STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

88

April 21, 2023

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

REQUESTED ACTION

Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands to enter into a **Retroactive** Lease Agreement (Lease) with Blount Communications Inc. of Derry, New Hampshire for equipment and antenna space in designated areas at Pack Monadnock Mountain in Miller State Park for a five (5) year period from May 01, 2023 thru Apr 30, 2028, effective upon Governor and Council approval.

Further authorize DNCR to accept annual rental amounts to be deposited into the following account, according to the table below:

03-035-035-351510-86820000 – Communication Sites Ops

Contract Year	Class-Account-RG	Class- Account Title	Annual Rent Amount
2023/2024	008-403073-44	Agy - Income Mt Top Tower Fund	$14,543.04
2024/2025	008-403073-44	Agy - Income Mt Top Tower Fund	$14,979.36
2025/2026	008-403073-44	Agy - Income Mt Top Tower Fund	$15,428.76
2026/2027	008-403073-44	Agy - Income Mt Top Tower Fund	$15,891.60
2027/2028	008-403073-44	Agy - Income Mt Top Tower Fund	$16,368.36
		Total:	**$77,211.12**

EXPLANATION

This request is **Retroactive** because we underestimated the time required to get an approved package of lease forms out to the tenant for their review and signature.

Blount Communications Group is an AM/FM radio broadcast group in "good standing" with the State of New Hampshire and is a tenant in good standing at Pack Monadnock Mountain. It is their wish to continue broadcasting from Pack Monadnock Mountain. All installed communication equipment shall meet the guidelines set forth by DNCR's "Technical Requirements for the Use of Communication Sites" attached as Exhibit A.

The Attorney General's Office has reviewed and approved the Lease as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

LEASE AGREEMENT
BLOUNT COMMUNICATIONS GROUP
PACK MONADNOCK MOUNTAIN
MILLER STATE PARK
PETERBOROUGH, NEW HAMPSHIRE

CRITICAL DATES / TERM / RENT (for State use only)	
DEFINITION	**DATE**
Term Effective Date: Governor and Council approval date	
Billing Commencement Date: beginning invoice date for rent owed, set by Lease terms to be monthly, quarterly, or annual	05/01/2023
Term & Initial Annual Rent: 5 years beginning at $14,543.04, subject to an annual 3% adjustment.	

THIS LEASE AGREEMENT ("the Lease"), is made and entered into by and between the State of New Hampshire acting through its Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 ("the State"), under authority of RSA 227-H:9, and Blount Communications Inc. of NH, a corporation organized under the laws of the State of New Hampshire and having its place of business at 8 Lawrence Road, , Derry, NH 03038("the Lessee"). The State and the Lessee together shall be "the Parties".

Whereas, pursuant to the current Lease Agreement (hereinafter called the "Lease"), for which the original five (5) year lease was approved by Governor and Executive Council on April 11, 2018 as item 57, when the State agreed to lease certain areas within and upon the top of Pack Monadnock Mountain, located in Milan Hill State Park, NH, according to the terms and conditions specified in the Lease and in consideration of payment by the Lessee of certain sums specified therein; and

Whereas, the Lessee wishes to remain at the site by entering into a new agreement and the State is agreeable to providing a new agreement, subject to Governor and Executive Council approval

NOW, THEREFORE the Parties agree as follows:

PURPOSE: The purpose of the Lease is to provide for the use and possession by the Lessee of certain areas within and upon the real property and improvements thereon (the "Property") known as the top of Pack Monadnock Mountain, located in Miller State Park, according to the terms and conditions set forth below.

-WITNESSETH THAT-

I. LEASED PREMISES

the State, for and in consideration of the covenants and Agreements hereinafter contained and made on the part of the Lessee, does hereby Lease to the Lessee:

a) A designated area in the New Hampshire State Police Communications Building at the

summit on Pack Monadnock Mountain, Miller State Park, Peterborough, NH for use as a radio broadcasting site

b) A designated area on the New Hampshire State Police Tower for antenna mounting

The above described land and rights shall hereinafter be called the "Leased Premises."

II. ENTRY AND USE OF LEASED PREMISES

The Lessee shall be permitted to enter and use the Leased Premises as a wireless communication site. The Lessee shall not be permitted to use the Leased Premises for any other purpose except by prior written approval of the State. The State shall have the right to request identification of any and all individuals representing the Lessee who seek access to the Property under the terms of the Lease and to deny access to the Property by certain individuals identified, if necessary.

