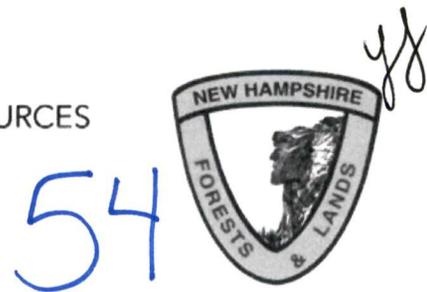




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF FORESTS & LANDS

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



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 Forests and Lands to amend an existing lease with the Massachusetts Institute of Technology, Lincoln Laboratory of the Commonwealth of Massachusetts (MITLL) for communications infrastructure in designated areas at Pack Monadnock Mountain in Miller State Park by exercising the second of three five-year renewal options and extending the completion date from September 30, 2025, to September 30, 2030, effective upon Governor and Council approval. The original lease was approved by the Governor and Council on January 13, 2016, Item # 42. The first lease renewal amendment was approved by the Governor and Council on September 23, 2020, Item # 57.

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	Class-Account Title	Annual Rent Amount
2026	008-403073	Agy Income - Mt Top Tower Fund	\$27,091.66
2027	008-403073	Agy Income - Mt Top Tower Fund	\$27,904.41
2028	008-403073	Agy Income - Mt Top Tower Fund	\$28,741.54
2029	008-403073	Agy Income - Mt Top Tower Fund	\$29,603.79
2030	008-403073	Agy Income - Mt Top Tower Fund	\$30,491.90
		Total:	\$143,833.30

EXPLANATION

During the renewal of this lease agreement with MITLL, it was discovered that the current completion date in the lease was different than stated in the most recent amendment letter presented to the Governor and Executive Council for approval due to a scrivener’s error. This extension request reflects the September 30, 2025 end date that was intended in the last amendment and requests to extend for an additional five-year period to September 30, 2030.

MITLL is a Department of Defense Research and Development Laboratory, that conducts research and development aimed at solutions to problems critical to national security. MITLL has been a good tenant at Pack Monadnock Mountain for many years. 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.

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 Division of Forests and Lands

Concurred,



Sarah L. Stewart
Commissioner

SECOND LEASE AMENDMENT

Massachusetts Institute of Technology for the Benefit of MIT Lincoln Laboratory
Pack Monadnock Mountain
 MILLER STATE PARK
 TEMPLE, NEW HAMPSHIRE

<u>CRITICAL DATES / TERM / RENT</u> (for State use only)	
DEFINITION	DATE
Term Effective Date:	October 1, 2025
Billing Commencement Date:	October 1, 2025
Term and Initial Annual Rent: 5 years - \$27,091.66 subject to an annual 3% escalation	

This Lease Amendment (the "Amendment") is by and between the State of New Hampshire acting by and through its Department of Natural and Cultural Resources (the "State") having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 and the Massachusetts Institute of Technology, an educational corporation organized under the laws of the Commonwealth of Massachusetts, for the benefit of MIT Lincoln Laboratory, a federally funded research and development center, having its place of business at 244 Wood Street, Lexington, MA 02420-9108 (the "Lessee"). The State and the Lessee together shall be the "Parties".

Whereas, pursuant to the current Lease Agreement (hereinafter, as amended, called the "Lease"), for which the original five (5) year lease with three 5-year extensions was approved by Governor and Executive Council on January 13, 2016 as item #42, when the State agreed to lease certain areas within and upon Pack Monadnock Mountain, Miller State Park, Temple, New Hampshire 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 gave notice in writing to the State of its intent to exercise the first of three 5 year extensions which was approved by Governor and Executive Council on 23-Sep-2020 as item 57 and the Parties entered into a certain First Amendment to Lease; and

Whereas, the Lessee has given notice in writing to the State of its intent to extend the Lease for another 5-year period from 10/01/2025 through 09/30/2030 with one (1) additional 5-year extension option and the State is agreeable to providing such extension option, subject to the approval of Governor and Executive Council;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Lease as set forth herein, the State and Lessee hereby agree to amend the Lease as follows:

1. **SECTION II. ENTRY AND USE OF LEASED PREMISES** is hereby amended to read:

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 exterior work, or planned exterior 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. No notification shall be required for any interior

Lessee Initials: _____

Date: 6/13/2025

work or interior maintenance of the Shelter by Lessee.

