



COMMUNICATION SITE LEASE

No. MXXXXXX

LESSEE OF RECORD, LEGAL NAME NATURAL PERSON(S)

SUMMARY OF LEASE PROVISIONS:

Lessor Name and Address: State Board of Land Commissioners ("Land Board"), whose administrative state agency is the Idaho Department of Lands ("IDL")
300 North 6th Street, Suite 103
PO Box 83720
Boise, ID 83720-0050
Email: commercialprogram@idl.idaho.gov
Phone: 208-334-0200
Fax: 208-334-3698

Lessee Name and Address: Lessee of Record, Legal Name Natural Person(s)
Address 1
Address 2
City, State, Zip, Country if not USA
Email:
Phone:
Fax:

Lease Term: Commencement Date: January 1, 2000
Expiration Date: December 31, 2000

Rent: Rent shall be INSERT RENT AMOUNT HERE (\$0,000.00) for the first year of the Lease as outlined in the chart below. Rent will increase annually at the rate of 3%.

Use Year Annual Rent

Legal Description of Leased Premises: See Attachment B.

Use of Leased Premises: Communication Site
See Section 3., Use of Premises, below.

Bond: \$10,000.00 bond. See Section 5, Bond, below.

Liability Insurance: \$1,000,000.00 Commercial General Liability
See Section 17, Insurance, below.

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*This Summary of Lease Provisions ("Summary") is for convenience and ease of review only. The information stated in the Summary is intended to be accurate and consistent with the contract terms set forth in the following Lease. In the event any information stated in the Summary is inconsistent with the

Lease Provisions or Attachments, the Lease Provisions and Attachments will control.

[Remainder of page intentionally left blank]

LEASE PROVISIONS

1. Lessor, in consideration of the rent paid and the covenants, conditions and restrictions set forth in the Lease (including all Attachments), does hereby lease and demise unto Lessee the lands described in Attachment B for the uses specified herein.

2. Rent.

Lessee shall pay directly to Lessor, in lawful money of the United States, each year's rent on or before January 1 of each successive year throughout the term of this Lease unless otherwise directed by Lessor in writing. Lessee shall pay Lessor, as rent for the Leased Premises, the amount(s) set forth in the Summary. Lessee shall pay the annual rental to Lessor without abatement, offset or deduction of any kind unless otherwise authorized by Lessor through a complete Lease Adjustment form provided by Lessor.

A. Annual Rent Subject to Modification. Lessor reserves the right to increase or decrease the annual rent to be paid by Lessee. Lessor will provide Lessee with written notification one hundred and eighty (180) calendar days prior to an increase in the annual rental amount, and any such increase shall be effective as of and payable no later than January 1 of the year following said notice.

B. Accrual of Interest and Late Payment Charges. In the event any rent or other financial obligation due by Lessee to Lessor under the terms of the Lease is not paid in full when due, Lessee shall also pay: 1) interest accruing thereon at the statutory rate of interest as provided by law (12% per annum) until payment is made in full; and, 2) a late charge which shall accrue in full as of the first day of each and every calendar month of such delinquency until payment is made in full in the amount of twenty-five dollars (\$25.00) or one percent (1%) of the unpaid principal obligation(s), whichever is greater. All payments shall be applied first to the payment of accrued interest and to accrued late charges, and then to unpaid principal. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments, and is not intended as a penalty. By assessing interest and late charges, Lessor does not waive any right to declare a breach, or to pursue any right or remedy available to Lessor by reason of such breach available at law or in equity, after the expiration of any applicable notice or cure period.

C. Lien. The amount of the unpaid rent, late charges, and interest, shall constitute a lien in favor of Lessor against all of Lessee's improvements and other personal property on the Leased Premises.

3. Use of Premises.

A. Lessee leases the Leased Premises for **[State specific Uses]**.

B. Any new or additional use of the Leased Premises requires Lessor's prior written consent, through a written amendment to this Lease. Any new or additional use by Lessee without the authorization of Lessor is prohibited and is grounds for termination of the Lease.

C. Lessee shall not permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes stated herein.

D. Communications Equipment. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) authorization or any other appropriate or applicable federal, state, or local agency authorization. Use of communications equipment is also contingent upon strict compliance with applicable requirements of the FCC or other appropriate federal, state, or local agency. Installation of towers, poles, antennas or other equipment shall not exceed applicable FCC standards.