The State shall be notified forty eight (48) hours before the start of work, or planned maintenance, at the Leased Premises during normal business hours, Monday thru Friday between 8 a.m. and 4 p.m., however; unexpected/emergency repairs may be made immediately, with notice of such actions being made to the State within twenty four (24) hours.

Access Notifications should be made via phone or email to:

Communications Program Coordinator
NH Division of Forests and Lands
172 Pembroke Road
Concord NH 03301
Office: (O)603-271-2214
Email: CommunicationsProgram@dncr.nh.gov

In the event that the State needs to conduct maintenance or repair work within the Leased Premises, the Lessee agrees to work cooperatively to allow such maintenance or repair activity to occur. The State and the Lessee agree to coordinate well in advance to ensure that such work can take place safely and in a timely fashion.

III. AUTHORIZED FACILITIES

The Lessee is authorized to have the following equipment on the Property

3 racks of equipment occupying approximately 20 sq. ft. which includes:
One main transmitter, a HARRIS-Z-1000 KW
One PTek F500 aux transmitter
2 antennas:
One Shively 6810 one bay antenna with Radome at 129 ft. AGL
One Scala 6 ft grid dish at 35 ft AGL on East Leg, bearing 89.6 degrees
Receivers, EAS Gear, Mod Monitors, Remote Control Gear, T1 and ISDN Gear

Together with such appurtenant and accessory equipment located within the designated areas as required to accomplish the permitted use and any in-kind replacements of the above-described equipment.

The equipment listed herein shall be referred to as the Lessee's "facilities."

No additional facilities shall be allowed without written permission of the State. The approval by the State of replacement facilities in kind shall not be unreasonably withheld or delayed.

IV. ACCESS LIMITATION

Access to Pack Monadnock Mountain by vehicle is over Miller Park Road. Miller Park Road, is not and shall not be winter maintained (i.e. no plowing, sanding or salting) and is closed to wheeled vehicle use from the gate at the lower parking lot to the upper parking lot when the road is snow covered, however snowmobile use is allowed under adequate snow conditions. Adequate snow cover is defined as that quantity and quality of snow that will allow safe travel without damage to the road, hiking trail or the forest environment.

The Lessee will be held responsible for damage to State land resulting from improper motorized access to Miller State Park by the Lessee, or its agents.

V. TERM

The Lease shall be effective from May 1, 2023 through April 30, 2028 subject to the approval of the Governor and the Executive Council, unless sooner terminated in accordance with the provisions hereof.

VI. BENEFICIAL SERVICES

Not Applicable

VII. RENT – OR CONSIDERATION

Description	**Annual Dollars**	**Monthly Dollars**
Calculated Initial Year Rent	$14,543.04	$1,211.92
Beneficial Service Credit	0	0
Final Initial Year Rent	$14,543.04	$1,211.92

The initial annual rent shall be Fourteen Thousand Five Hundred Forty-three and four cents ($14,543.04) and shall be paid in 12 Monthly equal amounts of $1,211.92 pursuant to a State issued invoice.

Payment should be made to the State or to such other person, firm or place as the State may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section XXIII below.

Payment shall be by check made payable to "Treasurer, State of New Hampshire," delivered to Business Office, Department of Natural and Cultural Resources, 172 Pembroke Rd, Concord, NH 03301, beginning on the Billing Commencement Date (as described above), and monthly thereafter, throughout the term of the Lease.

If invoiced for utilities, payments, shall be due to the State within thirty (30) days of the date of the State's invoice. Nonpayment within five (5) business days following notification by the State of Lessee's failure to pay utilities when due shall constitute a material breach of contract.

VIII. ANNUAL ESCALATION

Each year on the anniversary of the Billing Commencement Date the current Lease amount will be adjusted by applying a three (3%) percent escalator.

IX. CONDITIONS TO ENTRY AND WORK ON THE LEASED PREMISES

The Lessee shall take precautions to minimize the impact of any work on the Property. The Lessee must coordinate any entry or activity on the Property in advance with the State's Communications Technician. The Lessee agrees to comply with all local, state and federal laws, rules and ordinances applicable to the work, and further agrees to exercise due care in the performance of all work on the Property. The Lessee shall be responsible for determining the location of all underground utilities prior to the commencement of any work. The Lessee, its contractors, agents, employees or assigns shall not make or cause to be made any governmental filings regarding the Property without the prior written consent of the State. Notwithstanding any other provisions in the Lease, the provisions of this Section shall survive the expiration or termination of the Lease. The Lessee shall restore the Property to its existing condition, reasonable wear and tear excepted, including removal of all its equipment, and shall indemnify and hold harmless the State from all loss, costs, injury or damage to persons including death, or property arising out of the Lessee's employees, agents, assigns or contractor's actions with respect to entry upon the Property pursuant to this right of entry.

