

Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is entered into as of the date set forth below by and between the City of Driggs, hereafter referred to as "Landlord," and Teton County, hereafter referred to as "Tenant," sometimes collectively referred to as the "Parties" or individually as a "Party."

Recitals

- A. Landlord owns the City Shop building (the "Building") on real property described as follows:
235 South 5th Street, Driggs, Idaho (Extension office)
- B. The Building includes an office/storage suite with the same street address containing approximately 1,900 square feet (the "Leased Premises").
- C. The Leased Premises are ready for immediate occupancy, and Landlord is desirous of leasing the same to the Tenant effective October 1, 2010.
- D. The Parties desire to enter into this Lease to define their rights, duties, and liabilities relating to the Leased Premises, as defined below.

Agreement

NOW, THEREFORE, In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises, consisting of approximately 600 square feet for exclusive use, and approximately 1,300 square feet of Common Area, upon the terms and conditions set out in this Lease.
2. **Term of Lease.** This Lease shall have an initial term of ten (10) years, commencing on October 1, 2010 (the "Commencement Date"). This Lease shall automatically renew for successive five-year terms unless Tenant gives Landlord written notice of nonrenewal at least ninety (90) days prior to the end of the then applicable term.
3. **Rent.** Tenant shall pay to Landlord an initial monthly rent of \$300.00 ("Monthly Rent"). Tenant shall pay Rent to Landlord, in advance, on the Commencement Date and thereafter on the first day of each month of the lease term. Rent shall be paid in lawful money of the United States. Rent shall be prorated the first month (if a partial month) based on the number of days remaining in the month after the Commencement Date.
 - 3.1 **Additional Terms.** During the term of this Lease Agreement, the Landlord shall have the right to increase the Monthly Rent by an amount equal to any increase in proportional utility costs associated with the Leased Premises.
 - 3.2 **Late Fees.** If any Rent, additional rent or other amount payable by Tenant as provided herein is not paid within ten (10) days after the date it is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the past due amount. The late charge is due immediately

and is in addition to all of Landlord's other rights in this Lease. In the event Landlord gives written notice of Tenant's delinquency in the payment of Rent or other amounts, default or other Lease violations, Tenant agrees to pay Landlord's actual costs and attorneys' fees reasonably incurred in providing such notice, in addition to the late charge and all other payments and obligations called for herein.

3.3 Interest. In addition to the late charge, all Rent, additional rent and other amounts payable by Tenant under this Lease not paid within fifteen (15) days after the due date hereunder and all late charges thereon shall bear interest from the date due at the rate of twelve percent (12%) per annum, compounded monthly, until paid in full, including all accrued interest.

4. Tenant's Share of Common Costs; Common Areas.

4.1 All common areas and other common facilities so designated and made available to occupants of the Building, both inside and outside the Building (hereinafter collectively called "common areas"), shall be subject to any and all rules and regulations for the use thereof as Landlord may establish from time to time. Common areas (as initially constructed or as the same may be enlarged or reduced at any time in the Landlord's discretion) shall mean all areas, space and facilities from time to time made available for the common and joint use and benefit of occupants of the Building, and their respective employees, agents, clients, customers, guests or invitees, which may include (but shall not be deemed a representation as to their availability) improvements within common areas outside the Building such as sidewalks, driveways, entrances, exits, parking lot, parking spaces, landscaped areas and any and all other facilities that are common areas outside the Building and improvements within common areas inside the Building such as foyer, reception area, restrooms, hallways, stairs, conference room (if any) and any and all other facilities that are common areas inside the Building. Landlord shall at all times have the right, in its sole discretion, to determine and change the nature and extent of the common areas, to make changes, alterations or improvements to, and reduction in, any of the common areas as the Landlord may determine.