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.

2. **SECTION V. RENT – OTHER CONSIDERATION** is hereby amended to read:

<u>Contract Year</u>	<u>Class – Account-RG</u>	<u>Class Account Title</u>	<u>Annual Rent Amount</u>
<u>2025</u>	<u>008-403073-44</u>	<u>Agy - Income Mt Top Tower Fund</u>	<u>\$27,091.66</u>
<u>2026</u>	<u>008-403073-44</u>	<u>Agy - Income Mt Top Tower Fund</u>	<u>\$27,904.41</u>
<u>2027</u>	<u>008-403073-44</u>	<u>Agy - Income Mt Top Tower Fund</u>	<u>\$28,741.54</u>
<u>2028</u>	<u>008-403073-44</u>	<u>Agy - Income Mt Top Tower Fund</u>	<u>\$29,603.79</u>
<u>2029</u>	<u>008-403073-44</u>	<u>Agy - Income Mt Top Tower Fund</u>	<u>\$30,491.90</u>

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

<u>Escalator Applied</u>	<u>0%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>
<u>Month</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>October</u>	<u>\$27,091.66</u>	<u>\$27,904.41</u>	<u>\$28,741.54</u>	<u>\$29,603.79</u>	<u>\$30,491.90</u>
<u>Total</u>	<u>\$27,091.66</u>	<u>\$27,904.41</u>	<u>\$28,741.54</u>	<u>\$29,603.79</u>	<u>\$30,491.90</u>

Lessee shall pay as consideration for the rights herein granted, an initial Twenty-Seven Thousand Ninety-One and 66/100 dollars (\$27,091.66) per year, subject to an annual 3% escalator. The first annual payment shall be due during the month of Oct-2025 and each year after during the month of October.

Lease payment shall be by check made payable to "Treasurer, State of New Hampshire" and delivered to "Business Office, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301".

3. **SECTION VI. TERM** is hereby amended to read:

The Lessee shall have and hold the Leased Premises for a term of five (5) years, commencing on October 1, 2025 (the "Commencement Date"), and ending on September 30, 2030, unless sooner terminated in accordance with the provisions of this Lease.

The Lease may be extended for one (1) additional five (5) year term, provided the Lessee has: 1) Given notice in writing to the State of its intent to extend the Lease at least six (6) months prior to the expiration date; and 2) Signed a lease amendment for the new 5 year term subject to a continuation of the rent commensurate with the annual escalator specified in Section V. and Governor and Executive Council approval.

4. **SECTION XIX NOTICES** is hereby amended to read:

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, New Hampshire 03301
 Attn: Administrator, Communications 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:
 Massachusetts Institute of Technology
 Lincoln Laboratory
 244 Wood Street

Lessee Initials: 
 Date: 6/13/2025

Lexington, MA 02420-9108
Attn: Susan Newsham, Contracting Services

With a copy to:
MIT
Office of the General Counsel
77 Massachusetts Avenue
Building 7-206
Cambridge, Massachusetts 02139-4307

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.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

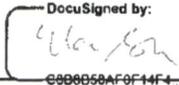
CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

FOR THE LESSEE:

MASSACHUSETTS INSTITUTE OF TECNOLOGY

DocuSigned by:

Glen Shor
Executive Vice President and Treasurer
Duly Authorized

06/13/2025
Date

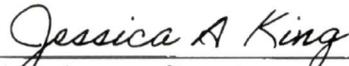
FOR THE STATE:

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES


Sarah L. Stewart
Commissioner

July 23, 2025
Date

Approved as to Form, Substance and Execution:


Asst. Attorney General

08/11/2025
Date

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2025


06/13/20

Lessee Initials: 
Date: 6/13/2025

EQUIPMENT INVENTORY

**Mt. Pack Monadnock
Site**

**MIT Lincoln Laboratory
Organization**

**Peter Dolan
Contact Phone # 781-981-3472**

**TOWER MOUNTED EQUIPMENT:
(Antenna Make, Model, Feed-line Type)
(Tower Make, Model and height)**

**LOCATION:
(Mounted Elevation and Bearing on
Structure)**

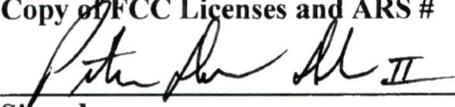
24" Dish Quinstar model QRC-26024 K-band	Mounted on east end of building az:130 deg, el: -0.5 deg
24" Dish Quinstar model 46524 Ka-band	Same as above
24" Dish HXI Renaissance Inc	Same as above
ETS Lingren 3164-08 Quad-Ridge Feed Horn (0.7-10 GHz)	Same as above

**HOUSED EQUIPMENT:
(Make, Model, Serial Number,
Tx/Rx Frequencies) Also List Back-up
Power (Batteries or UPS)**

**LOCATION – SHELTER:
(Rack or Cabinet Mounted)**

The systems described above are used with standard test equipment (oscilloscopes, spectrum analyzers, etc.) to receive signals from the Lincoln Laboratory Millstone Hill facility. This test equipment is used sparsely, and is often removed from the site for more secure storage.

Copy of FCC Licenses and ARS # N/A (receive only)


Signed: _____

6/10/2025
Date: _____

244 Wood Street, Lexington, MA 02420
Address

781-981-3472
Phone Number

**SUBMIT TO: Justin Bellen
Division of Forests and Lands
PO Box 1856
Concord, NH 03301-1856**



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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.nhdfi.org

August 31, 2020

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

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to amend an existing lease with the Massachusetts Institute of Technology, Lincoln Laboratory of the Commonwealth of Massachusetts (MIT) for communications infrastructure in designated areas at Pack Monadnock Mountain in Miller State Park, by exercising a lease renewal option from October 1, 2020 through September 3, 2025, with the option to extend the lease for two additional five year periods, effective upon Governor and Council approval. The original lease was approved by Governor and Council on 1/13/2016, Item # 42.
2. Further authorize DNCR to accept annual rental payment revenue. The annual rental payments include a 3% annual increase detailed in the terms of the Lease Amendment.

Revenue will be posted to 03-035-035-351010-86820000-403073 "Communication Sites Ops", as follows:

Contract Year	Class-Account	Class- Account Title	Annual Rent Amount
2021	008-403073	Agy Income - Mt Top Tower Fund	\$23,369.51
2022	008-403073	Agy Income - Mt Top Tower Fund	\$24,070.60
2023	008-403073	Agy Income - Mt Top Tower Fund	\$24,792.72
2024	008-403073	Agy Income - Mt Top Tower Fund	\$25,536.50
2025	008-403073	Agy Income - Mt Top Tower Fund	\$26,302.60
		Total:	\$124,071.93

EXPLANATION

MIT is a Department of Defense Research and Development Laboratory, that conducts research and development aimed at solutions to problems critical to national security. MIT has been a good tenant at Pack Monadnock Mountain for many years.

The Lease is subject to DNCR's "Policy on Use and Management of DNCR Communication Facilities" attached as Exhibit A and all installed communication equipment shall meet the guidelines set forth by DNCR's "Technical Requirements for the Use of Communication Sites" attached as Exhibit B.

