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36

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

March 4, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a **Retroactive** one-year Lease extension with the Society for the Protection of New Hampshire Forests (Forest Society) of Concord, NH for Forest Society property adjacent to Monadnock State Park known as Monadnock Reservation and Gap Mountain Reservation, for an annual payment equal to the gross proceeds from fees collected at the Old Toll Road trailhead in the previous fiscal year minus any direct expenses, effective upon Governor and Executive Council approval from February 1, 2021 through February 1, 2022. The original lease was approved by the Governor and Executive Council on March 22, 2006, Late Item A. 100% Other Funds (Agency Income).

EXPLANATION

The original Lease was approved by the Governor and Executive Council on March 22, 2006 and expired on February 1, 2021, while the parties were still in negotiations for a new lease. This one-year lease extension will enable the parties to complete their negotiations. All other terms of the original Lease will remain in full force and effect. The decision to seek a Lease extension so that negotiations could continue without a lapse in the lease term was not decided until after the end date, therefore retroactive approval is being sought.

The Lease is in accordance with RSA 227-D:2 which authorizes and directs the Department to negotiate with the Forest Society for the lease of all Forest Society lands on and around Mount Monadnock in the towns of Jaffrey and Dublin, and to allow the Division of Parks and Recreation to administer and manage said lands along with the Monadnock State Park property that is adjacent to said Forest Society lands. The annual lease payments made by the State are supported by prior fiscal year gross proceeds from the collection of fees at the Old Toll Road trailhead minus any direct expenses.

The Attorney General's office has reviewed and approved this Lease extension as to form, substance, and execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

PAB/tl/ll-030421

EXTENSION OF LEASE AGREEMENT
BETWEEN THE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
AND THE
SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

THIS LEASE EXTENSION (the "Extension"), with an intended effective date of February 1, 2021 is made in connection with a certain Lease Agreement (the "Lease") made as of January 6, 2006 by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (the "Lessee," the "State" and the "DNCR"), through its Commissioner, and the SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS (the "Lessor" and the "Forest Society"), having its principal place of business at 54 Portsmouth St, Concord NH 03301.

WITNESSETH:

WHEREAS, the parties have entered into the Lease above mentioned, approved by the Governor and Executive Council on March 22, 2006, Late Item, in which the Forest Society agreed to lease to the State (then known as the Department of Resources and Economic Development), and the State agreed to accept, subject to the terms and conditions set forth in said Lease, certain premises in the Towns of Dublin and Jaffrey known as the Monadnock Reservation and in the Town of Troy known as the Gap Mountain Reservation (collectively, the "Leased Property"), which is owned by the Forest Society; and

WHEREAS, pursuant to RSA 216-A:3, the DNCR may, with the approval of the governor and council, enter into agreements with other private agencies regarding the operation of recreational areas or facilities, and

WHEREAS, the Lease is due to expire as of February 1, 2021; and

WHEREAS, the parties wish to and hereby agree to extend the term of the Lease for an additional one (1) year from the date of the expiration of the Lease noted above;

NOW THEREFORE, in consideration of the foregoing extension of the Lease, and the covenants and conditions contained in the Lease and set forth herein, the parties do hereby agree as follows:

1. Term of Lease. To extend the term of the Lease to February 1, 2022, unless sooner terminated in accordance with the provisions of the Lease, subject to the approval of the Governor and Executive Council.

2. Continuance of Lease. Except as specifically amended and modified by this Extension, the Lease and the obligations of the parties thereunder, shall remain unchanged and in full force and effect in accordance with the terms and conditions set forth therein.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS

Marie E. Stewart 2/12/2021
Witness Date

02/12/2021
David Jackson Savage (Jack), President Date
Duly authorized

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Concur:

