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

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May 6, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable 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 (Department) to renew Camp Lot License Agreements for 9 camp lots at Umbagog State Park for a 5-year term at the rents shown on the attached Umbagog State Park Licensee/5-Year Annual Rent Schedule, effective upon Governor and Council approval for the period August 1, 2024 through July 31, 2029.

2. Further authorize the Department to accept annual rent payments over the 5-year term in the amounts shown on the attached "Umbagog State Park Licensee/5-Year Annual Rent Schedule" which total $21,057 per year and will be deposited into accounting unit 03-35-35-351010-35050000-403596 "Forest Management and Protection Fund."

EXPLANATION

Umbabog State Park, located in Errol, provides licensed sites for 9 privately-owned camps. These camps existed on the land at the time of State acquisition in 1992, and have continued under a "Camp Lot License Program." The 5-year term of all current licensed camp lots expires on July 31, 2024, and the Department wishes to renew them for another 5-year term.

Pursuant to Section 4, Rents/Taxes, the annual rents shall be adjusted at every 5-year renewal interval by the accumulated change in the consumer price index (Northeast Housing) over the last 5-years. According to the Northeast Housing Index, all license fees will be subject to a one-time increase of 21.4% to reflect the accumulated change. Real estate taxes on the camps, if any, shall be paid by the Licensee.

The Attorney General's Office has reviewed the attached sample Camp Lot License Agreement (Agreement) as to form and substance, and will review and approve each Agreement upon final execution. Copies of the fully executed Agreements will be kept on file at the Department.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

Umbagog State Park Licensee/5-Year Annual Rent Schedule		
Camp Lot #	**Camp Type**	**Annual Rent**
U-BC-04	Primary	$3,179
U-BC-05	Primary	$1,817
U-BC-06	Primary	$1,817
U-BC-07	Primary	$2,256
U-BC-08	Primary	$3,179
U-BC-09	Primary	$1,817
U-BC-10	Primary	$2,128
U-JR-02	Primary	$2,432
U-JR-03	Primary	$2,432
	Grand Total	**$21,057**

UMBAGOG STATE PARK

CAMP LOT LICENSE AGREEMENT

August 2024 to July 2029

This "Camp Lot License Agreement" (the License), effective as of August 1, 2024, is made and entered into between the State of New Hampshire acting through its Department of Natural and Cultural Resources, having a mailing address of 172 Pembroke Rd, Concord, New Hampshire, 03301 (the "State"), and **[enter Licensee/Owner Name]** with an address of _____ ("Licensee") and **[enter Co-Licensee/Co-Owner Name, if there is one]** with an address of _____ (Co-Licensee)

WITNESSETH

Whereas, the State is owner of Umbagog State Park (the "Premises"), located in the Town of Errol, County of Coos, and State of New Hampshire; and

Whereas, lands acquired from James River Timber Corporation and Oxford Paper Company (Boise Cascade Corporation) in 1992 were added to Umbagog State Park and contained within their bounds ten (10) existing lease lots (each individually referred to as "Licensed Site") on which are located privately owned camps; and

Whereas, it is recognized that these camps have historically been an intrinsic part of the Premises, landscape and culture of the North Country, and contribute to the local economy; and

Whereas, on December 16, 2010, George M. Bald, Commissioner of the Department of Resources and Economic Development, revised the License as follows:

- Eliminated the overall license termination date of June 30, 2044;
- The camp may be sold at any time to members within the "immediate family," but not owned by more than two (2) individuals at any one time. Immediate Family, for the purposes of this license shall mean father, mother, step-parent, child, step-child, sibling, spouse, grandparent, or grandchild;
- For any sale outside the immediate family, the State of New Hampshire shall have the "right of first refusal";
- For any sale outside the immediate family, the US Fish and Wildlife Service ("USFWS") shall have the "right of second refusal" in the event that the State of New Hampshire does not exercise its right of first refusal;
- No "Association" camps shall be allowed; and
- License terms and renewals shall continue to be five (5) year increments, subject to the approval of the Attorney General and the Governor and Executive Council.

Whereas, the Licensee is the owner/Licensee of a camp that was in existence on the Premises on July 29, 1992, the date of the State's acquisition;

Now therefore, in consideration of: safeguarding the natural resources of the Premises, maintaining a natural and remote character, forest setting, assuring safety of the general public and the Licensee, preventing urbanization of the Licensed Sites, and the annual rental hereinafter specified, the State hereby licenses the Licensee to use Camp Lot ID #: _____, subject to the following terms and conditions:

1. ENTRY AND USE OF LICENSED SITE

Licensee shall be permitted to enter, occupy and use the Licensed Site for a private camp for personal recreational use and related purposes acceptable to the State. (Personal Recreation Use is defined as non-commercial use by the Licensee, members of his immediate family, and guests). Licensee shall not be permitted to use the Licensed Site for any other purpose except by prior written permission of the State. The Licensed Site shall not be used as a legal or year-round residence.