X. TAXES

Unless otherwise exempt from these obligations, the Lessee shall pay, in addition to any other payments provided hereunder, all taxes and all fees, assessments and other costs or expenses now or hereafter imposed by any government authority, directly in connection with the Lessee's equipment or use of the Leased Premises. In addition, to the extent permitted by law, the Lessee shall pay that portion, if any, of the personal property taxes or other taxes directly attributable to the Lessee's equipment. Unless it is exempt from such taxation, the Lessee shall pay any increase in real estate taxes levied against the Leased Premises and the Lessee's equipment directly attributable to the Lessee's use and occupancy of the Lease Premises pursuant to the application of

RSA 72:23 I, which provides for taxation of certain State properties used or occupied by persons or entities other than the State. If Lessee contends that it is exempt from such taxation, Lessee will provide the State with documentation substantiating the exemption upon the reasonable request of the State.

If required to by law, the Lessee shall make payment of such taxes, fees, and assessments to the State or such government authority as has invoiced taxes, fees, and assessments, within thirty (30) days of the date of invoice. Failure of the Lessee to pay the duly and legally assessed real estate and/or personal property taxes, fees and assessments when due shall be cause to terminate the Lease by the State provided written notice has been given the Lessee by the party assessing the tax and sixty (60) days have elapsed from the date of the receipt of notice by the Lessee and no payment has been made.

XI. RIGHT TO LEASE - COMPLIANCE WITH LAW

The State represents that it has the full right, title, interest, power and authority to enter into the Lease and to let the Leased Premises for the term herein granted. The Lessee shall comply with all applicable federal and state laws, rules and regulations in connection with the operation of the Lease.

XII. QUIET ENJOYMENT-INSPECTION

The Lessee, upon the payment of the rent herein provided, and upon the performance of all of the terms of the Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, disturbance, interference or interruption from the State or from any persons claiming by, through and under the State.

Provided however, the Lessee agrees that the State or any of its duly authorized agents may with reasonable notice to the Lessee, inspect any and all the Lessee Property located on the Leased Premises during usual business hours; and

The Lessee understands and hereby accepts that other leasehold tenants occupy the Property which may result in possible inconvenience when another Lessee is doing work coincidentally onsite.

XIII. MUTUAL NON-INTERFERENCE - CONFLICTS WITH RECREATIONAL USERS

The Lessee agrees to install radio equipment of the type and frequency which will not cause measurable interference to the State, other Lessees of the premises or neighboring landowners. In the event the equipment of the Lessee causes such interference, and after the State has notified the Lessee of such interference, the Lessee will take all steps necessary to correct and eliminate the interference. Continued interference problems caused by the equipment of the Lessee shall be just cause for termination of the Lease subject to the provisions of Section XXX

The State agrees that the State and any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the Lessee. In the event any such equipment of the State or of another tenant at the Property causes such interference, the State will see that the interfering party takes all steps necessary to correct and eliminate the interference.

The State covenants and agrees that it will not permit or allow the erection, installation or construction of any buildings, or structures, on any portion of its remaining land at the Property that will shield or obstruct or otherwise interfere with the reception or transmitting of radio signals over the paths established by the Lessee; however, the Lessee agrees to comply with all reasonable requests in writing of the State or any of its agents as to particular situations which may arise to permit the erection, installation or construction of such structures. In no event however, shall the Lessee's compliance with such requests relieve the State of its obligation to see that the State or any other interfering party take all steps necessary to correct and eliminate any interference caused thereby. In addition, all reasonable precautions will be taken by the Lessee to ensure that there will be no conflict with the State's use, which can include the public's use of the Property including, but not limited to, obstructing access to the summit or viewpoints from the summit.

XIV. ASSIGNMENT/SUBLEASE

The Lessee may not assign or transfer its rights under the Lease or sublease any portion of the Leased Premises to any third party without the express written permission of the State, which permission shall not be unreasonably denied.

In the event of a greater than fifty (50) percent change of ownership of Lessee, the State shall have the option of continuing the Lease or terminating with ninety (90) days notice to the Lessee.

XV. COMMUNICATION SITE TECHNICAL REQUIREMENTS

All communications equipment and appurtenances shall be installed in compliance with the "State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites" adopted June 30, 1995, and last revised in July, 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "A".

