



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

March 3, 2014

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

REQUESTED ACTIONS

1. Pursuant to RSA 4:40, the New Hampshire Fish and Game Department requests approval and consent of the Governor and Council to lease a 1+/- acre lot located on Greenough Pond in Wentworth's Location to Donald Couture with the terms and conditions of the approval of the Long Range and Capital Planning and Utilization Committee. Effective upon Governor and Council approval through June 30, 2018. Funds are to be deposited in account, 20-07500-21550000-405234, Wildlife Habitat Conservation.

FY 2014	\$ 3,981.57
FY 2015	4,070.15
FY 2016	4,160.72
FY 2017	4,253.30
FY 2018	<u>4,347.93</u>
	\$20,813.67

2. Pursuant to RSA 4:40, the New Hampshire Fish and Game Department requests approval and consent of the Governor and Council to lease a 3+/- acre lot located on Greenough Pond in Wentworth's Location to Elmer Lang of the North Country Outing Club with the terms and conditions of the approval of the Long Range and Capital Planning and Utilization Committee. Effective upon Governor and Council approval through June 30, 2018.

Funds are to be deposited in account, 20-07500-21550000-405234, Wildlife Habitat Conservation.

FY 2014	\$ 3,981.57
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FY 2016	4,160.72
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FY 2018	<u>4,347.93</u>
	\$20,813.67

EXPLANATION

On March 27, 2013 the Fish and Game Department took ownership of 934 acres surrounding the Greenough Ponds in Errol and Wentworth's Location. At the time of acquisition there were two camp lease lots on the property. The Department seeks approval to enter into a four year lease with Donald Couture of Berlin, NH and Elmer Lange of the North Country Outing Club of Milan, NH. These leases have been recommended by the Council on Resources and Development and approved by the Long Range Capital Planning and Utilization Committee.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division



LRCP 13-044

Richard Cook, Land Agent
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, New Hampshire 03301
Phone: 603-271-2111

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MALDONADO, FA
Director, Audit Division
phone: 603-271-2183

October 25, 2013

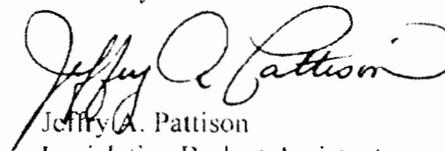
Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, New Hampshire 03301

Dear Executive Director Normandeau,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on October 22, 2013, **amended** and approved the request of the New Hampshire Fish and Game Department to enter into two (2) leases for: 1) an approximately three (3) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to the North Country Outing Club of Milan, NH at the annual cost of \$3,981.57, which includes a \$1,100 Administrative Fee, and 2) for an approximately one (1) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to Donald Couture of Berlin, NH at the annual cost of \$3,981.57, which includes a \$1,100 Administrative Fee, as specified in the request dated September 26, 2013.

The Committee amended the request so that **each lease would extend through June 30, 2018, with the proviso that the terms and conditions fall under standard Fish and Game lease procedures.**

Sincerely,


Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Richard Cook, Land Agent
N.H. Fish and Game Department

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Glenn Normandeau, Executive Director
Department of Fish and Game

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 7, 2013

SUBJECT: Surplus Land Review, SLR 13-005-WENTWORTH'S LOCATION

Effective April 29, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish and Game:

Request to lease a one-acre lot with several camp buildings on the northern shore of Greenough Pond in Wentworth Location to Donald Couture of Berlin.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-005 as submitted, noting **comments from the NH Division of Historical Resources that lease language include consultation with DHR if changes are proposed to the land or buildings.**

cc: Richard Cook, Department of Fish and Game
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
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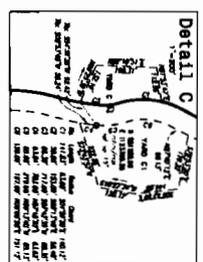
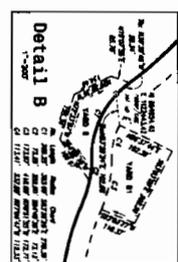
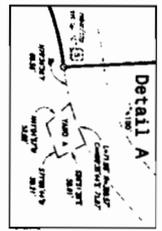
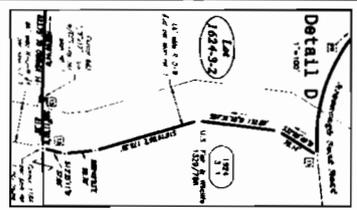
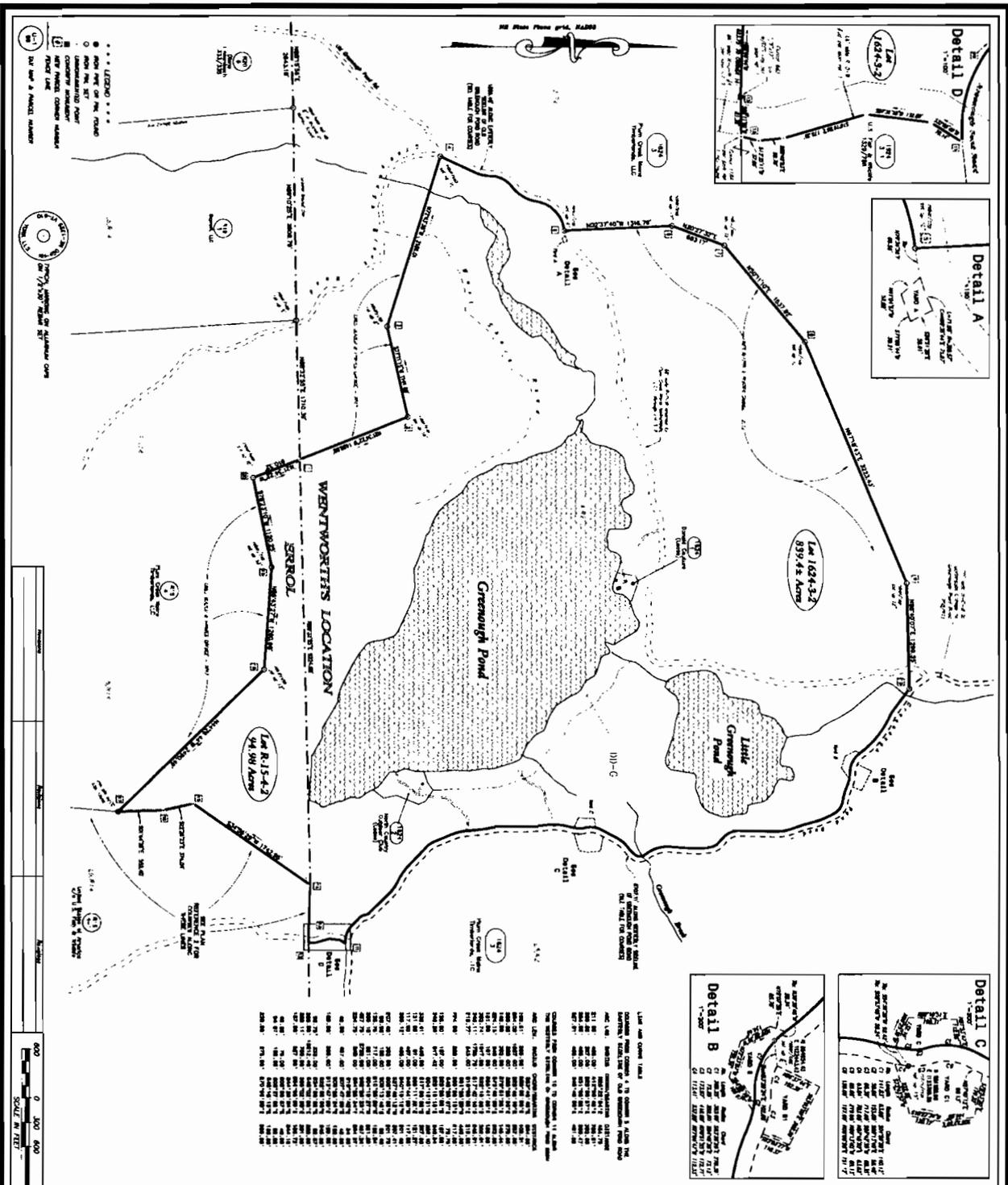
SUBJECT: Surplus Land Review, SLR 13-006-WENTWORTH'S LOCATION

