



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Upper Snake Field Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401
(208) 524-7500



In Reply Refer To:
2860 (ID310)
(JDI-25503)

Exhibit C
IDI-25503
Communication Use Lease
Amendment
May 30, 2013

August 3, 2012

CERTIFIED MAIL 7011 1570 0000 4528 3495
RETURN RECEIPT REQUESTED

DECISION

Idaho Public TV
1455 N Orchard St
Boise II) 83706-2239

Communication Use Lease Amended
IDI-25503

Communication Use Lease IDI-25503 Amended **STIPULATIONS UPDATED**

The above mentioned authorization is located on public lands withdrawn to the United States, Department of Energy, acting through its Idaho Operations Office (DOE-ID). The Idaho National Laboratory Site (INL) is managed through a Memorandum of Understanding (MOU) between the DOE-ID and the Bureau of Land Management (BLM). Authorizations located within INL are subject to terms and conditions imposed by DOE-ID and the BLM.

The MOU was updated and signed into effect on October 24, 2011. Through this MOU, DOE-ID revised their stipulations. These stipulations include necessary security measures, resource requirements, and other terms and conditions to help DOE-ID facilitate its mission.

Your authorization is hereby amended subject to the DOE-ID stipulations as shown on Exhibit A, dated July 20, 2012, copy attached. This amendment is issued under the authority of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and current Bureau regulations found at 43 CFR 2800. The authorization remains subject to the BLM stipulations outlined in your authorization and regulations found at 43 CFR 2800.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the

notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Becky Lazdauskas, Realty Specialist, at



(208) 524-7521.

Jeremy Casterson
Field Manager

Enclosure
Exhibit A- DOE-ID Stipulations

cc:
Justin C. Oliver
General Attorney
Department of Energy, Idaho Operations Office

IDI-25503
Exhibit A - July 20, 2012
DOE-ID RIGHT-OF-WAY STIPULATIONS

Specific Obligations of the Grantee

Grantee, its contractors, agents, and employees (Grantee) must **at its sole expense** comply with all of the following requirements while using lands within the Idaho National Laboratory (INL) Site:

1. Grantee must follow all INL security regulations and procedures imposed on its activities. Prior to commencement of any activity that involves access to the INL Site, Grantee must obtain INL identification badges for its employees and agents and instruction on security regulations and procedures. Point of contact for these requirements is the Central Facilities Area Physical Security Officer [telephone (208) 526-0577].
2. Grantee must obtain all permits, licenses, and authorizations necessary for it to conduct activities under this Right-of-Way and must abide by all federal, state, and local requirements that apply to its activities under this Right-of-Way.
3. Grantee will receive and read a US Department of Energy Idaho Operations Office (DOE-ID) Idaho Cleanup Project Safety Brochure on Military Munitions on the INL. Grantees must also ensure that their employees and agents working on the INL receive and read the brochure.
4. Grantee may excavate only where necessary and only within the area included within this Right-of-Way. If Grantee will excavate in an area that has not been previously disturbed, a cultural resources survey must be performed and clearance given by the Department of Energy, Idaho Operations Office (DOE-ID) before excavating. If Grantee will excavate in an area designated as an institutionally controlled unexploded ordnance area that has not been previously cleared, an unexploded ordnance survey must be performed and clearance given by DOE-ID before excavating.
5. Grantee must use existing roads. Any necessary travel off existing roads is allowed only with advance permission from DOE-ID.
6. Grantee must immediately notify DOE-ID if it finds any archeological site, including Native American human remains, funerary artifacts, ceremonial or religious artifacts, cultural artifacts, or camp sites or structures. Grantee must immediately stop any work that may disturb or destroy an archeological site. Anything discovered must be left in place. Grantee is prohibited from releasing to the public any information pertaining to the location of archeological sites.
7. Grantee must immediately notify the Central Facilities Area Physical Security Officer [telephone (208) 526-0577] if it finds any unexploded ordnance. Grantee must immediately stop any work that may disturb the identified unexploded ordnance.
8. Not later than thirty (30) days after written notice from DOE-ID, Grantee must modify any structures or equipment located on the INL or modify any operation or activity furthering the purpose(s) for which this Right-of-Way is granted where either has or potentially has an adverse impact on (a) an INL mission; (b) INL security requirements; or (c) INL environmental, safety or health (ES&H) requirements. If the impact cannot be eliminated, this Right-of-Way is automatically terminated.

