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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

May 16, 2016

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

REQUESTED ACTION

Pursuant to RSA 216-A:3, authorize the Department of Resources and Economic Development to purchase four (4) remote camps and associated improvements at the market value of \$215,000 and all existing furnishings at the market value of \$3,000 for a total purchase price of \$218,000 at Umbagog Lake State Park in Errol, NH, from Harwood Ellis and Benjamin Ellis, in accordance with the attached Purchase and Sale Agreement, effective upon Governor and Executive Council approval through June 30, 2016. **100% Agency Income**

Funding is available as follows:

	<u>FY 2016</u>
03-35-35-351510-37010000 Parks Administration	\$215,000
033-500149 Land Acquisitions and Easements	
03-35-35-351510-37200000 Service Parks	\$ 3,000
030-500321 Equipment New/Replacement	

EXPLANATION

The Ellis Family has decided to sell the camps, with furnishings, it has owned and maintained since 1961 through a lease on the shore of Lake Umbagog. As a condition of the lease, the State, (which now owns the shore) has the first option to purchase the camps in the event an owner should sell. Upon purchase, the four camps will become part of the campground and available for nightly rentals providing a unique remote camp experience to the State's citizens and visitors. Annual revenue is estimated between \$20,000 and \$35,000 based upon current occupancy at the campground and remote campsites.

A 50-year termination policy for camp leases was established for both state and federal ownerships when the Lake Umbagog National Wildlife Refuge was established in 1992. In 2010, a new policy was instituted where camps could be transferred to immediate family members; however, the state has first right of refusal and the US Fish and Wildlife Service (USFWS) had a second right of refusal if an owner wants to sell their property (NOTE: this was in response to USFWS opposition to continuing the camps). The purchase of the Ellis camps would preserve the historic North Country tradition on this land and make it available to the general public.

Umbagog Lake State Park is the busiest state park in the North Country. Currently, the 9.6-acre mainland portion of the Park comprises a 30 site base campground and also serves as the management and launching

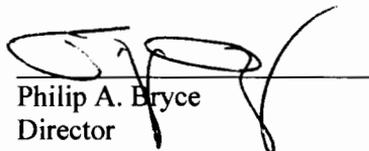
point for 34 remote campsites spread out across much of Umbagog Lake. Sixteen (16) of the remote sites are on federal land operated through a permit with the USFWS.

Scot Heath of Heath Appraisal Services has appraised the market value of the camps and associated improvements at \$215,000. The Parks Retail Manager determined the market value of the furnishings at \$3,780 based upon experience in retail, both within and outside of State government. Copies of both appraisals are attached for your information.

The Attorney General's Office has approved the Purchase and Sale Agreement, Bill of Sale, and Warranty Deed as to form, substance and execution.

Respectfully Submitted,

Concur,



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner

PURCHASE AND SALE AGREEMENT

The State of New Hampshire, by its Department of Resources and Economic Development, of 172 Pembroke Road, Concord, New Hampshire 03301 ("BUYER") agrees to buy, and Harwood Ellis, of 195 Montsweag Road, Woolwich, ME, 04579, and Benjamin Ellis, of PO Box 6310, Jackson, WY, 83002 ("SELLER") agree to sell certain property ("PROPERTY") on the terms and conditions ("AGREEMENT") set forth below:

1. PROPERTY: The PROPERTY to be conveyed is all the buildings and associated improvements including the "Ellis Cabin", "Ben's Cabin", "Jenny's Cabin", "Honeymoon Cabin", "Woodshed/Toolshed", two privies, a small wood heated sauna, and a dock and boat ramp as depicted on EXHIBIT A here attached, and all furnishings as listed here as Attachment #1 of a Bill Of Sale here attached as EXHIBIT B, located within Umbagog State Park and known as "Camp Lot License Site U-JR-01", Errol, Coos County, New Hampshire. Camp Lot License Site U-JR-01 is also identified on the Town of Errol tax maps as Tax Map #R9 - Lot 2.

2. PURCHASE PRICE: The PURCHASE PRICE ("PURCHASE PRICE") shall be **Two Hundred and Fifteen Thousand Dollars (\$215,000.00)** for the camps and associated improvements, and **Three Thousand Dollars (\$3,000.00)** for the furnishing pursuant to EXHIBIT B. The **TOTAL PURCHASE PRICE shall be Two Hundred and Eighteen Thousand (\$218,000.00)** to be paid by the BUYER to the SELLER by check from the Treasurer, State of New Hampshire, at the closing.

