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 Recreational Residence & Site License Agreements for 91 camp lots at Nash Stream Forest for a 5-year term at the rents shown on the attached Nash Stream Licensee/5-Year Annual Rent Schedule, effective upon Governor and Council approval for the period July 1, 2024 through June 30, 2029.

2. Further authorize the Department to accept annual rent payments over the 5-year term in the amounts shown on the attached "Nash Stream Licensee/5-Year Annual Rent Schedule" which total $114,525 per year and will be deposited into accounting unit 03-35-35-351010-35050000-403596 "Forest Management and Protection Fund."

EXPLANATION

Nash Stream Forest, located in Stark, Odell, Stratford and Columbia, provides licensed sites for 91 privately-owned camps. These camps existed on the land at the time of State acquisition in 1988 and have continued under a "Camp Lot License Program" first approved by Governor and Executive Council on August 18, 1999. The 5-year term of all current licensed camp lots expires on June 30, 2024, and the Department wishes to renew them for another 5 year term.

The "Nash Stream Management Plan – 2017" requires the annual rents to be adjusted at every 5-year renewal interval by the accumulated change in the consumer price index (Northeast Housing) over the last 5-years. Therefore, based on this calculation 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 Recreational Residence and Site 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

Nash Stream Licensee\5-Year Annual Rent Schedule		
Camp Lot #	Camp Type	Annual Rent
LBP-O #001	Shorefront w/vehicular	$1,446
LBP-O #002	W/O vehicular	$1,340
LBP-O #003	W/O vehicular	$1,340
LBP-O #004	W/O vehicular	$1,340
LBP-O #005	Shorefront w/vehicular	$1,446
LBP-O #006	W/O vehicular	$1,340
ML-O #004	Basic Camp	$1,227
ML-O #008	Basic Camp	$1,227
ML-O #014	Basic Camp	$1,227
ML-S #002	Basic Camp	$1,227
ML-S #003	Basic Camp	$1,227
ML-S #005	Basic Camp	$1,227
ML-S #006	Basic Camp	$1,227
ML-S #007	Basic Camp	$1,227
ML-S #009	Basic Camp	$1,227
ML-S #010	Basic Camp	$1,227
ML-S #011	Basic Camp	$1,227
ML-S #012	Basic Camp	$1,227
ML-S #013	Basic Camp	$1,227
ML-S #015	Basic Camp	$1,227
ML-S #016	Basic Camp	$1,227
ML-S #017	Basic Camp	$1,227
NSB-O #014	Basic Camp	$1,227
NSB-O #016	Basic Camp	$1,227
NSB-O #018	Basic Camp	$1,227
NSB-O #019	Basic Camp	$1,227
NSB-O #022	Basic Camp	$1,227
NSB-O #023	Basic Camp	$1,227
NSB-O #024	Basic Camp	$1,227
NSB-O #025	Basic Camp	$1,227
NSB-O #026	Basic Camp	$1,227
NSB-O #027	Basic Camp	$1,227
NSB-O #028	Basic Camp	$1,227
NSB-O #030	Basic Camp	$1,227
NSB-O #031	Basic Camp	$1,227
NSB-O #033	Basic Camp	$1,227
NSB-O #034	Basic Camp	$1,227
NSB-O #035	Basic Camp	$1,227
NSB-O #036	Basic Camp	$1,227
NSB-O #037	Basic Camp	$1,227
NSB-O #039	Basic Camp	$1,227
NSB-O #047	Basic Camp	$1,227