9. Grantee must not damage any existing or future Government-owned facilities or equipment. Grantee must promptly repair or replace any Government-owned facilities or property damaged or destroyed as a result of Grantee's activities, including survey monuments.
10. Grantee must maintain its facilities and equipment located within this Right-of-Way so that they do not present a hazard to people or the environment.
11. Grantee must comply with reasonable requirements imposed as conservation measures for the protection of wildlife within the INL, including, but not limited to the requirement to (a) bury utility lines in important habitat areas; (b) limit the construction of utility lines, guy wires and fences in important habitat areas (and if their construction is absolutely necessary, mark them to minimize collisions with sage grouse, raptors and other protected species) and seasonal use restrictions for sage-grouse breeding activities.
12. Grantee is responsible for establishing limiting conditions and mitigation activities for the area within this Right-of-Way consistent with other measures across the INL. This responsibility includes keeping the area free from accumulations of rubbish, debris, and weeds or other non-indigenous plants. DOE-ID's Environmental Surveillance, Education and Research contractor, currently Gonzales-Stoller Surveillance, LLC, may be contacted for further guidance on mitigation activities, weeds and non-indigenous plants.
13. Grantee must pay all Federal, state, and local taxes and fees associated with its activities and operations.
14. Grantee must not assign any interest in the Right-of-Way without advance written permission from DOE-ID.
15. Grantee must use the Right-of-Way only for the purposes described in the Right-of-Way. Any change in use or scope of the activities identified, including a change of spectrum use, must receive prior DOE-ID approval.
16. Grantee must disclose any significant use of the electromagnetic frequency spectrum, if any, associated with its activities under this Right-of-Way with its application. Failure to disclose use of the spectrum may, at DOE's discretion result in termination of the Right-of-Way. Further, Grantee must receive prior approval from DOE for any significant changes to the electromagnetic spectrum.
17. All wastes, including hazardous substances spills, generated by the Grantee from construction on and use of the area included within this Right-of-Way must be remediated as appropriate and disposed of off-site.
18. Grantee must remove all facilities and equipment and restore the site to its pre-Right-of-Way condition no later than 120 days after it permanently stops activities under this Right-of-Way. Lands disturbed by the Grantee's activities and final restoration of the site includes an obligation to re-establish native vegetation (native seeds or seedlings) for those areas disturbed by Grantee operations. Grantee must obtain a list of appropriate native species from DOE-ID's Environmental Surveillance, Education, and Research contractor, currently Gonzales-Stoller Surveillance, LLC.
19. Grantee must contact the Central Facilities Area Physical Security Office [telephone (208) 526-0577] if an employee or agent who has not already been cleared by INL security needs immediate access to the Right-of-Way site.

Other Conditions and Requirements

1. DOE-ID reserves the right to construct roads, drill wells, and perform other activities in the area included within this Right-of-Way. DOE-ID will take reasonable steps to avoid affecting Grantee's operations.
2. DOE-ID and Tribal representatives may view and inspect any archeological site discovered within the Right-of-Way.
3. This Right-of-Way is not exclusive. DOE-ID may grant additional rights to use the area within the boundaries of this Right-of-Way.
4. Grantee will indemnify and hold harmless the United States and any person or entity acting on behalf of the United States from: (a) all costs, damages, fines, or penalties; and (b) all costs of defending any action that involves Grantee activities under this Right-of-Way.
5. This Right-of-Way may be terminated at the sole discretion of DOE-ID if (a) reasonably necessary for DOE-ID to fulfill its statutory missions; (b) Grantee fails to comply fully and promptly with any requirement contained in this document or in this Right-of-Way, or (c) this Right-of-Way has been abandoned by Grantee.
6. The INL, DOE-ID and DOE-ID contractors are not financially responsible for any costs or any damages (consequential or otherwise) related to Grantee's operations or compliance with these Stipulations.