Effective April 29, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish and Game:

Request to lease a three-acre lot with several camp buildings on the eastern shore of Greenough Pond in Wentworth's Location to the North Country Outing Club.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-006 as submitted, noting **comments from the NH Division of Historical Resources that lease language include consultation with DHR if changes are proposed to the land or buildings.**

cc: Richard Cook, Department of Fish and Game
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee



Lot 1624-3-2
899.44 Acres

Lot R-1-4-2
144.59 Acres

Lot 1624-3-1
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Lot 1624-3-100
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YORK LAND SERVICES, LLC
Riverside Courtyards 3 Twelfth Street
Berlin, New Hampshire 03570 (603) 752-7282

Land of
PUM CREEK MAINE TIMBERLAND, LLC
Wentworth Location Tar Map 1624, Lot 4.2
Kodak 16, Coos County, New Hampshire
prepared for
NEW HAMPSHIRE FISH & GAME

OS/Field Station: 10/17/12
Date: 11/1/12
Scale: 1" = 400 Feet
Sheet: 1 of 2



PLAN DESCRIPTIONS:

- The plan shows the location of the proposed development, including the location of the proposed development, the location of the proposed development, and the location of the proposed development.
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NOTES:

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License No. GPWMA-1

Mr. Donald Couture
635 Fourth Avenue.
Berlin, NH, 03570

**GRENOUGH PONDS WILDLIFE MANAGEMENT AREA
RECREATIONAL CABIN AND SITE LICENSE AGREEMENT**

The State of New Hampshire, acting through The Fish and Game Department, with its principal office at 11 Hazen Drive, Concord, NH 03301 (“Licensor”), and Donald Couture, with an address 635 Fourth Avenue, Berlin, NH 03570 (“Licensee”) enter and execute this Recreational Cabin and Site License Agreement (the “Agreement”) effective as of _____.

IN CONSIDERATION of the payments to be made and the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS: As used herein the following terms shall have the following meanings:
 - a. “Licensee” shall include Donald Couture claiming entitlement to use the Licensed Site pursuant to this Agreement.
 - b. The “Licensor” shall include The Fish and Game Department, its employees, agents and contractors.
 - c. The “Licensed Site” shall mean the area of land described in Paragraph 3 of this Agreement.
 - d. The “Licensed Premises” shall mean the buildings, improvements and fixtures located on the “Licensed Site.
2. GREENOUGH PONDS WILDLIFE MANAGEMENT AREA PURPOSE: Licensee hereby acknowledges that the Licensed Site is located within the Greenough Ponds Wildlife Management Area that was established for the following conservation purposes:
 - A. To assure that the property will be retained in a predominantly natural, forested, and open space condition;
 - B. To protect and conserve the native biological diversity and natural habitats of the property, including but not limited to the conservation values or interests of the property, and any rare plants and animals, exemplary natural communities, and significant wildlife and fish habitats, and the ecological processes that sustain these natural heritage features;
 - C. To preserve, conserve and compatibly manage the property for the protection of water quality and aquatic habitat of the Greenough Ponds.

License No. GPWMA-1

D. To sustain the property's remote, undeveloped open spaces for the enjoyment, education, and benefit of the general public;

E. To provide for public pedestrian outdoor recreational uses of the property, such as hiking, bird watching, cross-country skiing, hunting, trapping, and fishing; and to provide for public use through snowmobiling on designated trails.

F. To manage the Wildlife Management Area to protect and conserve the array of wildlife and fish species and habitats native to the region and appropriate to the landscape, particularly those species identified by state or federal agencies as species of conservation concern.

3. DESCRIPTION OF THE LICENSED SITE

Town: Wentworth's Location

County: Coos

State: New Hampshire

Description: The licensed site shall include 1.0 acres on the north side of the Greenough Pond known at Wentworth's Location Tax Map 1624, Lot 1.

