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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411
FAX: 603-271-2629

February 4, 2013

Retroactive

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

REQUESTED ACTION

In accordance with RSA 227-H:9 and 216-A:3, III, authorize the Department of Resources and Economic Development, Division of Parks and Recreation (DRED) to **RETROACTIVELY** grant the Appalachian Mountain Club (AMC) the exercise of its option to renew the Special Use Permit (SUP) and there shall be an annual fee for the permit in the amounts shown below, in the "Exercise of Renewal Option" for the use of state-owned property known as Lonesome Lake in Lincoln upon Governor and Council approval through June 30, 2017 with Governor and Executive Council approval. The fee includes an additional 2% annual increase. Funds to be deposited in the State Parks Fund.

FY 2013	$5,979.00
FY 2014	$5,913.00
FY 2015	$6,031.00
FY 2016	$6,152.00
FY 2017	$6,275.00

EXPLANATION

Since 1979, the Department has granted the Appalachian Mountain Club utilization of state-owned property and land for the purposes of providing services to the general public at Lonesome Lake by Special Use Permit This permit renewal continues this mutually beneficial partnership and the long tradition of providing services to the public by the AMC.

The request is retroactive from June 30, 2012 as both parties mutually needed to come to an agreement of the annual fee including an additional 2% annual increase as outlined in #2 of the "Exercise of Renewal Option."

The attached agreement has been approved by the Department of Justice as to form, substance and execution.

Respectfully submitted,

Philip A. Bryce
Acting Commissioner

PAB/mc

EXERCISE OF RENEWAL OPTION OF
SPECIAL USE PERMIT
BETWEEN THE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
AND THE
APPALACHIAN MOUNTAIN CLUB

THIS EXERCISE OF RENEWAL OPTION (the "Renewal Option") is made pursuant to the Special Use Permit (the "Permit") as granted according to the terms of the Permit by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT (the "State" and "DRED"), through its Commissioner, and APPALACHIAN MOUNTAIN CLUB (the "Permittee") having its principal place of business at 5 Joy Street, Boston MA 02108.

WITNESSETH:

WHEREAS, the parties have entered into the Permit above mentioned, approved by the Governor and Executive Council on June 27, 2007, Item #91, in which the State agreed to grant the Permittee, and the Permittee agreed to accept, subject to the terms and conditions set forth in said Permit, the use of certain state-owned property and land situated on the northwesterly side of Lonesome Lake, identified as Lot No. 15, Range 10, in the Town of Lincoln, New Hampshire (the "Lonesome Lake Hut"); and

WHEREAS, pursuant to the Permit, the Permittee shall utilize said State land to provide services to the general public; and

WHEREAS, pursuant to the provisions of the Permit, the Permittee hereby wishes to exercise, and the State hereby grants, the option to renew the Permit for an additional five years; and

WHEREAS, pursuant to the provisions of the Permit, the State hereby exercises its right to revise the fee for any extension period; and

NOW THEREFORE, in consideration of the foregoing exercise of the renewal option, and the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Term of Agreement
   To extend the term of the Permit to the period July 1, 2012 to June 30, 2017, unless sooner terminated in accordance with the provisions of the Permit.

2. Fee
   There shall be an annual fee for the permit in the amounts shown below. The fee includes an additional 2% annual increase. The FY 2012 payment shall be due upon G&C approval. Subsequent payments shall be made on the first day of July commencing in 2013, and yearly until the aforementioned termination date, without demand.

FY 2013:	$5,797.00
FY 2014:	$5,913.00
FY 2015:	$6,031.00
FY 2016:	$6,152.00
FY 2017:	$6,275.00

3. Continuance of Agreement
   Except as specifically amended and modified by the terms and conditions of this Renewal Option, the Permit and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

APPALACHIAN MOUNTAIN CLUB

_____ Date: 12/12/12
John D. Judge, President (Duly authorized)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Concur:

_____ Date: 01/18/13
Gail A. Wolek, Deputy Director

_____ Date: 1-23-13
Philip A. Bryce, Acting Commissioner

Approved as to form, substance and execution
by the Attorney General's Office

_____ Date: 1/29/13

Approved by Governor and Council: Date:_____ Item#:_____

PAB/ttl.111412

RECEIVED
MAY 15 2012
D.R.E.D.