THE UNITED STATES
Department of the Interior
Bureau of Land Management

Exhibit D
IDI-25503
Communication Use Lease
Amendment
May 30, 2013

COMMUNICATIONS USE LEASE

IDAHO PUBLIC TV of 1455 N ORCHARD
BOISE IDAHO 83706

THIS LEASE, dated this 10th day of August, 2009, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and IDAHO PUBLIC TV its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of BINGHAM, State of IDAHO:

T. 2 N., R. 32 E., Boise Meridian
Section 14: NWV..SEV..
EAST BUTTE SITE, LOT 1

(hereinafter called the "property") The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of **a television broadcasting and microwave** communications facility.

The location of the property is shown generally on the site plan dated September 2003 for the East Butte Communications Site which is attached and made part hereof. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B and listed below.

The authorization includes a building (21'4"x39'4, a 1,000 gallon diesel fuel tank, a generator/pad, and a 125' self-supporting tower with antenna (total height 162').

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on December 31, 2028. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease.

To the extent specified in Exhibit _____ n/a _____, construction will commence on _____ n/a _____.

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL-RENTAL WAIVED-NON PROFIT ORGANIZATION

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, SALMON PAYMENT CENTER, 1206 S CHALLIS STREET, SALMON, ID 83467 in the form of a check or money order payable to Bureau of Land Management, DOL Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two

or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the

Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation; and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. **Termination and Suspension.**

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse; the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on -termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. **Restoration**

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the

Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS
IDAHO PUBLIC TV IDI-25503

1. The holder shall comply with the terms and conditions set forth in the East Butte Communication Site Plan date September 9, 2003 (and subsequent updates to that plan).
2. All future construction, maintenance, and operation of this facility, as appropriate, shall conform to the latest edition of the Motorola R56 standards, or their equivalent, unless approved by the BLM Authorized Officer.
3. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
4. The holder shall prepare a fire prevention and suppression plan that shall be reviewed, modified and approved, as appropriate, by the authorized officer. The holder shall take

into account such measures for prevention and suppression of fire on the right-of-way and other public land used or traversed by the holder in connection with operations of the right-of-way. Project personnel shall be instructed as to individual responsibility in implementation of the plan.

5. Right-of-way shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
6. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
7. The holder of right-of-way No. IDI-25503 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way.) This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
8. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
9. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
10. Pursuant to 43 CFR 10.4(g), the holder of this authorization must immediately notify the authorized officer by telephone, with written confirmation, upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the holder must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.

11. Ninety (90) days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

DOE-ID RIGHT-OF-WAY STIPULATIONS

The Grantee, its contractors, agents, and employees (Grantee) shall, at its sole expense, comply with all of the following requirements while using lands within the Idaho National Engineering and Environmental Laboratory (INL):

1. Grantee must comply with INL security regulations and procedures that apply to its activities. Prior to commencement of any activity that involves access to the INL, Grantee must obtain INL identification badges and instruction on security regulations and procedures. Point of contact for these requirements is Gary Braun, telephone (208) 526-2830.
2. Grantee must obtain all permits, licenses, and authorizations necessary for it to conduct activities under this Right-of-Way and must abide by all federal, state, and local requirements that apply to its activities under this Right-of-Way.
3. Grantee may excavate only where necessary and only within the area included within this Right-of-Way. If Grantee will excavate in an area that has not been previously disturbed, a cultural resources survey must be performed and clearance given before excavating. No borrow areas for fill material will be permitted on the INL. All wastes generated from construction on and use of the area included within this Right-of-Way must be disposed of off-site.
4. Grantee must protect all survey monuments found within the INL. Any survey monuments disturbed or destroyed must be resurveyed and replaced by Grantee.
5. Unless Grantee receives advance permission from the Department of Energy (DOE), it must restrict vehicular travel only to existing roads.
6. Grantee must immediately notify DOE if it finds any archeological site, including Native American human remains, funerary artifacts, ceremonial or religious artifacts, cultural artifacts, or camp sites or structures. Grantee must immediately stop any work that may disturb or destroy an archeological site. Anything discovered must be left in place. Unauthorized collection from any archeological site on federal land is illegal.
7. Grantee must permit DOE and Tribal representatives to view any archeological site and to perform inspections of any archaeological discovery. Grantee must immediately surrender possession of any artifacts.