4. **TERM:** The term of this Agreement commences upon Approval of the New Hampshire Governor and Executive Council and ending June 30, 2018. At the expiration of said term, this Agreement shall terminate without notice to Licensee. The parties acknowledge that future agreements will be for four (4) year terms.

5. **FEES:** During the term of this Agreement, Licensee shall make annual license payments to the Licensor in accordance with the following schedule:

<u>License Fee</u>	<u>Due Date</u>	<u>Period Covered</u>
\$3,981.57		7/1/2013—6/30/2014 (prorated to and due on date of G&C approval)
\$4,070.15	7/1/2014	7/1/2014 – 6/30/2015
\$4,160.72	7/1/2015	7/1/2015 – 6/30/2016
\$4,253.30	7/1/2016	7/1/2016 – 6/30/2017
\$4,347.93	7/1/2017	7/1/2017 – 6/30/2018

License fee increases based upon a four year average of the change in the Consumer Price Index.

Pursuant to RSA 72:23 the Licensee shall pay and discharge when due and payable, any and all taxes, charges, assessments, and other impositions levied upon the buildings, improvements, and fixtures on the Licensed Site. Failure of Licensee to pay such taxes and/or the imposition of a lien on the Licensed Site, or such buildings, structures, or improvements by any governmental authority or creditor as a result of such failure shall constitute a default of this Agreement and shall be cause to terminate this License.

Payment of License fees shall be paid within 30 days from the due date. For all amounts paid between thirty and fifty-nine days of the due date, Licensee shall pay an additional \$25.00 processing fee in addition to the amounts prescribed above. For all amounts paid between sixty and eighty-nine days of the due date, Licensee shall pay an additional \$50.00 processing fee in addition to the amounts

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prescribed above. Upon non-payment for ninety days and any day thereafter, the Licensor may, at its sole discretion, terminate this Agreement in its entirety.

6. **USE AND OCCUPATION OF LAND:** The Licensor hereby permits Licensee to enter upon and occupy seasonal buildings and other improvements on the Licensed Site for the purpose of hunting, fishing, trapping and engaging in other outdoor recreation on the Licensed Site, but for no other purpose. Licensee shall not engage in any commercial activities on the Licensed Site, including receipt of compensation for guests staying there, and shall not engage in any use of the Licensed Site not specified herein without the prior written consent of the Licensor.

Neither the Licensed Site nor the camp thereon shall be used as a primary home or year-round residence.

Licensee will at all times during the term of this License observe and conform to all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority, for the time being applicable to said Licensed Site and/or any buildings and improvements thereon, or use thereof.

7. **ACCESS:** The Licensor hereby licenses Licensee to enter upon other land owned by the Licensor for the purpose of gaining access to the Licensed Site. Licensee shall have the right to use any open road on other land of the Licensor while traveling to and from said Licensed Site, subject to those restrictions described in Paragraph 8.

Any license fee received by the Licensor is for the use of the Licensed Site only and is not to be construed as providing Licensee with any greater rights of access over the Licensor's property or other property of the State of New Hampshire than is provided to the general public. Except, Licensee is entitled to thirty (30) days written notice prior to any annual anniversary date of this lease in order to terminate such access rights over the Licensor's property.

Licensee agrees that it travels over the roads and land of the Licensor at Licensee's own risk. Licensee shall indemnify, hold harmless, defend and reimburse the Licensor and the State from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of the travel of Licensee over the land of the State of New Hampshire.

8. **CONDITIONS:** 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. Licensee shall not construct or establish on the Licensed Site any building or other improvements without the prior written consent of the Licensor. 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 Licensor 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 Licensee, become a part of this Agreement.

License No. GPWMA-1

A. **Existing Structure Improvements**: Any renovation or reconstruction, including the existing seasonal dock shall conform to all applicable laws and regulations, and be subject to the approval process described in Paragraph 8C. Permission to use the existing seasonal dock is granted to Mr. Couture personally. Said permission shall expire upon the death of Mr. Couture, or the transfer of this Agreement to anyone other than Mr. Couture.

B. **Improvement Approval**: Licensee shall obtain written consent of the Licensor prior to any renovation, reconstruction, or other improvements of any kind on the Licensed Site. The Licensor shall not give such consent until Licensee has supplied detailed improvement plans including the following:

- a statement of the intended use
- dimensioned sketches showing plan and vertical views of the proposed improvements
- a dimensioned sketch showing proposed improvement location and setback distances with respect to lot lines, shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area, and existing improvements.

The Licensor will approve the proposed improvement provided that it meets the above standards and otherwise meets, in the Licensor's sole judgment, these development criteria: (1) compatible with the natural surroundings; (2) unobtrusive on the landscape; (3) modest in size (i.e. the aggregate footprint of the impervious surfaces, inclusive of decks and other structures, shall not exceed 1,000 square feet in area and 25 feet in height, unless the impervious surfaces of existing improvements currently exceed such dimensions, in which case there shall be no further expansion of such improvements); (4) has low impact on the environment; and (5) not otherwise degrading natural resource values. The Licensor may impose reasonable conditions on its approval of the proposed project in order to meet these criteria.

Once approval has been granted, the required permits must be obtained and a copy forwarded to the Licensor for their record keeping prior to construction.

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 this License Agreement.

C. **Use of Mobile Accommodations**: Mobile homes and large motor homes/RV shall not be used on the Licensed Site. Other mobile accommodations (small RV, travel trailer, truck camper, tent trailer, tents) shall not be used as camp or accessory structures, and any other use of same (interim use during camp construction, or short term use by Licensee's guests) must meet regulatory requirements.

D. **Sanitary Waste and Gray Water Disposal**: The construction, expansion, use, and maintenance of any sanitary waste facilities or gray water system on the Licensed Site must comply with State Plumbing Codes and regulations. Any construction, reconstruction or placement of these must meet the approval and other requirements of paragraph 8C. No drains, sewers, or wastewater outlets shall empty on the surface of the ground or empty into any lake, pond, bog or stream.