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

Respectfully submitted,

William T. Guinn
Acting Director

Concurred,

Sarah L. Stewart
Commissioner

FIRST LEASE AMENDMENT

Massachusetts Institute of Technology for the Benefit of MIT Lincoln Laboratory
Pack Monadnock Mountain
MILLER STATE PARK
TEMPLE, NEW HAMPSHIRE

<u>CRITICAL DATES / TERM / RENT</u> (for State use only)	
DEFINITION	DATE
Term Effective Date:	October 1, 2020
Billing Commencement Date:	October 1, 2020
Term and Initial Annual Rent: 5 years - \$25,369.51 subject to an annual 3% escalation	

This Lease Amendment (the "Amendment") is by and between the State of New Hampshire acting by and through its Department of Natural and Cultural Resources (the "State") having a mailing address of 172 Pembroke Road, Concord, New Hampshire 03301 and the Massachusetts Institute of Technology, an educational corporation organized under the laws of the Commonwealth of Massachusetts, for the benefit of MIT Lincoln Laboratory, a federally funded research and development center, having its place of business at 244 Wood Street, Lexington, MA 02421-6426 (the "Lessee"). The State and the Lessee together shall be the "Parties".

Whereas, pursuant to the current Lease Agreement dated December 22, 2015 (hereinafter called the "Lease"), for which the original five (5) year lease with three 5-year extensions was approved by Governor and Executive Council on January 13, 2016 as item #42, when the State agreed to lease certain areas within and upon Pack Monadnock Mountain, Miller State Park, Temple, New Hampshire according to the terms and conditions specified in the Lease, and in consideration of payment by the Lessee of certain sums specified therein; and

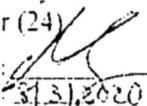
Whereas, the Lessee has given notice in writing to the State of its intent to extend the Lease for another 5-year period with two (2) additional 5-year extension options and the State is agreeable to providing such extension option, subject to the approval of Governor and Executive Council;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Lease as set forth herein, the State and Lessee hereby agree to amend the Lease as follows:

I. **SECTION II, ENTRY AND USE OF LEASED PREMISES** is hereby amended to read:

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 if appropriate identification is not provided.

The State shall be notified forty eight (48) hours before the start of significant exterior work, or planned exterior maintenance, at the Leased Premises, including, without limitation, repaving and cutting down hazard trees. Notification shall be made 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)

Lessee Initials: 
Date: 3/31/2020

hours. No notification shall be required for any interior work or interior maintenance of the shelter.

Access Notifications should be made via phone to:

Communications Technician
NH Division of Forests and Lands
172 Pembroke Road
Concord NH 03301
Office: 603-271-2214

2. **SECTION V. RENT – OTHER CONSIDERATION** is hereby amended to read:

Lessee shall pay as consideration for the rights herein granted, an initial Twenty Three Thousand Three Hundred Sixty Nine dollars and Fifty One cents (\$23,369.51) per year, subject to an annual 3% escalator. The first annual payment shall be due on the Billing Commencement Date set forth on the first page of this document.

Lease payment shall be by check made payable to "Treasurer, State of New Hampshire" and delivered to "Business Office, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301" on the Billing Commencement date for this Lease, and Annually thereafter, throughout the term of this Lease.

3. **SECTION VI. TERM** is hereby amended to read:

The Lessee shall have and hold the Leased Premises for a term of five (5) years, commencing on October 1, 2020 (the "Commencement Date"), and ending on September 30, 2025, unless sooner terminated in accordance with the provisions of this Lease.

The Lease may be extended for two (2) additional five (5) year terms, provided the Lessee has:
1) Given notice in writing to the State of its intent to extend the Lease at least six (6) months prior to the expiration date; and 2) Signed a lease amendment for the new 5 year term subject to a continuation of the rent commensurate with the annual escalator specified in Section V, and Governor and Executive Council approval.

4. **SECTION XII. COMMUNICATION SITE POLICY – TECHNICAL REQUIREMENTS** is hereby amended to read:

The Lease is granted subject to the State of New Hampshire Department of Natural and Cultural Resources "Policy on Use and Management of DPCR Communication Facilities" adopted November 7, 1989, and last revised in July 2017, a copy of which is attached herewith, made a part hereof, and is marked Exhibit "A".

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 "B".