NSB-O #049	Basic Camp	$1,227
NSB-O #050	Basic Camp	$1,227
NSB-O #054	Basic Camp	$1,227
NSB-O #056	Basic Camp	$1,227
NSB-O #058	Basic Camp	$1,227
NSB-O #059	Basic Camp	$1,227
NSB-O #060	Basic Camp	$1,227
NSB-O #061	Basic Camp	$1,227
NSB-O #062	Basic Camp	$1,227
NSB-O #063	Basic Camp	$1,227
NSB-O #064	Basic Camp	$1,227
NSB-O #065	Basic Camp	$1,227
NSB-O #066	Basic Camp	$1,227
NSB-O #066.5	Basic Camp	$1,227
NSB-O #068	Basic Camp	$1,227
NSB-O #080	Basic Camp	$1,227
NSB-O #081	Basic Camp	$1,227
NSB-O #082	Basic Camp	$1,227
NSB-O #083	Basic Camp	$1,227
NSB-O #084	Basic Camp	$1,227
NSB-O #085	Basic Camp	$1,227
NSB-O #086	Basic Camp	$1,227
NSB-O #087	Basic Camp	$1,227
NSB-O #088	Basic Camp	$1,227
NSB-O #090	Basic Camp	$1,227
NSB-O #096	Basic Camp	$1,227
NSB-O #100	Basic Camp	$1,227
NSB-O #101	Basic Camp	$1,227
NSB-O #103	Basic Camp	$1,227
NSB-O #104	Basic Camp	$1,227
NSB-O #106	Basic Camp	$1,227
NSB-S #001	Basic Camp	$1,227
NSB-S #002	Basic Camp	$1,227
NSB-S #003	Basic Camp	$1,227
NSB-S #005	Basic Camp	$1,227
NSB-S #006	Basic Camp	$1,227
NSB-S #008	Basic Camp	$1,227
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NSB-S #012	Basic Camp	$1,227
TP-O #001	Shorefront w/vehicular	$1,446
TP-O #002	Shorefront w/vehicular	$1,446
TP-O #003	Shorefront w/vehicular	$1,446
TP-O #004	Shorefront w/vehicular	$1,446
TP-O #005	Shorefront w/vehicular	$1,446
TP-O #006	Shorefront w/vehicular	$1,446
TP-O #007	W/O vehicular - Shorefront	$1,340
TP-O #008	Shorefront w/vehicular	$1,446

TP-O #009	W/O vehicular - Shorefront	$1,340
WP-O #001	Shorefront w/vehicular	$1,446
	Grand Total	**$114,525**

Camp Lot ID #: -_____INSERT

INSERT Name of Licensee/Owner
Mailing Address
Telephone Number

INSERT Name of Co-Licensee/Co-Owner (if there is one)
Mailing Address
Telephone Number

NASH STREAM FOREST
RECREATIONAL RESIDENCE AND SITE LICENSE AGREEMENT

The State of New Hampshire acting through its Department of Natural and Cultural Resources, Division of Forests and Lands, having a mailing address of 172 Pembroke Road, Concord, New Hampshire, 03301 ("STATE"), and _____, ("LICENSEE") with an address of _____, and _____ ("CO-LICENSEE") with an address of _____ enter and execute this Recreational Residence and Site License Agreement ("AGREEMENT") effective as of July 1, 2024.

WITNESSETH

Whereas, the STATE is owner of the Nash Stream Forest ("PREMISES"), located in the Towns of Stratford, Stark, Odell and Columbia, County of Coos and State of New Hampshire; and

Whereas, the PREMISES contains within its bounds 91 lease lots on which are located privately owned and/or occupied 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, a Conservation Easement Deed granted by the State of New Hampshire to the United States of America on the PREMISES prohibits residential uses including vacation homes, cabins and camps, but allows existing camps to continue for forest-related recreation, subject to specific conditions set by the STATE; and

Whereas, the STATE manages the PREMISES, and the camps thereon, under a past and current written plan known as the "Nash Stream Management Plan" (the "PLAN"); and

Whereas, on June 6, 2002 as part of a plan update and revision, Commissioner George M. Bald, Commissioner of the former Department of Resources and Economic Development revised the Nash Stream Management Plan as follows:

- eliminated the transfer (sale, gift, etc.) restriction date of June 30, 2004;
- eliminated the overall license termination date of June 30, 2039;
- specified that transfers of individual or family camps shall not be limited and shall not be transferred to or owned by more than two individuals at any one time;
- required that the STATE have first right of refusal; and

Whereas, the PLAN dated 2002 stated that the STATE shall have "first refusal option" to purchase any camp not transferred to an immediate family member and placed on the open market from willing sellers at the fair market value of structures and improvements; and

Whereas the PLAN dated 2002 further stated that to be consistent with STATE policy, elimination of the transfer restriction date of June 30, 2004, and elimination of the overall termination date of June 30, 2039, is contingent upon the STATE having "first refusal rights"; and

Whereas the PLAN was revised on December 17, 2017 and this revision made no changes regarding management of recreational camps relative to transfers or the STATE's right of first refusal; and

Whereas, the LICENSEE is the owner/lessee of a camp ("RECREATIONAL RESIDENCE") that was in existence on the PREMISES on October 27, 1988, the date of the STATE'S acquisition.

