

# RESOLUTION NO. 2019- 95

A RESOLUTION ACCEPTING AND APPROVING A CITY OF ROCK SPRINGS HISTORIC TRAIN DEPOT LEASE WITH COAL TRAIN COFFEE, LLC D/B/A COAL TRAIN COFFEE DEPOT, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING TO EXECUTE SAID LEASE ON BEHALF OF THE CITY.

WHEREAS, Coal Train Coffee, LLC, d/b/a Coal Train Coffee Depot wishes to enter into a City of Rock Springs Historic Train Depot Lease with the City of Rock Springs, for the use of the Historic Union Pacific Train Depot located at 501 South Main Street in the City of Rock Springs, Wyoming for the purpose of establishing a coffee shop; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Lease before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the City of Rock Springs Historic Train Depot Lease with Coal Train Coffee, LLC, d/b/a Coal Train Coffee Depot, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be and he is hereby, authorized, empowered and directed to execute said Lease on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest to said Lease and to attach to said Lease a certified copy of this resolution.

PASSED AND APPROVED this	day of	, 2019
	President of the Council	
Attest:	Mayor	
City Clerk		

## CITY OF ROCK SPRINGS

## HISTORIC TRAIN DEPOT LEASE

LEASE MADE and entered into this \_\_\_\_\_ day of June, 2019, by and between the City of Rock Springs, 212 D Street, Rock Springs, Wyoming 82901, a Wyoming municipal corporation (hereinafter "City or Lessor"), and Coal Train Coffee, LLC, d/b/a the "Coal Train Coffee Depot," 116 Eden, West Main, Farson, Wyoming 82932 (hereinafter "Lessee").

## WITNESSETH:

WHEREAS, the City of Rock Springs owns the Historic Union Pacific Train Depot located at 501 South Main Street, Rock Springs, Wyoming; and,

WHEREAS, the City of Rock Springs wishes to lease the Historic Union Pacific Train Depot for the purposes of establishing a coffee shop; and,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

## 1. DEMISE.

The City, does hereby lease the Historic Train Depot of the City of Rock Springs, Wyoming (hereinafter the "demised premises" or "premises") and does grant a license to operate said premises unto the above named "Lessee" for the term hereinafter set forth. Lessee may use the demised premises for the exclusive purpose of operating a coffee shop, including the sale of alcoholic beverages if licensed therefore. It is expressly understood and agreed and made a condition to the demise of the leased premises that Lessee shall honor and accommodate all reservations made with the City for the use of the facility through the date of execution of this lease set forth above. In that regard, a listing of scheduled events is attached hereto and incorporated herein by this reference.

## 2. TERM.

This agreement shall commence upon the 1<sup>st</sup> day of July, 2019, and shall expire on the 30<sup>th</sup> day of June, 2021.

# 3. PERMITTED USES.

Lessee shall use and occupy the premises to serve coffee and pastries, and for such other lawful purposes as the City may hereinafter or hereafter authorize from time to time in writing.

# 4. RULES OF OPERATION.

Lessee agrees to abide by the following basic rules of operation:

- a) The leased premises shall be maintained as a non-smoking area and Lessee shall not permit smoking thereon.
- b) Lessee shall provide quality service at all times and shall attempt to meet seasonal fluctuations in public demand; provided the City is notified of proposed hours of operation in advance and subject to any and all reasonable orders, rules and regulations concerning the conduct, operation and management of the coffee shop.
- All food prepared on the leased premises shall be served on the leased premises.

## 5. FEES.

Lessee agrees to pay monthly lease payments of One Thousand Five Hundred Seventy Five and No/100 Dollars (\$1,575.00) per month during the term of this lease. Lessee further agrees to deposit with the City the equivalent of two (2) months lease payments or Three Thousand One Hundred Fifty and No/100 Dollars (\$3,150.00). Said deposit amount shall be used to ensure timely payment of amounts specified herein and such deposit or a portion thereof shall be forfeited to the City in an amount equal to any delinquency. All payments shall be due and owing on the 1st day of the month. The appropriate monthly lease payment shall be paid promptly and in full by the 10th day of each month in the office of the City Clerk, at City Hall, 212 D Street, Rock Springs, Wyoming, 82901.