XVI. INDEMNIFICATION-LIABILITY INSURANCE

The Lessee shall indemnify and save the State harmless from any and all costs, claims, loss, damage, damages, liability, demands and suits of any kind, by whomever brought, that may in whole or in part arise from or be caused by:

a) The operation, maintenance, use or occupation of the herein Leased Premises by the Lessee; or
b) The acts, omissions or gross negligence of the Lessee, its agents, officers, employees or
c) The failure of the Lessee to observe and abide by any of the terms or conditions of the Lease or any applicable law, ordinance, rule, or regulation. The obligation of the Lessee to so relieve the State shall continue during any period of occupancy or of holding over by the Lessee, its agents, officers, or employees beyond the expiration or other termination of the Lease.

However, nothing in this paragraph shall require the Lessee to indemnify the State against the willful or negligent actions by the State.

The Lessee shall, during the full term of the Lease, at the expense of the Lessee, carry commercial

general liability insurance providing either combined single limit of not less than two Million Dollars ($2,000,000) or not less than Five Hundred Thousand Dollars ($500,000) per person and Two Million Dollars ($2,000,000) per occurrence which shall protect both of the Parties against all claims for personal injury, death, and property damage and certificates thereof shall be delivered to the State within ten (10) days after the date of execution of the Lease, and thereafter at least thirty (30) days prior to expiration of the effective policy. The Lessee shall name the State as an additional insured on said insurance policy.

XVII. WORKERS COMPENSATION INSURANCE

The Lessee must demonstrate compliance with, or exemption from compliance with, applicable workers' compensation statutes, including RSA 281-A and any other applicable laws or rules.

XVIII. RISK OF LOSS - FIRE - CASUALTY

All property of every kind installed by the Lessee on the Leased Premises shall be at the sole risk of the Lessee and the State shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to Lessee installed property. The Lessee shall be responsible for maintaining appropriate property insurance for its interest in the Leased Premises and property located thereon.

Should the existing Equipment Building on the Property be substantially damaged by fire, other casualty or act of God, then the State shall notify the Lessee as soon as it is able as to whether or not the State intends to rebuild the Equipment Building and the likely time frame within which the rebuilding would be accomplished. During such rebuilding the Lessee shall, at its option, have the right to erect suitable temporary structures to effectuate the broadcast of the signal of the Lessee. If the State elects not to rebuild the Equipment Building then the Lessee may, at its option, elect either to terminate the Lease or to rebuild on the same site, substitute structures of similar design and size as existed prior to the damage with the approval of the State, which shall not be unreasonably withheld.

The State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, weather event, act of God, or other casualty. The State shall not be liable to Lessee for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to the Property, including but not limited to any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

XIX. INSTALLATION AND MAINTENANCE - COST

All improvements installed by the Lessee at the Property for its sole benefit shall be at the expense of the Lessee, and subject to prior written approval by the State. During the term of the Lease, the Lessee will maintain such improvements installed by the Lessee on the Property in a safe and reasonable condition, and neat in appearance so as to minimize visual impact. The materials and design for the installation at the Property shall comply with all applicable federal, state and local laws, rules and approvals. The Lessee shall have all construction plans relating to the project at the Property approved by applicable federal, state and local governmental authorities having jurisdiction over construction and installation of cell facilities on the Property ("Governmental Authorities") prior to the commencement of such construction and installation.

It is understood and agreed that the ability of the Lessee to use the Property is contingent upon its obtaining, after the execution date of the Lease, all of the certificates, permits and other approvals that may be required by any Governmental Authority as well as a satisfactory building structural analysis, so as to permit the use by the Lessee of the Property as contemplated by the Lease. The State shall cooperate with the Lessee in its effort to obtain all required Governmental Authority approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by the relevant Governmental Authority, or, in the event that the Lessee determines that the Property site is no longer technically compatible for the use contemplated by the Lease, or that the Lessee, in its sole discretion, will be unable to use the Property for its intended purposes, the Lessee shall have the right to terminate the Lease subject to 90-day written notice to the State. Notice of the exercise by the Lessee of its right to terminate shall be given to the State in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rentals paid to said termination date shall be retained by the State. Upon such termination, the Lease shall become null and void and, except as expressly provided in the Lease, the parties shall have no further obligations including the payment of money, to each other. The Lessee shall remove any and all of its property from the Property prior to termination of the Lease under this paragraph.

XX. CONDITIONS - RENT ABATEMENT

The obligations of the Lessee hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

a) The continued authorization of the Lessee to use the Facilities for the purposes intended by the Lessee pursuant to all necessary approvals from Governmental Authorities relating to such use; and
b) The continued retention by the State of good, clear, and marketable title to the Property underlying the Leased Premises, and such title remaining free from encumbrances and restrictions which would interfere with the use of the Leased Premises intended by the Lessee or would impair the ability of the Lessee to pledge the leasehold estate as collateral to secure debt financing.