Appalachian Mountain Club

Phil Bryce, Director
NH Division of Parks & Recreation
172 Pembroke Road
Concord, NH 03302-1856

May 7, 2012

Dear Phil,

This letter serves as the Appalachian Mountain Club's formal request to renew the Special Use Permit for Lonesome Lake Hut situated on the northwesterly side of Lonesome Lake, identified as Lot No. 15, in the Town of Lincoln, NH. The permit expires on June 30, 2012 and our request is to renew the permit and accompanying amendments for an additional five-year term as stipulated in the current permit. Our extensive history at Lonesome Lake and partnership with the Division of Parks & Recreation underscores our commitment to public service and the backcountry recreation experience of New Hampshire visitors. We continue to be proud of the consistent level of service we provide to the visiting public in the area and we look forward to maintaining our year-round responsibilities of public information, education, search and rescue, and site maintenance.

Thank you for taking the time to review our request and I look forward to hearing from you soon.

Sincerely,

Eric Pedersen
AMC Huts Manager

Ext 8135

Main office • Five Joy Street, Boston, MA 02108-1490 617-523-0655
Pinkham Notch Visitor Center • Route 16, Box 298, Gorham, NH 03581-0298 603-466-2721
Highland Center at Crawford Notch • General Delivery, Route 302, Bretton Woods, NH 03575-9999 603-278-4453
www.outdoors.org

1 #91

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

GEORGE M. BALD
Commissioner

ALLISON MCLEAN
Director

(603)271-3556
FAX: (603)271-3553
WEB: www.nhstateparks.org
E-MAIL: nhparks@dred.state.nh.us

COPY

June 27, 2007

His Excellency Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

In accordance with RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Parks and Recreation (DRED) to issue a Special Use Permit (SUP) to the **Appalachian Mountain Club (AMC)** in the amount of $5,000 annually for the use of state-owned property known as Lonesome Lake in Lincoln upon Governor and Council approval through June 30, 2012, with an option for an additional five year extension, with Governor and Executive Council approval. Funds to be deposited in State Parks Fund.

EXPLANATION

Since 1979, the Department has granted the Appalachian Mountain Club utilization of state-owned property and land for the purposes of providing services to the general public at Lonesome Lake by Special Use Permit. This permit renewal continues this mutually beneficial partnership and the long tradition of providing services to the public by the AMC.

The attached agreement has been approved by the Department of Justice as to form, substance and execution.

Respectfully submitted,

Allison A. McLean
Allison A. McLean
Director

Approved by,

George M. Bald
George M. Bald
Commissioner

AAM/BC/ttl

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

COPY

SPECIAL USE PERMIT

The Department of Resources and Economic Development through the Division of Parks and Recreation, hereinafter referred to as the State, under authority granted in RSA 227-H:9, hereby issues a Special Use Permit to the **Appalachian Mountain Club, 5 Joy Street, Boston, MA 02108**, hereinafter referred to as the Permittee, to use the below described state property for the following purposes:

State Land State of New Hampshire owned property and land immediately adjacent to the rustic structures owned by the Permittee situated on the northwesterly side of Lonesome Lake, identified as Lot No. 15, Range 10, in the Town of Lincoln, New Hampshire, and defined on the map in Appendix A.

Purpose of Permit To allow the aforementioned non-profit corporation to utilize said State land to provide services to the general public.

Period of Use To hold for a period of five (5) years from the date of Governor and Executive Council approval to June 30, 2012, unless sooner terminated in accordance with this permit. The Permittee may be granted an additional five (5) year extension with Governor and Executive Council approval. The Commissioner of the Department of Resources and Economic Development reserves the right to revoke the option of the Permittee to extend the term hereof, or to revise the fee for any extension period, upon 90 days notice to the Permittee.

Fee There shall be an annual fee for the permit. Annual payments shall be in the sum of $5,000.00 payable on the first day of July, commencing in 2007 and yearly until the aforementioned termination date without demand.

The permit is given under the following conditions:

1. Permittee and all persons using these premises with the consent of the Permittee shall comply with all laws and regulations of the State of New Hampshire governing state forests, state parks and state owned or leased lands.

2. It is the intent of the parties hereto that the Permittee shall be legally considered as an independent contractor and that neither the Appalachian Mountain Club nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall, at no time be legally responsible for any negligence on the part of said Permittee, his servants or agents resulting in either personal or property damage to any individual, firm or corporation.