3-11-21
Philip A. Bryce Date

Sarah Stewart 3/15/21
Sarah L. Stewart, Commissioner Date

Approved as to form, substance and execution by the Attorney General's Office

Date: 3/18/2021
Michael R. Haley, Attorney

Approved by Governor and Executive Council: Date: _____ Item#: _____

PAB/td-011321
4849-6860-8217, v. 1

Business Information

Business Details

Business Name:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS	Business ID:	64922
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/03/1910	Name in State of Incorporation:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
Date of Formation in Jurisdiction:	03/03/1910		
Principal Office Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA	Mailing Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NON-PROFIT LAND PROTECTION AND CONSERVATION EDUCATION ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
David Jackson (Jack) Savage / President	54 Portsmouth Street, Concord, NH, 03301, USA
William (Tuck) Tucker / Chairman of the Board of Directors	54 Portsmouth Street, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

Trade Name Information

Business Name	Business ID	Business Status
THE HIGH WATCH PRESERVE (/online/BusinessInquire/TradeNameInformation?businessID=321610)	267276	Expired
The High Watch Preserve (/online/BusinessInquire/TradeNameInformation?businessID=367007)	547024	Active
Lost River Gorge (/online/BusinessInquire/TradeNameInformation?businessID=408518)	601715	Active
Lost River Gorge & Boulder Caves (/online/BusinessInquire/TradeNameInformation?businessID=409700)	601724	Active
Lost River Reservation (/online/BusinessInquire/TradeNameInformation?businessID=413356)	601719	Active
HIT THE TRAIL! (/online/BusinessInquire/TradeNameInformation?businessID=60654)	221439	Expired

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
SINCE 1901

54 Portsmouth Street
Concord, NH 03301
Tel. 603.224.9945
info@forestsociety.org
www.forestsociety.org

EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in a board vote taken on October 2, 2019

VOTED to authorize David Jackson Savage (Jack), President, and Anne G. Truslow, Vice President of Development, to sign all contracts; checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of December 4, 2019, I hereby confirm that the above Vote was taken by said Board of Trustees on October 2, 2019.

Maria E. Stewart, Assistant Secretary

Attested:

Connelly A. Colton, Notary Public
Commission expires: March 13, 2024

CONNELLY A. COLTON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 13, 2024

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✓ #357 SPNHF A/C

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

R. SEAN O'KANE
Commissioner

ALLISON MCLEAN
Director

(603) 271-3556
FAX: (603) 271-3553
WEB: www.nhstateparks.org
E-MAIL: nhparks@dred.state.nh.us

March 22, 2006

Approved as Lat Item

His Excellency Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks Recreation to enter into a Lease with the **Society for the Protection of New Hampshire Forests, 54 Portsmouth Street, Concord, NH 03301** for Society property adjacent to Monadnock State Park known as Monadnock Reservation and Gap Mountain Reservation, for an annual payment equal to the gross proceeds from the collection of fees at the Old Toll Road trailhead in the previous fiscal year, less any costs directly related to collection from date of Governor and Council approval through February 1, 2021. The term for this lease is 15 years. 100% Other Funds.

EXPLANATION

This Lease is in accordance with RSA 227-D:2 which authorizes and directs the Department of Resources and Economic Development to negotiate with the Society for the Protection of New Hampshire Forests for the Lease of all Society lands on an around Mount Monadnock in the towns of Jaffrey and Dublin to allow the Division of Parks and Recreation to administer and manage said lands along with the Monadnock State Park property which is adjacent to said Society lands. This lease updates and replaces the current contract. The annual lease payments are supported from gross proceeds from the collection of fees at the Old Toll Road trailhead. The estimated annual cost, based on fiscal year 2005 operations, is $10,192. Based on this estimate the cost for the lease period is $152,880.

Respectfully requested:

Allison A. McLean
Allison A. McLean
Director

Concurred:

R. Sean O'Kane
R. Sean O'Kane
Commissioner

AAM/RSO/mc/ttl

LEASE

This Lease made as of January 26, 2006, by and between the **Society for the Protection of New Hampshire Forests**, a corporation organized and existing under the laws of the State of New Hampshire with its principal place of business at **54 Portsmouth Street in Concord**, Merrimack County, in said State 03301-5400 (hereinafter "the Society"), and the **State of New Hampshire**, acting through its **Department of Resources and Economic Development** as authorized and directed by RSA 227-D:2 through the **Division of Parks and Recreation** with an address of **Commissioner, Department of Resources and Economic Development, 172 Pembroke Road, in said City, County and State 03302-1856** (hereinafter "DRED").

