
**FIRST AMENDMENT TO CHEYENNE REGIONAL AIRPORT
LEASE NO. LCMG1-001**

THIS LEASE AMENDMENT, made and entered into this 11th day of December, 2025, by and between the Cheyenne Regional Airport Board, hereinafter referred to as the “Board” or “Lessor” and Laramie County Master Gardeners, hereinafter referred to as “Lessee”;

WHEREAS, the Board is currently leasing property to Lessee and the term and conditions are set forth in Cheyenne Regional Airport Lease No. LCMG1-001, dated the 12th day of June, 2025 with a term commencing July 1, 2025 and ending June 30, 2055;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and, in the June 12, 2025 Lease, the parties hereto agree as follows:

1. All of the provisions of the underlying lease shall remain in full force and effect except for the provisions specifically amended herein. Any conflict with the lease shall be resolved in favor of this amendment. Any conflict with this amendment and any subsequent amendment shall be resolved in favor of the subsequent amendment.
2. **LEASED AREA:** The following shall be included in its entirety as described in Exhibit “A” of this Amendment: Right of way south of Airport Court, east of Airport Parkway identified as the right of way (9,018 sq. ft.)”.

Except as expressly amended herein, all other terms and conditions of Lease LCMG1-001 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

BY: _____
Timothy Bradshaw, A.A.E., Director of Aviation

BY: _____
President, LCMG

CHEYENNE REGIONAL AIRPORT - LEASE NO. LCMG1-001

THIS LEASE, made and entered into this 12 day of June 2025 by and between the **CHEYENNE REGIONAL AIRPORT BOARD**, (“Lessor” or “Board”), and **LARAMIE COUNTY MASTER GARDENERS** (“Lessee”)

W I T N E S E T H:

WHEREAS, the Cheyenne Regional Airport is owned, operated and maintained by the Cheyenne Regional Airport Board, located within the City of Cheyenne in the state of Wyoming; and

WHEREAS, the Board is willing to lease certain premises along Airport Court, Cheyenne WY more fully described in paragraph one below; and

WHEREAS, the Board is willing to lease same to Lessee under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **LEASED AREA**: The Board hereby leases and demises unto the Lessee, and the Lessee hereby hires and takes from the Board, the following described premises, all at the Cheyenne Regional Airport, Cheyenne, Wyoming (Shown in Exhibit A):

A. Lot south of Airport Court, east of Airport Parkway identified as Lot 1 (9,951 sq.ft) and 2 (12,491 sq.ft) through the City of Cheyenne.

2. **TENANT'S ACCEPTANCE OF PROPERTY**: Neither the Board nor its agents have made any representations with respect to the leased property except as expressly set forth herein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. The taking of possession of the leased property by

the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" and that the leased property was in good condition at the time possession was taken subject to the installation of Lessee improvements as anticipated by Section 4 A.

3. **TERM**: The term of this lease shall commence as of 12:01 A.M., Mountain Daylight Time, on the 1 day of July 2025 and end at 11:59 P.M., Mountain Daylight Time, on the 30 day of June 2055 unless sooner canceled or terminated as hereinafter provided. Lessee is granted the option to extend this lease for one (1) additional five (5) year terms. The lease will automatically renew on July 1, unless Lessee provides the Lessor with a written termination notice by January 1, 2055.

4. **FEES**: The Lessee covenants and agrees to pay and Board hereby accepts the rental amounts below as follows:

A. **Land Lease: \$0.00.**

B. **TENANT IMPROVEMENT**: Lessee is responsible for the improvement of the site and the beautification of the surrounding area. Lessee is responsible for improvements to the general use of the space and the addition of structures. The list of minimum requirements is listed in section 4C.

C. **Lessee required improvements**: Lessee agrees to install and maintain at a minimum a geodesic greenhouse and raised beds. Domes are not permanent fixtures or permanent tenant improvement to leased ground. They are non-permanent structures which can and will be removed and remain the property of the Lessee at Lessee's discretion.

5. **ALTERATIONS**: Any remodeling or alterations must have the prior written approval of the Director. Any remodeling or alterations which take place without the Director's prior written approval shall be removed and the premises restored to its original condition, at the Director's request,

and at the Lessee's sole expense. Title to all improvements constructed or installed by the Lessee in or on the demised premises (except trade fixtures which can be removed without damage to the property), and all materials forming part thereof, not removed at the termination of the lease, shall pass to the Board as the same or any part thereof are constructed or installed or otherwise affixed to said premises.

6. **USE OF PREMISES:** The space is to be used for construction of a series of five connected geodesic dome greenhouses in a pentagonal array. Lessee also has permission to develop the surrounding landscape and development, placement of a water line with a frost-free hydrant for potable water, and connection for electrical access for use within the greenhouse array. The greenhouse and facility will be used for Lessee's non-profit initiatives.