3. Permittee may operate to provide such services to the public at such rates as is its custom, but shall not sublet use of premises by any other person or persons without the written permission of the Director of Parks and Recreation, or his/her duly authorized agent.

4. Accurate annual attendance figures and its annual financial statement shall be provided to the Division of Parks and Recreation. Such reports shall be submitted with the Permittee's

annual payment to the Division.

5. Permittee agrees that no wood or timber, except dead or downed trees, which may be used for fuel purposes, shall be cut for use by the Permittee or anyone using these premises with the consent of the Permittee, except with the approval of the Director of the Division of Parks and Recreation, or his/her duly authorized agents.

6. Permittee agrees that the Director of the Division of Parks and Recreation or any of his/her duly authorized agents at any time may examine and inspect any and all property located and situated on and within these premises. Furthermore, the Permittee agrees to comply with all reasonable requests of the Director of the Division of Parks and Recreation or any of his/her agents.

7. Permittee shall be responsible for all costs associated with the ownership of the structures, including improvements, painting and grounds keeping. Additionally, the Permittee shall maintain the structures and associated areas in a clean and presentable manner.

8. Any substantial alterations, changes or improvements made to the structures or surrounding grounds must be first approved in writing by the Director of the Division of Parks and Recreation.

9. Permittee shall be responsible for any and all permits required by federal, state, or local rules and regulations.

10. This permit may be amended only by an instrument in writing and signed by both parties.

11. This permit shall be subject to cancellation by the Director of the Division of Parks and Recreation, through the Commissioner of the Department of Resources and Economic Development, in the event of failure of the Permittee to perform, keep and observe any of the conditions of the permit and the failure of the Permittee to correct the default or breach within a reasonable time specified by the Director of the Division of Parks and Recreation, by giving the Permittee thirty (30) days written notice of cancellation.

12. Permittee shall carry insurance coverage in the amount of Two Million Dollars ($2,000,000). Said insurance shall include personal liability in the amount of One Million Dollars ($1,000,000) for injuries to any one person and Two Million Dollars ($2,000,000) for injury to two or more persons and Five Hundred Thousand Dollars ($500,000) for damage to property, which insurance shall be extended to cover the State in respect to the foregoing indemnification.

13. The Permittee shall defend, indemnify, and hold harmless the State, and its officers and employees, from and against any and all losses suffered by the State, it officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Permittee or its subcontractors, agents or assignees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. All property of every kind on the leased premises shall be at the sole risk of the Permittee and the State shall not be liable to the Permittee or any other person for any injury, loss,

damage, or inconvenience occasioned by any cause whatsoever to said property. In case the premises, or any part thereof, shall, during the said term of this permit, be destroyed by fire or unavoidable casualty so the same shall be rendered unfit for use and habitation, then, and in such case, the rents hereinbefore reserved or a just proportionate part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until said premises shall have been put into proper condition for use by the Permittee, or, at the option of the Department, the permit shall be terminated.

15. During the term of this permit, any extension thereof, or in the event of non renewal, the State of New Hampshire shall have the right to purchase the Permittee's improvements, to remove them, or to require the Permittee to remove them, at the option of the State of New Hampshire, and the State of New Hampshire shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of consideration shall be fixed by mutual agreement between the State of New Hampshire and the Permittee and shall be accepted by the Permittee in full satisfaction of all claims against the State of New Hampshire under this clause. If mutual agreement is not reached, the State of New Hampshire shall determine the amount and if the Permittee is dissatisfied with the amount thus determined to be due the Permittee, the Permittee may first appeal the determination in writing to the Commissioner of the Department of Resources and Economic Development. Upon the payment to the Permittee of 75% of the amount fixed by the Commissioner, the right of the State of New Hampshire to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

The parties hereto have set their hands the date herein named.

APPALACHIAN MOUNTAIN CLUB

Andrew J. Falender Date
Executive Director, Duly Authorized

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Concur:

Allison A. McLean, Director Date
Division of Parks and Recreation 4/19/07

George M. Bald, Commissioner Date
Dept Resources & Economic Development 6/6/07

Approved to Form, Substance, and Execution,

Attorney General's Office Date 6/11/07
NH Department of Justice

Governor and Executive Council Approved: Date June 27, 2007 Item # 91
AAM/ttl 030507