Licensee may cross State land by vehicle on the existing road(s), if any, to access the Licensed Site. The State may close the road during periods of soft ground conditions as required to protect the road from damage. The State reserves the right, but not the obligation to maintain or improve the road.

2. TERM

The License shall be effective as of August 1, 2024, subject to approval by the Governor and Executive Council, and shall run for a period of five (5) years, through July 31, 2029, unless sooner cancelled or revoked as provided herein.

3. RENEWAL/OVERALL TERM/SURRENDER OF PREMISES

The License may be renewed for additional 5-year terms, by agreement of the parties and subject to approval by Governor and Council.

4. RENTS/TAXES

The Licensee shall pay an annual rent ("Rent") of $_____for the use of the Licensed Site. **Beginning August 1, 2024, the ensuing 5-year renewal annual fee payments will remain the same after being adjusted at year one according to the change in the Consumer Price Index over the past 5-year License period.** The Rent shall be due and payable by September 1, annually by check made payable to Treasurer, State of New Hampshire and delivered to the Department of Natural and Cultural Resources, 172 Pembroke Rd, Concord, New Hampshire 03301. Rent payments and "invoice notice and contact information update" not received by September 30 shall be considered overdue, subject to a $25.00 late-payment charge, and such late payment is just cause for termination of the License in accordance with Section 5C.

5. TRANSFER/CANCELLATION (TERMINATION)

The Licensee shall not transfer, assign or otherwise encumber the License, or any rights arising hereunder, without the prior written consent of the State. This License and camps allowed by this License shall not be transferred to and subsequently owned by more than two individuals at any one time. Association camps and trusts are not allowed. Subleasing of the Licensed Site is not allowed.

Requests to transfer the License shall be submitted in writing by completing, signing, and notarizing the appropriate form as detailed below and mailed to: Department of Natural and Cultural Resources, Division of Forests and Lands, 172 Pembroke Rd., Concord, NH 03301. In approving any assignments or transfers hereunder, the State shall require the Licensee to pay the State an administrative processing fee of $50.00.

A. Immediate Family Transfer: An immediate family transfer requires submission of a completed "Camp License Transfer Request Form – Immediate Family" (Addendum A, attached) and a copy of the new Licensee's insurance policy, if insurance in conformance with Section 19 below is not being provided by

another existing Licensee. Following receipt of the request, a new License with updated Licensee information will be issued by the State for execution.

B. Right of First Refusal/Right of Second Refusal: The State shall have "first refusal option" to purchase any camp at the time of sale at fair market value of the structures and improvements, not transferred to immediate family. The US Fish and Wildlife Service shall have the "right of second refusal" in the event that the State of New Hampshire does not exercise its right of first refusal. "Immediate family," for the purposes of this License, shall mean father, mother, step-parent, child, step-child, sibling, spouse, grandparent, or grandchild.

In the event the Licensee desires to sell or convey the camp to someone other than an immediate family member, the Licensee shall notify the State in writing by completing, signing, and notarizing the "Intent to Sell/Transfer Outside of Immediate Family" form (see Addendum B, attached) and mailing to the address given above. Thereupon, the State shall have six (6) months to either notify in writing the Licensee of the State's decision to purchase or shall provide the Licensee a "Release of Right of First Refusal."

In the event the State chooses not to purchase the camp, the USFWS shall have six (6) months to either notify in writing the State and the Licensee of USFWS' decision to purchase or shall provide the Licensee a "Release of Right of Second Refusal".

C. Termination: If the Licensee shall fail to pay the Rent as provided herein, or shall fail to pay all taxes, charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of the License or any subsequent reasonable changes in or additions to the License, the State need not make demand of the actual Rent due and shall have the right at its option at any time thereafter to terminate the License, re-enter and take possession of the Licensed Site after giving thirty (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the State, the Licensee shall cure any default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies, which the State may have at law. No waiver by the State of any default shall operate as a waiver of any other default or of the same default on a future occasion. In the event of a termination for cause, the State shall not be liable to refund to the Licensee any payments made by the Licensee.

Upon notice of expiration, cancellation or lapse of the License, the Licensee shall, within sixty (60) days of bare-ground, open-road access, remove all personal property, recreational camp or structures from the Licensed Site. Failure to do so within the sixty (60)-day period, shall and does give the State the right, permission or consent to dispose of said property, recreational camp and auxiliary structures or anything whatsoever remaining in any manner that the State or its agents may see fit, without limitation or liability of any kind on the part of the State. Also, use of Licensed site for the purpose of camping, vacationing or similar use may be denied during this sixty (60)-day period.