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 RENT hereinafter specified, the STATE hereby licenses the LICENSEE to use Camp Lot ID #: _____, ("LICENSED SITE") for the purpose of a private RECREATIONAL RESIDENCE for personal forest-related recreation residence use subject to the following terms and conditions:

1. DEFINITIONS: As used herein the following terms shall have the following meanings:

a. The "LICENSEE" shall be the owner of record and will not be more than two (2) signatories to the AGREEMENT. Trusts and other associations are not allowed. LICENSEES may change subject to Section 9.

b. The "LICENSEE" shall include the LICENSEE, CO-LICENSEE, their agents, employees, invitees, guests, family, contractors of others making or claiming entitlement to use the LICENSED SITE pursuant to this AGREEMENT.

c. The "STATE" shall include the Commissioner of the Department of Natural and Cultural Resources, the Director of the Division of Forests and Lands, their employees of each, and their contractors and agents.

d. The "LICENSED SITE" shall mean the immediate area ("CURTILAGE") of land upon which is located the RECREATIONAL RESIDENCE, all associated auxiliary buildings and other improvements, including driveways and parking areas. The LICENSED SITE shall have no monumented or mathematically described boundary.

e. "Adjoining Land" includes all of the PREMISES, including all access roads and trails.

f. "Commercial Use" shall mean any activity which brings revenue or any form of compensation to the LICENSEE.

g. "Personal Recreation Residence Use" shall mean the use of the LICENSED SITE only for intermittent personal recreation use of a non-commercial nature by the LICENSEE, members of the LICENSEE'S immediate family and guests. Year-round occupancy of the LICENSED SITE shall not be allowed.

h. "Trees" shall mean any vegetation having a diameter at breast height of two (2) inches, or greater.

i. "Legal, Year-Round Residence" shall mean the place of one's true, fixed, and permanent domicile and principal establishment for the privilege of voting and other legal rights.

j. "Dug foundation" shall mean any foundation improvement requiring the excavation of earthen materials below original grade

k. "Grandfathered" shall mean in existence at the time the PREMISES was acquired by the STATE.

l. "Immediate family" shall mean father, mother, step-parent, child, step-child, sibling, spouse, grandparent, or grandchild.

m. "footprint" shall mean the aggregate footprint measured from the drip edge of the impervious surfaces, including sheds, decks, steps/stairs, docks, boat houses and other structures.

2. TERM / RENEWAL: The term of the AGREEMENT is through June 30, 2029, unless sooner cancelled or revoked as provided herein. **Forty-five days prior to** the expiration of said term, if the LICENSEE is not then in default, the STATE shall deliver a new AGREEMENT to the LICENSEE for a successive five (5)-year term, subject to approval by Governor and Council. The LICENSEE must execute and return the new AGREEMENT within thirty days from the date of the cover letter with the new agreement, or the AGREEMENT may terminate, and the STATE may proceed to take back the LICENSED SITE in accordance with Section 10.

3. RENTS/TAXES: The LICENSEE shall pay an annual RENT ("RENT") of $_____ for the use of the LICENSED SITE: **Camp Lot Id #_____** each year through the term of the license. **Beginning July 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 August 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 the "contact information update form" not received by August 31 shall be considered overdue, subject to a $25.00 late-payment charge, and such late payment is just cause for cancellation of the AGREEMENT.

The STATE reserves the right to change the RENT based on the policies set forth in the then current policies of the STATE as they are set forth in the Nash Stream Forest Management Plan, which may be amended from time to time by the STATE.