4.2 Landlord hereby expressly reserves the right from time to time, but not the obligation, to construct, maintain, and operate lighting and other facilities, equipment and signs on any or all of the common areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of the common areas; to restrict parking by Tenant, any other tenant and their respective employees (employees of Tenant shall park only in areas designated by Landlord for employee parking), agents, servants, licensees, clients, customers, invitees, guests and visitors; to close temporarily all or any portion of the common areas for repairs or changes thereto; and to establish, modify and enforce reasonable rules and regulations with respect to the common areas and the uses to be made thereof.

4.3 Landlord shall operate, manage, equip, light and maintain the common areas in such manner as Landlord may from time to time determine, in its sole discretion, and it shall have the right and exclusive authority to employ and discharge all personnel, including independent contractors, with respect thereto.

4.4 Subject to the terms of this Lease, Tenant shall have a nonexclusive license to use, during the term of this Lease, the common areas inside and outside the Building as they may now or at any time during the term of this Lease exist; provided, however, that if the size, location or arrangement of any such common areas or the type of facilities at any time forming a part thereof is

changed, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefore, nor shall such change of such common areas be deemed a constructive or actual eviction; provided, however, that if the total square footage of common areas inside the Building changes, then Tenant's Monthly Rent shall be adjusted to reflect any increase or decrease in Tenant's proportionate share of the common areas.

4.5 There are no parking spaces assigned to or reserved for Tenant. Common area parking shall be on a first come, first serve basis. Landlord may establish rules and regulations regarding parking requirements and locations for Tenant, its employees, agent and/or its clients, customers, guests or invitees. Other occupants of the Building shall have the nonexclusive right to cross over and use in common with Tenant the common areas as designated from time to time by Landlord, including without limitation the parking areas.

4.6 Notwithstanding any other provision of this Lease, Tenant acknowledges, understands and agrees that Landlord shall have no obligation to keep the Leased Premises, the Building or any of the common areas lighted or to provide security for the Leased Premises, the Building or any of the common areas during any time of any day or night. Tenant's use of the Leased Premises, the Building or any of the common areas shall be at Tenant's own risk and Tenant shall be responsible for the protection of Tenant and each of Tenant's employees, agents, clients, customers, guests and invitees while at, on or about the Leased Premises, the Building or any of the common areas regardless of the time of day or night. Landlord shall have no responsibility or liability therefore of any kind or nature whatsoever.

4.7 In order to establish that the Building and the real property upon which it is located is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Landlord shall have the unrestricted right to close all or any portion of the Building and the real property, including any or all of the common areas, on which it is located to the general public for one (1) day in each calendar year and, in connection therewith, to seal off all entrances to the Building and the real property on which it is located.

4.8 Janitorial. Tenant shall be responsible for janitorial services for all portions of the Leased Premises, as well as the interior common areas.

4.9 Landscaping and Snow Removal. Landlord shall be responsible for maintaining all landscaping in the exterior common areas, as well as snow removal in the parking areas. Tenant and Landlord will jointly accomplish the snow removal for common areas designated for pedestrian use.

5. Possession. Tenant shall be entitled to possession of the Leased Premises on the Commencement Date.

6. Use of Leased Premises.

6.1 The Leased Premises shall be used by Tenant solely for business offices, educational space, non-invasive clinical space, or storage of records and no other purposes, unless agreed to in writing by Landlord.

6.2 Tenant shall not commit or allow to be committed any waste upon the Leased Premises, or any nuisance on or about the Leased Premises.

6.3 Tenant agrees not to use, store or deposit any substance that is hazardous or dangerous to person, property or the environment (or any similar substance) as now or hereafter defined by or determined pursuant to any applicable law or regulation ("Hazardous Substance") in, on or about the Leased Premises in violation of applicable law, and Tenant shall indemnify and hold Landlord harmless against any liabilities, fines, penalties, damages, costs, losses and claims therefore, including attorneys' fees incurred in connection therewith, arising from or related to the presence of any Hazardous Substance in, on or about the Leased Premises, which presence was caused by Tenant, its agents, employees, invitees or guests.

