

LEASE AGREEMENT

LINCOLN – UINTA COUNTY CHILD DEVELOPMENT CENTER

This agreement made and entered into this 16th day of December 2025, to be effective upon completion of the building to be constructed upon the subject property, which lease is by and between the Town of Alpine, Wyoming, a municipal corporation, the owner of the real estate described below and hereinafter referred to as the "Landlord", and the Lincoln – Uinta County Child Development Association, a Wyoming non-profit corporation hereinafter referred to as "Tenant".

WITNESSETH that for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the said Landlord does hereby lease unimproved real property located in the Town of Alpine, Lincoln County, Wyoming, which property is described and known as 247 Snake River Drive, Alpine, Wyoming 83128, said building containing 2,812 sq. ft. +/-, and hereinafter referred to as "Premises."

1. **TERM.** The term of this Lease shall be for ten (10) years commencing on the date hereof and ending ten (10) years from then, unless sooner terminated as hereinafter provided. Provided that Tenant is not in default of this lease agreement, Tenant shall be entitled to renew this lease for an additional ten (10) year term. Tenant shall give written notice to Landlord of its intention to exercise any such option not less than one hundred twenty (120) days prior to the expiration of the initial term of this lease or the expiration of the current extended term of this lease as the case may be.

2. **RENT.** The Tenant shall pay to the Landlord the annual rent of One Dollar (\$1.00) in lawful money of the United States, payable in one annual payment due November 30 of each year of the term of this Lease.

3. **ACCESS.** The Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the leased property free from any annoyance, hindrance or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

4. USE OF PREMISES. The Tenant shall use the premises for the Alpine Child Development Center in which the Tenant shall provide early childhood services from birth to five (5) years old. Tenant agrees not to use or permit the use of the premises or any part thereof for any purpose other than described in the previous sentence, and not for any purpose prohibited by law. Tenant agrees at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use and occupancy of the premises throughout the entire term of this Lease or any extension thereof. Any building construction, expansion or other substantial improvements shall require the permission of the Landlord and shall be at the sole expense of the Tenant.

In addition to the foregoing, Tenant shall not use or occupy nor permit the leased property or any part thereof to be used or occupied for any business, use, or purpose deemed disreputable or extra hazardous or which would make void or voidable any insurance then enforced with respect thereto or which would increase the premiums for or make it impossible to obtain fire or other insurance or which will cause or be likely to cause structural damage to the building or any parts thereof.

5. SURRENDER. Upon the termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this lease, reasonable wear and tear excepted. All property and improvements of the Tenant not removed at the termination of this lease shall be deemed abandoned by the Tenant.

6. REPAIR AND MAINTENANCE. The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep its portion of the leased premises in as good order and repair as it is at the time of the commencement of this lease, reasonable wear and tear excepted. The Tenant shall maintain all portions of the leased premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

7. UTILITIES. The Tenant shall pay the electrical services, water and sewer services, collection services, and other necessary utilities and services used on or in the leased premises.

8. TAXES AND ASSESSMENTS. The Tenant shall pay all real estate taxes and assessments.

9. INSURANCE. Tenant shall procure and maintain in force at its expense during the term of this Lease and any extension thereof, casualty insurance and public liability insurance with insurers and through brokers licensed in Wyoming in a sum of not less than \$1,000,000 per person, \$1,000,000 per accident for bodily injury, and \$3,000,000 for property damage. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises in a minimum amount as determined by the Landlord, for bodily injury, death and for property damage. The insurance policies shall name the Landlord as insured. The Landlord shall not be liable for any damage or injury to the Tenant, their guests or invitees within the leased premises, except as such may be due to the gross negligence of Landlord. The Tenant agrees to indemnify and hold harmless the Landlord from any such claims, liability, damages and expense, no matter how caused, including reasonable attorney fees, except as such may be due to the gross negligence of Landlord.

The Tenant shall insure Tenant's personal property kept on the leased premises and shall hold Landlord harmless for loss or damage to Tenant's property.

10. COVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof.

11. CONDITION OF LEASED PREMISES. Tenant is familiar with the condition of the leased premises and accepts the leased premises in their existing condition.

12. INDEMNIFICATION. The Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of or from the leased premises or the occupancy or use of the leased property by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, their agents, licensees, invitees, contractors, customers, employees or sub-tenant.

13. NON-ASSIGNMENT. Tenant shall not assign, mortgage, hypothecate, or otherwise encumber this lease or any interest therein, nor sublet or permit the leased premises or any part thereof to be used by any other person, firm, corporation, or other entity other than the Tenant without the written permission of the Landlord.

14. DEFAULT. If the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this lease to be paid to the Landlord at the times or in the manner provided under this lease or otherwise, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant, then Landlord may terminate this lease. In such event, Tenant shall remain liable for any repairs and alterations necessary to prepare the premises for re-letting, plus past due rent accrued, and an additional one month's rent. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by laws. If the Tenant is in default, the Landlord may prevent removal of property from the premises by any lawful means it deems necessary to protect its interest.

15. ATTORNEY FEES. If an action shall be brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this lease, or for the recovery or possession of the premises, the prevailing party shall be responsible for their own attorney fees.

16. HOLD OVER TENANCY. Should the Tenant hold possession hereunder after the expiration of the lease term hereby created with the consent of the Landlord, the Tenant shall remain on a year-to-year basis upon all the terms, covenants and conditions herein specified.

17. WAIVER. The waiver by the Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rental hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless

of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

18. BINDING EFFECT. All the terms, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

19. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made, other than as expressly set forth herein.

20. TIME OF ESSENCE. Time is of the essence of this agreement.

21. COUNTERPARTS. This Lease Agreement shall be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease as of the day and year first above written

TOWN OF ALPINE,
Wyoming municipal corporation:

LINCOLN-UINTA CHILD DVLP
ASSC.,
a Wyoming non-profit corporation

Mayor

Regional Director

Attest: _____
Town Clerk

Attest: _____
Secretary