3. Title and Deed: The SELLER shall convey the PROPERTY to the BUYER by warranted deed ("WARRANTY DEED").

4. Closing: The WARRANTY DEED shall be delivered and exclusive possession shall be given to the BUYER, and the BUYER shall tender the PURCHASE PRICE to the SELLER, no later than June 30th, 2016. The date, time and location of the closing shall be mutually agreed to by the SELLER and the BUYER.

5. Real PROPERTY and Transfer Taxes: This transfer is exempt from the real estate transfer tax under RSA 78-B:2(I).

6. Conditions Precedent: The SELLER's obligations under the AGREEMENT, including its obligation to sell the PROPERTY, are subject to the following condition, which run to the BUYER's exclusive benefit:

- a) On or before **July 1, 2016**, the BUYER must obtain approvals from the Governor and Executive Council to purchase the PROPERTY.

7. Risk of Loss: Risk of loss relative to any damage or loss to the PROPERTY shall be on the SELLER until closing. In case of loss, any sums recoverable from insurance shall be paid or assigned at the Closing to the BUYER.

8. Time: Time is of the essence for all dates and time periods in the AGREEMENT.

9. Default: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

10. Notices: All notices shall be sent to the parties at their addresses set forth above. Any press release regarding this transaction shall be first approved by the SELLER.

11. Merger: All representations, statements and agreements made by and between the BUYER and the SELLER are merged in the AGREEMENT which alone fully and completely expresses their respective rights and obligations.

12. Governing Law: The AGREEMENT is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.

13. Counterparts: The AGREEMENT may be executed in two (2) or more counterparts, all of which shall constitute but one (1) AGREEMENT.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 13th day of May, 2016.

BUYER

NH Department of Resources and Economic Development

Witness

By:

Jeffrey J. Rose
Jeffrey J. Rose
Commissioner
Duly authorized

5/2/16
Date

SELLER

Catherine G. Kershner
Witness Catherine G. Kershner

By: HEE
Harwood "Tim" Ellis

4/29/16
DATE

Maureen
Witness

By: Ben Ellis
Benjamin Ellis

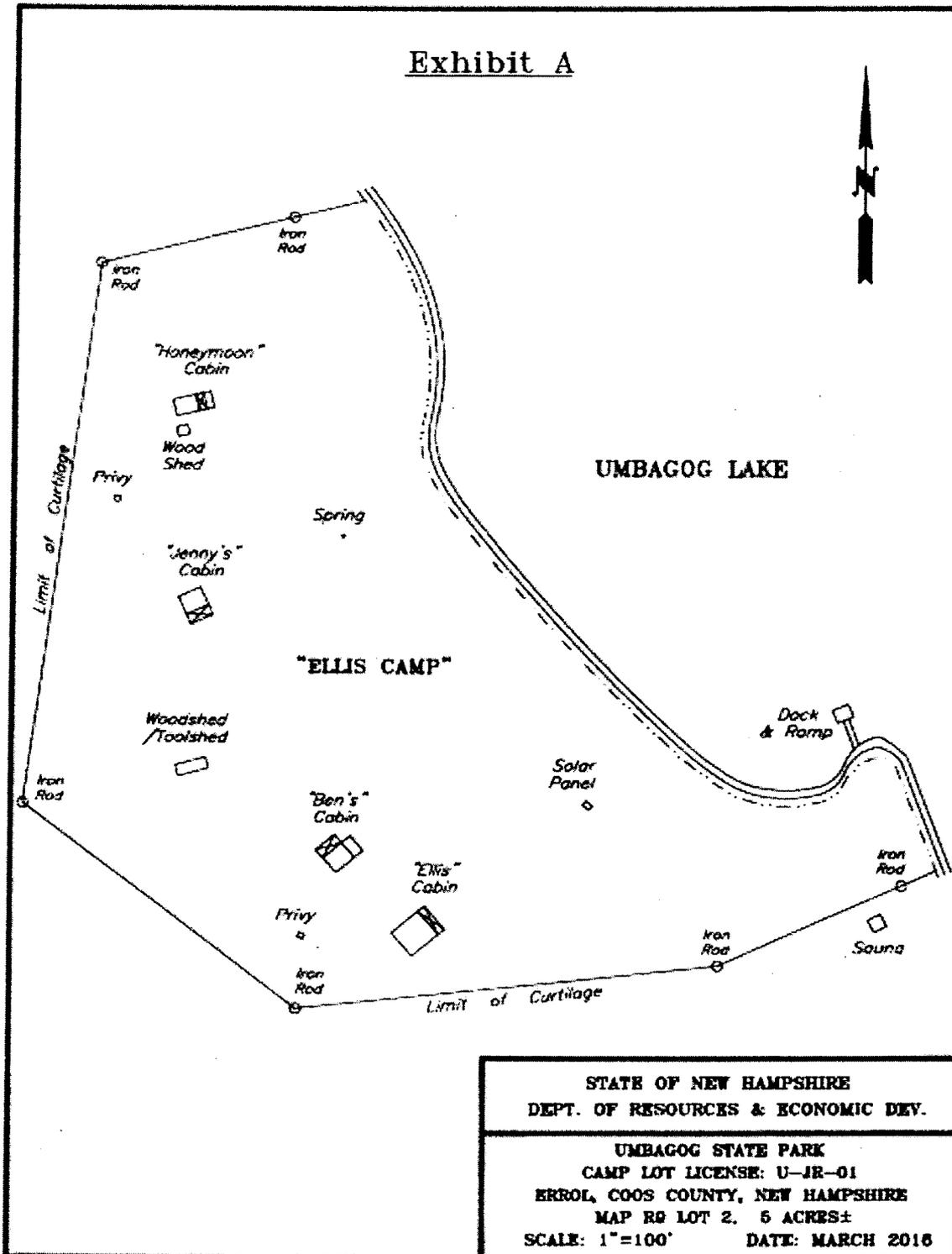
4/29/16
DATE

Approved as to form, substance and execution by the Office of the Attorney General.

5/13/16
Date

Brian Buonamano
Brian Buonamano
Assistant Attorney General

Exhibit A



BILL OF SALE

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

IN CONSIDERATION OF the sum of **Three Thousand Dollars (\$3,000)**, paid by Treasurer – State of New Hampshire check, the receipt of which is acknowledged, Harwood “Tim” Ellis of 195 Montsweag Road, Woolwich, ME 04579 (the “SELLER”) **SELLS AND DELIVERS** to the State of New Hampshire Department of Resources and Economic Development of 172 Pembroke Road, Concord, NH 03301 (the “purchaser”), the following camp furnishings (the “Furnishings”) listed here attached as Attachment A.

The SELLER warrants that:

1. SELLER is legal owner of Furnishings;
2. Furnishings are clear of all liens, and encumbrances;
3. SELLER has full right and authority to sell and transfer the Furnishings, and
4. SELLER will warrant and defend the title of the Furnishings against any and all claims and demands of all persons

The Furnishings are being sold in an “as is” condition and the SELLER expressly disclaims all warranties, whether expressed or implies, including but not limited to any implied warranty of merchantability of fitness for a particular purpose. Further, the SELLER disclaims any warranty as to the condition of the Furnishings. The SELLER does not assume or authorize any other person to assume on behalf of any other person to assume on behalf of the SELLER, any liability in connection with the sale of the Furnishings. The SELLER’s above disclaimer of warranties does not in any way affect the terms of any applicable warranties from the manufacturer of the Furnishings.

The Purchaser has been given the opportunity to inspect the Furnishings, or to have it inspected, and the Purchaser has accepted the Furnishings and **Agrees to Purchase** the Furnishings in their existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the State of New Hampshire.

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SELLER

By: H. Ellis Date 4/27/16
Harwood "Tim" Ellis

THE STATE OF Maine
COUNTY OF Cumberland, SS.

Personally appeared before me the above named Harwood "Tim" Ellis has acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Katherine G. Kershner
Justice of the Peace/Notary Public
(seal or stamp)

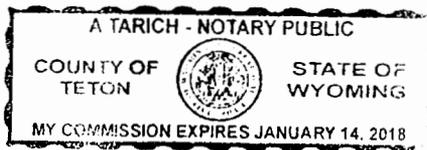


By: B. Ellis Date 4/29/16
Benjamin Ellis

THE STATE OF Wyoming
COUNTY OF Teton, SS.