License No. GPWMA-1

E. **Road Construction / Maintenance**: Licensee shall not improve any road, driveway or associated parking area without the prior written consent of the Licensor. Construction shall be at Licensee's expense.

Licensee must provide an on-lot or off-lot parking area in a manner to avoid obstruction of any road open to travel. Said lot must be approved by the Licensor prior to construction.

Road maintenance (including snow plowing) on the Licensor's land will be performed only as necessary for the Licensor's management activities and the State's operations. Maintenance of any road is not implied and should not under any circumstances be expected. However, when the Licensor ceases to maintain a road it owns necessary for Licensee's access to the Licensed Site, Licensee may maintain said road with permission of and in accordance with the specifications of the Licensor.

F. **Road Use**: The Licensor retains the right to close, lock, or otherwise restrict access along, through, or over roads, gates, or rights of way under their control at any time during periods of saturated road conditions or high fire danger, or when management operations make traveling hazardous in the opinion of the Licensor, or for other purposes deemed necessary by the Licensor.

G. **Gates**: No gate, cable or chain to restrict access shall be installed without prior written consent of the Licensor. Any consented gate, cable or chain will be erected at Licensee's expense and design and locks and keys must conform to the Licensor's standards. The Licensee must provide keys to the Licensor for all gates, cables and chains erected on the Licensed Site.

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

H. **Utilities**: The expansion of public or private utilities systems into areas not currently serviced will not be allowed.

I. **Housekeeping**: Licensee shall maintain all buildings and other improvements located on the Licensed Site during the term of this License Agreement in sound, safe and proper order. Failure to maintain the Licensed Site to acceptable standards of neatness and cleanliness, in the sole judgment of the Licensor, shall constitute a default under this Agreement.

Licensee shall dispose of all garbage, trash, and other solid waste by removing all such material from the property and depositing of same at an approved facility maintained for such purpose at sole cost to Licensee. Notwithstanding any prior practice, positively no disposal shall take place on or in any land or waters of the Licensor or neighboring owners.

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 any other land of the Licensor. Any unauthorized vehicle shall be removed at the expense of Licensee.

License No. GPWMA-1

J. **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.

K. **Landscaping**: Licensee shall not cut, use or remove any timber, trees, wood or other forest products on the Licensed Site for any purpose including firewood, except for clearing activity done in accordance with an approved building permit, without prior written permission. 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. Debris from authorized cutting shall not be piled off lot, within 100 feet of any water body, or within fifty feet of the centerline of any roads. Removal of dead or hazardous problem trees from the Licensed Site shall be coordinated with the Licensor's representative and accomplished at Licensee's expense.

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 License Site or other land of the Licensor. "Non-native" means species that do not naturally occur in the Androscoggin River Watershed. This prohibition applies to all plant species including grass seed, ornamental plants, shrubs, trees, and vegetables.

Any earth or soil removal or relocation by any means is prohibited without permission of the Licensor.

State laws strictly regulate any shoreline alteration or improvements such as, but not limited to, docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. Licensee shall not make such alterations or improvements without obtaining the Licensor's permission in writing prior to undertaking such work and complying with said laws.

No fences are allowed without approval of the Licensor.

L. **State Recreational Use Laws**: Licensee shall fully comply with all State statutes, rules, and regulations dealing with fishing, wildlife, and recreational use of public and private property. The Licensee shall cooperate with the State of New Hampshire Fish and Game Department in the enforcement of public safety and the protection of resources.

M. **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 are prohibited unless written landowner permission and a fire warden permit are obtained. No incinerators shall be permitted on Licensed Site.

N. **Fire and Vandalism**: Licensee shall use every precaution to prevent damage to the timber, trees, wood and other forest resources on the Licensed Site, and improvements thereon from fire, vandalism, or malicious mischief. Licensee shall take all reasonable action to suppress any fire,

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which occurs on the Licensed Site and shall immediately report fire or other damage to the Licensor and appropriate authorities.

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

O. Firewood: Licensee shall have the right to utilize dead and down timber only on the Licensed Site and solely for use as fuel wood on the Licensed Site.

P. Restricted Use of Licensed Site and other lands of the Licensor: Licensee shall not use snowmobiles on any plowed roads located on other land of the Licensor. Licensee shall not use all-terrain vehicles (ATV's) on roads or on the Licensed Site.

Licensee shall not interfere with logging or other forestry operations on the Licensed Site or Adjoining Land by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. Licensee shall not interfere or meddle with the property of others, including, but not limited to, any cut wood fiber, logging equipment, dams, boats, tools, signs, notices, utility lines, communication towers, or other property whether on the Licensed Site or other lands of the licensor, and Licensee shall prevent such interference by any invitees, guests, employees or agents of Licensee.

Licensee shall be liable for all damage caused by Licensee to the Licensed Site, or other lands of the Licensor, its property and its operations. Any damage caused by Licensee shall be an event of default under this Agreement. Licensee shall reimburse the Licensor for the costs and losses associated with any such damage or interference.

Monumentation indicating boundaries of the Licensed Site shall not be disturbed in any way.

Q. Nuisance Behavior: Licensee shall not engage in any noxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on land of the Licensor, or any activity that may result in a diminution in the value of the Licensor's land.

R. Right to Pass: The rights granted to Licensee pursuant to this License Agreement shall not in any way affect the right of the Licensor to enter upon, use and enjoy the Licensed Site at any and all times for any purpose, including forestry, land management, timber harvesting, road construction, maintenance and the like. To the extent that any portion of the Licensed Site is claimed to be situated within fifty feet of the centerline of any road, the parties acknowledge the right of the State of New Hampshire and its agents to enter upon and use such portion of the Licensed Site for road repair, reconstruction and maintenance. The Licensor shall have the right to enter upon the Licensed Site, the buildings, and/or other improvements located thereon for any purpose, including inspection of the Licensed Site, buildings and/or other improvements or in the event of an emergency. Licensee acknowledges that the Licensor's activities may affect the Licensee's enjoyment of the Licensed Site, and Licensee expressly consents to such activities and in particular any visual, noise and/or aesthetic impacts.