WITNESSETH THAT:

In consideration of the Lease obligations to be performed by DRED, the Society does hereby Lease and demise to DRED for the purposes hereinafter stated and for no other purposes, those certain premises in the Towns of Dublin and Jaffrey known as the Monadnock Reservation and in the Town of Troy known as the Gap Mountain Reservation, all as owned by the Society and being more particularly described in Exhibit A attached hereto and made a part hereof and subject to the covenants, restrictions, agreements, rights-of-way and other encumbrances set forth therein, along with such additions to said Reservations as may be made by the Society from time to time and agreed to by DRED, said Reservations and any and all such additions thereto collectively hereinafter sometimes referred to as the "Leased Property". However, the Society RESERVES from the Leased Property the timber growth thereon and retains the right of unlimited access by its employees and assigns, with notice to DRED, for the exclusive purpose of managing, harvesting, and transporting the timber growth as it shall from time to time determine during the term of this Lease.

TO HAVE AND TO HOLD to DRED upon expiration of the current contract, **May 16, 2006** through **February 1, 2021** with DRED and the Society performing the obligations hereinafter set forth in this Lease.

I. **Purpose**. The purpose of this Lease is to allow DRED to administer the Leased Property and to regulate and police the well-established trails leading to the summits thereby allowing DRED to exercise the police powers vested in its Parks and Recreation Division personnel on all the Leased Property, allowing trail location and relocation subject to limitations hereinafter stated, allowing the conduct of such search and rescue operations as are necessary, allowing assumption of liability to the same but no greater extent than that which has generally been assumed by DRED on State Park lands, allowing control of restrictive uses such as camping, and allowing all other aspects of operating the Leased Property for public recreational uses consistent with the natural mountain environments, SUBJECT TO the restrictions thereon set forth hereinafter.

II. **The Society's Covenants with DRED**. The Society covenants with DRED that:

1) DRED may occupy and utilize the Leased Property during the term of this Lease exclusively and peaceably and free from lawful claims of any other persons. Such exclusive possession is subject only to the Society's right to enter for reasonable inspections to determine that the terms of this Lease are being observed by DRED and the Society's right to enter upon the Leased Property for the purposes of the management, harvesting, and transportation of the timber growth on the Leased Property.

2) The Society shall pay when due all taxes assessed, and specifically those assessed pursuant to RSA 79 by reason of the Society's harvesting timber growth from the Leased Property from time to time.

III. **DRED's Covenants with the Society**.

1) To observe its obligations under this Lease and use the Leased Property only for the purposes set forth in Article I, Purposes, above.

2) To maintain the Leased Property in its natural, undeveloped condition for conservation, recreation and forestry purposes without other commercial, industrial or mining uses.

3) Not to create additional trails in or through the Leased Property except pursuant to agreement between the Society and DRED in which the Society shall have the final approval of design and location of any additional trails.

4) Not to erect public recreation buildings, parking facilities or access roads on the Leased Property except with the consent of the Society which reserves the right to approve final design and location.

5) Only to construct unobtrusive shelters for caretakers and fire wardens and structures for scientific observations on the Leased Property with the prior agreement of the Society. Such shelters and structures shall not be visible during any season of the year on any mountain skyline, and the construction and maintenance thereof shall not be materially detrimental to the purposes of this Lease as set forth in Article I, above. The Society shall have, in all instances, final design and location approval.

6) Not to construct any thoroughfare or highway through or over the Leased Property, except as necessary to accommodate aforesaid recreational use, and only with the consent of the Society as to final design and location.

7) Only to place such signs, inscriptions, monuments and stone cairns on the Leased Property as are necessary to prevent persons from losing their way and as are interpretive for developing appreciation and stewardship of the significant and natural features of the Leased Property as DRED and the Society shall agree.

All signs, inscriptions, monuments and cairns shall be consistent with the aforesaid purposes of this Lease.

8) To take all necessary precautions, but to no greater extent than that which has generally been done by DRED on its lands, to protect the Leased Property from fire, insects or diseases with those precautionary measures taken in a manner so as to conform to the aforesaid purposes of this Lease.

