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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
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March 26, 2014

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

REQUESTED ACTION

- 1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development to renew Recreational Residence and Site License Agreements for 91 camp lots at Nash Stream Forest for 5-year terms at the rents as shown on the attached Nash Stream Licensee/Annual 5-Year Rent Schedule upon Governor and Executive Council approval from July 1, 2014 through June 30, 2019.
- 2) Further authorize the Department to make a one-time increase to the annual rents by 6.7% over the 5-year term pursuant to the "Nash Stream Management Plan Updates and Revisions – 2002".

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 licenses expires on June 30, 2014 and the Department wishes to renew them for another 5-years.

The "Nash Stream Management Plan Updates and Revisions – 2002" requires the annual rents to be adjusted at every five (5) – year renewal by the accumulated change in the consumer price index (Northeast Housing) over the last 5-years. Therefore, according to the Northeast Housing Index, all license fees will be subject to a one-time increase of 6.7% to reflect the accumulated change. Real estate taxes on the camps, if any, shall be paid by the Licensee.

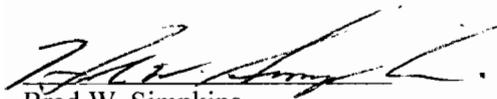
The attached sample Recreational Residence and Site License Agreement has been approved as to form and substance by the Office of Attorney General. Copies of the fully executed agreements will be kept on file at the Department.

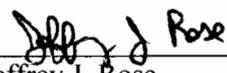
Anticipated revenue from Nash Stream's Camp Lot License Program is \$86,624 per year, to be deposited into the Forest Management and Protection Fund pursuant to RSA 227-G:5(I).

Your approval is respectfully requested.

Respectfully submitted,

Concurred,


Brad W. Simpkins
Interim Director


Jeffrey J. Rose
Commissioner

Attachments



Nash Stream Licensee\Annual Rent 5 Year Schedule

Lot #	First Name	Last Name	Authority	Camp Type	2014-2019
LBP-O #001	SANDRA	MASTERS	Primary	Shorefront w/Vehicular	\$1,094.00
LBP-O #002	GLENN A.	JEWELL	Primary	W/O Vehicular -	\$1,014.00
LBP-O #003	LEON G	MCINTIRE	Primary	W/O Vehicular -	\$1,014.00
LBP-O #004	MAURICE	HIBBARD	Primary	W/O Vehicular -	\$1,014.00
LBP-O #005	DAEGAN M	STYLES	Primary	Shorefront w/Vehicular	\$1,094.00
LBP-O #006	DAVID L	VESTAL	Primary	W/O Vehicular -	\$1,014.00
ML-O #004	LEONARD TRENT	WOOD	Primary	Basic Camp	\$928.00
ML-O #008	DANIEL	FOURNIER	Primary	Basic Camp	\$928.00
ML-O #014	PETER	MICHAUD	Primary	Basic Camp	\$928.00
ML-S #002	F. BRUCE	FILLMORE JR.	Primary	Basic Camp	\$928.00
ML-S #003	THOMAS	GAUDETTE	Primary	Basic Camp	\$928.00
ML-S #005	CHARLES	BRANN	Primary	Basic Camp	\$928.00
ML-S #006	LOUIS	PERRY JR	Primary	Basic Camp	\$928.00
ML-S #007	RUSSELL	DUMAIS	Primary	Basic Camp	\$928.00
ML-S #009	TIMOTHY B.	HILL	Primary	Basic Camp	\$928.00
ML-S #010	KEVIN	BASSETT	Primary	Basic Camp	\$928.00
ML-S #011	DONALD A	BUTTERFIELD	Primary	Basic Camp	\$928.00
ML-S #012	JOHN E	LANE	Primary	Basic Camp	\$928.00
ML-S #013	WILLIAM	BOUDREAU	Primary	Basic Camp	\$928.00
ML-S #015	JAMES J	BOULEY SR.	Primary	Basic Camp	\$928.00
ML-S #016	THOMAS D	MORGAN	Primary	Basic Camp	\$928.00
ML-S #017	RAYMOND	ST. ONGE	Primary	Basic Camp	\$928.00
NSB-O #014	WARREN E.	CUTTING JR.	Primary	Basic Camp	\$928.00
NSB-O #016	ALBERT	BATTISTELLI	Primary	Basic Camp	\$928.00
NSB-O #018	HENRY	DION	Primary	Basic Camp	\$928.00
NSB-O #019	KELLY ANN	BUTLER	Primary	Basic Camp	\$928.00
NSB-O #022	MICHAEL	MOSES	Primary	Basic Camp	\$928.00
NSB-O #023	THOMAS	FLORENZO	Primary	Basic Camp	\$928.00
NSB-O #024	ROBERT A	HILL	Primary	Basic Camp	\$928.00
NSB-O #025	PATRICK E	OSGOOD	Primary	Basic Camp	\$928.00
NSB-O #026	CHARLES P	MYETTE	Primary	Basic Camp	\$928.00
NSB-O #027	CHARLES F	MYETTE	Primary	Basic Camp	\$928.00
NSB-O #028	PATRICK E	DION	Primary	Basic Camp	\$928.00
NSB-O #030	DONALD	ROSS	Primary	Basic Camp	\$928.00
NSB-O #031	NORMAN P	PAQUETTE	Primary	Basic Camp	\$928.00
NSB-O #033	DAVID	ILSLEY	Primary	Basic Camp	\$928.00
NSB-O #034	PAUL A	ROMANO	Primary	Basic Camp	\$928.00
NSB-O #035	DAVID T	HILL	Primary	Basic Camp	\$928.00
NSB-O #036	RENE	FERLAND	Primary	Basic Camp	\$928.00
NSB-O #037	MICHAEL	MALONE	Primary	Basic Camp	\$928.00
NSB-O #039	MARK	YOURISON	Primary	Basic Camp	\$928.00
NSB-O #047	VICTOR	COTE	Primary	Basic Camp	\$928.00
NSB-O #049	DAVID B	BURNHAM	Primary	Basic Camp	\$928.00
NSB-O #050	ROBERT L	CHRISTIAN	Primary	Basic Camp	\$928.00
NSB-O #054	PETE	GRAY	Primary	Basic Camp	\$928.00
NSB-O #056	JOHN S	PHILLIPS	Primary	Basic Camp	\$928.00