8. Grantee must not release to the public any information pertaining to the location of any archeological sites.
9. Grantee must modify its structures, equipment, or operations to eliminate any interference with DOE operations no later than thirty (30) days after written notice from DOE. If the interference cannot be eliminated, this Right-of-Way is automatically terminated.
10. Grantee must promptly repair or replace any property of the United States which is damaged or destroyed as a result of Grantee's activities under this Right-of-Way.
- 11: Grantee must keep the area included within this Right-of-Way free from accumulations of rubbish, debris, and weeds or other non-indigenous plants.
12. Grantee must pay all Federal, state, and local taxes and fees associated with its activities and operations.
13. DOE may grant to others additional rights to use the area within the boundaries of this Right-of-Way. Unless necessary for DOE missions and programs, these additional rights will not interfere with the activities of Grantee.
14. DOE reserves the right to construct roads, drill wells, and perform other activities in the area included within this Right-of-Way. DOE will give due consideration to Grantee's plans and operations before undertaking these activities. Grantee must take steps to prevent damage to any existing or future Government-owned facilities constructed on or near the areas included within this Right-of-Way.
15. Grantee must not assign any interest in the Right-of-Way without advance written permission from DOE.
16. Grantee must use the Right-of-Way only for the purposes proposed and concurred with by DOE. Any change in use or scope of activities identified must receive prior DOE approval.
17. Grantee will indemnify and hold harmless the United States and any person or entity acting on behalf of the United States from all costs, damages, fines, or penalties (individually and collectively called a "claim" under this Paragraph 17), as well as the cost of defending any action that may result in a claim, relating to Grantee activities under this, Right-of-Way. This indemnity specifically includes (but is not limited to) claims for death, personal injury and property loss or damage caused by unidentified ordinances.
18. Grantee must remove or remediate any hazardous substances within the INL that are due to Grantee's activities.
19. This Right-of-Way may be terminated by DOE if (a) reasonably necessary for DOE to fulfill its statutory missions, (b) Grantee fails to comply fully and promptly with any requirement contained in this document or in this Right-of-Way, or (c) this Right-of-Way has been abandoned by Grantee.

20. Grantee must remove all facilities and equipment and restore the site to its pre-Right-of-Way condition no later than 120 days after it stops activities under this Right-of-Way. This includes the obligation to re-establish native vegetation (native seeds or seedlings) on INL lands disturbed by its operations. Grantee must obtain a list of appropriate native species from DOE's Environmental Surveillance, Education, and Research contractor, currently the S.M. Stoller Corporation.

The INL, DOE and DOE contractors are not financially responsible for any costs or any damages (consequential or otherwise) related to Grantee's compliance with these Stipulations.

ACCEPTED this 10th day of August, 2009, I, the undersigned have read, understand and accept the terms and conditions of this lease.