E. Interference with Existing Lessees. Lessee and any authorized sublessee shall ensure that equipment within the Leased Premises (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing lessees' authorized use or existing equipment on or adjacent to or within range of the Leased Premises. If Lessor or an authorized FCC official determines that Lessee's use interferes with existing equipment or existing lessees, then Lessee will promptly take all necessary steps to eliminate or reduce the harmful interference to the satisfaction of Lessor or the authorized FCC official. The cost for additional frequency filtering devices, as well as costs for engineering tests and installation of devices which may be required to establish protection, shall be borne entirely by Lessee.

- F. Compatibility Tests. Lessee shall be responsible for scheduling and conducting compatibility tests of all equipment installed after the commencement of the Lease, and modifying Lessee's equipment if its operation interferes with that of another existing state lessee, or authorized sublessee, located on the Leased Premises or on sites adjacent to or within range thereof. Lessee must provide written notice of the tests to other lessees or sublessees at least two (2) weeks prior to the test date. If, subsequent to initial testing, Lessee installs equipment that operates on a different frequency or power output than the existing equipment, Lessee must schedule and conduct additional compatibility tests in accordance with this section for all lessees and authorized sublessees existing at that time.
- G. Reports. Lessee shall complete and submit an "ANNUAL CO-LOCATOR INVENTORY and CERTIFICATION OF FACILITY OWNER OR MANAGER" report (Attachment D) to Lessor's [] Supervisory Area office by January 31st of each year throughout the term of the Lease. Lessor may, at its sole discretion, require additional reports, including, but not limited to, reports containing technical information related to equipment located on the Leased Premises.

4. New Lease.

If Lessee has fully and faithfully complied with the terms and conditions of this Lease, and is not then in default, then Lessee may apply for a new lease by filing an application with Lessor prior to April 30 of the year in which this Lease expires in accordance with Idaho Code § 58-307(8). Lessee understands that the terms and conditions of any new lease are in Lessor's sole discretion and may be materially different than the terms and conditions of this Lease. A new lease is subject to the auction requirement of Article IX, § 8 of the Idaho Constitution and the conflict auction provisions of Title 58, Chapter 3, Idaho Code, and any applicable rules promulgated thereunder. Lessor shall value the creditable improvements prior to any conflict auction for a new lease in accordance with any then-existing applicable statute or rule. If Lessee is not the successful bidder of a new lease for the Leased Premises, then Lessee shall, prior to the termination or expiration of this Lease, vacate the Leased Premises, and Lessee shall be paid the value of the approved Lessee-owned improvements by the successful bidder.

5. Bond.

Concurrent to the execution of this Lease by Lessee, Lessee will furnish a good and sufficient bond in the amount specified in the Summary of Lease Provisions in favor of the State of Idaho to protect Lessor against loss related to this Lease. The period of liability of any bond shall not terminate until all terms and conditions of the Lease Provisions and any Special Terms and Conditions have been fulfilled and the bond is released in writing by the Director of the Idaho Department of Lands.

6. Sublease and Assignment.

- A. Written Approval Required. Lessee shall not assign the Lease, or sublease or authorize another person to use any part of the Leased Premises without the prior written consent of Lessor, to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be filed in writing and with the appropriate processing fee, and must comply with the statutes and rules governing subleasing or assignment. Any request for approval of an assignment or sublease must be accompanied by a copy of the proposed assignment or sublease agreement. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease all or any part of Lessee's interest in the Leased Premises, or to assign the Lease, shall be void and this Lease subject to termination unless Lessor has given its prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent and accrued interest and late charges has been paid in full, and Lessee is in good standing under the terms of this Lease and all other contracts with Lessor. No sublease or assignment will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to release Lessee hereunder, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment shall be subject to the provisions of this Lease, as well as such additional terms and conditions as Lessor may require. No sublease shall not extend beyond the term of the Lease.
- B. Specific Transaction Only. Any consent by Lessor herein contained or hereafter given to any sublease or assignment shall be held to apply only to the specific sublease or assignment thereby approved.