Lot #	First Name	Last Name	Authority	Camp Type	2014-2019
NSB-O #058	JOHN	WRIGHT	Primary	Basic Camp	\$928.00
NSB-O #059	RONALD H	QUIMBY	Primary	Basic Camp	\$928.00
NSB-O #060	ANTHONY M	WATERMAN	Primary	Basic Camp	\$928.00
NSB-O #061	JAMES	QUIMBY	Primary	Basic Camp	\$928.00
NSB-O #062	MARK G	FIFIELD	Primary	Basic Camp	\$928.00
NSB-O #063	STEPHEN	GUAY	Primary	Basic Camp	\$928.00
NSB-O #064	PETER JOHN	WENDT*	Primary	Basic Camp	\$928.00
NSB-O #065	KENNETH A.	BELL	Primary	Basic Camp	\$928.00
NSB-O #066	MARY R	DECATUR	Primary	Basic Camp	\$928.00
NSB-O #066.5	COREY	BENSON	Primary	Basic Camp	\$928.00
NSB-O #068	LES	REED	Primary	Basic Camp	\$928.00
NSB-O #080	PATRICIA S	ROSE	Primary	Basic Camp	\$928.00
NSB-O #081	JOHN C	HAMILTON	Primary	Basic Camp	\$928.00
NSB-O #082	ELLEN	SOSZYNSKI	Primary	Basic Camp	\$928.00
NSB-O #083	KEVIN	BARRY	Primary	Basic Camp	\$928.00
NSB-O #084	TIM	ROSE	Primary	Basic Camp	\$928.00
NSB-O #085	GARY B	ELLIOTT	Primary	Basic Camp	\$928.00
NSB-O #086	ERIKA	CAWTHON	Primary	Basic Camp	\$928.00
NSB-O #087	JON R	CLATTENBURG	Primary	Basic Camp	\$928.00
NSB-O #088	SHAWN	BUTLER	Primary	Basic Camp	\$928.00
NSB-O #090	WILLIAM	ELLIS	Primary	Basic Camp	\$928.00
NSB-O #096	JEFFREY	JOYAL	Primary	Basic Camp	\$928.00
NSB-O #100	MICHAEL	SKERRY JR	Primary	Basic Camp	\$928.00
NSB-O #101	MARY E	GOULD	Primary	Basic Camp	\$928.00
NSB-O #103	BRUCE	SHERIDAN	Primary	Basic Camp	\$928.00
NSB-O #104	LESLIE	GOUMILLOUT	Primary	Basic Camp	\$928.00
NSB-O #106	GEORGE	BURLEY	Primary	Basic Camp	\$928.00
NSB-S #001	EUGENE T	DENNEBAUM	Primary	Basic Camp	\$928.00
NSB-S #002	ALAN	WHEELOCK	Primary	Basic Camp	\$928.00
NSB-S #003	THOMAS J	COTE	Primary	Basic Camp	\$928.00
NSB-S #005	MICHAEL	BATTISTELLI, JR.	Primary	Basic Camp	\$928.00
NSB-S #006	ALBERT	BATTISTELLI	Primary	Basic Camp	\$928.00
NSB-S #008	NEIL	STRANDEL	Primary	Basic Camp	\$928.00
NSB-S #009	TYSON	CHOUINARD	Primary	Basic Camp	\$928.00
NSB-S #012	MICHAEL	CURRIER	Primary	Basic Camp	\$928.00
TP-O #001	ANDREW	MAGOON	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #002	BRIAN J	EMERSON	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #003	RANDY	RICHMOND	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #004	ALAN	WHEELOCK	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #005	BARRY	CRAGGY	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #006	DEBRAH	DINGEE	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #007	WILLIAM A	ELDRIDGE	Primary	W/O Vehicular -	\$1,014.00
TP-O #008	RANDY J	BEATON	Primary	Shorefront w/Vehicular	\$1,094.00
TP-O #009	CHARLES A	MOULTON	Primary	W/O Vehicular -	\$1,014.00
WP-O #001	STEPHEN W	BUSHEY	Primary	W/O Vehicular -	\$1,094.00
				Total for Year:	\$86,624.00