If any of the foregoing conditions should fail to remain satisfied, the Lessee shall have no obligation to pay rent until such condition is once again satisfied or waived, and rent which would otherwise be due during the intervening time pending satisfaction of such condition is hereby excused and forgiven.

XXI. LEASE RUNNING WITH THE LAND

The covenants, terms, conditions, provisions and understandings in the Lease shall be construed as covenants running with the land and are binding upon and inure to the benefits of the respective successors and assigns of the parties herein.

XXII. ENTIRE AGREEMENT

The Lease expresses the entire agreement between the parties, and supersedes all prior understandings.

XXIII. NOTICES

All notices, demands, requests and other communications required by the Lease shall be in writing and shall be considered properly given if sent by United States registered or certified mail, postage prepaid, to:

a) The State:
The State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH - 03301
Attn: Director, Land Management Bureau

or at such other address of the State from time to time may have designated by written notice to the Lessee. Such notice shall be deemed properly given upon the posting in the United States mail.

b) The Lessee:
Blount Communications Group
8 Lawrence Road
Derry, NH, 03038
Attn: William Blount (or designee)
Phone: 603-437-9337
Fax : 603-434-1035

or at such other address as the Lessee from time to time may have designated by written notice to the State. Such notice shall be deemed properly given upon the posting in the United States mail.

XXIV. AMENDMENT - EXTENT OF INSTRUMENT - CHOICE OF LAWS - ETC.

The terms of the Lease may be modified or amended by written agreement between the Lessee and the State. The Lease is to be construed according to the laws of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefits of, and shall be enforceable by the parties hereto and their respective successors and assigns.

XXV. SOVEREIGN IMMUNITY

The Lease does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.

XXVI. SEVERABILITY

If any term of the Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.

XXVII. NO WAIVER OR BREACH

No assent, by either party, whether express or implied to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

XXVIII. NOTICE OF LEASE

The State agrees to execute a Notice of the Lease Agreement, substantially in the form of that attached hereto as Exhibit "B", which the Lessee shall record with the appropriate recording officer. The date set forth in the Notice of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

XXIX. STATE PARK STAFF SITE SUPPORT

The Lessee agrees to reimburse the State in no less than half (1/2) hour increments for State Park staff time, requested or previously arranged by the Lessee, spent inspecting, managing, maintaining or repairing the Leased Premises or Facilities at the rate of **Fifty-One Dollars and Thirty Five Cents ($51.35) per hour.** Each call-out shall be no less than a two (2) hour minimum. Use of State Park staff shall be at the sole discretion of the appropriate State Park Manager.

Any work performed by State Park staff at the request of the Lessee shall be invoiced by the State and paid by the Lessee within thirty (30) days of receipt. If payment is not made within 30 days, all future requests for assistance may not be acted upon until such time as payment is made. All work performed by State Park staff pursuant to this Section shall be upon the request of the Lessee, and the State assumes no liability.

XXX. DEFAULT - THE LESSEE'S RIGHT TO CURE - TERMINATION - RESTORATION

In the event there is a default by the Lessee with respect to any of the provisions of the Lease or its obligations under it, including the payment of rent, the State shall give the Lessee written notice of such default. After receipt of such written notice, the Lessee shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days whose length of time shall be agreed upon by the parties, and the Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The State may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to cure the same within the time periods provided in this paragraph. The failure of the Lessee to act to cure the default within the specified time periods shall be just cause for termination of the Lease.

The Lessee shall have the unilateral right to terminate the Lease at any time by giving ninety (90) day written notice to the State of the exercise by the Lessee of this option.

The State shall have a unilateral right of termination only in an instance where the continued presence of the facilities represents a health, safety or operational risk which cannot be reasonably addressed by alternative measures. The State shall provide ninety (90) days' notice to Lessee that a

termination is necessary due to that risk, unless some shorter time period is deemed reasonably necessary by the State to avoid damage to people, property or equipment. The State shall have an affirmative duty to relocate the facilities in a suitable alternative area, if available. The Lessee shall not be entitled to any damages as a result of any such termination.

The Lessee, upon termination of the Lease, shall, within sixty (60) days of termination, remove all of its equipment, personal property and all fixtures from the Property and repair any damage caused by its use of the Leased Premises or the removal of its equipment, reasonable wear and tear excepted. If such time for removal causes the Lessee to remain on the Leased Premises after termination of the Lease, the Lessee shall pay rent at then-existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the equipment, personal property and all fixtures are completed.