- C. Proof of Assignment. In cases of an assignment due to the sale of Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to Lessor establishing that the Lease should be assigned. This may include, but is not limited to, a deed or bill of sale transferring Lessee's interest in the Lease and in Lessee's improvements and personal property which may be the result of a sale or gift; a divorce decree; or a copy of will or probate order. Lessor may require additional proof as necessary.
- D. Additional Rent Due. If Lessee allows the Leased Premises or any portion thereof to be used by a Co-Locator for any use, then Lessee shall, in addition to Lessee's annual rent, pay to Lessor as additional rent an amount equal to twenty-five (25%) of the amount of rent that a lessee would pay under a lease for each and every such use by each such Co-Locator. Prior to adding a Co-Locator, or each use or additional use for a Co-Locator, Lessee shall contact IDL, who shall identify the amount to be charged by reason of such Co-Locator and for each use or additional use by such Co-Locator. Common uses which may be made by a Co-Locator include, but are not limited to, TV; AM/FM Radio; Cable TV; Broadcast Translator/LPTV/LPFM; CMRS/Facility Manager; Cellular Telephone; Private Mobile Radio Services; and Microwave/ISP/Broadband. Other uses may be identified for a Co-Locator, and IDL shall identify the additional rent for each such additional other use.
- E. Improvements. Upon an approved assignment, the ownership of any existing Lessee-owned improvements under the Lease must be separately negotiated between Lessee and such assignee, and title to the improvements transferred to the assignee.
- F. Copies to be Filed with Lessor. Copies of all assignments, subleases, or any other agreement of any kind or nature involving the use of the Leased Premises by an individual or entity other than Lessee shall be timely delivered by Lessee to Lessor.
- G. A Co-Locator is considered a sublessee under this Lease. As used herein, a Co-Locator is another user of the Leased Premises who uses separate broadcast and/or receiver equipment; has separate FCC frequencies; or is licensed separately by the FCC regardless of who owns the equipment, frequency, or license.
- H. Lessee may sublease portions of its specific improvements to additional users, provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of the Lessor under this Lease, and any such sublease shall include, but not be limited to, the following terms:
 - i. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations under this Lease to Lessor.
 - ii. The term of the sublease may not exceed the term of this Lease.
 - iii. Lessor is not liable for acts or omissions of Lessee.
 - iv. The Sublessee will abide by all terms of this Lease.
 - v. The Lessor is not liable for any pre-payment, security deposit or other pre-paid charges made to Lessee by sublessees should this Lease be terminated.
 - vi. The Lessor may impose additional requirements as a condition of approving the sublease request.

7. Leasehold Mortgage.

Lessee shall not mortgage, pledge, hypothecate or otherwise transfer Lessee's interest in this Lease, or any portion thereof, including any Lessee-owned improvements or fixtures on the Leased Premises, without the prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and any required fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the term of the Lease, and shall terminate if this Lease is terminated for any reason. Lessor may accept or reject a leasehold mortgage in its sole discretion.

8. No Liens.

Lessee shall not permit or suffer any lien of any kind or nature to be placed on or enforced against the Leased Premises, the leasehold interest, or any improvements thereon, including, but not limited to, tax liens, judgment liens, mechanics' liens or material suppliers' liens. Lessee shall ensure that full payment is made for all labor performed at Lessee's instance and for any and all materials joined or affixed to the Leased Premises and for any improvements thereon.

9. Lessee's Compliance with Applicable Laws and Rules.

- A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local laws, rules, regulations and ordinances now existing or hereafter enacted or ratified. This shall include all applicable rules, regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including, but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.
- B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.
- C. Lessee shall cooperate with Lessor and any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of Lessee, unless otherwise provided for in the Lease.

10. Environmental, Safety, and Sanitary Requirements.

- A. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter, and in the same or better condition as when the Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local laws, rules, regulations and ordinances. Lessee shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash and garbage in conformity with all applicable federal, state, and local laws, rules, regulations and ordinances. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection, prevention and burning. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from any burning on the Leased Premises, including, but not limited to, the burning of wood, weeds or other debris, but excepting campfires if necessary for the use under the Lease, without the prior written permission of Lessor.
- C. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, substance or material, including petroleum products, such as oil, gasoline, or any other substance that is known, or is suspected to be a hazardous waste, substance or material on the Leased Premises except in the acceptable and customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs, for the removal or other appropriate remedial action regarding any hazardous waste, substance or material that Lessee may have caused or allowed to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances. Lessee shall immediately, upon the introduction of any hazardous waste, substance or material on the Leased Premises, contact Lessor and the Idaho Department of Environmental Quality ("DEQ"), and enter into a consent order for remediation with DEQ. Provided however, that Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ unless Lessee is so authorized in writing by Lessor. In the event of the introduction of any hazardous waste, substance or material, Lessor may require Lessee to enter into any consent order or other agreement with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from any and all costs, expenses, damages and fines, including, without limitation, all reasonable attorney fees and costs, including attorney fees and costs on appeal, relating to and including any hazardous waste, substances, materials, or pollution. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall

constitute a non-standard administrative cost and a lien in favor of Lessor against all of Lessee's interest in the Lease and all improvements and other property on the Leased Premises.

