State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488
TDD Access: Relay NH 1-800-735-2964
nhdfl.dncr.nh.gov

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July 23, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive 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 Forest and Lands to enter into a lease Agreement with Public Service Company of New Hampshire, d.b.a Eversource Energy for an amount not to exceed $73,266.07 for equipment and antenna space in designated areas at Hyland Hill in Hyland Hill State Forest located in Westmoreland NH for a five (5) year period effective upon Governor and Council approval through July 31, 2030.

Further authorize DNCR to accept annual rental payment revenue. The annual rental payments include a 3% annual increase as detailed within the terms of the lease.

Revenue to be deposited into account 03-035-035-351010-86820000-403073-**Communication Sites Ops** as follows:

Fiscal Year	Class-Account-RG	Class-Account-Title	Annual Rent Amount
2026	008-403073-44	Agy- Income Mt Top Tower Fund	**$13,800.00**
2027	008-403073-44	Agy- Income Mt Top Tower Fund	**$14,214.00**
2028	008-403073-44	Agy- Income Mt Top Tower Fund	**$14,640.42**
2029	008-403073-44	Agy- Income Mt Top Tower Fund	**$15,079.63**
2030	008-403073-44	Agy- Income Mt Top Tower Fund	**$15,532.02**
		Contract Total	**$73,266.07**

EXPLANATION

Public Service Company of New Hampshire, d.b.a Eversource Energy is a corporation organized under the laws of the State of New Hampshire in good standing with the State of New Hampshire. They are currently tenants at four (4) other DNCR communication sites. 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 to the agreement. It is their wish to continue operating from this location.

DNCR has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY
HYLAND HILL
HYLAND HILL STATE FOREST
WESTMORELAND, 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	9/01/2025
Term & Initial Annual Rent: 5 year term, initial rent is $13,800.00, 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 Public Service Company of New Hampshire, d.b.a Eversource Energy, a corporation organized under the laws of the State of New Hampshire and having its place of business at 780 North Commercial Street, Manchester, NH 03101("the Lessee"). The State and the Lessee together shall be "the Parties".

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 Hyland Hill, located in Hyland Hill State Forest, 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. Certain space at the top of the 180 foot communication tower located at the summit of Hyland Hill, Hyland Hill State Forest, Westmoreland, New Hampshire, extending _10_ feet above and _10_ feet below the centerline at 185 feet, 6 inches;
b. Also certain floor space, not to exceed one (1) 19" equipment rack, in the Equipment Building for the installation of equipment cabinets;
c. Also, the right to install and maintain non-overhead electric, fiber and telephone lines to the Equipment Building and antenna cables from the Equipment Building to the communication tower, and a communication tower/Equipment Building grounding system.
d. Together with the right in common with the public and others entitled thereto to use the roadways and hiking trails on Hyland Hill as a means of passing and repassing to the summit

for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

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 Bureau Administrator
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

Please refer to Exhibit C of this Lease for a list of authorized 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

No restrictions at this time.

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

V. TERM

The Lease shall be effective upon approval through July 31, 2030 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

Contract Year	Class – Account-RG	Class Account Title	Annual Rent Amount
2025	008-403073-44	Agy - Income Mt Top Tower Fund	**$13,800.00**
2026	008-403073-44	Agy - Income Mt Top Tower Fund	**$14,214.00**
2027	008-403073-44	Agy - Income Mt Top Tower Fund	**$14,640.42**
2028	008-403073-44	Agy - Income Mt Top Tower Fund	**$15,079.63**
2029	008-403073-44	Agy - Income Mt Top Tower Fund	**$15,532.02**
Total			**$73,266.07**

An Annual 3% escalator will be applied on July 1st.

Escalator Applied	0%	3%	3%	3%	3%
Month	2025	2026	2027	2028	2029
September	$13,800.00	$14,214.00	$14,640.42	$15,079.63	$15,532.02
Total	**$13,800.00**	**$14,214.00**	**$14,640.42**	**$15,079.63**	**$15,532.02**

The initial annual rent shall be thirteen thousand, eight hundred and 00/100 dollars ($13,800.00) and shall be paid in 1 annual payment following the approval of the Governor and the Executive Council and within fourteen (14) calendar days following Lessee's receipt of 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 annually thereafter, throughout the term of the Lease.