XXXI. HOLDOVER

At the sole discretion of the State, the Lessee's facilities may remain in holdover at the conclusion of the term of this Lease. The State will set rental rates for any such holdover period consistent with its' then existing policies and procedures. The State may terminate this holdover period at any time and for any reason upon ten (10) days written notice to the Lessee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused the Lease to be executed the day and year first above written.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By: _____ 5/1/2023
Sarah L. Stewart Date
Commissioner

BLOUNT COMMUNICATIONS GROUP

By: _____ 3/31/23
William Blount Date
President
Duly Authorized

Approved as to form, substance and execution

Date 5/13/2023 By: Shari Hollyer

Assistant Attorney General

Approved by Governor and Council
Date_____ Agenda Item No._____

The following Exhibits are attached hereto and incorporated herein by reference:

"A" State of New Hampshire Department of Natural and Cultural Resources Technical Requirements for Use of Communication Sites revised 7/24/2017
"B" Notice of Lease

Exhibit A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

TECHNICAL REQUIREMENTS FOR USE OF COMMUNICATION SITES

Adopted June 30, 1995
Reviewed April 27, 2005
Revised February , 2014
Formatting/Name Revised July 24, 2017

Jeffrey J. Rose, Commissioner
172 Pembroke Road
Concord, N.H. 03301

State of New Hampshire
Department of Natural and Cultural Resources
Technical Requirements
For Use of Communication Sites

Introduction

The following outlines technical requirements for installation, operation and maintenance of communication equipment and appurtenances at Department of Natural and Cultural Resources (DNCR) communication sites as required by Item III.H.6 of the DNCR "Policy On Use and Management of Mountaintops for Communication Facilities". As stated in the policy, all requests for new communication equipment installations or modifications of existing equipment require review by the Communication Site Advisory Committee and approval by the Commissioner.

The Commissioner, with counsel from the Communication Site Advisory Committee, shall be the final authority in resolution of any conflicts between site users or in interpretation of these technical requirements and may require testing of user's equipment to determine compliance or to investigate possible sources of interference.

These requirements are in addition to any standards or conditions contained in the lease/use agreement.

These requirements shall apply to all new communications facilities and to existing facilities that are upgraded or expanded. The requirements may be waived or modified by the DNCR Site Manager for facilities and/or users in existence at the date of adoption, as communication site conditions warrant.

Transmitters and Associated Equipment

A. Transmitters shall be equipped with isolators to provide the following minimum isolation to reduce the possibility of intermodulation interference.
   25 db (70 MHz to 220 MHz)
   50 db (220 MHz to 1000 MHz)
   75 db (1000 MHz to 76 GHz)

B. A Bandpass cavity shall be used between each antenna and associated transmitter or combiner. A combiner, or duplexer will satisfy this requirement.

C. R.F. Devices including duplexers, isolators, cavities, switches, etc. shall be located inside grounded cabinets where physically possible. Open racks may be permitted on a site by site basis to fit specific needs.

D. Grounding to each cabinet and device shall be installed and comply with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

E. Transmission lines entering enclosed equipment cabinets shall do so via bulkhead connectors. Type "N" bulkhead connectors shall be used above 54 MHz.

F. Power, telephone, network, or control lines shall be protected by grommets where they enter enclosed radio cabinets. Where high R.F. fields exist, telephone lines and control lines shall enter radio cabinets via RFI filtration devices.

G. The use of RG\8, RG\58, braided shield, single shield coax cable or aluminum shielded cable is not permitted. This includes cables located within cabinets or racks. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation. Double shielded RG\58 (Belden 8268, etc.) may be used in external frequency reference and 1 PPS launch timing applications.

H. Ethernet cable (CAT5e, CAT6, etc.) shall be routed to not interfere or receive interference from RF equipment.

I. Ethernet cable (CAT5e, CAT6, etc.) shall be plenum rated for in shelter use and shielded/ outdoor rated when used outside of the shelter or on the tower.

J. Ethernet cable (CAT5e, CAT6, etc.), and telephone lines shall be grounded upon entry into the shelter from an outside source (tower mounted equipment, or telco lines) using a UL listed surge suppressor and shall be installed in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 780: Standard for the Installation of Lightning Protection Systems, and NFPA 70: National Electrical Code® when applicable.

K. Microwave or PTP transceivers shall be secured to an open rack or mounted within an enclosed cabinet. Unsecured devices will not be permitted.