11. No Warranty of Suitability.

- A. No Warranty of Title. Lessor does not warrant title to the Leased Premises or the resources that may exist on the Leased Premises. The Lease is issued only under such title as the State of Idaho may have as of the date of commencement, or as may be subsequently acquired. Lessee is solely responsible for satisfying itself with respect to the ownership of the Leased Premises. If Lessor is subsequently divested of said title, no liability will be incurred by Lessor by virtue of the Lease for any loss or damage to Lessee. Nor will any claim for refund, rents, or other amounts paid to Lessor be made by Lessee, its successors or assignees.
- B. No Warranty of Merchantability or Fitness. Lessee expressly acknowledges that neither Lessor, nor any agent or representative of Lessor, has made any representation of warranty, either express or implied, with respect to the title, merchantability, or fitness of the Leased Premises for any particular purpose or use, including the uses for which the Lease is granted. Lessee accepts the Leased Premises in "as is" condition, and relies solely on Lessee's own inspection of the Leased Premises.
- C. Nonexclusive Use. Lessee acknowledges that the Lease is nonexclusive, and Lessor retains the right to use the Leased Premises, or to grant rights to others for use of the Leased Premises to the extent any such use does not materially interfere with Lessee's purpose and use allowed hereunder, unless otherwise provided for in the Lease.

12. Payment of Taxes and Assessments.

On or before any due date, Lessee agrees to pay any and all real or personal property taxes, assessments or fees of any nature that may be legally assessed or levied against Lessee or the Leased Premises, or any portion of the Leased Premises, or on any improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any such tax, claim, assessment or fee.

13. Water Rights.

- A. Future Water Rights and Water Use Generally. The establishment of any new water right by Lessee or Lessor on the Leased Premises during the term of the Lease shall be by and for Lessor, and no claim thereto shall be made by Lessee. If a new water right is established on the Leased Premises during the term of the Lease, Lessee agrees that its application of water to beneficial use is on behalf of and as an agent for Lessor. Lessee may act as an agent for Lessor only for the purpose of applying water to beneficial use. Such water rights shall attach to and become appurtenant to the Leased Premises, and Lessor shall be the owner thereof. The use of any water rights by Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:
 - i. To drill and use a water well;
 - ii. To develop and use any source of water;
 - iii. To cause any water to be conveyed or diverted off the Leased Premises; or
 - iv. To bring water onto the Leased Premises.
- B. Water Systems. If water is supplied to the Leased Premises by a water system operated by the State of Idaho, including Lessor, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days' written notice to Lessee from Lessor. Neither Lessor nor its agents or employees, nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to Lessee by reason of the failure of, damage to, termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.
- C. Improvements in Aid of Water Use. Improvements, whether pre-existing or future, made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the improvement permit requirements of the Lease.

- D. No Right of Access to Water Rights upon Termination. Upon the termination of the Lease for any reason, Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of Lessor.