IDAHO PUBLIC TV

Jon Ward
Lessee

Director of Financial Affairs
Title

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

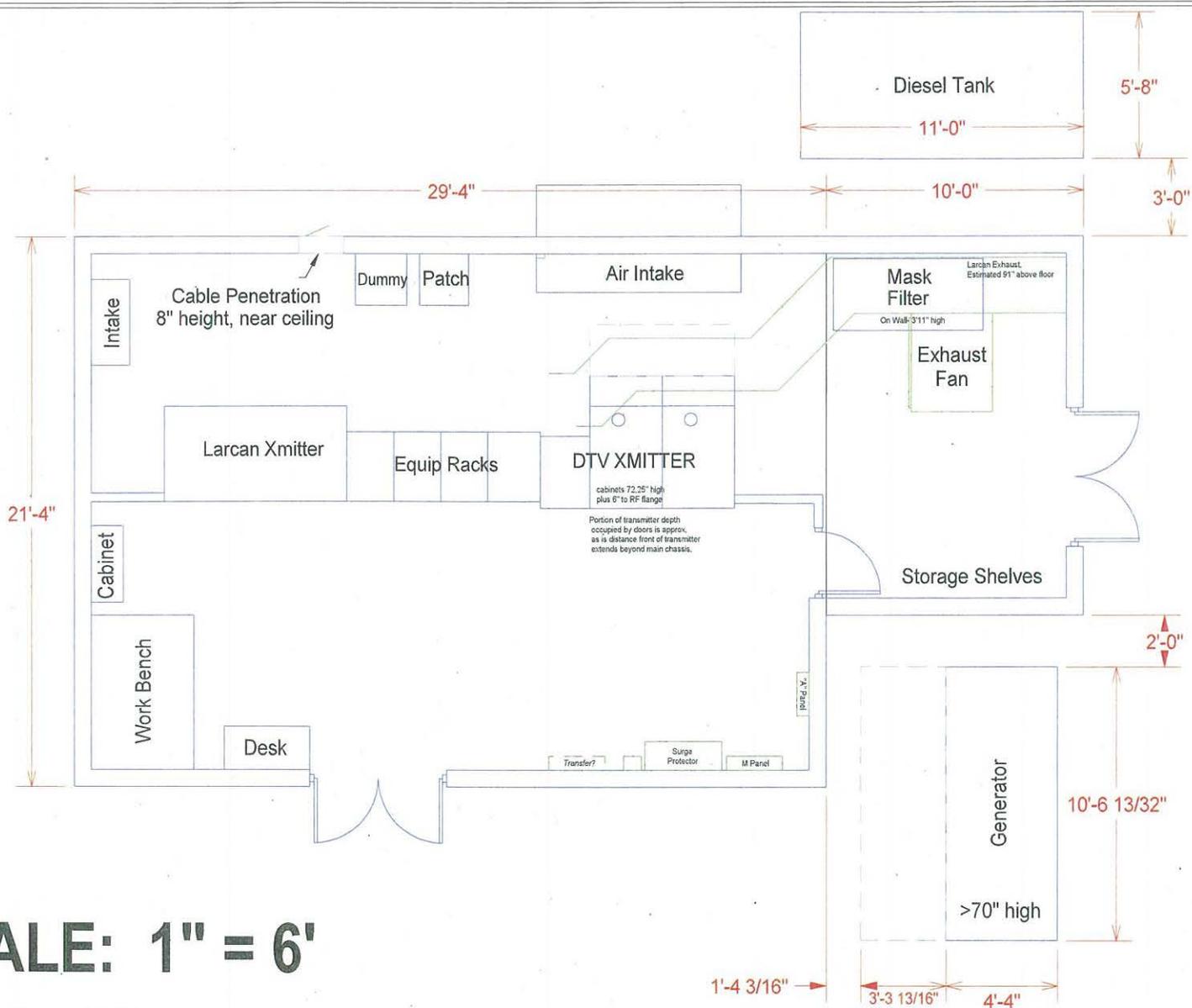
UNITED STATES OF AMERICA

Wendy Reynolds
(Signature of Authorized Officer)

Upper Snake Field Manager

Wendy Reynolds
(Printed Name of Authorized Officer)

8/10/09
(Date)



SCALE: 1" = 6'

| | | | |
|---------------------------------------|-------------------|-----------------------------------|--|
| IDAHO PUBLIC TELEVISION | DATE 12 Mar 07 | TITLE KISU East Butte Facility | EXHIBIT B IDI-25503 IDAHO PUBLIC TV COMM SITE ROW JULY 30, 2009 |
| FILE NAME E-Butte Building-Current | PROJECT | DRAWN BY Dave Turnmire | |