The STATE reserves the right to change the RENT at each subsequent renewal, and at any transaction of the AGREEMENT outside the immediate family, based on the then current policies of the STATE as they are set forth in the Nash Stream Forest Management Plan, which may be amended from time to time.

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 RECREATION RESIDENCE 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 AGREEMENT 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.

4. USE AND OCCUPATION OF LICENSED SITE: The LICENSEE shall be permitted to cross the PREMISES and to enter, occupy and use the LICENSED SITE for a RECREATION RESIDENCE for personal recreational use and related purposes acceptable to the STATE. The 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, commercial use of any kind, or as a temporary place of domicile for greater than four (4) consecutive weeks.

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 activities covered by this AGREEMENT.

5. ACCESS: The LICENSEE shall have the right to use legally registered highway vehicles on any open road traditionally used by vehicles on the PREMISES while traveling to and from the LICENSED SITE.

ATV's and/or UTV's are allowed only on designated trails as specified in the PLAN. At the time of this AGREEMENT, those designated trails included the Kelsey Notch Trail and the West Side Trail. ATV's and/or UTV's are prohibited on all other portions of the PREMISES. This LICENSE does not convey any additional right for the LICENSEE to use ATV/UTV anywhere else on the PREMISES.

The STATE reserves the right to close, lock, gate, or otherwise restrict access along, through, or over roads at any time during periods of saturated road conditions or high fire danger, when forest operations make traveling hazardous in the opinion of the STATE, or for other safety, health, or environmental purposes deemed necessary by the STATE.

The RENT received by the STATE is for the use of the LICENSED SITE only and is not to be construed as providing the LICENSEE with any greater rights of access over the PREMISES than is provided to the general public, or to create any greater obligation on the part of the STATE to provide access beyond that obligation to the general public. The RENT received from the LICENSEE is not considered as payment of a fee to use the roads accessing the LICENSED SITE.

The LICENSEE agrees that it travels over the roads and land of the STATE at the LICENSEE's own risk. 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, of any kind or nature whatsoever on account of injuries to or death of any person or damage to property arising out of the travel of the LICENSEE over the PREMISES.

6. 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 6B and 6C

Minor maintenance involving repairs in-kind resulting in no effects to the natural resources and no changes in the dimensions, footprint (see definition), or profile of the structure shall not require approval from the STATE. In addition, alterations to the interior of a structure do 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 (see definition) 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 AGREEMENT.

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 (see Section 6.F), in order to bring the LICENSED SITE into full compliance with the AGREEMENT.

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

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 AGREEMENT.

C. Development Criteria: The purpose of these development criteria is to ensure that any camp improvements are in keeping with DNCR's vision for camps at Nash Stream, which as stated in the PLAN are "primitive, unimproved structures to be used for temporary habitation on a recreational basis. Camps are not intended to be improved to the status of second homes or vacation homes. These buildings will not have basements, drilled wells, electrical service other than that provided by a small on-site generator...or provided from solar energy."

The STATE may approve the proposed improvement provided that it does not conflict with the Conservation Easement covering the PREMISES held by the United States of America, 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 (see definition "m" above) of all structures 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.

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 (see definition), except that excavation for stones, blocks, Sonotubes, posts, out houses, 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.

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

D. Tent Use: Tent platforms shall be considered as permanent structures, and shall be included in the square foot calculation of the footprint (see definition).

E. Use of Mobile Accommodations: Mobile homes shall not be used on the LICENSED SITE, unless determined by the STATE to be previously grandfathered. Other mobile accommodations (RV, travel trailer, truck camper, tent trailer) may only be used, with written permission from the STATE, for short term use by the LICENSEE's guests (no more than two weeks) or temporarily by the LICENSEE during RECREATION RESIDENCE construction.

F. Sanitary Waste and Gray Water Disposal: All sanitary waste and gray water disposal systems existing on or before July 1, 2004, shall be considered grandfathered for purposes of the terms of the AGREEMENT. This does not imply that they are in compliance with existing laws. The failure of any such system after January 1, 2004, shall be subject to municipal, County, State and Federal permit requirements. Failure to immediately begin repair of the failed system, or failure to remove without intent to replace in-kind, shall constitute a default under the AGREEMENT. All proposed additions or new sanitary waste and gray water disposal systems must be approved in writing by the State and by the Department of Environmental Services and must comply with municipal, County, State, and Federal permit requirements. However, no future drains, sewers, or wastewater outlets that empty upon the surface of the ground or empty into any pond, bog, stream, or open water on the PREMISES shall be allowed.