14. Construction of Improvements.

- A. Construction of Improvements. No construction of improvements upon or over the Leased Premises is allowed without prior written consent of Lessor.
- B. Treatment of Improvements. Upon termination of the Lease for any reason:
- i. Lessor shall have the right to require Lessee to remove any and all improvements, whether approved or non-approved, placed upon the Leased Premises, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to its natural or previous condition existing prior to any lease, all at Lessee's sole cost and expense.
 - ii. Lessor has the right to enter the Leased Premises and remove any and all of the improvements, whether approved or non-approved, or otherwise dispose of such improvements, to restore the Leased Premises, and to charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs, including, but not limited to, legal fees and interest.
 - iii. Lessee shall quietly surrender the Leased Premises to Lessor.
 - iv. Except as otherwise expressly provided in subsection 14.B.v, below, Lessor shall not be obligated for any reason to reimburse or pay Lessee for any improvements that are not removed following the termination of the Lease whether or not said improvements be deemed abandoned, otherwise permitted to remain on the Leased Premises, or used at any time by any subsequent lessee.
 - v. Lessor reserves the right to purchase existing approved Lessee-owned improvements from Lessee at a reasonable market value, as defined in Section 14.D, as of the date of termination, but shall not, under any circumstance, be obligated to pay or reimburse Lessee therefor.
- C. Treatment of Improvements upon Abandonment. If this Lease is terminated for any reason, and no new lease is issued to a lessee who is obligated to purchase the Lessee-owned improvements, and if there are Lessee-owned improvements remaining on the Leased Premises following such termination for which Lessor, in its sole discretion, does not require to be removed by Lessor or by Lessee, then at Lessor's discretion, all right, title and interest of Lessee in and to any such improvements shall, upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of Lessor, but not less than thirty (30) days, be deemed to be abandoned by Lessee, and title shall be deemed to transfer to Lessor automatically and by operation of law. Prior to a determination of abandonment as set forth herein for improvements and/or non-approved improvements allowed to remain on the Leased Premises following the termination of this Lease, Lessee may remove any such improvements and non-approved improvements provided Lessee first acquires a special use permit from IDL authorizing Lessee to enter the Leased Premises to remove any such improvements.
- D. Market Value. Market value is defined in this Lease as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified improvements should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."
- E. Treatment of Non-Approved Improvements. Lessor shall have the right to require Lessee to remove any and all non-approved improvements placed, or caused to be placed upon the Leased Premises at any time during the term of this Lease, and to require Lessee to restore the Leased Premises, as nearly as is practical, to its natural or previous condition prior to any such non-approved improvements, all at Lessee's sole cost and expense. Lessor further has the right, at its sole election, to enter the Leased Premises and remove any and all of the non-approved improvements, or otherwise dispose of such improvements, to restore the Leased Premises, and to charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, attorney fees and interest. If removal of any non-approved improvements has not occurred by the date that the Lease terminates, for any reason, then at Lessor's discretion, all right, title and interest of Lessee in and to any of the non-approved improvements shall,

upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of Lessor, but not less than thirty (30) days, be deemed to be abandoned by Lessee, and title shall be deemed to transfer to Lessor automatically and by operation of law.

15. Sale, Exchange or Change in Use of Leased Premises.

- A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. The Leased Premises may be sold subject to, or free of, the Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at auction and whether the proposed sale will be subject to, or free of, the Lease at least thirty (30) calendar days prior to the date of any such auction. If the sale is to be free of the Lease, then the Lease shall terminate upon closing of the sale following the auction, or as otherwise provided by Lessor pursuant to the auction. If the Leased Premises are to be sold free of the Lease with creditable improvements present thereon, then Lessor shall value the creditable improvements prior to the auction in accordance with Idaho Code § 58-313, or the then-existing applicable statute or rule, and Lessee shall be paid the value of the improvements by the purchaser on the day of the closing of the sale. Lessee shall deliver immediate possession of all or any portion of the Leased Premises sold upon the termination of the Lease, or as Lessor may otherwise instruct.
- B. Consent to Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of the Leased Premises, or any portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. If Lessor includes the Leased Premises, or any portion thereof, in any future land exchange, then Lessor shall provide Lessee with at least thirty (30) days written notice. Upon the consummation of any such land exchange, that portion of Leased Premises included within the exchange shall be removed from the Lease, and if the entire Leased Premises is subject to the exchange, then the Lease shall be terminated. And, if only a portion of the Leased Premises is subject to the exchange, then Lessee's rent obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the Leased Premises, or any portion thereof, included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the Lease payment for such year shall be prorated.
- C. Change in Use. The Lease may be terminated in whole or in part upon one hundred eighty (180) calendar days' written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. If the Lease is terminated early due to a change in land use, then Lessee will be entitled to the prorated refund of the premium bid for a conflicted lease, if any.

16. Relations of the Parties.

Lessee is not an officer, employee, or other authorized agent of the State of Idaho for any purpose other than the development of water rights as set forth in Section 13., Water Right and Water Use, above. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in the Lease, express or implied, nor for any statement, representation or warranty made by Lessee in connection herewith.

17. Insurance.

For the duration of this Lease and until all activity in accordance with this Lease is completed, Lessee must have and maintain, at Lessee's expense, the policies of insurance set forth below. Lessee must comply with all terms and conditions of such insurance, and must require all of its contractors and subcontractors to maintain the same types of insurance and limits. By requiring the insurance policies, Lessor does not represent that coverage and limits will be adequate to protect Lessee; and, such coverage and limits will not be deemed as a limitation on Lessee's liability to Lessor or under any indemnities granted to Lessor in this Lease.