Camp Lot ID #:

#1 Owner

Name of LICENSEE:

Mailing Address:

Telephone:

Telephone:

DRAFT

#2 Owner

Name of LICENSEE:

Mailing Address:

Telephone:

**NASH STREAM FOREST
RECREATIONAL RESIDENCE AND SITE LICENSE
AGREEMENT**

The State of New Hampshire acting through its Department of Resources and Economic Development, Division of Forests and Lands, having a mailing address of P.O. Box 1856, Concord, New Hampshire, 03302-1856 ("STATE"), and _____ ("LICENSEE") with an address _____, and _____, with an address at _____ ("LICENSEE") enter and execute this Recreational Residence and Site License Agreement ("AGREEMENT") effective as of the date of signing by the LICENSEE.

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 ("LICENSED SITE") 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 written plan known as the "Nash Stream Management Plan" (the "PLAN"); and

Whereas, on June 6, 2002, Commissioner George M. Bald, Commissioner of the 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; and
- required that the STATE have first right of refusal; and

Whereas, the revised PLAN dated 2002 states 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 further states 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 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 rental 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 mean not more than two (2) signatories ("#1 OWNER", "#2 OWNER") to the AGREEMENT. OWNERS may change subject to Section 9.
- b. The "LICENSEE" shall include the #1 OWNER, the #2 OWNER, 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 Resources and Economic Development, 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 to anyone using the LICENSED SITE.
- 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 improvement foundation requiring the excavation of earthen materials below original grade
- k. "Grandfathered" shall mean in existence at the time of the execution of the AGREEMENT.
- l. "Immediate family" as defined under RSA 633:3-a, shall mean father, mother, stepparent, child, stepchild, sibling, spouse, or grandparent.

- m. "foot print" shall mean the aggregate footprint measured from the drip edge of the impervious surfaces, including sheds, decks, boat houses and other structures.

2. TERM / RENEWAL: The term of the AGREEMENT is thru June 30, 2019, unless sooner cancelled or revoked as provided herein. At the expiration of said term, if the LICENSEE is not then in default, sixty days prior to termination of this AGREEMENT, the STATE shall deliver a new AGREEMENT to the LICENSEE for a successive five (5)-year term, subject to approval by Governor and Council. If the LICENSEE does not execute and return the new AGREEMENT within thirty days, the AGREEMENT shall terminate, and the STATE shall 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 #: _____ . Beginning July 1, 2014, the ensuing 5-year renewal annual fee payments will remain the same after being adjusted at year one according to the Consumer Price Index.** 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 Resources and Economic Development, P.O. Box 1856, Concord, New Hampshire 03302-1856. RENT payments 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 LAND: 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, 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 any open road traditionally used by vehicles on the PREMISES while traveling to and from the LICENSED SITE.

The STATE reserves the right to close, lock, gate, or otherwise restrict access along, through, or over roads at anytime during periods of saturated road conditions or high fire danger, when business 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, MAINTENANCE, and ALTERATIONS: The LICENSEE shall not construct or establish any new building, additions, or other improvements or alterations 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.