L. At no time will any equipment be mounted to an ice bridge or its support structure.

M. Microwave or PTP ODU (Outdoor Units) should be mounted as close to the antenna as possible.

Antenna System Requirements

A. Antenna systems must be approved by the DNCR Site Manager prior to the commencement of installation work. The cost of any changes to the existing tower including structural work, tower painting, tower lighting, etc. will be paid for by the site user. Rearrangements of existing antennas will not be considered except under unusual circumstances.

B. The design of each proposed antenna systems shall take into account the following:

*Antenna location will be assigned by the DNCR Site Manager based on available space, required radiation pattern, transmitter power and frequency, antenna type, mounting restrictions and interference considerations.

*Only antennas which provide a direct dc path to ground may be utilized.

*Antennas shall be equipped with coaxial lightning protectors meeting ANSI standard 62.1. Lightning protectors shall be connected to site ground system in accordance with current Standards and Guidelines for Communication Sites (R56) and NFPA 780: Standard for the Installation of Lightning Protection Systems.

*R.F. link antennas, control antennas, and Microwave Antennas will be assigned mounting positions as low on the tower as possible.

*Metal antenna mounting hardware and falling ice protection hardware will be hot dipped galvanized or stainless steel.

*Only solid copper jacketed coax cable will be permitted for antenna cable runs. PTP, Microwave, or GPS systems whose manufacturer requires the use of LMR-400 or similar cable will be exempt providing the manufacturer's documentation is submitted to the DNCR site manager prior to installation.

*Coax cable shall be individually attached to the tower legs or waveguide hangers. The location of coax cable runs will be assigned by the DNCR Site Manager.

*Attachment of coax cable will be by stainless steel clamps or hangers spaced a maximum of three feet apart.

*The use of plastic " tie wraps " to support coax cable in any location is not permitted. The use of coating products that emit acetic acid are not permitted. Use of ultra-violet protected "tie wraps" are allowed on a temporary basis during construction or for temporary installations.

*Grounding kits with solid copper straps and mechanical compression shall be installed at top of tower, at point where coax cable departs the tower, and at the building entrance point. These clamps will be properly sealed to prevent corrosion at the coax cable connection. Stainless steel connectors will be used from the grounding kit to the tower. Grounding kits and procedures must comply with current Standards and Guidelines for Communication Sites (R56).

*Horizontal runs of coax cable shall be protected by ice shields and supported every three feet with stainless steel clamps or hangers.

*Coax cable shall enter buildings via weatherproof cable entrance ports or cable mounting plates. Positions will be assigned by the DNCR Site Manager. Ground Clamps will be used on both sides of this connection and will be connected to the site ground system.

*Coax cable runs located inside buildings will utilize existing cable racks or will be supported overhead by hangers.

Power Requirements:

A. Each site user will be responsible for the cost of installation of separately metered electrical service when such metering is required unless otherwise specified in the lease/use agreement.

B. The provisions of backup power by DNCR will require approval of the DNCR Site Manager.

C. Emergency generating equipment or battery backup units shall not be installed without approval of the DNCR Site Manager.

D. Each new transmitter and equipment cabinet will be connected to a separately fused AC outlet in accordance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

E. Under no circumstances will one station be plugged into the accessory outlet of another cabinet.

F. All electrical installation work shall be in full compliance with current Standards and Guidelines for Communication Sites (R56), NFPA 70: National Electrical Code®, and State Electrical codes.

Administrative Items

A. A frequency compatibility study must be performed prior to installation; it shall be done by an independent consulting firm, which has been approved by DNCR. The cost of this study is the responsibility of the site user. A subsequent study may be required each time the site user proposes an additional frequency at the site.

B. The site user shall immediately cease operation if notified by the DNCR that they are causing harmful interference.

C. The DNCR Site Manager shall be provided with copies of all FCC license applications, current FCC licenses and equipment specifications.

D. The site user shall make no changes after the initial installation without prior written approval from the DNCR Site Manager.

E. Equipment shall be maintained in such a manner as to prevent it from becoming a source of interference or a safety hazard.

F. Equipment shall have an ID tag attached, which shows licensee's name, address, call sign, frequency, tone squelch frequency and telephone number of person or organization responsible for maintenance work. Radio station licenses shall be posted for each transmitting station as required by FCC rules.

G. Speakers will be turned off except during periods of maintenance work.

H. Areas in and around the site user's equipment shall be kept clean and neat at all times. In addition, exterior areas including access roads, trails, and parking area shall be kept clean. Trash and unused materials shall be immediately removed from the site and not stored on the premises in any manner.