- A. Lessee must maintain commercial general liability ("CGL") with a combined limit of not less than two million dollars (\$2,000,000) per each occurrence. If such CGL insurance, or any umbrella policy, contains a general aggregate limit, it must apply separately to the Leased Premises, must not be less than two million dollars (\$2,000,000), and must provide that defense costs will be and remain outside policy limits. Lessee waives all rights against Lessor and any additional insured for recovery of damages to the extent these damages are

covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Lease. CGL insurance and any umbrella policy must:

1. Be in a form and from an insurance company satisfactory to Lessor and must cover liability for bodily injury, property damage, and personal injury arising from Lessee's or its assigns', agents', operators' or contractors' use or occupation of the Leased Premises including, without limitation, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract; and
 2. Include a waiver of subrogation in favor of the State, the State Board of Land Commissioners, and the Idaho Department of Lands; and
 3. Include the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands, its officers, agents, and employees as additional insureds, but only with respect to Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises, and must be evidenced by an endorsement acceptable to Lessor. This insurance must apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, and non-contributory with, any additional insured.
- B. Property Insurance. Lessee must, throughout the term of this Lease, at its own expense, keep and maintain in full force and effect commercial property insurance covering the Improvements located on the Leased Premises. Commercial property insurance must, at a minimum, cover all perils insured under the ISO Special Causes of Loss Form and loss from earthquake and flood. The amount insured must equal the full estimated replacement cost of the property insured. Any coinsurance requirement in the policy must be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as otherwise appropriate under the particular policy form. Lessor must be included as a loss payee under the commercial property insurance, and such status as an additional insured must be evidenced by an endorsement acceptable to Lessor. In no event will Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured
- C. Workers' Compensation. Lessee maintain workers' compensation insurance providing statutory limits and must include Employers' Liability at minimum limits of \$1,000,000/\$1,000,000/\$1,000,000. Lessee must be responsible for workers' compensation insurance for contractors and subcontractors who directly or indirectly provide services under this Lease. This coverage must include statutory coverage for states in which employees are engaging in work. Lessee's workers' compensation coverage must include a waiver of subrogation in favor of the State, the Board, and IDL.
- D. If Lessee or its contractors or subcontractors utilize drones or other aviation in relation to any activity on the Leased Premises or an authorized unit, Lessee must, prior to such use, procure and maintain for the duration of this Lease aviation liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of the Unmanned Aerial Vehicle a.k.a. drone. The aviation liability insurance must have products and completed operations, property damage, and bodily injury limits no less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. The aviation liability policy and any umbrella must designate Lessor as an additional insured and must include a waiver of subrogation in favor of the State, the Board, and IDL.
- E. Insurance Policy Requirements. All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurers shall have a Bests' rating of A- or better, and be authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice from Lessee and its insurer to Lessor; provided however, that if such prior advanced written notice cannot reasonably be provided, then Lessee shall immediately notify Lessor as soon as Lessee becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.

- F. Proof of Insurance. Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- G. No Limitation of Liability. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

18. Indemnification.

- A. Lessee shall indemnify, defend, and save harmless Lessor, the State of Idaho, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorney fees, and suits whatsoever caused by, arising out of, or in connection with Lessee's acts or omissions under this Lease or Lessee's failure to comply with any applicable state, local or federal statute, law, rule, regulation or ordinance.
- B. Upon the receipt by Lessee of Lessor's or the State of Idaho's tender of indemnity and defense, Lessee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Lessor and the State of Idaho, and to begin fulfilling its obligation to indemnify, defend, and save harmless Lessor and the State of Idaho. Lessee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Lessor or the State of Idaho under this Lease. However, if it is determined by a final judgment that Lessor or the State of Idaho's negligent act or omission is the sole proximate cause of a suit or claim, neither Lessor nor the State of Idaho shall be entitled to indemnification from Lessee with respect to such suit or claim, and Lessor and the State of Idaho in its discretion, may reimburse Lessee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to Section 18.C.
- C. Any legal defense provided by Lessee to Lessor and the State of Idaho under this Section must be free of any conflict of interest, even if retention of separate legal counsel for Lessee, and Lessor and the State of Idaho, is necessary. Any attorney appointed to represent Lessor and the State of Idaho must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

19. Audit Rights.

Audit Rights. Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of Lessee arising in the course of its operation under this Lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business. At the sole discretion of Lessor, an audit of Lessee's books or the supporting tax documents that have been filed with the Internal Revenue Service or the State Sales Tax Report may be performed by a Certified Public Accountant or agent of the Department of Lands. If gross receipts is applicable under this Lease, and if an audit of gross receipts shows a discrepancy of ten percent (10%) or more of any amounts due under this Lease, then any additional rental owed, including all late charges calculated from the date the additional rent would have been due, and the entire cost of the audit, shall be paid to Lessor within thirty (30) days written notice to Lessee, unless otherwise agreed upon in writing by Lessor.