G. Water Supply: No machine drilled wells shall be allowed. Existing hand-dug wells, well points and gravity feed water systems shall be grandfathered. New water systems not in place as of July 1, 2004, may be allowed upon written approval from the STATE, subject to local, State, and Federal regulations.

H. Utilities: The LICENSEE has no rights to install utilities including power lines. The use of electric generators shall be a privilege, and allowed only between the hours of 6 am and 10 pm. Any generator use determined to constitute a noise nuisance shall result in loss of privilege.

Propane gas systems may be allowed, with prior written permission of the STATE. Propane deliveries shall be subject to road conditions.

Small roof mounted or small ground mounted solar panels may be allowed with prior written permission of the STATE. Ground mounted panels shall be included in the square foot calculation of the footprint (see definition).

I. Satellite Dishes / Radio Antennas: Satellite dishes and television antennas shall not be allowed. One permanent, external radio antenna may be allowed.

J. Road Construction / Maintenance: The LICENSEE shall not repair, or construct new, any driveway or associated parking area without the prior written consent of the STATE. Construction shall be at the LICENSEE's expense, and shall be limited to one single-lane width with associated parking for two cars. Existing and approved driveways shall be of native gravel materials. No paving, concrete, or similar surfacing is allowed.

If the LICENSED SITE is accessible by automobile, the LICENSEE must provide a parking area in a manner to avoid obstruction of any road open to public travel, subject to written approval by the STATE.

Road maintenance will be performed only as required for the STATE'S management activities. Maintenance of any road is not implied and should not under any circumstances be expected. However, if the STATE ceases to maintain a road adequately for the LICENSEE'S access to the LICENSED SITE, the LICENSEE may make improvements to the road with written permission from the STATE.

K. Gates: No gates or traffic barriers shall be installed to the LICENSED SITE without prior written consent of the STATE. Any agreed-to gate will be erected at the LICENSEE'S expense. Gates may not be locked.

Except for the above provision, the LICENSEE shall not restrict passage over existing public roads or rights of way on the PREMISES by any means, including locking, closing, or erecting barriers.

L. Housekeeping: The LICENSEE shall maintain all buildings and other improvements located on the LICENSED SITE during the term of this License AGREEMENT in a neat, sanitary, and safe condition. Standards of repair, orderliness, neatness, sanitation and safety shall be those acceptable to the STATE.

The LICENSED SITE must be kept clean, neat, and free of litter, debris and forms of scrap metal. The LICENSEE shall dispose of all garbage, trash, and other solid waste by removing all such material from the LICENSED SITE and depositing same at an approved facility maintained for such purpose at no cost to the STATE. Notwithstanding any prior practice, positively no disposal shall take place on the PREMISES. On-site burning of trash is not allowed.

Any building materials shall be stored in an orderly fashion. Only those materials needed for work in progress shall be stored on the LICENSED SITE. When work is completed, materials and construction debris shall be removed in a timely manner.

Vehicles shall not be stored on the LICENSED SITE or on the PREMISES. Any unauthorized vehicle shall be removed at the expense of the LICENSEE. Historic motor vehicle "relics" of the past located on the PREMISES shall remain the property and responsibility of the STATE.

M. Signage: All RECREATION RESIDENCES must display the LICENSED SITE number, to be provided by the STATE. Signs shall not be nailed to trees.

Posting "Private Property" or "No Trespassing" signs is prohibited.

N. Hazardous Materials: No combustible or hazardous materials or substances shall be kept on the LICENSED SITE, except that LICENSEE may keep reasonable quantities of those materials commonly used for ordinary household purposes or recreational activities, provided they are stored, used, and ultimately disposed of in a lawful manner.