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S. The Licensors shall inspect the Licensed Site periodically to monitor Licensee's compliance with the provisions of this Paragraph.

9. ENCUMBRANCES: Licensee shall not at any time mortgage or otherwise encumber the Licensed Site. However, nothing contained herein shall prevent Licensee from giving a mortgage on buildings and improvements erected by Licensee; provided however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Licensor hereunder, particularly with reference to termination of this lease and regaining possession of the leased property upon termination. Any mortgagee or creditor of Licensee shall be limited to the same rights of Licensee, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

10. RIGHT OF FIRST REFUSAL: In the event Licensee desires to sell or convey or offer to sell the Licensed Premises or buildings allowed by the license or if the Licensee receives an offer from a third party to purchase the licensed premises and the Licensee desires to accept such an offer, the Licensee must first offer the Premises to the Licensor for fair market value as determined by an appraisal provided by a New Hampshire certified general appraiser obtained by the Licensor. The sale and purchase of the Licensed Site at fair market value will close within 180 days of the offer, unless a longer period is agreed to by the parties.

11. TRANSFERS AND ASSIGNMENTS: Licensee shall not transfer, assign or otherwise encumber this License Agreement or any rights arising hereunder without the prior written consent of the Licensor. 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. In approving any assignments or transfers hereunder, the Licensor may require the transferee or assignee to pay to the Licensor an additional administrative processing fee not to exceed fifty percent (50%) of the annual lease fee for this License Agreement in the year the transfer or assignment is approved by the Licensor. The Licensor may transfer or assign this License Agreement at any time for any reason. The Licensor may request additional information as part of its evaluation of a prospective Licensee, and has no obligation to issue a Site License Agreement to any party that the Licensor, in its sole discretion, determines to be an unsuitable Licensee.

12. DEFAULT/TERMINATION FOR CAUSE: If Licensee shall fail to pay the license fee 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 this license or any subsequent reasonable changes in or additions to said regulations imposed pursuant to Paragraph 8 hereof, the Licensor need not make demand of the actual rent due and shall have the right at its option at any time thereafter to terminate this License, re-enter and take possession of the Licensed Site after giving (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the Licensor, 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 Licensor may have at law. No waiver by the Licensor 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 Licensor shall not be liable to refund to Licensee any payments made by Licensee hereunder.

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13. **OWNERSHIP OF BUILDING AND OTHER IMPROVEMENTS:** Any buildings or improvements presently located on the Licensed Site or subsequently established on the Licensed Site by Licensee during the term of this Agreement shall become the property of the Licensor upon termination of this Agreement unless removed by Licensee not later than one hundred eighty (180) days following termination of this Agreement. If Licensee removes any buildings or improvements on the Licensed Site, Licensee shall restore the Licensed Site to a condition satisfactory to the Licensor, or the Licensor may restore the Licensed Site to a satisfactory condition and Licensee shall reimburse the Licensor for any costs associated with such restoration.

14. **HOLD HARMLESS AND INDEMNIFICATION:** Licensee shall indemnify, hold harmless, defend and reimburse the Licensor generally, and the State when the Licensed Site or improvements encroach upon the State's roads and lands, from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of any act or omission of Licensee in its use of the Licensed Site or Adjoining Land.

15. **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 Licensor at their respective addresses listed on page 1 of this License Agreement. Notice shall be deemed given on the day it is received. Payment of fees shall be made by check or money order to the Licensor and shall be delivered to or mailed by regular first class mail to the Licensor's address set forth on page 1 of this License Agreement.

16. **INSURANCE:** Licensee shall take out and maintain during the term of this License Agreement, automobile, personal injury and property damage liability insurance covering its use of the Licensed Site and other lands of the Licensor and the use of vehicles on, to and from the Licensed Site, and the enjoyment of all the rights in and to the Licensed Site granted in this License Agreement in an amount satisfactory to the Licensor. Certificates indicating the amount of such coverage shall be presented to the Licensor within thirty (30) days of execution of this license and shall provide at least thirty days' written notice to the Licensor in the event of cancellation, termination or other material change in the scope of such insurance coverage. Such policies of insurance shall name the Licensor as an additional insured.

17. **NO WARRANTIES:** The Licensor, hereby, makes no express or implied warranties to Licensee as to the Licensor's right, title or interest in the Licensed Site or as to the adaptability or suitability of the Licensed Site or for the uses set forth herein.

18. **ENTIRE AGREEMENT:** This License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to this License Agreement shall be in writing and duly executed by the parties hereto.

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 this License Agreement and, where applicable, shall survive the termination of this License Agreement.

22. 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 this License, 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.

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

WITNESS:

Richard Cook

STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

Glenn Normandeau
Glenn Normandeau, Executive Director

WITNESS:

Janet Gallucci

LICENSEE

Donald W. Couture
Donald Couture

License No. GPWMA-2

Elmer Lang
115 Spruceville Road
Milan, NH, 03588

**GRENOUGH PONDS WILDLIFE MANAGEMENT AREA
RECREATIONAL CABIN AND SITE LICENSE AGREEMENT**

The State of New Hampshire, acting through The Fish and Game Department, with its principal office at 11 Hazen Drive, Concord, NH 03301 (“Licensor”), and Elmer Lang, a member of the North Country Outdoor Club, with an address 115 Spruceville Road, NH 03588 (“Licensee”) enter and execute this Recreational Cabin and Site License Agreement (the “Agreement”) effective as of _____.

IN CONSIDERATION of the payments to be made and the mutual covenants set forth herein, the parties agree as follows:

1. **DEFINITIONS:** As used herein the following terms shall have the following meanings:
 - a. “Licensee” shall include Elmer Lang (a member of the North Country Outing Club) and invitees claiming entitlement to use the Licensed Site pursuant to this Agreement.
 - b. The “Licensor” shall include The Fish and Game Department, its employees, agents and contractors.
 - c. The “Licensed Site” shall mean the area of land described in Paragraph 3 of this Agreement.
 - d. The “Licensed Premises” shall mean the buildings, improvements and fixtures located on the “Licensed Site.”