20. Reservations by Lessor.

Lessor expressly reserves to itself the following rights:

- A. All rights not expressly granted to Lessee under the Lease, including all rights to timber, water, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor or abandoned by any lessee.

- B. To grant easements and rights-of-way over and across the Leased Premises provided such easements or rights-of-way do not materially affect Lessee's use and enjoyment of the Leased Premises under the terms of the Lease. Lessor shall coordinate with Lessee before approving any easement or right-of-way application on the Leased Premises. If the easement or right-of-way materially and adversely impacts the value of Lessee's improvements, then Lessor, as the grantee of such easement or right-of-way, shall, before exercising the same, pay Lessee the reasonable diminution in value of any permitted improvements. Said value shall be determined by Lessor's valuation.
- C. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor provided such other leases do not materially affect Lessee's use and enjoyment of the Leased Premises under the terms of the Lease. Other lease purposes may include, but is not limited to, the exploration and development of oil or gas, geothermal, mineral deposits, and placer deposits as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor which materially and adversely impacts the value of Lessee's improvements, the other lessee shall, before exercising the same, pay Lessee the reasonable diminution in value of any permitted improvements. Said value shall be determined by Lessor's valuation.
- D. To require that changes be made in the use under the Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.
- E. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon, and to hold water rights for any beneficial use that may be developed as a result of the Lease, and as further provided in *Section 13., Water Right and Water Use*, herein.
- F. Rights of ingress, egress, and access, over, under and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.
- G. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the fiduciary obligations of Lessor to endowment beneficiaries. Upon a change in use, the Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 14., Construction of Improvements*, herein, relating to compensation for permitted improvements shall apply.
- H. To sell timber on the Leased Premises or otherwise conduct forest management activities. Lessor reserves the right to restrict or prohibit Lessee's use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination, together with a map of the restricted area.
- I. To restrict or prohibit Lessee's use of all or any portion thereof of the Leased Premises in response to emergency conditions including fires, flooding and drought.
- J. To sell all or any portion of the Leased Premises at any time during the term of the Lease, and as further provided in *Section 15., Sale, Exchange or Change-in-Use of Leased Premises*, herein.
- K. To harvest seed from plants on any portion of the Leased Premises. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on communications operations.
- L. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.
- M. To claim all improvements placed upon the Leased Premises remaining after abandonment by Lessee, or to take possession immediately in cases of termination upon breach, and Lessee's failure to cure, of any of the conditions of this Lease, or to remove the same in Lessor's sole discretion at Lessee's cost. No improvements will be disposed of by Lessor until all administrative procedures have been exhausted, waived, or not timely acted on by Lessee.

21. Lessee's Default.

- A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease shall be a breach giving rise to a basis for termination of this Lease. Upon default by Lessee, Lessor shall provide Lessee a notice of default providing at least thirty (30) calendar days' written notice of default and opportunity to cure. Notice of any intention to terminate the Lease upon failure to cure shall be provided to Lessee. If the default is non-financial in nature and cannot reasonably be cured within thirty (30) days, then the corrective action required of Lessee and a longer period to cure may be provided by Lessor. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall automatically terminate on the date specified in the written notice without any further notice or demand by Lessor, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default or breach, remove any of the improvements unless directed by Lessor. In addition to the rights and remedies granted or reserved to Lessor in the Lease, Lessor shall have all other rights and remedies against Lessee as are available at law or in equity. Lessor's pursuit of any particular right or remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim or remedy against Lessee.
- B. Obligations incurred by Reason of Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be a non-standard administrative cost.

22. Notices.

- A. Notices. Any notice or demand given under the terms of the Lease shall be deemed given and delivered on the date when personally delivered, or if mailed, the date written notice is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.
- B. Addresses. Unless changed by notice in writing, any notice, demand, and communication under the Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
c/o Idaho Department of Lands
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

and to Lessee at the address set forth at the beginning of the Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

23. Waiver.

The waiver by Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by Lessor shall not be construed to be a waiver of any term of this Lease. No payment by Lessee of any amount less than that due and owing, according to the terms of this Lease shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

24. Attorney's Fees and Costs.

In the event either party initiates a legal proceeding under the Lease, the prevailing party in that legal proceeding shall be entitled to such additional sums as the court may award for reasonable attorney fees (including fees from the Office of the Attorney General of the State of Idaho) and costs (including appraisal fees and expert fees) incurred in such proceeding, and on appeal.