The State agrees that the Lessee shall be entitled to connect their Facilities to the emergency backup power generator. The State agrees that it shall be responsible for the maintenance, service, fueling and in all other respects for the generator.

VIII. ANNUAL ESCALATION

Each year on July 1st the current Lease amount will be adjusted by applying a Three (3) percent escalator as specified in the escalator table under S. VII hereinabove.

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. Lessee may elect to meet the insurance limits required above by a combination of self-insurance and excess liability policies.

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: Communications Bureau Administrator

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:
Public Service Company of New Hampshire
d/b/a Eversource Energy
780 North Commercial Street
Manchester, NH, 03101
Attn: Real Estate Department

With A Copy To:
Public Service Company of New Hampshire
d/b/a Eversource Energy
780 North Commercial Street
Manchester, NH, 03101
Attn: Legal Department

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. 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 but shall refund to Lessee any pre-paid rent attributable to periods following the date of 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 complete.

[*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: Sarah Stewart July 23, 2025

Sarah L. Stewart Date
Commissioner

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, d/b/a EVERSOURCE ENERGY

By: 6/25/25

{} Christopher Gelines Date
{} Supervisor, Real Estate
Duly Authorized

Approved as to form, substance and execution

Date 08/11/2025

By: Jessica A King

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

"C" Equipment List

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:	**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**, d.b.a Eversource Energy, a corporation organized under the laws of the State of New Hampshire and having its place of business at 780 North Commercial Street, Manchester, New Hampshire 03101
TERM EFFECTIVE DATE:	August 1, 2025
DESCRIPTION:	Communications Lease at Hyland Hill State Forest – Westmoreland, 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. Certain space at the top of the 180 foot communication tower located at the summit of Hyland Hill, Hyland Hill State Forest, Westmoreland, New Hampshire;
b. Also certain floor space, not to exceed one (1) 19" equipment rack, in the Equipment Building for the installation of equipment cabinets;
c. Also, the right to install and maintain non-overhead electric, fiber and telephone lines to the Equipment Building and antenna cables from the Equipment Building to the communication tower, and a communication tower/Equipment Building grounding system.
d. Together with the right in common with the public and others entitled thereto to use the roadways and hiking trails on Hyland Hill as a means of passing and repassing to the summit for the transportation of equipment and personnel in connection with the installation, operation and maintenance of the authorized facilities.

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 _____day of _____, 2025, 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:_____

LESSEE:

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, d.b.a EVERSOURCE ENERGY

By:_____
Duly Authorized

THE STATE OF CONNECTICUT
COUNTY OF HARTFORD

On this 25th day of June, 2025, before me, the undersigned officer, personally appeared, who acknowledged to be Christophe Gelinas, 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:_____

AMY ROSE CARTWRIGHT
NOTARY PUBLIC - CT 182830
MY COMMISSION EXPIRES JAN. 31, 2026

Exhibit C

Equipment List

Hyland Hill (Westmoreland)				
Antenna Inventory				
QTY	Model	Description	Height	Orientation
1	872F-70-2	Comprod 10' Dual Bay dipole	183'	Leg C, 300°
Ground Equipment				
1	19" x 2' Equipemnt rack			
	Located in: 2nd row of equipment from the entry door			
	3rd rack space from the left.			

Equipment Detail			
QTY	**Model**	**Description**	**Location**
1	SC2000	Eltek 24 VDC Power System	Rack 1
4	SBS100	12 VDC 100 AH enersys battreries	Rack 1
1	IR1835	Cisco router	Rack 1
1	140-5028	Calamp Base Radio	Rack 1
1	SC550	Site Boss RTU	Rack 1
1	GT-DC	Accedian MetroNID	Rack 1