## 6. FEES WHEN PREMISES UNTENANTABLE.

Lessee shall not be obligated to operate the demised premises or to pay the required fees therefore during any time when all of the demised premises shall be untenantable through no fault or negligence of the Lessee, its employees and agents. In the event the demised premises are partially untenantable through no fault or negligence of Lessee, its employees and agents, the Lessee shall not be obligated to operate such part of the demised premises and the monthly fee shall be proportionately and equitably abated. In the event that the demised premises shall be closed for any period of time by any order or direction of the City of Rock Springs or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental fee shall abate for the period of such closing.

## 7. RISKS.

Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee or any of its agents or employees, patrons, customers, or invitees.

## 8. INDEMNITY INSURANCE.

Lessee, at its expense, shall keep in force, during the term of this lease, insurance, issued by responsible insurance companies and in form acceptable to the City, for protection of the City and the Lessee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from either the Lessee or City, by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur on the demised premises, in a policy or policies in the One Million Dollar (\$1,000,000.00) liability insurance policy and One Million Dollar (\$1,000,000.00) liquor liability insurance policy (if applicable) and will name as additional insured parties both the City of Rock Springs and the Lessee.

## 9. FIRE INSURANCE.

Each party hereto shall keep its interest in the demised premises, the buildings in which the demised premises are located and its property located within or about the demised premises, insured at its own expense against fire, extended coverage, and such other risks as it may choose, by policies issued by responsible insurance companies and in form acceptable to the City.

## 10. INSURANCE POLICIES.

The original of all insurance policies required to be carried by Lessee pursuant to this lease shall be submitted to the City on request for its inspection and certificates of such insurance shall be delivered to the City Clerk from time to time as such policies are written, and all such certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this lease without first giving twenty (20) days prior written notice to the City. At all times that Lessee is conducting any of its operations hereunder, it shall maintain in full force and effect valid insurance policies of the kind and in the amounts and with the type of companies required by this lease. All insurance policies required to be furnished by Lessee hereunder may be blanket policies covering the demised premises and other properties and premises owned and operated by Lessee.

## 11. TAXES, COMPENSATION INSURANCE, LICENSES.

The Lessee shall pay promptly all taxes and excise license fees of whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. Lessee further shall at all times maintain adequate Worker's Compensation through the Wyoming State Worker's Compensation Fund, insuring the payment of compensation for all employees engaged in the operation of said coffee shop. Lessee also shall not permit any mechanic's or materialman's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed or materials furnished by any mechanic or materialman to said premises or upon or regarding said property. The Lessee shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of Social Security, Withholding, Sales, Unemployment Compensation and all taxes and fees above referred to and showing that the said Worker's Compensation Contributions and all required licenses are in good standing. The Lessee shall pay promptly when due, all bills, debts and obligations incurred in connection with the operation of said coffee shop and not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy, which will in any way impair the rights of the City under this lease.

# 12. UTILITIES.

Lessor shall pay for and provide all utilities.