A. New Improvements: Any new building, accessory structure, or other improvement constructed or placed upon the LICENSED SITE shall conform to all applicable laws and regulations and are subject to the approval process described in Paragraph 6D.

With written approval from the STATE, the construction of any buildings or other improvements on the LICENSED SITE shall be semi-permanent in nature, i.e., without a dug foundation (see definition), except that excavation for sauna tubes, out houses, and general leveling using natural and processed gravel products shall be allowed. Concrete product foundations and slabs shall not be allowed except by written permission from the STATE. All new construction shall be of substantial solid construction, be in keeping with the natural setting, and shall not be permanently faced with tar or roofing paper. New metal buildings and vinyl siding, or the like, shall not be allowed.

B. Existing Improvements: Alterations of the interior of existing structures and repairs to the interior or exterior to assure structural stability or improve appearance shall be allowed. Any renovation, reconstruction, or expansion of an existing improvement shall conform to all applicable laws and regulations, and be subject to the approval process described in Paragraph 6D.

C. Minor Maintenance: Minor maintenance involving repairs-in-kind resulting in no effects to the natural resources and no changes in footprint or profile of the camp shall not require approval from the STATE.

D. 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 statement of purpose,
- Dimensioned sketches showing plan and profile views of the proposed improvements,
- A dimensioned sketch showing proposed improvement location and setback distances with respect to any water source, driveway and parking area, existing improvements, and abutting Licensed Site improvements within 50 feet of the proposed improvement, and
- Other information 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.G), in order to bring the LICENSED SITE into full compliance with the AGREEMENT.

The STATE shall 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:

1. Compatible with the natural surroundings;
2. Unobtrusive on the landscape;
3. 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 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. No new improvement shall cause the footprint to exceed 1000 square feet as measured from the drip-edge, exceed one and one half (1&1/2) stories with a single pitch to center ridge roof, or exceed 25 feet in height;
4. Having low impact on the environment; and
5. Maintaining a rustic appearance by using natural materials such as wood and stone.

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

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.

- E. Tent Use: Tent platforms shall be considered as permanent structures, and shall be included in the square foot calculation of allowable building impact.
- F. Use of Mobile Accommodations: Unless grandfathered, or as otherwise permitted below (short term) mobile homes and RVs shall not be used on the LICENSED SITE. A Mobile home, RV travel trailer, truck camper, tent trailer, etc. may be used as a temporary RECREATIONAL RESIDENCE or accessory structure during RECREATION RESIDENCE construction, or for short term use by the LICENSEE's guests, upon written permission from the STATE.
- G. 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 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.
- H. 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, shall be allowed upon written approval from the STATE, subject to local, State, and Federal regulations.

- I. 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 shall be allowed. Propane deliveries shall be subject to road conditions.

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

- K. 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 permission from the STATE.

- L. Gates: No gates or traffic barriers shall be installed to the LICENSE SITE without prior written consent of the STATE. Any agreed-to gate will be erected at the LICENSEE'S expense and both gate design and locks and keys must conform to the STATE's standards.

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.

- M. 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 exterior of all structures shall be sided (covered) with a material that is aesthetically appropriate to and will blend with the forest setting.

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.

No unregistered vehicles shall 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.

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 his designee, in Lancaster at (603) 788-4157.

The LICENSED LOT must be kept clean, neat, and free of litter, debris and forms of scrap metal. 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.

LICENSEE shall not introduce any non-native plant or animal species, except for domestic pets that will be properly restrained, or any invasive plant or animal species 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 or relocation by any means is prohibited without 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 permission and complying with all applicable laws.

No fences are allowed without approval of the STATE.

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

- Q. Fire Prevention: All chimneys shall be equipped with adequate spark arrestors. 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. No incinerators shall be permitted on LICENSED SITE. Outdoor fireplaces shall be approved by 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.

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

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 DRED order 2009-01, firewood from out-of-state is prohibited due to the risk of spreading exotic forest insects and diseases.
- 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 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 LICENSEE 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 (D) 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 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, fertilization 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, delimiters, 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. In approving any assignments or transfers hereunder, the STATE may require the LICENSEE to pay to the STATE an administrative processing fee of \$50. Subleasing of the LICENSED SITE is not allowed.

An immediate family transfer only requires that a copy of the new LICENSEE'S insurance policy and a "Change of Licensee" form (see Addendum A attached) be completed and mailed to: NH Division of Forests and Lands, Bureau of Land Management, PO Box 1856, Concord, NH 03302-1856.

