to herein. In the event the property is sold or conveyed

by Landlord to a third party or a Contract for sale to a third party is entered into on the property, this lease shall be deemed to be assigned from the Landlord to the grantee and all rights and remedies contained in this lease agreement and under the laws of the state of Wyoming shall continue in full force and effect until the expiration of the present lease term and inure to the grantee. In such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord.

**ARTICLE IV**  
**Default or Breach**

If the Lessee or its representatives or assigns shall breach this lease agreement by neglecting or failing to perform and observe any covenant made by Lessee herein Landlord may seek specific performance under the terms of this lease agreement and enforce the terms hereof against Lessee or its representatives or assigns as if no breach or default had occurred, all without prejudice to any other remedies which might otherwise be used by the Landlord for unpaid rent, past or future, or any breach of the Lessee's covenants.

Any breach that shall continue uncured for fifteen (15) days after written notice of such breach by Landlord, or if Lessee should default more than once in any TWELVE (12) month period, or if Lessee's leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or if Lessee shall make an assignment of this lease agreement for the benefit of its creditors; then the Landlord may, immediately or at any time thereafter, without further notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the Lessee and those claiming under Lessee, and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, civil or criminal thereupon or for any damages whatsoever occasioned by the removal of Lessee or Lessee's property.

Upon a breach Landlord may elect to terminate this lease agreement or seek the remedies provided herein or both. In addition to any and all other legal remedies and rights, Landlord may

declare the entire balance of the rent for the remainder of the term to be due and payable and terminate this Lease and retake possession of the Premises.

Lessee shall pay any damages sustained by the Landlord as a result of any breach or default by Lessee, including, but not limited to, the following:

1. *Cost* of repairing damages to the Property not covered by insurance; and
2. *Lost* rents for the remainder of the lease term, including any notice of termination period, whether or not the Property remains vacant; and
3. Costs and expenses of obtaining possession of the premises and reletting same, and costs of obtaining additional rents from Lessee,

All costs and fees incurred by Landlord in enforcing any of Landlord's rights hereunder whether with or without suit, specifically including all attorneys' fees. The parties recognize this can result in a harsh remedy, but they have entered into this lease agreement knowing the same and bargaining and agreeing to the same.

No failure of Landlord or his agent or successor to enforce any term of this lease agreement shall be deemed a waiver, nor shall any acceptance of a partial or late payment of rent be deemed a waiver of Landlord's right to the balance or agreement to modify the time or amount for future payments.

## **ARTICLE VIII** **Miscellaneous Provisions**

### **Section 1. Amendments**

This agreement may be modified, amended, or surrendered only by an instrument in writing duly executed by Landlord and Lessee.

### **Section 2. Binding on Successors**

This agreement is governed by the Laws of the State of Wyoming in effect at the time of making this agreement.

**Section 7. Jurisdiction and Venue**

The parties agree and stipulate that any action concerning this agreement is properly venued in Natrona County, Wyoming in the District or Circuit Court for Natrona County, Wyoming with proper jurisdiction regarding the dispute of the parties.

**Section 8. Time**

Time is of the essence in all provisions of this lease agreement.

**Section 9. Duplicate Originals**

This agreement will be executed in duplicate; each duplicate shall be considered an original agreement.

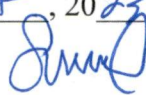
**Section 10. No Waiver of Immunity**

Nothing in this Agreement shall be deemed to waive the City of Mills' sovereign immunity.


**Section 11. Entire Agreement**

The foregoing constitutes the entire agreement between the parties. All prior agreements or representations, written or oral have been superseded by this agreement or those terms or representation included herein as the parties have agreed during the course of negotiating this agreement.

*IN WITNESS WHEREOF*, the parties have executed this agreement this 22 day of August, 2023 to be effective September 1<sup>st</sup>, 2023.

  
Sarah Anson  
City of Mills, Wyoming

Lessee:

  
By: Leah Juarez  
Mayor Mills, WY

  
By: Kayyutken

It is mutually understood and agreed that the covenants and agreements contained in the within lease agreement shall be binding upon the parties hereto and upon their respective heirs, successors, assigns, legal representatives, and personal representatives.

**Section 3. Notices**

Any notice to be given by either party to the other pursuant to the provisions of this lease agreement shall be in writing and shall be given by certified or registered mail, return receipt requested, addressed to the party for whom it is intended at the address stated below or at such other address as it may be later designated in writing as hereafter provided.

Landlord:

City Administrator  
P.O. Box 789  
Mills, Wyoming 82644

Lessee:

Kaylynn Henson  
59 S. Coyote Rd  
Glenrock, WY 82637

No party shall demand or complain of a failure to receive written notice of any breach or default under this lease agreement prior to commencement of any action if that party in fact had actual notice of such breach or default.

**Section 4. Severability**

If any part of this Agreement shall be construed to be unenforceable, the remaining parts shall remain in full force and effect as though any unenforceable part were not written into this lease agreement.

**Section 5. Construction**

The headings or sections and numbers of those heading sections of this agreement are for convenience and are not necessary to the agreement. Any reference to the singular shall apply to the plural.

**Section 6. Governing Law**