

AMENDMENT NO. 1 TO LEASE AGREEMENT

TOWN OF ALPINE – ALPINE EDUCATION FOUNDATION, INC.

This Amendment No. 1 to Lease Agreement (“Amendment”) is made and entered into this ____ day of _____, 2026, by and between the Town of Alpine, Wyoming, a Wyoming municipality, whose mailing address is P.O. Box 3070, Alpine, Wyoming 83128 (hereinafter referred to as the “Landlord”), and the Alpine Education Foundation, Inc., a Wyoming public benefit nonprofit corporation, whose mailing address is P.O. Box 2911, Alpine, Wyoming 83128 (hereinafter referred to as the “Tenant”). The Landlord and Tenant may collectively be referred to herein as the “Parties.”

WHEREAS, the Parties entered into a Lease Agreement effective June 18, 2025, concerning approximately four (4) acres located at portions of Lot 10 and 11 of the Alpine West 2nd Addition Subdivision, Town of Alpine, Wyoming (the “Lease”); and

WHEREAS, the Lease contains Paragraph 30 titled “AIRPARK ACCESS AND NOISE WAIVER,” which requires the granting of a recorded easement to the Alpine Airpark; and

WHEREAS, the Town of Alpine has determined that it does not have the authority or legal ability to require the Alpine Education foundation, INC to grant the easement described in Paragraph 30 of the Lease; and

WHEREAS, the Parties desire to amend the Lease to remove said provision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. STRIKING OF PARAGRAPH 30

Paragraph 30 – “AIRPARK ACCESS AND NOISE WAIVER” of the Lease Agreement is hereby stricken in its entirety and shall have no further force or effect.

2. FLAGPOLE AUTHORIZATION

The Lease is hereby amended to allow the Tenant to install and maintain one (1) flagpole on the Property, not to exceed thirty (30) feet in height. The location, design, and installation of the flagpole shall comply with all applicable local ordinances, regulations, and permitting requirements of the Town of Alpine. The flagpole shall be maintained in a safe and orderly condition at all times.

3. NO BREACH OR DEFAULT

The Parties acknowledge that the removal of Paragraph 30 is due solely to the Town of Alpine’s inability to require the Alpine Education Foundation to fulfill the easement requirement

described therein. The Parties further agree that the removal of this provision shall not constitute a breach, default, or failure of performance by the Tenant under the Lease.

4. REMAINING TERMS OF LEASE

Except as expressly modified by this Amendment, all terms, covenants, and conditions of the Lease Agreement shall remain in full force and effect.

5. EFFECTIVE DATE

This Amendment shall become effective upon execution by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

LANDLORD

TOWN OF ALPINE, WYOMING

a Wyoming municipality

By: _____
Eric Green, Mayor

ATTEST:

By: _____
Monica Chenault, Clerk/Treasurer

TENANT

ALPINE EDUCATION FOUNDATION, INC.

a Wyoming public benefit nonprofit corporation

By: _____

Name: _____ Title: _____

STATE OF WYOMING)

) ss.

COUNTY OF LINCOLN)

On this ___ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument on behalf of the Town of Alpine and acknowledged the same to be the free act and deed of said municipality.

Notary Public _____

My Commission Expires: _____