O. Landscaping: The LICENSEE shall not cut, use or remove any timber, trees, wood or other forest products on the LICENSED SITE and the PREMISES for any purpose including firewood, except where approved by the STATE. The LICENSEE shall take all reasonable precautions to prevent unauthorized persons from doing any cutting or destruction of live trees or other plant growth on the LICENSED SITE. Removal of dead or hazardous problem trees from the LICENSED SITE shall be coordinated with the STATE's representative and accomplished at LICENSEE's expense. The LICENSEE may immediately remove blow-down trees and debris blocking open roads or driveways, or that present an immediate danger to human safety or hazard to structures or improvements on the LICENSED SITE, with timely verbal follow-up notification to the North Region Forester, or their designee, in Lancaster at (603) 788-4157.

LICENSEE shall not introduce any non-native plant or any invasive plant on the LICENSED SITE or the PREMISES. "Non-native" means species that do not naturally occur on the PREMISES or in the northeastern United States.

Any earth or soil removal, addition of fill, or relocation by any means is prohibited without written permission of the STATE. State laws strictly regulate any shoreline alteration or improvements such as docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. The LICENSEE shall not make such alterations or improvements without obtaining the STATE's written permission and complying with all applicable laws.

No fences are allowed without written approval of the STATE.

P. State Recreational Use Laws: LICENSEE shall fully comply with all State statutes, rules, and regulations dealing with fishing, hunting, trapping, wildland fire and motorized and non-motorized recreational use of the PREMISES.

Q. Fire Prevention: All chimneys shall be equipped with spark arrestors that meet NFPA 211 standards. The opening of any chimney shall be at least 3 feet horizontally and 10 feet vertically from any overhanging tree.

Outdoor fires shall require a proper permit from the local fire warden or other state-approved personnel. No incinerators shall be permitted on LICENSED SITE. Outdoor fireplaces shall be approved by the local Forest Fire Warden.

No material shall be disposed of by burning in open fires without a written permit from the local Forest Fire Warden.

R. Fire and Vandalism: The LICENSEE shall use every precaution to prevent damage to the timber, trees, wood and other forest products on the LICENSED SITE, and improvements thereon from fire, vandalism, or malicious mischief. LICENSEE shall take all reasonable action to suppress any fire, which occurs on the LICENSED SITE or the PREMISES, and shall immediately report fire or other damage to the STATE and appropriate authorities.

LICENSEE shall be liable to the STATE for any damages incurred by the STATE as a result of any fire caused by LICENSEE.

S. Firewood/Brush: 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 as are 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.

LICENSEE may collect and buck up dead and down trees throughout Nash Stream 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 with 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.

Firewood must be neatly stacked in a woodshed or in one area, and not exceed a two (2) year supply. Sheet plastic and tarps may be used as temporary covering for protection from the weather. Colors should blend with the natural environment.

T. Restricted Use of LICENSED SITE and PREMISES: LICENSEE shall not interfere with logging or other forestry operations on the LICENSED SITE or PREMISES by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. LICENSEE shall not interfere with or damage any of the STATE's property, including, but not limited to, any cut wood fiber, logging equipment, dams, boats, tools, signs, notices, or other property of the STATE or its agents, employees, lessees or LICENSEES, whether on the LICENSED SITE or the PREMISES, and the LICENSEE shall prevent such interference by any invitees, guests, employees or agents of LICENSEE.

The LICENSEE shall be liable for all damage caused by LICENSEE to the LICENSED SITE or to the PREMISES, and any damage caused by the LICENSEE shall be an event of default under the AGREEMENT. The LICENSEE shall reimburse the STATE for the costs and losses associated with any such damage or interference.

U. Nuisance Behavior: The LICENSEE shall not engage in any obnoxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on the PREMISES or other LICENSE SITES, or any activity that may result in a diminution in the value of the PREMISES.

V. Animal Management: No animals, other than common household pets, shall be kept on the LICENSED SITE or the PREMISES. Animals must not pose a health or safety threat to humans, native wildlife, or the forest habitat. Livestock is prohibited. Under no condition may any animal be permanently released onto the PREMISES. Household pets shall be under the control of their owners, and shall not be a nuisance to users of the PREMISES, or to other LICENSE SITES.