6.4 Tenant will not do or permit to be done any act or thing upon the Leased Premises that would (a) jeopardize or be in conflict with fire insurance policies covering the Leased Premises; (b) increase the rate of fire insurance applicable to the Leased Premises to an amount higher than it was prior to the commencement of the term of this Lease; (c) increase the fire hazard beyond that which would exist by reason of the ordinary use or occupancy of the Leased Premises; (d) make uninsurable the Leased Premises or any part thereof; or (e) subject Landlord to any liability or responsibility for injury to any person or persons or damage to any property by reason of any business or operation being carried on upon the Leased Premises.

6.5 Neither Landlord nor Tenant will do or permit to be done anything in, about, or upon the Leased Premises that interferes with the rights of, or tends to annoy, Landlord, Tenant or any other tenant with respect to Landlord's or any other tenant's use of the Building or any of the common areas, or that conflicts with federal, state or local laws or regulations, or that is dangerous to persons or property.

7. Changes Required by Law or Regulations. If any changes, alterations or additions are required by any law, ordinance or regulation of the Fire Department, Board of Health, or other similar entity relating to Tenant's use of the Leased Premises, then the cost of such change, alterations or additions will be paid by Tenant.

8. Utilities. All utilities supplied to or used at the Leased Premises shall be included in Monthly Rent, and increases in such costs shall be considered in calculating the Monthly Rent during the term of this Lease.

9. Alterations and Improvements. Tenant shall make no changes, improvements or alterations to the Leased Premises without the Landlord's prior written consent.

9.1 All approved changes shall be at the Tenant's sole cost and expense and shall be performed, or cause to be performed, by the Landlord. Tenant agrees that any alterations or improvements made shall not abate the Rent.

9.2 Any alterations of the Leased Premises, including without limitation Tenant's improvements, shall become at once a part of the realty and belong to the Landlord, except trade fixtures supplied and paid for by the Tenant subject to the Tenant's duty to remove as set out in this Lease.

9.3 At Landlord's request, within thirty (30) days prior to this Lease's termination, Tenant shall restore the Leased Premises to the condition that existed at the Commencement Date, except for normal wear and tear; provided that Tenant may request, prior to commencing any

approved change, improvement or alteration, Landlord's written waiver of this section with regard to said change, improvement or alteration.

9.4 Tenant shall keep the Leased Premises free from any liens, and shall indemnify and hold Landlord harmless and defend it from any liens or encumbrances, damage, loss or expense arising out of any work performed or materials furnished by or at the direction of Tenant to the Leased Premises.

10. Trade Fixtures. Tenant may install such equipment as is customarily used in the type of business conducted by Tenant; provided it can be installed without damage to the Leased Premises. At the termination of this Lease, at the direction of the Landlord Tenant shall, or at Tenant's option Tenant may, remove from the Leased Premises all such equipment and all other property of Tenant provided that Tenant repairs the damage caused by the removal and restores, at the Tenant's sole cost and expense, the Leased Premises, consistent with paragraph 14. Any property of the Tenant not removed by the termination of this Lease shall at the option of the Landlord become the property of the Landlord.

11. Care of Leased Premises. Tenant shall keep the Leased Premises in a neat, clean and sanitary condition and shall at all times preserve them in good condition and repair, ordinary wear and tear excepted. If Tenant shall fail to do so, Landlord may at its option place the Leased Premises into said condition and state of repair, and in such case Tenant on demand shall pay or reimburse Landlord for the costs thereof.

12. Repair and Maintenance.

12.1 Except as provided above, Tenant shall, at its own expense, maintain and make all necessary repairs and replacements to the interior of the Leased Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary. All repairs and replacements shall be approved in advance by Landlord in writing and must be of quality and class at least equal to the original work as reasonably determined by Landlord. Notwithstanding the foregoing, the Landlord shall be responsible for repairing and replacing the structural components of the Leased Premises, including the roof, foundation, exterior walls and plumbing systems.