Personally appeared before me the above named Benjamin Ellis has acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Marciob
Justice of the Peace/Notary Public
(seal or stamp)



PURCHASER

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: Jeffrey J. Rose
Jeffrey J. Rose, Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss**

On this 1st day of May, 2016, Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

Linda Corriveau
Justice of the Peace/Notary Public
My Commission Expires: **LINDA F. CORRIVEAU, Notary Public**
(seal or stamp) ~~My Commission Expires September 3, 2019~~

Approved as to form, substance and execution by the Office of the Attorney General:

Date: 5/13, 2016

Brian Buonamano
Brian Buonamano
Assistant Attorney General
of the State of New Hampshire

This purchase by the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council at a meeting held in Executive Council Chambers, Concord, New Hampshire on _____, Agenda Item No. _____

Ellis Umbagog Camps Furnishings
Offered to the State for \$3,000

The Ellis Camp

Two camp rocking chairs
Six Camp style straight back dining room table chairs
Four stools
Two hard wood dining room tables
A collection of books
A complete set of cooking equipment—utensils, cast iron and other frying pans, cooking pots,
A full set of eating utensils
Plates, bowls, glasses, mugs, etc.
Two trunks with a assorted sheets, blankets, pillowcases, etc.
One futon – sleeps two
Four foam mattresses for the bunk room bunk beds
Wood fired cook stove
Wood fired heating stove
Six galvanized pails for carrying water from the spring

“Ben’s” Camp

One camp rocking chair
One straight back chair
One futon
A complete set of cooking equipment—utensils, frying pans, cooking pots,
A full set of eating utensils
Plates, bowls, glasses, mugs, etc.
Foam mattresses for the loft
Wood fired heating stove
Small hard wood dining table
Chairs for dining table
One trunk with assorted bedding
Two stools

“Jenny’s” Camp

Same as Ben’s camp

“Honeymoon” Camp

Same as Ben’s camp

Woodshed

Assorted nails, screws, fasteners

Shovels, rakes, Garden tools
Assorted hand tools
Building jacks
Assorted lumber and firewood
One older Stihl Weed whacker–still works
The student ropes and wires

One float, ramp, pier – needs work

One wood heated sauna – needs new roof

Return to:

Bill Carpenter
Department of Resources and Economic Development
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

**This transfer is exempt from
the payment of real estate
transfer tax pursuant to
NH RSA 78-B:2(I)**

WARRANTY DEED

WE, **Harwood Ellis**, of 195 Montsweag Road, Woolwich, ME, 04579, and **Benjamin Ellis**, of PO Box 6310, Jackson, WY, 83002, ("GRANTOR"), for consideration paid, grant to the **State of New Hampshire**, through its Department of Resources and Economic Development ("DRED"), with a principal office at 172 Pembroke Road, Concord, New Hampshire, 03301 ("GRANTEE"), with warranty covenants, all of our rights, title, and interest to certain buildings and improvements ("PROPERTY"), located on leased land ("License U-JR-01") currently owned by the State of New Hampshire and known as Umbagog State Park. The Property is located in the Town of Errol, County of Coos, State of New Hampshire.

The PROPERTY being more particularly described as follows:

Ellis Cabin, Ben's Cabin, Jenny's Cabin, Honeymoon Cabin, the Woodshed/Toolshed, two privies, the small wood heated sauna, the dock and the ramp. The PROPERTY is sited on the leased lot shown on Tax Map R9, Lot 2, being about 5 acres, more or less, and is also shown on the attached "Exhibit A".

Meaning and Intending: To convey the four recreational cabins, maintenance building and other associated buildings and improvement known as the Ellis Camp in the Town of Errol, New Hampshire to the State of New Hampshire through its Department of Resources and Economic Development.

The PROPERTY conveyed herein is not homestead property of the GRANTOR.

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GRANTOR

By: H. Ellis Date 4/27/16
Harwood Ellis

THE STATE OF Maine
COUNTY OF Cumberland, SS.

Personally appeared before me the above named Harwood Ellis has acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Katherine G. Kershner
Justice of the Peace/Notary Public
(seal or stamp)



By: Benjamin Ellis Date 4/29/16
Benjamin Ellis

THE STATE OF Wyoming
COUNTY OF Teton, SS.