In the event of intent to offer for sale outside the immediate family, the LICESSEE shall notify the STATE in writing to the address given above. Thereupon, the STATE shall have sixty (60) days to either notify in writing the LICENSEE of the STATE'S decision to purchase, or shall provide the LICENSSE a "Release of Right of First Refusal". Upon the STATE'S notification of decision to purchase, the LICENSEE and the

STATE shall enter into a purchase and sale agreement within fifteen (15) days from the date of notification.

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.

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 hereunder.

Upon expiration, cancellation or lapse of the AGREEMENT by any means and for any reason whatsoever, the LICENSEE shall within sixty (60) days remove all personal property, RECREATION RESIDENCE or structures from the LICENSED SITE. Failure to do so, within sixty (60) days of expiration, cancellation or lapse of license, terminates any rights of the licensee in said personal property, RECREATION RESIDENCE, or structures and 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 born 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, its 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 LICENSEE'S sole cost and expense, shall maintain with respect to the LICENSED SITE, comprehensive public liability insurance in a combined single limit of \$300,000 and the LICENSEE shall provide the STATE with a certificate of insurance designating the STATE as an additional insured.

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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

STATE

BY: _____
Jeffrey J. Rose, Commissioner
Dept. of Resources and Economic Development

BY: _____
Brad W. Simpkins, Interim Director
Division of Forests and Lands

LICENSEE

Witness

, (Owner #1)

Witness

, (Owner #2)

NASH STREAM FOREST CAMP LOT LICENSE

CHANGE OF LICENSEE

Camp Lot ID #: ML-S #017

Licensee shall notify the State in writing of any camp transfers or address changes. This notification shall be considered as a request to transfer or assign the Camp Lot License. (See AGREEMENT: Section 9, second paragraph)

Old Licensee #1 Name: _____

New Licensee #1 Name: _____

Address: _____

Phone # _____
day

Phone # _____
evening

Old Licensee #2 Name: _____

New Licensee #2 Name: _____

Address: _____

Phone # _____
(day)

Phone # _____
(evening)

If you have any questions, please call me at 603 271-2214.

Sincerely,

Bill Carpenter
Administrator, Land Management

State of New Hampshire
Department of Resources and Economic Development
Division of Forests and Lands
P. O. Box 1856
Concord, New Hampshire 03302-1856

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2009 To: 2014 **GO**

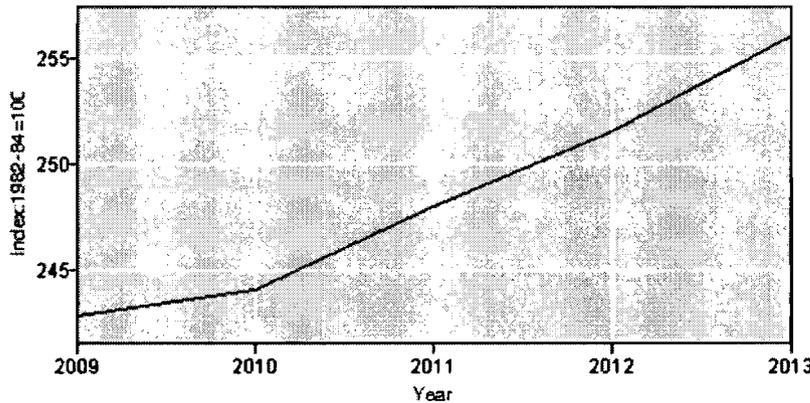
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Data extracted on: March 6, 2014 (11:20:26 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SAH
 Not Seasonally Adjusted
Area: Northeast urban
Item: Housing
Base Period: 1982-84=100



$$\frac{261.042}{244.611} = 1.0672$$

6.72% increase

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009	241.470	242.192	242.790	242.754	242.200	243.764	244.611	244.417	243.069	242.694	242.518	242.502	242.915	242.528	243.302
2010	243.383	243.492	243.849	243.640	243.990	244.692	245.278	244.783	243.988	243.891	244.016	244.365	244.114	243.841	244.387
2011	244.953	245.371	246.351	246.734	247.442	248.683	249.819	249.693	249.617	249.091	249.354	249.123	248.019	246.589	249.450
2012	249.682	249.965	250.557	250.511	250.640	251.619	251.688	252.171	252.626	252.608	253.107	253.294	251.539	250.496	252.582
2013	254.299	254.836	254.689	254.570	255.487	256.122	256.688	256.842	257.519	256.898	257.530	258.172	256.138	255.001	257.275
2014	261.042														

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