5. **SECTION XIX. NOTICES** is hereby amended to read:

Lessee Initials:

Date: 9/3/2020

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, New Hampshire 03301
Attn: Administrator, 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:
Massachusetts Institute of Technology
Lincoln Laboratory
244 Wood Street
Lexington, MA 02421-6426
David M. Pronchick, Assistant Dept. Head, Contracting Services (or designee)

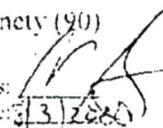
With a copy to:
MIT
Office of the General Counsel
77 Massachusetts Avenue
Building 7-206
Cambridge, Massachusetts 02139

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.

6. SECTION XXV. DEFAULT – THE LESSEE'S RIGHT TO CURE – TERMINATION – RESTORATION is hereby amended to read:

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.

Lessee Initials: 

Date: 3/3/2020

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 (or ninety (90) days if there are extenuating circumstances, such as, weather conditions, and the Lessee obtains permission from the Director of Forests and Lands) 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.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

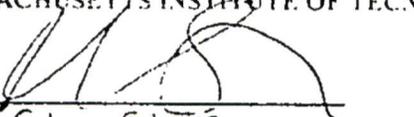
CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

FOR THE LESSEE:

MASSACHUSETTS INSTITUTE OF TECHNOLOGY


Name: Glen Shor
Title: Vice President for Finance
Duly Authorized

Date: 8/3/2020

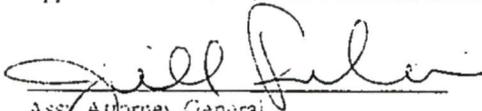
FOR THE STATE:

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES


Sarah L. Stewart
Commissioner

Date: 9/3/2020

Approved as to Form, Substance and Execution:


Assy. Attorney General

Date: 9/4/2020

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2020

Lessee Initials: 
Date: 8/3/2020



DEC 20 5 10 PM '15
48 mac

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

603-271-2214
FAX: 603-271-6488
www.nhdf.org

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

December 14, 2015

REQUESTED ACTION

- 1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Forests and Lands (DRED) to enter a **RETROACTIVE** Lease Agreement (Lease) with Massachusetts Institute of Technology, Lincoln Laboratory of the Commonwealth of Massachusetts (MIT) for building, equipment and antenna space in a designated area at Pack Monadnock Mountain located within Miller State Park. This renewed Lease is for an initial 5-year period effective October 1, 2015 through September 30, 2020, with the option to renew for three (3) additional 5-year periods subject to Governor and Executive Council approval.

- 2) Further authorize DRED to accept annual rental payments of \$20,158.74 for 2015, \$20,763.50 for 2016, \$21,386.41 for 2017, \$22,028.00 for 2018, and \$22,688.84 for 2019 amounting to \$107,025.49 in revenue over the 5 year period of the lease. The rental fees are based on a 3% yearly increase detailed in the terms of the Lease. The rental payments will be deposited into accounting unit #03-35-35-351010-86820000 "Tower Fund".

EXPLANATION

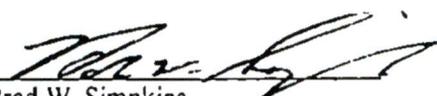
MIT is a Department of Defense Research and Development Laboratory, that conducts research and development aimed at solutions to problems critical to national security. MIT had a 1995 lease that expired at the end of September 2015. Lease negotiations began in March, 2015. The delay in processing the Lease was primarily due to MIT review and desire to wait for Federal funding to be approved. For this reason, we respectfully request retroactive approval of this item.

The Leases are subject to the "State of New Hampshire, Department of Resources and Economic Development Policy on Use and Management of Mountaintops for Communications Facilities". They also require the communications equipment to meet the guidelines set forth by the "State of New Hampshire, Department of Resources and Economic Development Technical Requirements for the Use of Communication Sites."

The lease has been approved by the Office of the Attorney General as to form, substance and execution.

Respectfully submitted,

Concurred,


Brad W. Simpkins
Director




Jeffrey J. Rose
Commissioner