12.2 On default of the Tenant in making such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent.

12.3 Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by any act or omission of Tenant or any of its contractors, subcontractors, licensees, employees, agents, servants, clients, customers, invitees, guests or visitors.

12.4 Except as provided in paragraph 7 above, Landlord shall be responsible for all costs associated with the parking lot, the structural components of the Premises, and the HVAC.

13. Right of Entry.

13.1 Landlord may enter the Leased Premises at all times for emergencies, and at reasonable times, after prior notice, during or after business hours, for the purpose of inspecting,

cleaning, repairing, altering, improving or exhibiting the Leased Premises, but nothing in this Lease shall be construed as imposing any obligation on the Landlord to perform any such work.

13.2 If notice of nonrenewal is given by either of the Parties as provided in paragraph 2 above, Landlord may place "FOR RENT" or "FOR SALE" signs on the exterior of the Leased Premises and after reasonable notice may enter the Leased Premises for purposes of showing the Leased Premises to prospective tenants, purchasers and lenders.

14. Damage or Destruction.

14.1 All damage or injury done to the Leased Premises by Tenant or by any persons who may be in or upon the Leased Premises at the invitation of Tenant shall be paid for by Tenant.

14.2 If the Leased Premises should be damaged or destroyed by fire or other casualty, the rent shall be abated in the same ratio as the portion of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises. Notwithstanding the previous sentence, if the Leased Premises are partially or totally destroyed or damaged by fire or any other casualty to the extent that a substantial part of the Leased Premises is rendered untenable and cannot be reasonably and substantially repaired within 120 days, this Lease shall terminate thirty (30) days following said damage or destruction, unless the Parties otherwise agree in writing.

15. Limitation of Landlord's Liability. Notwithstanding any other provision of this Lease, all covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord, but are made and intended for the purpose of binding only Landlord's interest in the Leased Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or any of its members, managers, employees or agents or any of their respective heirs, legal representatives, successors or assigns on account of this Lease or on account of any covenant, undertaking or agreement of Landlord contained in this Lease.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, hold harmless and defend Landlord and Landlord's members, managers, employees and agents, and each of them, from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the occupancy or use by Tenant of any part of the Leased Premises or occasioned wholly or in part by any act or omission of Tenant or any of its contractors, subcontractors, licensees, agents, servants, employees, clients, customers, guests, invitees or visitors, or any assignee or sublessee, or any other person or entity for whom Tenant would otherwise be liable. Landlord shall not be liable for any injury, loss or damage to persons or property sustained by Tenant or other persons on or about the Leased Premises or relating to this Lease, except for any such to the extent caused by Landlord's negligence.

17. Insurance.

17.1 Tenant shall procure and maintain its own property damage insurance coverage for all Property of Tenant. Landlord shall have no responsibility or liability for any Property of Tenant installed, kept or used at, on or from the Leased Premises.

17.2 Tenant shall provide liability insurance at Tenant's sole cost and expense, against claims for bodily injury and property damage under a policy of general liability insurance, with limits of \$1,000,000 single limit or its equivalent for bodily injury, and \$500,000 for property damage for matters occurring at the Leased Premises as a result of Tenant's occupancy or use thereof. Such policy shall name Landlord as an additional insured. Tenant shall furnish the Landlord with a certificate evidencing the aforesaid insurance coverage on or before the Commencement Date.

17.3 As required by the law of the state of Idaho, Tenant shall procure and maintain worker's compensation insurance covering all persons employed, directly or indirectly, in connection with any repair or alteration of the Leased Premises by Tenant, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant.

17.4 The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder. No policy of Tenant's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord by the insurer. Tenant shall, at least thirty (30) days prior to the expiration of the policies, furnish Landlord with renewals or binders therefor.

17.5 Tenant shall procure and maintain such insurance coverages described in this paragraph 21, at Tenant's expense, throughout the term of this Lease and any holdover.