#### 13. MAINTENANCE/EQUIPMENT AND REPAIR.

- a) The City shall, at all times, maintain in good order and repair, all City owned facilities, buildings, equipment, furnishings, furniture and fixtures. The City shall bear the responsibility at its expense for arranging all necessary inspections and/or testing of all City owned facilities, buildings, equipment, furnishings, furniture and fixtures.
- b) The City and the Lessee shall, at the time of the making of the inventory list specified in Paragraph 21 hereof, identify any items relating to the City owned facilities, buildings, equipment, furnishings, furniture and fixtures which are not in good order and/or require maintenance or repair. Items requiring repair and/or maintenance at the time of the inventory list, but not readily apparent or reasonably discoverable at the time of the making of the list, shall be repaired by the City as soon as practicable following their discovery.
- c) The City shall see that any necessary repairs or maintenance are accomplished as soon thereafter as practicable. Any items determined to be in need of repair within thirty (30) days from the date of opening shall be repaired at the expense of the City. If a need for repairs is identified after thirty (30) days from the time of opening, Lessee must pay the cost if it is less than Two Hundred Fifty Dollars (\$250.00), pursuant to Paragraph 14 of this agreement.
- d) Provided that, regardless of the cost of repairs, the Lessee shall be responsible to promptly pay for any and all repairs of whatever nature, which may be made necessary by the negligence or misconduct of the Lessee, his agents, employees, patrons, customers, or invitees, and, for any and all repairs of whatever nature or cost necessitated by any vandalism, burglary, attempted burglary, breaking and entering, or any other criminal action committed by any person whomsoever. All maintenance, repairs and equipment replacement at the Lessee's expense will be subject to general inspection by the City to ensure a continuing quality of maintenance and repairs to appearance and physical condition of the demised premises commensurated with maintenance, repairs, health, and safety standards established by the Health Department of the City and State of Wyoming.
- e) Lessee shall be required to clean the grease traps located at the site on a quarterly basis, or more or less frequently as directed by Lessor. Lessee shall give the Director of Public Services for the City of Rock Springs, timely advance notice of cleanings and a representative of the City shall be present and log such cleanings. If Lessee fails or refuses to perform such cleanings or to give such notice, the City may require that such cleanings be performed and that the Lessee be billed for the cost of such cleanings.
- f) Lessee shall be responsible for the control of pests and for the removal of snow from the sidewalk and other walkways leading into the demised premises.

# 14. MAINTENANCE REQUIRED BY CITY.

a) Except as otherwise provided, and consistent with the provisions set for in Paragraph 13 hereof, the City shall, at all times, maintain in good order and repair, all service facilities owned by it, such facilities being defined as heating, air conditioning,

water, gas, electrical, sewage, ventilation, fire protection, sprinkler and similar such systems, excepting minor maintenance thereof and minor repairs thereto costing less than Two Hundred Fifty Dollars (\$250.00), which said minor maintenance and repair shall be the responsibility of the Lessee. In the event that the costs of such maintenance and repair exceeds Two hundred Fifty Dollars (\$250.00), the City shall be responsible for such additional sums, provided that such maintenance or repairs are not occasioned by the negligence or misconduct of the Lessee as set forth in Paragraph 13 herein. In addition, the City shall have the right to improve or replace or alter any and all existing and future service facilities and their tubes, pipes, lines, mains, wires, conduits, and equipment on or about the premises and to enter upon the said premises at all reasonable times, and upon reasonable notice, to make such improvements, replacements, and alterations as may, in the opinion of the City, be deemed necessary or advisable and, from time to time, to construct or install over, on, in or under the premises new such systems and their tubes, pipes, lines, mains, wires, conduits and equipment; PROVIDED HOWEVER, that the same shall be done so as to interfere as little as reasonably possible with the Lessee's operations. Nothing herein contained shall be construed so as to impose upon the City any obligation to improve, replace, or alter said service facilities, nor to impose any liability for doing so or failing to do so.

- b) The Lessee may redecorate the premises as she sees fit, subject to prior written approval of the City. Furnishings, equipment and decorations which, due to ordinary wear and tear, become worn beyond the point of repair or otherwise require replacement, shall be replaced by the City and at the City's discretion. Such furnishings, equipment and decorations as are found by the City, to be obsolete or unnecessary for the efficient operation of the Lessee's business, shall not be replaced by the City. When the City finds it appropriate to replace furnishings, equipment or decorations, the City is free to select any make, model or brand of item which the City feels would be sufficiently adaptable for the purpose for which it is to be used. All decorations shall be in conformity with the general architectural and design criteria of the premises.
- c) Lessee's obligation hereunder shall include, without limiting the generality of the foregoing, furnishing all necessary custodial, janitorial, and general housekeeping services and materials, such as tools, sanitary supplies, light bulbs, soaps and cleaning compounds, window washing, cleaning of rest rooms, maintaining all areas in the demised premises free of trash, papers, glass, cans, rubbish, or debris and providing suitable containers therefor. In the event that said premises shall not be kept by Lessee as herein required, the City may enter said premises (without terminating this lease, or interfering with the Lessee's possession of the demised premises) and may cure the default of the Lessee. Should such event occur, Lessee agrees to pay to the City, in addition to the fees hereby reserved, all reasonable costs and expenses incurred by the City in curing such default.
- d) Lessee shall secure and keep track of all keys issued to them by the City. If Lessee loses, breaks, or misplaces a key assigned to them, Lessee shall be responsible for the cost of replacing the locks.