Personally appeared before me the above named Benjamin Ellis has acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Marion
Justice of the Peace/Notary Public
(seal or stamp)



Approved as to form, substance and execution:

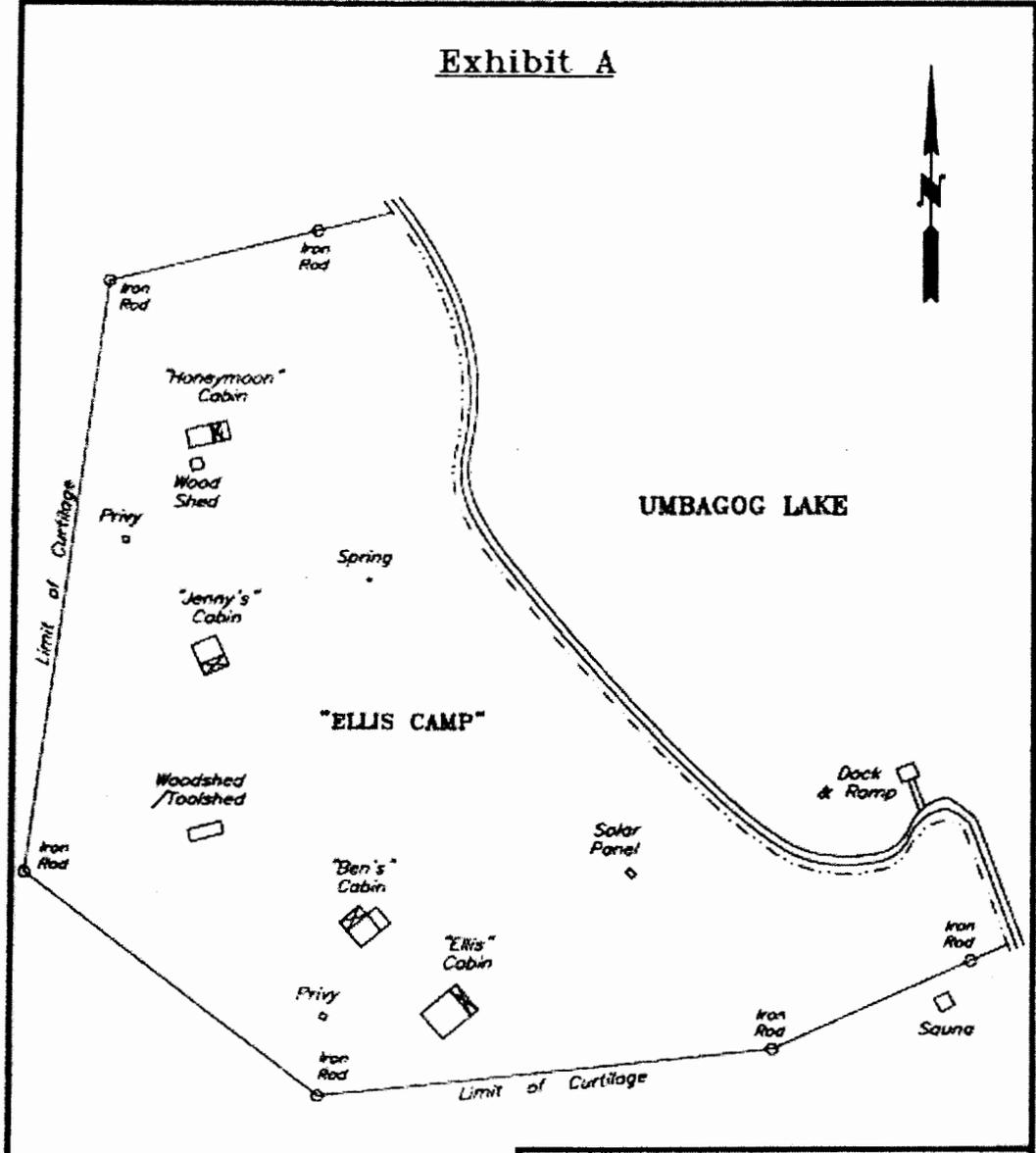
5/13/16
Dated

**STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL**

Brian Buonamano
Brian Buonamano, Esquire
Assistant Attorney General

Approved by NH Governor and Executive Council on _____, Agenda Item No. _____

Exhibit A



STATE OF NEW HAMPSHIRE
DEPT. OF RESOURCES & ECONOMIC DEV.

UMBAGOG STATE PARK
CAMP LOT LICENSE: U-JR-01
ERROL, COOS COUNTY, NEW HAMPSHIRE
MAP R9 LOT 2, 5 ACRES±
SCALE: 1"=100' DATE: MARCH 2016

Heath Appraisal Services

140 SECOND NEW HAMPSHIRE TURNPIKE NORTH
FRANCESTOWN, NH 03043

SCOT D. HEATH
(603) 588-3020
FAX (603) 588-3048

March 11, 2016

William Carpenter, Administrator, Land Management
State of New Hampshire
Department of Resources and Economic Development
Division of Forests and Lands
172 Pembroke Road
Post Office Box 1856
Concord, New Hampshire 03302-1856

RE: Leasehold Interest; undefined area with the improvements thereon, located on Lake Umbagog, Errol, New Hampshire; interest of Harwood and Benjamin Ellis.