25. Miscellaneous.

- A. Modification. The terms of the Lease, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of Lessor and Lessee.

- B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state laws and regulations, and the then-existing policy of Lessor, if any.
- C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way permit, easement, lease or contract, including any present or future timber sale contract, that is now in force and effect, or that may hereafter be granted relating to the Leased Premises.
- D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by Lessee or with Lessee's knowledge or consent, shall result in termination of the Lease without notice and an opportunity to cure. Lessee shall be responsible for all damages incurred by reason of such breach, including treble damages for the value of any timber used or taken and all other damages. Said timber value will be determined by Lessor.
- E. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- F. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations, but are inserted for convenience and reference only.
- G. Entire Agreement. This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages and all Attachments) contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises, or undertakings not expressed herein and further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those expressly contained herein.
- H. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction and venue of the Idaho State District Court located in Ada County in the event of any dispute with respect to this Lease or the Leased Premises
- I. Binding on Heirs and Successors. The Lease shall inure to the benefit of and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties in accordance with the terms hereof.
- J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- K. License/Authorizations. Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities as required in the course of doing business as it relates to this Lease.

This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages, and all Attachments) is made and entered into by and between the State of Idaho, acting by and through Lessor, and Lessee.

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Secretary of the State of Idaho

President of the State Board of Land Commissioners
and Governor of the State of Idaho

Director of the Department of Lands

STATE OF IDAHO) (SEAL)
 :ss
COUNTY OF ADA)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared Brad Little, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Lawrence E. Denney, known to me to be the Secretary of the State of Idaho and Dustin T. Miller, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____

Commission Expiration: _____

ATTACHMENT A
SPECIAL TERMS AND CONDITIONS

ATTACHMENT B

LEGAL DESCRIPTION OF LEASED PREMISES

Instrument Number	Township	Range	Section	Legal Description	County	End	Acres	IHMA/PHMA Acres

Lessor may provide more specific legal description.

ATTACHMENT C

SITE MAP(S)

ATTACHMENT D
REPORTS

ANNUAL CO-LOCATOR INVENTORY
and
CERTIFICATION OF FACILITY OWNER OR MANAGER

Lessee shall submit an ANNUAL CO-LOCATOR INVENTORY report to Lessor by January 31st of each year. The report template is attached to this Lease and should be copied annually for use. Lessee is required to identify all Co-Locators as described in Sections 6.G. and 6.H. Information supplied in this report will include Co-Locator's legal entity name, the primary use for the Co-Locators equipment, and the date that the Co-Locator first installed equipment on/in the communication site. Lessee is required to certify and sign the annual report prior to submitting it.

ATTACHMENT D

REPORTS

STATE COMMUNICATION SITE LEASE

ANNUAL CO-LOCATOR INVENTORY

and

CERTIFICATION OF FACILITY OWNER OR MANAGER



Lessee Name: _____

Lease Number: _____

Do you, as the owner of this communications facility, operate any communications equipment in this facility? Yes No

If Yes, what is your Use? (See list below): _____

Co-Locator Inventory

List all Co-Locators in your facility as of January 1 of this year.

Co-Locator Name	Use *	Date/Year First In Facility

*Use Categories			
TV	Broadcast Television	Cell Phone	Cellular Telephone
AM/FM Radio	Broadcast AM/FM Radio	PMRS	Private Mobile Radio Services
Cable TV	Cable Television	Micro/ISP/Broad	Microwave/Internet Service Provider/Broadband uses
BT/LPTV/LPFM	Broadcast Translator/Low Power Television/Low Power FM Radio	Other	Small, unobtrusive, low power monitoring or controlling devices
CMRS/Fac Mgr	Commercial Mobile Radio Services (i.e., paging) / Facility Manager		

I certify that to the best of my knowledge the information provided above is true, correct, and complete. I acknowledge that inaccurate reporting of use may lead to the termination of my lease.

Printed Name _____ Signature _____ Date _____

Phone Number _____ Email Address _____

Please mail completed form to Area Office, Addr1, City, State Zip no later than January 31st

***** Area and Bureau Office Use Only *****

Area Reviewer: _____ (IDL DATE STAMP)

Form Distribution: Bureau File

ATTACHMENT E
EXISTING IMPROVEMENTS