2. **GRENOUGH PONDS WILDLIFE MANAGEMENT AREA PURPOSE:** Licensee hereby acknowledges that the Licensed Site is located within the Greenough Ponds Wildlife Management Area that was established for the following conservation purposes:
 - A. To assure that the property will be retained in a predominantly natural, forested, and open space condition;

 - B. To protect and conserve the native biological diversity and natural habitats of the property, including but not limited to the conservation values or interests of the property, and any rare plants and animals, exemplary natural communities, and significant wildlife and fish habitats, and the ecological processes that sustain these natural heritage features;

 - C. To preserve, conserve and compatibly manage the property for the protection of water quality and aquatic habitat of the Greenough Ponds.

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D. To sustain the property's remote, undeveloped open spaces for the enjoyment, education, and benefit of the general public;

E. To provide for public pedestrian outdoor recreational uses of the property, such as hiking, bird watching, cross-country skiing, hunting, trapping, and fishing; and to provide for public use through snowmobiling on designated trails.

F. To manage the Wildlife Management Area to protect and conserve the array of wildlife and fish species and habitats native to the region and appropriate to the landscape, particularly those species identified by state or federal agencies as species of conservation concern.

3. DESCRIPTION OF THE LICENSED SITE

Town: Wentworth's Location

County: Coos

State: New Hampshire

Description: The licensed site shall include that portion of Wentworth's Location Tax Map 1624, Lot 2 which lies north and west of a line fifty feet south and east of the road running within said tax lot from Greenough Pond Road to Greenough Pond.

4. **TERM:** The term of this Agreement commences upon Approval of the New Hampshire Governor and Executive Council and ending June 30, 2018. At the expiration of said term, this Agreement shall terminate without notice to Licensee. The parties acknowledge that future agreements will be for four (4) year terms.

5. **FEES:** During the term of this Agreement, Licensee shall make annual license payments to the Licensor in accordance with the following schedule:

<u>License Fee</u>	<u>Due Date</u>	<u>Period Covered</u>
\$3,981.57		7/1/2013—6/30/2014 (prorated to and due on date of G&C approval)
\$4,070.15	7/1/2014	7/1/2014 – 6/30/2015
\$4,160.72	7/1/2015	7/1/2015 – 6/30/2016
\$4,253.30	7/1/2016	7/1/2016 – 6/30/2017
\$4,347.93	7/1/2017	7/1/2017 – 6/30/2018

License fee increases based upon a four year average of the change in the Consumer Price Index.

Pursuant to RSA 72:23 the Licensee shall pay and discharge when due and payable, any and all taxes, charges, assessments, and other impositions levied upon the buildings, improvements, and fixtures on the Licensed Site. Failure of Licensee to pay such taxes and/or the imposition of a lien on the Licensed Site, or such buildings, structures, or improvements by any governmental authority or creditor as a result of such failure shall constitute a default of this Agreement and shall be cause to terminate this License.

Payment of License fees shall be paid within 30 days from the due date. For all amounts paid between thirty and fifty-nine days of the due date, Licensee shall pay an additional \$25.00 processing fee in

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addition to the amounts prescribed above. For all amounts paid between sixty and eighty-nine days of the due date, Licensee shall pay an additional \$50.00 processing fee in addition to the amounts prescribed above. Upon non-payment for ninety days and any day thereafter, the Licensor may, at its sole discretion, terminate this Agreement in its entirety.

6. **USE AND OCCUPATION OF LAND:** The Licensor hereby permits Licensee to enter upon and occupy seasonal buildings and other improvements on the Licensed Site for the purpose of hunting, fishing, trapping and engaging in other outdoor recreation on the Licensed Site, but for no other purpose. Licensee shall not engage in any commercial activities on the Licensed Site, including receipt of compensation for guests staying there, and shall not engage in any use of the Licensed Site not specified herein without the prior written consent of the Licensor.

Neither the Licensed Site nor the camp thereon shall be used as a primary home or year-round residence.

Licensee will at all times during the term of this License observe and conform to all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority, for the time being applicable to said Licensed Site and/or any buildings and improvements thereon, or use thereof.

7. **ACCESS:** The Licensor hereby licenses Licensee to enter upon other land owned by the Licensor for the purpose of gaining access to the Licensed Site. Licensee shall have the right to use any open road on other land of the Licensor while traveling to and from said Licensed Site, subject to those restrictions described in Paragraph 8.

Any license fee received by the Licensor is for the use of the Licensed Site only and is not to be construed as providing Licensee with any greater rights of access over the Licensor's property or other property of the State of New Hampshire than is provided to the general public. Except, Licensee is entitled to thirty (30) days written notice prior to any annual anniversary date of this lease in order to terminate such access rights over the Licensor's property.

Licensee agrees that it travels over the roads and land of the Licensor at Licensee's own risk. Licensee shall indemnify, hold harmless, defend and reimburse the Licensor and the State from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of the travel of Licensee over the land of the State of New Hampshire.

8. **CONDITIONS:** 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. Licensee shall not construct or establish on the Licensed Site any building or other improvements without the prior written consent of the Licensor. 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 Licensor 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 Licensee, become a part of this Agreement.

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A. Existing Structure Improvements: Any renovation or reconstruction, shall conform to all applicable laws and regulations, and be subject to the approval process described in Paragraph 8B.

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

- a statement of the intended use
- dimensioned sketches showing plan and vertical views of the proposed improvements
- a dimensioned sketch showing proposed improvement location and setback distances with respect to lot lines, shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area, and existing improvements.

The Licensor will approve the proposed improvement provided that it meets the above standards and otherwise meets, in the Licensor's sole judgment, these development criteria: (1) compatible with the natural surroundings; (2) unobtrusive on the landscape; (3) modest in size (i.e. the aggregate footprint of the impervious surfaces, inclusive of decks and other structures, shall not exceed 1,000 square feet in area and 25 feet in height, unless the impervious surfaces of existing improvements currently exceed such dimensions, in which case there shall be no further expansion of such improvements); (4) has low impact on the environment; and (5) not otherwise degrading natural resource values. The Licensor may impose reasonable conditions on its approval of the proposed project in order to meet these criteria.