17.6 The insurance required under this paragraph 17 shall be issued by carriers licensed in Idaho acceptable to the Landlord. Landlord's approval shall not be unreasonably withheld.

18. Waiver of Subrogation. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss or damage to property arising by reason of fire and such items as are included under the normal extended coverage clauses of fire insurance policies as required to be carried by the Parties under this Lease, or any other insurance policies existing for the benefit of the respective Parties.

19. Assignment and Subletting. Tenant shall not assign this Lease or sublease any part of the Leased Premises, except upon Landlord's prior written consent. The Landlord shall not unreasonably withhold said consent. Any such approved assignment or sublease shall not relieve Tenant of any of its obligations under this Lease.

20. Quiet Enjoyment. Landlord covenants that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without disturbance by the Landlord or from any person claiming through the Landlord.

21. Nondisturbance Statement. Tenant's rights under this Lease shall not be disturbed by the holder of any encumbrance heretofore or hereafter placed by the Landlord upon the Leased Premises, unless Tenant shall breach any of the provisions of this Lease or unless Tenant's rights to possession are terminated in accordance with provisions of this Lease. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

22. Signs.

22.1 All signs must comply with applicable sign ordinances and regulations be placed in accordance with the required permits and meet the requirements of the Sign Criteria and Procedures attached hereto as Exhibit C.

22.2 At the termination of this Lease, Tenant shall remove all signs placed by it upon the Leased Premises, and shall repair any damage caused by such removal.

23. Vacating Upon Termination. Tenant covenants and agrees that upon the expiration of this Lease, or upon the termination of this Lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the Leased Premises together with all improvements, except removable trade fixtures, thereon to the Landlord, Landlord's agents or assigns unless Tenant shall have expressly acquired the right to remain through a written extension of this Lease signed by Landlord.

24. Licenses and Permits; Compliance with Laws. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for conducting Tenant's business at the Leased Premises, or for the Tenant's making of repairs, alterations, improvements or additions. Tenant shall comply with all laws, regulations and ordinances applicable to Tenant's possession or use of the Leased Premises or Tenant's business conducted on or from the Leased Premises.

25. Lien on Tenant's Personal Property. Tenant hereby conveys to Landlord a security interest in all Property of Tenant situated on or in the Leased Premises as security for the payment of all Rent, Tenant's Shared Costs, additional rent, late charges, interest and other sums due or to become due hereunder. Said property shall not be removed from the Leased Premises without the consent of Landlord until all Rent and other sums due or to become due hereunder shall have first been paid and discharged. The Parties intend that this instrument shall have the effect of a mortgage or lien upon such property, and Landlord, upon default of Tenant in the payment of Rent, late charges, interest or other sums due or to become due hereunder, may take possession of said property either to its own use or to sell the same for the best price that can be obtained at public or private sale, and out of the money arising therefrom, pay the amount due Landlord, and all costs growing out of the execution or enforcement of any provisions hereof, paying the surplus, if any, to Tenant. If said property, or any portion thereof, shall be offered at public auction, Landlord may become the purchaser thereof. Landlord agrees not to file a financing statement with the Secretary of State of Idaho so long as Tenant complies with the terms of this Lease, including the timely payment of Rent.

26. Default and Reentry.

26.1 If Tenant defaults in any Rent, Tenant's Shared Costs or other payment due under the terms of this Lease, and such default is not cured within ten (10) calendar days after written notice from Landlord or, if the default is other than the payment of Rent, Tenant's Shared Costs or other payment due hereunder and the default is not cured within thirty (30) calendar days after written notice from Landlord, Landlord may terminate this Lease and reenter the Leased Premises; or Landlord may, without terminating this Lease, reenter the Leased Premises and relet the whole or any part upon as favorable terms and conditions as the market will allow for the balance of the lease term.

26.2 Notwithstanding any reentry, the liability of the Tenant for the full amounts payable by the Tenant under this Lease shall not be extinguished for the balance of the Lease term. Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental or on different economic terms plus the reasonable costs and expenses of reletting the Leased Premises including, but not limited, to commissions, advertising, attorney's fees, and the costs of renovating or altering the Leased Premises.

27. Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Leased Premises, the Building or any common areas, and Landlord shall not be liable to Tenant for any damages resulting in any action taken by a holder of any interest pursuant to the right of that holder.

28. Removal of Property.

28.1 If the Landlord, after Tenant's default, lawfully reenters the Leased Premises, Landlord shall have the right, but not the obligation, to remove all property located therein and to place such property in storage or to secure the property on the Leased Premises at the Tenant's expense and risk. If the Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days' written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale.

28.2 Landlord, at its sole discretion, may retain any trade fixtures and other items of Tenant's property, which are not removed by the Tenant at the expiration of the Lease or at such earlier time as Tenant's rights under this Lease may be terminated for default. At Landlord's option, title to the fixtures and other property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property or for any other matter in connection for the Landlord's acquisition of the fixtures and attached property.

29. Holdover. If Tenant shall holdover after the expiration of the term of this Lease, Tenant, shall remain bound by all of this Lease's covenants and agreements, except that the tenancy shall be from month to month, and the monthly rent shall be twice the Rent.

30. Non-waiver of Covenants. The Landlord's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future. The subsequent acceptance of Rent, Tenant's Shared Costs or other payments, whether full or partial payment, 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 the Tenant to pay the particular part of the Rent, Tenant's Shared Costs or other payment accepted, regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of that part of the Rent, Tenant's Shared Costs or other payment.

31. Costs and Attorney's Fees. In the event it is necessary for either Party to use the services of an attorney to enforce any of the terms of this Lease, such enforcing Party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation or arbitration regarding any of the terms of this Lease, the prevailing Party as determined by the court or arbitrator shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as may be adjudged by said court or arbitrator to be due.

32. Force Majeure. Landlord's or Tenant's failure to perform any of its obligations under this Lease shall be excused, if due to causes beyond the control of Landlord or Tenant, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, earthquakes, epidemics and strikes. The foregoing shall not apply to Tenant's obligation to pay Rent or other amounts due hereunder as and when due.

33. Captions and Construction. The titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction and interpretation of any part of this Lease.

34. Time. TIME IS OF THE ESSENCE IN THIS LEASE.

35. Binding on Heirs, Successors and Assigns. All the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other provisions of this Lease.

36. Savings Clause. Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any applicable statute, law, regulation, zoning code or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

37. Entire Agreement; Amendment. This Lease and the Exhibits attached hereto and incorporated by reference herein constitute the entire agreement of the Parties. Unless set forth herein in writing, neither Party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Lease. No alterations, changes, or amendments to this Lease will be binding upon either Party unless such Party has executed a written statement acknowledging such alteration, change or amendment.

38. Governing Law. This Lease shall be governed by the laws of the State of Idaho.

39. Remedies Cumulative. The specified remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or terms of this Lease. The Landlord's selection of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

40. Notices.

40.1 Any notices shall be effective if personally served by a Party upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Landlord: City of Driggs
 P.O. Box 48
 Driggs, Idaho 83422

Tenant: Teton County
Extension Office
c/o 150 Courthouse Drive #208
Driggs, Idaho 83422

40.2 Notices mailed shall be deemed given on the date of mailing. Landlord and Tenant shall notify each other of any change of address.

41. Interpretation. This Lease has been negotiated by the Parties. This Lease shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by either Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

42. Recitals. The recitals are a material part of, and incorporated by this reference in, this Lease.

IN WITNESS WHEREOF, the Parties have signed this Lease to be effective as of October 1, 2010, and state that they are authorized to execute this agreement.

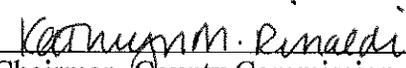
LANDLORD:

City of Driggs

By  _____
Mayor

TENANT:

Teton County, Idaho

By  _____
Chairman, County Commission