9) To conduct annual maintenance of all trails on the Leased Property, based on the recommendations of the monitors provided for in Section IV, 1 A, below and based on funding available to DRED in accordance with best trails management practices; to establish and enforce parking lot limits for the parking lots on or serving the Leased Property; and to eliminate any parking occurring along access roads to said parking lots.

10) To manage the Leased Property consistent with generally recognized standards in accordance with State Park standards for low-impact recreation.

11) To permit the Society, its agents and employees to have access to and to enter the Leased Property at any time for any purpose reasonably connected with the Society's interest in the Leased Property and to perform any work or act found to be necessary with respect thereto.

12) At the expiration of the term of this Lease, to quit and surrender to the Society the Leased Property.

IV. **Additional Provisions**. The Society and DRED also hereby agree:

1) DRED shall make an annual payment to the Society, on or after July 1, in an amount equal to the gross proceeds from the collection of fees at the Old Toll Road trailhead in the previous fiscal year, less any direct costs of collection. The funds shall be utilized by the Society, with the advice of the Monadnock Advisory Commission, for the following purposes:

A) To periodically provide for an independent third party monitoring of the trails on the Leased Property by a qualified party mutually agreed upon by both DRED and the Society,

B) The annual maintenance of those trails based on the recommendations of said monitoring, to the extent not accomplished by DRED in accordance with Section III, (9) above, by reason of unavailable funding,

JAD 1/13/06 OAM 2/3/06

C) Providing the seasonal toilet facilities at all trail heads from Memorial Day through Columbus Day weekends,

D) Making annual payments to the Towns of Dublin, Jaffrey and Troy towards defraying the cost of police patrol and services to the Leased Property,

E) To reimburse the Society its staff time and expenses associated with addressing the recreational issues with respect to the Leased Property and the Society's expenditures made pursuant to this Section IV, and

F) The balance to be used for (i) the overhead expenses of DRED at the Leased Property, including maintenance of and improvements to facilities and the trails at the Leased Property, and (ii) maintenance of and improvements to recreational trails and facilities on any land of Monadnock State Park, including land of DRED or the Town of Jaffrey, mutually agreed to by DRED and the Society. Any unexpended balance will be held from year to year by the Society in a restricted account solely for the purposes of this Section IV.

2) As the Society adds parcels to the Monadnock and Gap Mountain Reservations, the subjects of this Lease, such added parcels shall be added to the Leased Property and thereafter be subject to the provisions of this Lease~~;~~, provided said added parcels are included in an amendment to this lease approved by -the Governor and Executive Council.

3) The Society and DRED shall from time to time consider effecting an exchange of land as between them or the sale or gift of land as would facilitate and improve responsible recreation use of the Leased Property. All such land exchanges would be subject to all necessary state processes and approval by Governor and Executive Council.

4) To the extent that the Society expends funds to accommodate recreational use and improve the facilities on the Leased Property as agreed upon by the Society and DRED, those expenditures shall be reimbursed to the Society utilizing the fund established in Section 1 above, or from DRED's other resources as the situation may require and as allowed under New Hampshire law.

5) While DRED reserves all rights under the doctrine of sovereign immunity and RSA 508:14, DRED shall assume liability to the extent that it has generally been assumed by DRED with State Park lands. DRED shall be responsible for all negligent actions or omissions of its employees and agents, for claims, suits, damages, judgments, recoveries or other liabilities arising from injuries to persons or property in, on, or about the Leased Property. The Society shall not be responsible, other than for the negligence of its employees, agents, and business invitees, for any damage to property of DRED or others located in, on, or about the Leased Property.

6) All buildings, improvements and structures erected or effected on the Leased Property by DRED, together with all additions, alterations and improvements thereto shall become the property of the Society if not removed within ninety (90) days after termination of this Lease; provided, however, the Society reserves the right to reject ownership of any such buildings, structures and improvements within the sixty (60) days after such termination, in which

event DRED shall remove the rejected buildings, structures or improvements within ninety (90) days of the date of notice of such rejection.