Once approval has been granted, the required permits must be obtained and a copy forwarded to the Licensor for their record keeping prior to construction.

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 this License Agreement.

C. Use of Mobile Accommodations: Mobile homes and large motor homes/RVs shall not be used on the Licensed Site. Other mobile accommodations (small RV, travel trailer, truck camper, tent trailer, tents) shall not be used as camp or accessory structures, and any other use of same (interim use during camp construction, or short term use by Licensee's guests) must meet regulatory requirements.

D. Sanitary Waste and Gray Water Disposal: The construction, expansion, use, and maintenance of any sanitary waste facilities or gray water system on the Licensed Site must comply with State Plumbing Codes and regulations. Any construction, reconstruction or placement of these must meet the approval and other requirements of paragraph 8C. No drains, sewers, or wastewater outlets shall empty on the surface of the ground or empty into any lake, pond, bog or stream.

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E. Road Construction / Maintenance: Licensee shall not improve any road, driveway or associated parking area without the prior written consent of the Licensor. Construction shall be at Licensee's expense.

Licensee must provide an on-lot or off-lot parking area in a manner to avoid obstruction of any road open to travel. Said lot must be approved by the Licensor prior to construction.

Road maintenance (including snow plowing) on the Licensor's land will be performed only as necessary for the Licensor's management activities and the State's operations. Maintenance of any road is not implied and should not under any circumstances be expected. However, when the Licensor ceases to maintain a road it owns necessary for Licensee's access to the Licensed Site, Licensee may maintain said road with permission of and in accordance with the specifications of the Licensor.

F. Road Use: The Licensor retains the right to close, lock, or otherwise restrict access along, through, or over roads, gates, or rights of way under their control at any time during periods of saturated road conditions or high fire danger, or when management operations make traveling hazardous in the opinion of the Licensor, or for other purposes deemed necessary by the Licensor.

G. Gates: No gate, cable or chain to restrict access shall be installed without prior written consent of the Licensor. Any consented gate, cable or chain will be erected at Licensee's expense and design and locks and keys must conform to the Licensor's standards. The Licensee must provide keys to the Licensor for all gates, cables and chains erected on the Licensed Site.

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

H. Utilities: The expansion of public or private utilities systems into areas not currently serviced will not be allowed.

I. Housekeeping: Licensee shall maintain all buildings and other improvements located on the Licensed Site during the term of this License Agreement in sound, safe and proper order. Failure to maintain the Licensed Site to acceptable standards of neatness and cleanliness, in the sole judgment of the Licensor, shall constitute a default under this Agreement.

Licensee shall dispose of all garbage, trash, and other solid waste by removing all such material from the property and depositing of same at an approved facility maintained for such purpose at sole cost to Licensee. Notwithstanding any prior practice, positively no disposal shall take place on or in any land or waters of the Licensor or neighboring owners.

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 any other land of the Licensor. Any unauthorized vehicle shall be removed at the expense of Licensee.

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J. 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.

K. Landscaping: Licensee shall not cut, use or remove any timber, trees, wood or other forest products on the Licensed Site for any purpose including firewood, except for clearing activity done in accordance with an approved building permit, without prior written permission. 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. Debris from authorized cutting shall not be piled off lot, within 100 feet of any water body, or within fifty feet of the centerline of any roads. Removal of dead or hazardous problem trees from the Licensed Site shall be coordinated with the Licensor's representative and accomplished at Licensee's expense.

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 License Site or other land of the Licensor. "Non-native" means species that do not naturally occur in the Androscoggin River Watershed. This prohibition applies to all plant species including grass seed, ornamental plants, shrubs, trees, and vegetables.

Any earth or soil removal or relocation by any means is prohibited without permission of the Licensor.

State laws strictly regulate any shoreline alteration or improvements such as, but not limited to, docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. Licensee shall not make such alterations or improvements without obtaining the Licensor's permission in writing prior to undertaking such work and complying with said laws.

No fences are allowed without approval of the Licensor.

L. State Recreational Use Laws: Licensee shall fully comply with all State statutes, rules, and regulations dealing with fishing, wildlife, and recreational use of public and private property. The Licensee shall cooperate with the State of New Hampshire Fish and Game Department in the enforcement of public safety and the protection of resources.

M. 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 are prohibited unless written landowner permission and a fire warden permit are obtained. No incinerators shall be permitted on Licensed Site.

N. Fire and Vandalism: Licensee shall use every precaution to prevent damage to the timber, trees, wood and other forest resources on the Licensed Site, and improvements thereon from fire, vandalism, or malicious mischief. Licensee shall take all reasonable action to suppress any fire,

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which occurs on the Licensed Site and shall immediately report fire or other damage to the Licensor and appropriate authorities.

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

O. Firewood: Licensee shall have the right to utilize dead and down timber only on the Licensed Site and solely for use as fuel wood on the Licensed Site.

P. Restricted Use of Licensed Site and other lands of the Licensor: Licensee shall not use snowmobiles on any plowed roads located on other land of the Licensor. Licensee shall not use all-terrain vehicles (ATV's) on roads or on the Licensed Site.

Licensee shall not interfere with logging or other forestry operations on the Licensed Site or Adjoining Land by, for example, blocking roads with vehicles or causing damage to roads by driving over them during adverse climactic conditions. Licensee shall not interfere or meddle with the property of others, including, but not limited to, any cut wood fiber, logging equipment, dams, boats, tools, signs, notices, utility lines, communication towers, or other property whether on the Licensed Site or other lands of the licensor, and Licensee shall prevent such interference by any invitees, guests, employees or agents of Licensee.

Licensee shall be liable for all damage caused by Licensee to the Licensed Site, or other lands of the Licensor, its property and its operations. Any damage caused by Licensee shall be an event of default under this Agreement. Licensee shall reimburse the Licensor for the costs and losses associated with any such damage or interference.