Dear Mr. Carpenter:

As requested, I have completed the appraisal of the above-referenced real property interest. Based upon my investigations and analyses, market value of the leasehold interest in the subject property, including the improvements thereon, "as-is" as of November 16, 2015, being the date of inspection, was concluded at the level of...

\$215,000

The accompanying report outlines the appraisal process and sets forth the rationale and methodology leading to the final opinion of market value set forth above. Your attention is called to the Table of Contents which outlines the report, the Assumptions and Limiting Conditions which apply to this report, and to the Certificate of Appraisal (Certification). Furthermore, it must be noted there is an Extraordinary Assumption in that it is assumed that there is clear title to the property without encumbrances or restrictions in addition to those identified, in the absence of a current title report.

Sincerely,


Scot D. Heath
Certified General Appraiser
(NHCG-211)

Per our conversation and related to my experience in business operations I have appraised the following items during a recent trip to Umbagog State Park.

Be advised that I have personally inspected the personal property of Harwood Jr. Ellis and Benjamin Ellis. Said inspection took place on Monday, April 4th, 2016 at the address of **Umbagog Lake**, Errol Property Record Number Map R0009-0002-0000.

THE ELLIS CAMP-

Magee Majestic Cook Stove	\$ 250.00
Mahogany Dining Room Table W/ 6 Pressed Straight Back Chairs	\$ 150.00
Three Woven Seated Rocking Chairs + Arm Chair	\$ 75.00
Four Wood Flat Seat Stools	\$ 50.00
Collection of Books & Games	\$ 50.00
Cooking Accessories, Utensils, Pans, Pots, Plates, Bowls, Glasses	\$ 75.00
Winship Dome Steamer Trunk	\$ 75.00
Plastic Tuff Box Storage Container	\$ 20.00
Four Foam Mattresses- Twin Size	\$ 100.00
Atlantic 130 Heating Stove	\$ 100.00
Six Galvanized Pails	\$ 30.00
White Birch/Outdoor Scene Water Color	\$ 15.00
Folky Bird Art Scene	\$ 15.00
Five Drawer Bureau	\$ 40.00
White Medicine Cabinet W/ Skelton Key	\$ 75.00
Vintage Vega 5 String Open Back Banjo	\$ 350.00
Bausch & Lomb Spotting Discover Telescope	\$ 75.00
Wood Snow Shoes	\$ 30.00
Wood Stick Double Wall Shelf	\$ 25.00
Two Acoustic Guitars -Rough	\$ 100.00
Futon Wood Frame	\$ 125.00

BENS'S CABIN

Rocking Chair	\$ 25.00
Cooking Accessories, Utensils, Pans, Pots, Plates, Bowls, Glasses	\$ 75.00
Small Mahogany Table W/ Two Chairs	\$ 50.00
Three Woven Chairs	\$ 35.00
Jotul Wood Stove Model 602	\$ 325.00
Two Stools	\$ 20.00

Metal Futon	\$ 100.00
Mattress for Loft	\$ 25.00

JENNY'S CAMP

Wood Stove	\$ 250.00
Cooking Accessories, Utensils, Pans, Pots, Plates, Bowls, Glasses	\$ 75.00
Antique Mission Style End Table	\$ 75.00
Green Arm Chair -Wicker	\$ 20.00
Wood Futon	\$125.00

HONEYMOON CAMP

Metal Trunk	\$ 35.00
Woven Rocking Chair	\$ 20.00
Oak Side Table W/ Drawer	\$ 40.00
Pine Top Table W/ Five Asst. Chairs	\$ 75.00
Metal Futon	\$ 100.00

WOODSHED

Asst. Screws, Nails, Etc	\$ 25.00
Shovels, Rakes, Tools	\$ 75.00
Stihl Weedwacker	\$ 100.00
Half Cord Split Wood	\$ 150.00
Circular Mill Saw Blade	\$ 35.00
Old Town Canoe w/ Small Holes	\$ 100.00

TOTAL PAGES 1-2 \$ **3,780**

Respectfully submitted,

Grant R. Goulet

Values as of date of appraisal- April 12th, 2016