W. STATE'S Right to Pass: The rights granted to the LICENSEE pursuant to the AGREEMENT shall not in any way affect the right of the STATE to enter upon, use and enjoy the LICENSED SITE at any and all times for any business purpose, including forestry, land management, timber harvesting, road construction, maintenance and the like. The STATE shall have the right to enter upon the LICENSED SITE, for the purpose of inspection of the LICENSED SITE and the exterior of the buildings and/or other improvements to enforce the terms of the AGREEMENT, or in the event of an emergency. The LICENSEE acknowledges that the STATE's activities may affect the LICENSEE's enjoyment of the LICENSED SITE, and the LICENSEE expressly consents to such activities and in particular any visual, noise and/or aesthetic impacts.

X. Risk/Destruction by Catastrophic Events: In the event of destruction by fire, human error or natural, or by other natural disaster events, the LICENSSEE may rebuild in-kind a recreational residence on the LICENSED SITE if the STATE determines that the LICENSED SITE can be safely occupied. Any such rebuild must be approved in writing by the STATE based on plans provided by the LICENSEE in conformance with Section 6 A, B, and C above. The building must be completed in two (2) years.

The LICENSEE may elect to abandon the LICENSED SITE by written notice to the STATE. In which case the AGREEMENT shall terminate, and the LICENSEE is responsible for disposal of the improvements and restoration of the LICENSED SITE to its natural condition.

The LICENSEE has the responsibility of inspecting his LICENSED SITE, access road 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. In the event of imminent danger, said hazards may be immediately removed, after which the LICENSEE shall notify the STATE of the actions taken.

Y. Boats, Boat Houses, Docks, and Moorings: The LICENSEE shall not construct or place any boat house, docks, wharves, or moorings on or in water bodies in the PREMISES. Boat houses and docks in existence upon the date of State acquisition of the Nash Stream Forest may remain in place in their present location and configuration. Repairs to existing boat houses and 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).

7. ENCUMBRANCES: The LICENSEE shall not at any time mortgage or otherwise encumber the LICENSED SITE. Nothing contained herein shall prevent the LICENSEE from giving a mortgage on buildings and improvements erected by LICENSEE. However, under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the STATE hereunder, particularly with reference to termination of the AGREEMENT. Any mortgagee or creditor of the LICENSEE shall be limited to the same rights of the LICENSEE, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance and shall explicitly state its subordination to the rights of the STATE.

8. WORKING FOREST: LICENSEE hereby acknowledges as follows:

A. That the STATE is engaged in land management for a variety of commercial and recreational purposes including, but not limited to, the commercial growing and harvesting of wood fiber from its timberlands, including those timberlands adjacent to the LICENSED SITE;

B. That the commercial growing and harvesting of wood fiber involves activities such as road and trail building, surveying, inventorying, pre-commercial thinning, spraying of both herbicides and insecticides to control invasive species, and commercial harvesting operations;

C. That above mentioned commercial forestry operations may involve the use of equipment including, without limitation, skidders, graders, trucks, bulldozers, airplanes, helicopters, delimbers, and chainsaws;

D. That the removal of wood fiber may involve the use of the road and/or trail network serving the LICENSED SITE; and

E. That the State is permitted to allow access by the public to and across the PREMISES, except on the LICENSED SITE.

The LICENSEE, in recognition of A through E above, hereby consents to such activities and in particular any visual, noise and/or aesthetic impacts, and hereby covenants that the LICENSEE will not, in any manner, interfere with the STATE or the public's activities on the PREMISES.

9. TRANSFERS AND ASSIGNMENTS: The LICENSEE shall not transfer, assign or otherwise encumber this License AGREEMENT 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 (other than those identified by the STATE as grandfathered) 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 to the STATE an administrative processing fee of $50.

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 15 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. Other Transfers: Upon licensees' death but before transfer the state requires documentation from a court regarding probate settlement of the estate of the deceased. Before transferring due to divorce, the state requires documentation from a court regarding the divorce settlement.