Monumentation indicating boundaries of the Licensed Site shall not be disturbed in any way.

Q. Nuisance Behavior: Licensee shall not engage in any noxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on land of the Licensor, or any activity that may result in a diminution in the value of the Licensor's land.

R. Right to Pass: The rights granted to Licensee pursuant to this License Agreement shall not in any way affect the right of the Licensor to enter upon, use and enjoy the Licensed Site at any and all times for any purpose, including forestry, land management, timber harvesting, road construction, maintenance and the like. To the extent that any portion of the Licensed Site is claimed to be situated within fifty feet of the centerline of any road, the parties acknowledge the right of the State of New Hampshire and its agents to enter upon and use such portion of the Licensed Site for road repair, reconstruction and maintenance. The Licensor shall have the right to enter upon the Licensed Site, the buildings, and/or other improvements located thereon for any purpose, including inspection of the Licensed Site, buildings and/or other improvements or in the event of an emergency. Licensee acknowledges that the Licensor's activities may affect the Licensee's enjoyment of the Licensed Site, and Licensee expressly consents to such activities and in particular any visual, noise and/or aesthetic impacts.

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S. The Licensor shall inspect the Licensed Site periodically to monitor Licensee's compliance with the provisions of this Paragraph.

9. **ENCUMBRANCES:** Licensee shall not at any time mortgage or otherwise encumber the Licensed Site. However, nothing contained herein shall prevent Licensee from giving a mortgage on buildings and improvements erected by Licensee; provided however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Licensor hereunder, particularly with reference to termination of this lease and regaining possession of the leased property upon termination. Any mortgagee or creditor of Licensee shall be limited to the same rights of Licensee, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

10. **RIGHT OF FIRST REFUSAL:** In the event Licensee desires to sell or convey or offer to sell the Licensed Premises or buildings allowed by the license or if the Licensee receives an offer from a third party to purchase the licensed premises and the Licensee desires to accept such an offer, the Licensee must first offer the Premises to the Licensor for fair market value as determined by an appraisal provided by a New Hampshire certified general appraiser obtained by the Licensor. The sale and purchase of the Licensed Site at fair market value will close within 180 days of the offer, unless a longer period is agreed to by the parties.

11. **TRANSFERS AND ASSIGNMENTS:** Licensee shall not transfer, assign or otherwise encumber this License Agreement or any rights arising hereunder without the prior written consent of the Licensor. 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. In approving any assignments or transfers hereunder, the Licensor may require the transferee or assignee to pay to the Licensor an additional administrative processing fee not to exceed fifty percent (50%) of the annual lease fee for this License Agreement in the year the transfer or assignment is approved by the Licensor. The Licensor may transfer or assign this License Agreement at any time for any reason. The Licensor may request additional information as part of its evaluation of a prospective Licensee, and has no obligation to issue a Site License Agreement to any party that the Licensor, in its sole discretion, determines to be an unsuitable Licensee.

12. **DEFAULT/TERMINATION FOR CAUSE:** If Licensee shall fail to pay the license fee 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 this license or any subsequent reasonable changes in or additions to said regulations imposed pursuant to Paragraph 8 hereof, the Licensor need not make demand of the actual rent due and shall have the right at its option at any time thereafter to terminate this License, re-enter and take possession of the Licensed Site after giving (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the Licensor, 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 Licensor may have at law. No waiver by the Licensor 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 Licensor shall not be liable to refund to Licensee any payments made by Licensee hereunder.

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13. OWNERSHIP OF BUILDING AND OTHER IMPROVEMENTS: Any buildings or improvements presently located on the Licensed Site or subsequently established on the Licensed Site by Licensee during the term of this Agreement shall become the property of the Licensor upon termination of this Agreement unless removed by Licensee not later than one-hundred and eighty (180) days following termination of this Agreement. If Licensee removes any buildings or improvements on the Licensed Site, Licensee shall restore the Licensed Site to a condition satisfactory to the Licensor, or the Licensor may restore the Licensed Site to a satisfactory condition and Licensee shall reimburse the Licensor for any costs associated with such restoration.

14. HOLD HARMLESS AND INDEMNIFICATION: Licensee shall indemnify, hold harmless, defend and reimburse the Licensor generally, and the State when the Licensed Site or improvements encroach upon the State's roads and lands, from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of any act or omission of Licensee in its use of the Licensed Site or Adjoining Land.

15. 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 Licensor at their respective addresses listed on page 1 of this License Agreement. Notice shall be deemed given on the day it is received. Payment of fees shall be made by check or money order to the Licensor and shall be delivered to or mailed by regular first class mail to the Licensor's address set forth on page 1 of this License Agreement.

16. INSURANCE: Licensee shall take out and maintain during the term of this License Agreement, automobile, personal injury and property damage liability insurance covering its use of the Licensed Site and other lands of the Licensor and the use of vehicles on, to and from the Licensed Site, and the enjoyment of all the rights in and to the Licensed Site granted in this License Agreement in an amount satisfactory to the Licensor. Certificates indicating the amount of such coverage shall be presented to the Licensor within thirty (30) days of execution of this license and shall provide at least thirty days' written notice to the Licensor in the event of cancellation, termination or other material change in the scope of such insurance coverage. Such policies of insurance shall name the Licensor as an additional insured.

17. NO WARRANTIES: The Licensor, hereby, makes no express or implied warranties to Licensee as to the Licensor's right, title or interest in the Licensed Site, or as to the adaptability or suitability of the Licensed Site or for the uses set forth herein.

18. ENTIRE AGREEMENT: This License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to this License Agreement shall be in writing and duly executed by the parties hereto.

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 this License Agreement and, where applicable, shall survive the termination of this License Agreement.

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22. 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 this License, 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.

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

WITNESS:

STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

Richard Cook

Glenn Normandeau
Glenn Normandeau, Executive Director

WITNESS:

LICENSEE

Janet Roberge

Elmer Lang
Elmer Lang