7) If any part of the Leased Property is taken by eminent domain, the Society shall directly and exclusively receive the compensation for such taking, except for the value of any building or structure owned by DRED.

8) The Society may assign its rights and obligations under this Lease. If the Society's assignee is not acceptable to DRED, DRED has thirty (30) days from the notice of assignment to terminate this Lease. DRED shall make no assignment of its rights and obligations under this Lease except to its legislatively designated successor. If the legislatively designated successor is not acceptable to the Society, the Society has thirty (30) days from the notice of designation to terminate this Lease. This Lease shall be binding upon and inure to be the benefit of the Society and its successors and assigns and upon and to the benefit of DRED and its legislatively designated successor.

9) If there shall be any material default in the obligations and covenants of DRED herein contained which shall remain uncured for a period of thirty (30) days after receipt by DRED of written notice thereof from the Society specifying the same, then it shall be lawful for the Society to re-enter and repossess the Leased Property and eject DRED therefrom. In addition, the Society shall have the right to pursue any other remedies which the Society may have according to law for the recovery of damages and any other sums which may be due under the terms of this Lease.

10) Any notice, request, instruction or other document required to be given pursuant to this Lease shall be in writing and shall either be delivered in hand or sent by certified mail, return receipt requested, to the address of the recipient party set forth at the beginning of this Lease.

11) DRED and SPNHF shall meet annually on or about January 1 for purposes of developing a mutually agreed upon work plan and budget in furtherance of the provisions in Section IV, and for any issues relating to the administration of the Lease.

IN WITNESS WHEREOF, the Society and DRED, each by their duly authorized officers, have signed this Lease and another original counterpart hereof as of the day and year first above written.

Society for the Protection of New Hampshire Forests

By: Jane A. Difley
Jane A. Difley, President/Forester
Duly Authorized

Karen M. Finck 1/30/06
Witness Date

State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation

By: R. Sean O'Kane
R. Sean O'Kane, Commissioner

1/31/06
Witness Date

Allison A. McLean
Allison A. McLean, Director

Marjorie Cote 1/30/06
Witness Date

Approved as to form, substance and execution

Anne M. Edwards
Anne Edwards, Associate Attorney General

3/6/06
Date

Governor and Executive Council: 3/22/06 Late Item
Approval Date Item #

EXHIBIT "A"

All restrictions of record contained in the hereinafter listed deeds are applicable with equal force to the lessee and the execution of the lease by the lessee shall constitute legally sufficient notice of all such restrictions. Contravention of the restrictions contained therein shall constitute a breach of this lease agreement and the lessor shall have the immediate right of re-entry and possession upon such action by the lessee.

The so-called Monadnock Reservation of the Society for the Protection of New Hampshire Forests consists of parcels in the Towns of Dublin and Jaffrey described in deeds recorded in the Cheshire County Registry of Deeds at the following volumes and pages:

Volume 369 page 122, volume 400 page 449, volume 400 page 450, volume 380 page 78, volume 420 page 367, volume 422 page 523, volume 433 page 381, volume 436 page 246, volume 436 page 586, volume 453 page 236, volume 453 page 535, volume 453 page 587, volume 458 page 433, volume 462 page 65, volume 464 page 122, volume 539 page 143, volume 775 page 125, volume 785 page 423, volume 790 page 459, volume 884 page 185, volume 902 page 146, volume 1117 page 173, volume 1284 page 452, volume 1807 page 576, and volume 1890 page 62.

The so-called Gap Mountain Reservation of the Society for the Protection of New Hampshire Forests consists of parcels in the Towns of Jaffrey and Troy described in deeds recorded in the Cheshire County Registry of Deeds at the following volumes and pages:

Volume 878 page 523, volume 878 page 377, volume 892 page 530, volume 924 page 678, volume 958 page 01, volume 1002 page 112, volume 1113 page 540, volume 1172 page 09, and volume 1225 page 600.

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Search Type: All words

Search Criteria: The Society for the of New Hampshire Forests

Search Date: 3/16/2006

Search Time: 09:06

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status
SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS	64922	Non-Profit Corporation	Active

Records Returned 1 to 1