C. Right of First 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. 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 sixty (60) days to either notify in writing the LICENSEE of the STATE'S "Release of Right of First Refusal" or its intent to purchase at fair market value as determined by an appraisal provided by a New Hampshire certified general appraiser. The purchase and sale of the structures and improvements will close within 180 days of the offer, unless a longer period is agreed to by the parties.

10. DEFAULT/TERMINATION FOR CAUSE: 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 AGREEMENT or any subsequent reasonable changes in or additions to the AGREEMENT, 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 AGREEMENT, 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 AGREEMENT, the LICENSEE shall within sixty (60) days of bare-ground, open-road access, remove all personal property, RECREATION RESIDENCE 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, RECREATION RESIDENCE 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.

11. OWNERSHIP OF BUILDING AND OTHER IMPROVEMENTS: Should the AGREEMENT be terminated at the LICENSEE'S request, by way of default on the LICENSEE'S part, or due to termination of the AGREEMENT by the STATE due to the LICENSEE'S violation of the terms of the AGREEMENT, any buildings or improvements presently located on the LICENSED SITE or subsequently established on the LICENSED SITE by the LICENSEE during the term of this AGREEMENT shall become the property of the STATE upon termination of this AGREEMENT unless removed by LICENSEE not later than sixty (60) days following termination of the AGREEMENT.

In the event that any improvements are removed from the LICENSED SITE, the LICENSEE shall reasonably restore any disturbed area to a reasonable condition as determined by the STATE. The LICENSEE shall reimburse the STATE for any costs borne by the STATE associated with such restoration.

12. HOLD HARMLESS AND 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' rents, of any kind or nature whatsoever on account of injuries to or death of any person or damage to property arising out of any act or omission of the LICENSEE, it agents, contractors, or invitees in their use of the LICENSED SITE or the PREMISES.

13. CONDEMNATION: If at any time during the term of the AGREEMENT, the LICENSED SITE shall be taken or condemned by any authority having the power of eminent domain, the AGREEMENT shall terminate and the LICENSEE shall thereupon be relieved of further performance hereunder. If a material part, but not all of the LICENSED SITE, shall be so taken or condemned, the LICENSEE shall have the option to surrender this lease and be relieved of further performance hereunder, or the LICENSEE may elect to remain in possession of the remaining portion of the LICENSED SITE, in which event the fixed rent herein provided shall continue to be paid by the LICENSEE in an undiminished amount. The LICENSEE shall have the right to assert a claim against said condemning authority for loss of any of the LICENSEE's improvements caused by said taking, but the LICENSEE shall have no claim for damages for loss of the LICENSEE's interest in the LICENSED SITE, and except for such loss of improvements, the LICENSEE shall have no claim against any award to the STATE made as a result of any such taking.

14. NOTICES AND PAYMENT: Any notice required to be given hereunder shall be either mailed, certified mail return receipt requested, or personally delivered, via U.S. mail, postage prepaid, to the LICENSEE or the STATE at their respective addresses listed on page 1 of the AGREEMENT. Notice shall be deemed given on the day it is received. Payment of RENT shall be made by check or money order to Treasure – State of New Hampshire and shall be delivered to or mailed by regular first-class mail to the STATE's address set forth on page 1 of the AGREEMENT.

15. 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, additional 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.

16. 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.

17. 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.

18. INSPECTION AND COMPLIANCE: The STATE, its representatives, or agents retain the right to enter and inspect the LICENSED SITE at reasonable times to ascertain compliance with the terms of the AGREEMENT.

19. 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.

20. 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.

21. UNDERSTANDING; WAIVER: Execution of this AGREEMENT constitutes complete and full understanding of the AGREEMENT, its terms and restrictive covenants.

22. 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.

23. NO WAIVER OF SOVEREIGN IMMUNITY: No provision of this AGREEMENT is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

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

STATE

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

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

LICENSEE / CO-LICENSEE

RENT payments and the "annual contract information update form" not received by August 31 shall be considered overdue, subject to a $25.00 late-payment charge, and such late payment is just cause for cancellation of the AGREEMENT.

_____ _____

LICENSEE, Licensee Witness

_____ _____

CO-LICENSEE, Co-Licensee Witness
(if there is one)

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

By: _____

Title: _____ Date: _____

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