I. Smoking, open flame, or welding will not be permitted inside buildings.

J. Should the site user cause discharge of any Fire Protection System, they will be responsible for all costs associated with recharging the system, cleaning the building and repairing damaged equipment.

K. If the building has an alarm system installed, the site user will notify designated Alarm Center when entering or leaving building in accordance with posted instructions.

L. Site access shall be as designated in and subject to restrictions as described in the lease\use agreement. The DNCR will not be responsible for plowing of access roads or trail entrances to the site unless specified in lease/use agreement.

M. Prior to the signing of any lease, a joint visit of the site will be made by the proposed site user and the DNCR Site Manager. Any additional special technical requirements not covered in this document will be determined at this meeting.

N. When a lease is terminated for any reason, the site user will remove all equipment including antennas and feed lines within thirty days and will be responsible for any work necessary to return site to its previously existing condition. Should the site user fail to do so, then DNCR will arrange to have work completed and will bill the site user for this work.

EXHIBIT "B"

Notice of Lease

Notice of the following Lease is hereby given in accordance with the provisions of RSA 227-H:10. Furthermore, in accordance with RSA 72:23,I(b)(4), failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.

LESSOR:	**STATE OF NEW HAMPSHIRE**, Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301
LESSEE:	**BLOUNT COMMUNICATIONS INC. of NH**, a corporation organized under the laws of the State of New Hampshire and having its place of business at 8 Lawrence Road, Derry, New Hampshire 03038
TERM EFFECTIVE DATE:	May 1, 2023
DESCRIPTION:	Communications Lease at Miller State Park – Peterborough , NH

LEASED PREMISES

The STATE, for and in consideration of the covenants and agreements hereinafter contained and made on the part of LESSEE, does hereby grant, demise and lease to LESSEE:

a) A designated area in the New Hampshire State Police Communications Building at the summit on Pack Monadnock Mountain, Miller State Park, Peterborough, NH for use as a radio broadcasting site
b) A designated area on the New Hampshire State Police Tower for antenna mounting

TERM: One (1) five (5) year

RIGHTS OF EXTENSION OR RENEWAL: None

EXECUTED as an instrument under seal on the dates indicated below.

LESSOR:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By: _____
Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 1st day of May, 2023, by Sarah L. Stewart, in her capacity as Commissioner of the Department of Natural and Cultural Resources.

_____
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires:_____

TRISHA CONNOR, Justice of the Peace
State of New Hampshire
My Commission Expires December 5, 2023

LESSEE:

BLOUNT COMMUNICATIONS GROUP

By: _____
William Blount
Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF ~~MERRIMACK~~ Rockingham

On this 30 day of March, 2023, before me, the undersigned officer, personally appeared, who acknowledged to be President, and that as such, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing under the name of the company as such officer.

_____
NOTARY PUBLIC/JUSTICE OF PEACE
My Commission expires: 11/6/2024

EDWARD G GULDIN JR.
Notary Public, State of New Hampshire
My Commission Expir N . 6 024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BLOUNT COMMUNICATIONS, INC. OF NH is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 06, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **349267**

Certificate Number: **0006201897**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Deborah C. Blount (Name), **hereby certify** that I am duly elected Clerk/Secretary/Officer of Blount Communications Inc. of NH (Name of Corporation) I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 30, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That William A. Blount, President (Name and Title) (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Blount Communications Inc. of NH (Name of Corporation) with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended of repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 3/30/2023

ATTEST: Deborah C. Blount, Secretary (Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 702 King Farm Boulevard, Suite 210 Rockville MD 20850 License#: BR-724491	**CONTACT NAME:** Susan Campbell **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** susan_campbell@ajg.com
INSURED Blount Communications, Inc. 8 Lawrence Road Derry NH 03038 BLOUCOM-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Massachusetts Bay Insurance Company — 22306 INSURER B : Hanover Insurance Company — 22292 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1998604028 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		LDYH14772205	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ included $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ zero			UHYH15255604	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WDYH15161704	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WDER's leased tower site @ the summit on Pack Monadnock Mountain, Miller State Park, Peterborough, NH.

The State of New Hampshire and the Department of Natural and Cultural Resources are included as Additional Insureds as per policy forms and as per written contract/agreement with the Named Insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renewal of License Authorization

This is to notify you that your Application for Renewal of License 0000168637, was granted on 03/31/2022 for a term expiring on 04/01/2030.

This is your License Renewal Authorization for station WDER-FM

Facility ID: 52399
Location: PETERBOROUGH,NH

BLOUNT COMMUNICATIONS, INC. OF NH
8 LAWRENCE ROAD
DERRY, NH 03038