Lessee shall use said premises, only in those activities which are enumerated herein and no other, without the prior written permission of the Board, and Lessee shall use the demised premises for no other or unlawful purposes whatsoever. Lessee shall not commit or permit any nuisance from or upon the leased premises. The use of the space is at risk.

The Lessee shall, at all times during the term hereof, actively use the leased areas for the purpose herein specified and shall not at any time leave any part of the of the leased area vacant without the Director of Aviation's prior written consent. In the event Lessee abandons any part of the leased area for periods of thirty (30) days, such part may be reclaimed by the Director of Aviation, unilaterally deleted from this lease, and devoted to another use.

7. **UTILITIES:** All utilities, including electricity, gas, water, sewer & trash removal, required by Lessee during the term hereof of the leased premises shall be obtained and secured by Lessee.

8. **MAINTENANCE**: Board shall not be responsible for maintaining other than basic mowing as deemed necessary by the airport, or make any improvements or repairs of any kind in or upon the leased premises. Lessee is responsible for all maintenance and upgrades to the leased area.

9. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign, transfer, mortgage, pledge or sublet its rights in this lease nor grant any concession hereunder, in whole or in part, without the prior written consent of the Board.

- a. In the event that the Lessee wishes to transfer or assign their lease they must provide at least 60 days written notice. Approval from the Board will not be unreasonably withheld.
- b. Prior to transfer or assignment of lease, the current Lessee must provide the Board with the company name, address and principal signatory of the new company. Current Lessee must also verify insurance has been acquired by incoming Lessee.

10. **AGREEMENTS WITH THE UNITED STATES OR THE STATE OF WYOMING**: This lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between the Cheyenne Regional Airport and the United States or the State of Wyoming relative to the operation and maintenance of the Cheyenne Regional Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion or development of said airport or its facilities.

11. **MINORITY BUSINESS ENTERPRISES**: Lessee hereby assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of any contract including leases covered by 49 Code Federal Regulations, Part 23, on the grounds of race, color, national origin or sex. Lessee further

assures that it will include the language of this paragraph in all sub-leases and cause all sub-leases to similarly include this clause in further sub-leases.

12. **COMPLIANCE WITH LAWS:** The Lessee covenants that it will use the demised premises in accordance with all applicable laws and ordinances as well as in compliance with regulations either governing or adopted by the Board for the management, control and operation of the Cheyenne Regional Airport.

13. **SIGNS:** Lessee shall not install, paint or maintain any signs whatsoever upon the demised premises without the prior written permission of the Director of Aviation.

14. **RIGHT OF INSPECTION:** The Board reserves and retains for its officers, employees, and authorized representatives the full and unrestricted right to enter the premises for the purpose of inspecting or protecting such premises and of doing any and all things which the board deems necessary for the proper general conduct and operation of the Cheyenne Regional Airport.

15. **CANCELLATION AND TERMINATION:** The Board may cancel and terminate this lease and may repossess the premises, with or without process of law, without liability, in the event any installment of rent, or other payment provided for herein, is in arrears, and remains unpaid for fifteen (15) days after the same is due. In the event of a default as to any other provision of this lease, Board shall give thirty (30) days written notice to Lessee of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such default, which shall have been stated in such notice, shall have been cured within such thirty (30) days; provided, however, the Lessee shall be allowed only two such notices in any 12 month period which it may cure within the

time specified in this paragraph. The third such notice in any 12-month period shall be final and shall cancel and terminate all of the rights hereunder of the Lessee, without any right on the part of the Lessee to cure default after receiving such notice.

Further, in the event the Lessee shall engage in any activity or practice (except as herein specifically permitted) which hinders or interferes with the proper use and operation of the Airport, then the Airport may order the Lessee to forthwith cease and desist from such activity or practice, and should the Lessee fail or refuse to comply with any such order within thirty (30) days, then the Airport may at its option cancel and terminate this lease.

In the event of cancellation and termination of this lease by the board as herein provided, the Lessee shall be liable to the Board for the balance of the rent herein reserved and all costs of collection, including reasonable attorney's fees.

16. **TAXES, LICENSES, DEBTS:** The Lessee covenants and agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by it in connection with its operation of said business on the leased premises, and not permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said property or improvements thereon which will in any way be an impairment to the right of the Board under this lease.

17. **INSURANCE:** At all times during the term of this lease and of any renewal or extension hereof, Lessee agrees that it will, at its own cost and expense, provide and keep in force, for the benefit of the Lessee and the Board as "additional insured," a policy, or policies, of insurance as follows:

A. Bodily injury and property damage combined single limit commercial general liability insurance in an amount not less than \$1,000,000 per occurrence.