6. COMMERCIAL USE/SUBLET

The Licensee shall not sublet the Licensed Site or use the Licensed Site for any commercial purpose. Commercial purpose shall mean any activity which brings revenue or any form of compensation to the Licensee.

7. STRUCTURES, ALTERATIONS, and OTHER CONDITIONS

The Licensee shall comply with each and every condition set forth below. Where the conditions here differ from the requirements of a governmental jurisdiction, the more restrictive shall apply. The Licensee shall not construct or establish any building or perform other improvements to the Licensed Site without the prior

written consent of the State. The Licensee has sole responsibility to obtain all necessary permits at its own cost and expense from any governmental authority to place, construct, or maintain any buildings or other improvements on the Licensed Site.

The State shall, at any time and in its sole discretion, have the right to make reasonable changes in or additions to these conditions, and any such changes or additions shall, upon written notice to the Licensee, become part of the agreement.

A. Improvements: Any new building, accessory structure, renovation, reconstruction, expansion of an existing improvement, or other improvement constructed or placed upon the Licensed Site shall conform to all applicable laws and regulations and be subject to the approval process described in Paragraph 7B and 7C.

Minor maintenance involving repairs in-kind resulting in no effects to the natural resources and no changes in the dimensions, footprint, or profile of the structure shall not require approval from the State.

B. Improvement Approval: The Licensee shall obtain written approval from the State prior to any construction, reconstruction, or placement of permanent buildings or other improvements of any kind on the Licensed Site. The State shall not give such consent until the Licensee has supplied detailed improvement plans including the following:

a. A statement of intended use;
b. Dimensioned sketches showing plan views documenting existing footprint and profile views of all existing structures on the Licensed Site;
c. Dimensioned sketches showing plan and profile views of the proposed improvements;
d. A dimensioned sketch showing proposed improvement location and setback distances with respect to any shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area;
existing improvements, and any proposed improvements located within 50 feet of another licensed site; and
e. Other information requested by the State reasonably needed to enforce the terms of the License.

At the time of request, the State reserves the right to require the Licensee to make upgrades to the camp, including installing State approved sanitary waste and gray water systems in order to bring the Licensed Site into full compliance with the License.

The State may impose reasonable conditions on its approval of the proposed project in order to meet the criteria in this License.

Once the State approval has been granted, any local, County, State or Federal required permits must be obtained, and a copy forwarded to the State for record keeping.

Failure to undertake the proposed activities in accordance with the approvals under this paragraph and all applicable laws and regulations shall constitute a default under the License.

C. Development Criteria: The State may approve the proposed improvement provided that it meets the above standards and otherwise meets, in the State's sole judgment, these development criteria:

a. Compatible with the natural surroundings;

b. Unobtrusive on the landscape;

c. Unless grandfathered, the footprint shall not exceed 1,000 square feet in area as measured from the

drip-edge, one and one half (1&1/2) stories (inclusive of an attic or loft) with a single pitch to center ridge roof, and 25 feet in height (excluding chimneys and stove pipes). If existing improvements exceed such dimensions, there shall be no further expansion or new improvement resulting in an increase in size. "Footprint" for the purposes of this License shall mean the aggregate footprint measured from the drip edge of the impervious surfaces, including sheds, decks, steps, stairs, docks, boathouses and other structures.

For the purposes of this section, a one and one half story (1&1/2) structure is a structure with an area above the first floor level designed to be used as additional living space (such as a finished attic or loft) that has either no exterior knee walls or exterior knee walls measuring no more than two feet in height on the outside plane of the structure. Also for the purposes of this section, the 25 feet maximum height shall only be considered in circumstances where excessively steep or rocky terrain requires a 25' foot maximum height on one side of the structure as measured from the ground surface to accommodate building piers;

d. Have low impact on the environment;

e. Maintain a rustic appearance by using natural materials such as wood and stone and be in keeping with the natural setting. The exterior of all structures shall be sided (covered) with a material that is aesthetically appropriate to, and will blend with, the forest setting. Structures shall not be permanently faced with tar or roofing paper and new metal buildings and vinyl siding, or the like, shall not be allowed;

f. Shall be semi-permanent in nature, i.e. without a dug foundation, except that excavation for stones, blocks, Sonotubes, posts, or outhouses and general leveling using natural and processed gravel products may be allowed. Concrete foundations and slabs shall not be allowed;

g. All new construction shall be of substantial solid construction; and

h. Only the primary camp structure may be designed to be used as sleeping quarters.