## 15. OWNERSHIP OF FURNISHINGS AND EQUIPMENT.

Property of the Lessee and such additional property the Lessee may purchase to replace worn out City equipment and furnishings which are not permanently affixed to the premises shall remain the property of the Lessee. Lessee shall obtain approval of the Mayor before replacing any City property with purchased property.

## 16. SALES FIXTURES--VENDING MACHINES.

The Lessee may install within the area granted in this lease appropriate fixtures in conformance with the décor of the established premises for the sale of gifts, novelties, candy, newspapers and kindred articles and may also install coin-operated pop vending machines, all subject to approval of the City.

## 17. OPERATIONS AND PERSONNEL.

The Lessee shall provide for the public on the demised premises food, drink and service of the highest standard and quality, equivalent in cost to that generally furnished to the public at similar establishments of comparable size, scope and location.

The Lessee shall give personal supervision and direction to the operation of the coffee shop and, when absent, keep competent personnel in charge. Lessee shall employ experienced and courteous help, and outfit them in appropriate and attractive attire.

## 18. ADVERTISING AND PROMOTION.

This lease is conditioned upon the Lessee instituting and continuing throughout the term of this lease, an active, dynamic and pleasing campaign of promotion and advertising. Failure of the Lessee to do so, or failure to accept reasonable suggestions for improvement from the City, shall be grounds for cancellation of this lease by the City.

# 19. ASSIGNMENT AND SUBCONTRACTORS.

The Lessee shall not assign, nor sublet, nor hypothecate nor otherwise encumber any property hereby granted nor subcontract the performance of its obligations hereunder without the prior written consent of the City. In the event the City grants such written consent, the Lessee shall be as fully responsible to the City for the acts and omissions of its assigns and subcontractors and other persons either directly or indirectly associated with or employed by them, as it is for its own acts and omissions. Nothing contained herein shall create any contractual relation between any subcontractor hired by the Lessee and the City, nor shall any subcontractor acquire the status of assignee, sublessee, or sublicensee under this license, absent the written consent of the City first had and obtained. Should Lessee enter into any agreement with a third party in which Lessee assigns or subcontracts its obligations herein, Lessee must prohibit the third party from entering into any additional assignments or subcontracts.

## 20. INVENTORY.

As soon as practicable, but in any event within thirty (30) days after the execution of this lease, the City and the Lessee, by their respective authorized representatives, shall make and verify a detailed inventory list of all fixtures, equipment and property of the City located in or on the premises included in this lease. At certain times as deemed necessary by the City, the City and the Lessee, or through their respective authorized

representatives, may conduct additional inventories which shall be checked against said detailed inventory list.

## 21. PATENTS AND TRADEMARKS.

The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this lease. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives, free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this lease.

## 22, SIGNS.

Lessee shall not attach, affix, or permit to be attached or affixed upon the outside of the demised premises any flags, placards, signs, poles, wires, aerial, antennae, or other devices. Hours of operation must be posted in a location approved by the City and visible to the public. In the event Lessee terminates this lease and relocates its business, Lessee shall be permitted, for a period of thirty (30) days, to post its relocation address on the premises.

## 23. DEFAULTS.

In any of the following events the City, at any time hereafter, shall have the right at the City's election immediately to terminate this lease and agreement:

- a) <u>Failure to Pay</u>: In the event Lessee shall fail to make payments in the amounts and at the times and in the manner herein provided and such failure shall continue for ten (10) days after written notice thereof shall have been given to Lessee.
- b) <u>Violation of Covenant</u>: In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this lease and agreement on its part to be kept and performed, and Lessee shall not have cured or corrected such failure or violation within fifteen (15) days after written notice thereof shall have been given to Lessee.
- c) <u>Insolvency</u>: If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of Lessee under this lease shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this lease;
- d) <u>Abandonment</u>: In the event Lessee shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of the City first had and obtained;
- e) <u>Impossibility</u>: If continued performance of this agreement is rendered impossible by virtue of acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the

declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation, or prevention by legislation, regulation, decree, order or request of any federal, state, county or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies or materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or Lessee.