18. **INDEMNIFICATION OF BOARD AGAINST CLAIMS OF PERSONAL INJURY OR PROPERTY DAMAGE:** Lessee shall defend, indemnify and hold Board harmless from and against any claim, loss, expense or damage to any person or property in or upon the leased premises or any area allocated to or used exclusively by Lessee or its agents, employees, or invitees, arising out of Lessee's use or occupancy of said premises, or any act or neglect of Lessee or Lessee's servants, employees, or agents, or any change, alteration or improvement made by Lessee in the leased premises.

19. **WAIVERS:** No waiver or default by the Board of any of the terms, covenants or conditions to be performed, kept and observed by the Lessee shall be construed as, or operate as, a waiver by the Board of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the Lessee.

20. **SURRENDER AND HOLDING OVER:** The Lessee covenants that at the expiration of the period for which the demised premises are leased to it, or at the earlier termination of the letting thereof, it will quit and surrender said premises in good state and condition and shall return the site to its original pre-lease condition unless agreed upon by the board. Should the Lessee hold over the use of or continue to occupy the demised premises after expiration of the lease, such holding over will be as a tenant at sufferance for which use it shall pay rent at double the amount herein provided and in addition be liable for any and all damages resulting from such tenancy.

21. **QUIET ENJOYMENT:** Board covenants for itself, its successors and assigns that Lessee, upon payment of the rent and performance of Lessee's other covenants herein, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term of this lease.

22. **NOTICES:** Any notices required or given hereunder shall be given by first class mail, telegram, or personal delivery addressed to the respective addresses below, or such other address as may be specified in writing from time to time:

BOARD

Cheyenne Regional Airport Board
P. O. Box 2210
Cheyenne WY 82003
(307) 634-7071

LESSEE

Laramie County Master Gardeners
P.O Box 2540
Cheyenne, WY 82003
<https://www.lcmg.org>

23. **TERMINATION OF LEASE UPON CONDEMNATION - RENT APPORTIONMENT ENTIRE AWARD TO BOARD:** If the leased property, or any party thereof is taken by eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this lease shall expire on the date when the leased property shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Lessee.

24. **OTHER AGREEMENTS:**

A) **Declaration of Governing Law.** This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

B) **Plural, Singular, Gender to be Read in Context.** Any word contained in the text of this lease shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

C) **Joint and Several Obligation of Lessee, Partners.**

If there is more than one party tenant, the covenants of the Lessee shall be the joint and several obligations of each such party, and, if the Lessee is a partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm.

D) **Binding Effect on Parties, Representatives, Successors and Assigns.** The provisions of this lease shall be binding on and insure to the benefit of the parties, their legal representatives, successors and permitted assigns.

E) **Parties have relationship of landlord and Tenant-Not Principal-Agent, Partners or Joint Ventures.** Nothing contained in this lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Board and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Board and Lessee other than the relationship of landlord and tenant.

F) **Captions for Convenience-Not part of Lease-Not to Limit or Amplify Lease.** The captions of this lease are for convenience only, are not a part of the lease, and do not in any way limit or amplify the terms and provisions hereof.

G) **Identification of Leased Premises by Annexed Plan.** The plan attached to and made a part of this lease, except as otherwise specifically provided, is used solely for the purpose of identifying or designating the leased premises. Any markings, measurements, dimensions or notes of any kind contained therein have no bearing with respect to the terms and conditions of this lease and are not to be considered a part hereof.

H) **Prior Representations Incorporated into Lease-No Representations Warranties or Promises by Landlord, Agents or Representatives.** All negotiations, considerations, representations and understandings between the parties are incorporated in this lease, and Lessee acknowledges that Board, its agents and representatives, have made no representations, warranties or

promises with respect to the leased premises except as may be expressly set forth herein.

I) **Severability of Invalid or Unenforceable Clause-Remainder of Lease Enforceable- Clause Applicable to Other Persons and Circumstances.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

J) **Attorney's Fees.** If any legal action or other legal proceeding (including arbitration) relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

25. **Non-waiver of Governmental Immunity.** Owner expressly reserves its right to invoke governmental immunity for any claim in tort or contract arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq. Nothing herein shall constitute a waiver of any immunity in part or in whole by Owner.

26. **Mariano Doctrine.** Lessee is hereby on notice of the Mariano doctrine as articulated by the Wyoming Supreme Court in the case of Mariano & Associates, P.C. v Board of County Commissioners of Sublette County 737 P.2d 323, Wyo., 1987 and its progeny. The Town acting through its governing body may not be empowered to bind any future governing body to the terms of this agreement and specifically reserves all rights granted to future governing bodies to terminate this agreement pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Cheyenne Regional Airport Board:

BY: **Tim Bradshaw**
Timothy Bradshaw, A.A.E., Director of Aviation

Digitally signed by
Tim Bradshaw
Date: 2025.06.19
15:38:59 -06'00'

Laramie County Master Gardeners:

BY: Kormákur Högnason
Kormákur Högnason

Exhibit A

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