8. BOATS, DOCKS, WHARVES AND MOORINGS

Licensee shall not construct or place any docks, wharves, or moorings on or in Lake Umbagog. Docks in existence upon the date of State acquisition of the Licensed Site may remain in place in their present location and configuration. Repairs to or replacement of existing docks shall require written approval of the State and permits from the New Hampshire Department of Environmental Services.

Boats are permitted but they shall be either secured to existing docks or to the shore or removed from the water body after each use. All boats shall be removed from the water body at the end of the boating season (before freeze-up).

9. ADDITIONAL OVERNIGHT ACCOMMODATIONS

Mobile homes shall not be used on the Licensed Site. Except for existing structures, no permanent overnight sleeping accommodations are allowed. With written permission of the State, one temporary overnight sleeping facility (tent, pop-up tent camper, truck camper, camping trailer, motor home, etc.) may be allowed for short term use on the Licensed Site when the Licensee is present (no more than two weeks) or temporarily by the Licensee during recreation residence construction.

10. FIRE - CASUALTY

If all, or a portion of, the structure(s) located on the Licensed Site are destroyed or damaged by fire, or other casualty, they may be repaired or rebuilt by the Licensee in the same location and with the same footprint and height as the former structure. Licensee shall have two (2) years from the date the structure(s) are damaged or destroyed to complete exterior finish and make the structure safe and habitable. No structure(s) shall be rebuilt until the State has reviewed and approved construction plans provided by the Licensee in conformance with Section 7. Such approval shall not be unreasonably withheld.

11. FOREST FIRE AND FIRE PERMITS

The Licensee shall take all reasonable precautions to prevent and suppress forest fires. Outdoor fires shall require a proper permit from the local fire warden or other state-approved personnel. Outdoor fireplaces shall be approved by the local Forest Fire Warden.

12. FIREWOOD/BRUSH CUTTING

No wood or timber standing on the Licensed Site shall be cut or used without approval from the State. The Licensee may cut such brush and limbs necessary to maintain existing openings and to prevent damage to structures on the Licensed Site. No firewood may be brought to Licensed Site from out-of-State sources. Per the State of New Hampshire, Firewood Exterior Quarantine, Amendment #3 issued August, 2018, firewood from out-of-State is prohibited due to the risk of spreading exotic forest insects and diseases. In addition, State of New Hampshire Best Management Practices specific to moving Ash firewood shall be followed. The Best Management Practices are attached as Addendum C.

The Licensee may collect and pick up dead and down trees throughout Umbagog State Park to be utilized as firewood at the License site. Trees have to be both dead and down on the ground, no felling of trees is allowed. No ATV's or other motorized vehicles may be used to gather wood off designated roads and trails. No firewood may be taken off of the property to be used at a different location. Each camp may take no more than 2 cords per calendar year and must carry the Firewood Permit, which will be issued along with the License. The Firewood Permit is valid for the five-year term of the license as long as the annual rent is paid. The State may revoke the Firewood Permit if the terms of the Firewood Permit are not being adhered to.

13. POLLUTION PREVENTION

The Licensee shall take reasonable precautions to prevent pollution of, or deterioration of, lands or waters which may result from the exercise of the privileges extended by the License. Refuse, trash and waste generated by the permitted use shall be carried out and deposited in authorized solid waste facilities.

14. GOVERNMENT SERVICES

The License is for the occupancy of land for the purposes stated and does not guarantee road maintenance or provide for the furnishing of water, fire protection, or any other such service or protection by a government agency, utility, association, or individual.

15. COMPLIANCE WITH LAW

The Licensee, and all persons using the Licensed Site with the consent of the Licensee, shall comply with all

laws and regulations of the State of New Hampshire governing State forests and State parks and all federal, State, county and municipal laws, ordinances or regulations which are applicable to the area or operations covered by the License.

16. TAXES

The Licensee shall pay, in addition to any other payments provided hereunder, the full amount of real and personal property taxes levied against the Licensed Site as a consequence of 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.

All taxes assessed on the buildings and improvements, including water supplies and septic systems, shall be paid by the Licensee.

Failure of the Licensee to pay the duly assessed real and personal property taxes when due shall be cause to terminate the License by the State. The foregoing shall not deprive the Licensee of the right to contest or review all such taxes by legal proceedings or in such other manner as may be suitable.

17. DAMAGE TO STATE LAND

The Licensee shall exercise diligence in protecting from damage the land and property of the State covered by and used in connection with the License, and shall pay the State for any damage resulting from negligence or from the violation of the terms of the License or of any law or regulation applicable to the State land by the Licensee, or by any agents or employees of the Licensee acting within the scope of their agency or employment.