## 24. REMEDIES.

- a) Repossession by City: Upon the occurrence of any one or more of the events of default specified in Section 23 hereof Lessee's right to possession of the demised premises shall terminate and Lessee shall surrender possession thereof immediately. In such event, Lessee hereby grants to the City full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and the City may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and the City may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of fees due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Lessee. Lessee shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.
- b) <u>Damages</u>: In addition to terminating this lease and agreement the City may sue for and recover all damages and fees accrued or accruing under this lease and agreement or arising out of any breach thereof.
- c) Other Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this lease and agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to the City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### 25. REMOVAL OF PROPERTY.

a) Upon termination of this lease for whatever reason the City shall have the right to seize and hold the property of the Lessee until Lessee satisfies any fees, charges, losses, costs, damages and claims due the City hereunder. Any and all such property which may be seized by the City pursuant to the provisions hereof or of law, may be handled, removed, or stored at the sole risk, cost, and expense of the Lessee, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee

shall pay to the City upon demand any and all expenses incurred in the removal of said property and all storage charges against such property. In the event all such fees, charges, losses, costs, damages and claims due to the City remain unpaid for a period of sixty (60) days from the date of termination, the City shall have the right to convert to its own use the property of the Lessee in its possession or control or to sell same and retain the proceeds thereof for satisfaction of its claims against Lessee.

b) Upon satisfaction of all such fees, charges, losses, costs, damages and claims due the City, or if none such exist upon termination, the Lessee may remove or take possession of her property, provided that if in removing Lessee's personal property, fixtures, and equipment any damage to the premises results, Lessee will repair same in a proper and satisfactory manner at its own expense.

## 26. ACCESS.

Lessee shall allow the City, its officers, agents or employees the opportunity to inspect the premises, upon reasonable notice to Lessee, for the purpose of examining the same to ascertain if they are in a safe, sanitary and sightly condition and good repair, shall provide access to the premises to make repairs, renewals or restorations to the extent required to be made by the City under other sections of this lease and shall make the premises available to the City for the purpose of exhibiting the same to prospective tenants. The City shall use reasonable efforts to notify the Lessee of its intent to examine the premises, need to make repairs or desire to inspect the premises with prospective tenants.

## 27. WAIVER OF DEFAULT.

The acceptance of fees by the City whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of the City's right to act or of any other right hereby given the City, or as an election not to proceed under the provisions of this lease. The failure of either party to claim or assert any breach, default or failure of any condition under this lease agreement shall not be construed as a waiver of any such future default, breach of failure unless such term or condition shall have been waived in writing by said party.

## 28. ADDRESSES.

In every case where, under the provisions of this lease, it shall be necessary or desirable for the Lessee to give or to serve upon the City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

City Clerk,
City of Rock Springs,
212 "D" Street,
Rock Springs, Wyoming 82901.

# 29. MISCELLANEOUS.

It is mutually understood and agreed that nothing contained in this lease is intended to, or shall be construed, as, in anywise creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Lessee as the agent or representative of the City for any purpose or in any manner whatsoever.

## 30. INUREMENT.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, loyal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest herein except as hereinabove expressly provided for.

## 31. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.

The descriptive headings appearing upon this instrument are for convenience only, and are not to be construed either as a part of the terms and conditions hereof, or as any interpretation thereof.

# 32. SEVERABILITY.

Any word, line, sentence, paragraph, terms or provision of this lease found to be in any manner unlawful or invalid shall not invalidate this instrument. Any unlawful or invalid word, line, sentence, paragraph, term or provision shall be deemed separate and apart from the rest of this agreement and stricken herefrom. All remaining words, lines, sentences, paragraphs, terms and provisions shall remain in full force and effect as though the stricken portion has never appeared herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in duplicate originals the date and year first above written.

## CITY OF ROCK SPRINGS

Ву:		
	Mayor	
Attest:		
City Clerk		
		Denise Webster, Owner, Coal Train Coffee,
		LLC