18. RISKS FROM NATURAL OCCURRENCES

Rising waters, forest fires, high winds, falling limbs or trees, and other hazards are natural phenomenon in the forest that present risks which the Licensee assumes. The Licensee has the responsibility of inspecting his lot, access road (if any) and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the State, of removing such hazards.

19. INDEMNIFICATION

The LICENSEE shall indemnify, hold harmless, defend and reimburse the State from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, related to injuries to or death of any person or damage to property arising out of any act or omission of the LICENSEE, its agents contractors, or invitees in their use of the Licensed Site or the Premises.

20. LIABILITY INSURANCE

During the term of the AGREEMENT, and any extension thereof, the LICENSEE, at the LICENSEE's sole cost and expense, shall maintain with respect to the LICENSED SITE, personal liability insurance through an admitted insurer as defined in RSA 405:24-a, I, in combined single limits of at least $300,000 and the LICENSEE shall provide the STATE with an RSA 412:6-b compliant certificate of insurance that identifies and designates the STATE as an additional insured with rights of notice of cancellation and nonrenewal. The certificate of insurance shall further confirm that the insurer is an admitted RSA 405:24-a, I, admitted insurer and include the Camp Lot ID # as shown on the license. The Camp Lot ID # shall also be shown on the policy.

The LICENSEE shall be provided 10 working days, or shall request within the 10 working days, for good cause shown, addition time to respond, to cure any deficiency in the above stated insurance requirements. If the LICENSEE is having difficulty curing a deficiency and is a resident of New Hampshire or has a New Hampshire issued policy, the LICENSEE may wish to contact the Consumer Services Division at the New Hampshire Insurance Department for assistance. The Consumer Services Division can be contacted toll-free at 1-800-852-3416 or by email at consumerservices@ins.nh.gov.

21. SOVEREIGN IMMUNITY

The License 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.

22. ENTIRE AGREEMENT

The License embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

23. 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.

24. INSPECTION AND COMPLIANCE

The State, its representatives or Agents, retain the right to enter and inspect the Licensed Site at reasonable times to ascertain whether the terms of the License are being complied with.

25. RESERVED RIGHTS/INTERFERENCE

The State reserves the right to use Umbagog State Park for public recreation and natural resource management purposes. The Licensee shall not interfere with the exercise of these rights by the State or the public.

26. NOTICES

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

27. UNDERSTANDING; WAIVER

To affix signature to the License constitutes complete and full understanding of same, its terms and restrictive covenants. The Licensee will not contest same by court or legal action, and waives all rights whatsoever to interfere with or delay the terms from being executed fully and completely.

28. NO WARRANTIES

The STATE hereby makes no express or implied warranties to the LICENSEE as to the STATE's right, title or interest in the LICENSED SITE and the PREMISES, or as to the adaptability or suitability of the LICENSED SITE or the PREMISES for the uses set forth herein.

29. ENTIRE AGREEMENT

The AGREEMENT supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to the AGREEMENT shall be in writing and duly executed by the parties hereto.

30. MISCELLANEOUS

All of the above respective covenants, obligations, representations, warranties and indemnities of the parties hereto shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto and shall continue in full force and effect for the duration of the AGREEMENT and, where applicable, shall survive the termination of the AGREEMENT.

31. NON-WAIVER OF RIGHTS

The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of the AGREEMENT, or to take advantage of any right hereunder, shall not be construed as a waiver of any such provision nor the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

32. UNDERSTANDING; WAIVER:

Execution of this AGREEMENT constitutes complete and full understanding of the AGREEMENT, its terms and restrictive covenants.

33. CHOICE OF LAW AND FORUM:

This AGREEMENT is to be construed according to the laws of the State of New Hampshire. Any actions arising out of this AGREEMENT, including the breach or alleged breach thereof, must be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written

STATE OF NEW HAMPSHIRE
DEPT. OF NATURAL AND CULTURAL RESOURCES

BY: _____
Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

BY: _____
Patrick D. Hackley, Director
Division of Forests and Lands

LICENSEE(S)

Rent payments and "invoice notice and contact information update" not received by September 30 shall be considered overdue, subject to a $25.00 late-payment charge, and such late payment is just cause for termination of the License.

_____ _____
Licensee Witness

_____ _____
Co-Licensee Witness

APPROVAL BY THE NEW HAMPSHIRE ATTORNEY GENERAL (Form, Substance and Execution):

By: _____

Title: _____ **Date:** _____

Approved by Governor and Council on _____, as Item #_____.