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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

June 3, 2014

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

REQUESTED ACTION

- 1) Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development to renew Camp Lot Licenses for 10 camp lots at Umbagog State Park for 5-year terms at the rents as shown on the attached Umbagog State Park Licensee/Annual 5-Year Rent Schedule upon Governor and Executive Council approval, from July 1, 2014 through June 30, 2019.
- 2) Further authorize the Department to make a one-time increase to the annual rents by 6.7% over the 5-year term.

EXPLANATION

Umbagog State Park, located in Errol, provides licensed sites for 10 privately-owned camps. These camps existed on the land at the time of State acquisition in 1992 and have continued under a "Camp Lot License Program". The 5-year term of all current licenses expires on June 30, 2014, and the Department wishes to renew them for another 5-years.

Pursuant to Section 4 "Rents and Taxes", the annual rents shall be adjusted at every five (5) – year renewal by the accumulated change in the consumer price index (Northeast Housing) over the last 5-years. Therefore, according to the Northeast Housing Index, all license fees will be subject to a one-time increase of 6.7% to reflect the accumulated change. Real estate taxes on the camps, if any, shall be paid by the Licensee.

Your approval shall be subject to final approval of the draft Camp Lot License Agreement by the Department of Justice. Copies of the fully executed licenses will be kept on file at the Department.

Anticipated revenue from the Umbagog State Park Camp Lot License Program is \$17,961 per year. The Licenses are administered by the Division of Forests and Land on lands zoned "forestry" within the Park, therefore, revenue will be deposited into the Forest Management and Protection Fund pursuant to RSA 227-G:5(I).

Your approval is respectfully requested.

Respectfully submitted,

Concurred,


Brad W. Simpkins
Interim Director


Jeffrey J. Rose
Commissioner

Attachments

Department of Resources and Economic Development - Division of Forests and Lands

Umbagog Camp Fees

Lot #	First Name	Last Name	Address	Town	State	Zip	Fee 2014
U-BC-04	Lori	Roberts Shackford	7 Holstein Court	Chichester	NH	03258	\$2,405.47
U-BC-05	Jean	Buckovitch	1 Hartswood Road	Portsmouth	NH	03820	\$1,375.00
U-BC-06	Robert D	Landry	127 Coffin Brook Rd	Alton	NH	03809	\$1,375.00
U-BC-07	Vaughn	Roy	363 Sweden St	Berlin	NH	03570	\$1,706.00
U-BC-08	Carole	Lambert	492 Madison Ave	Berlin	NH	03570	\$2,405.47
U-BC-09	Carolyn J	Scarinza	5226 SW 20th PL	Cape Coral	FL	33914	\$1,375.00
U-BC-10	Patrick M.	Shippee	224 Ed Clark Road	Colrain	MA	01340	\$1,610.00
U-JR-01	Harwood	Ellis	195 Montsweag Road	Woolwich	ME	04579	\$2,032.00
U-JR-02	Carl	Ruel	468 Colebrook Road	Errol	NH	03579	\$1,839.00
U-JR-03	Roger	Labbe	135 Granite St	Berlin	NH	03570	\$1,839.00
Total:							\$17,961.94

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Change Output Options: From: 2009 To: 2014

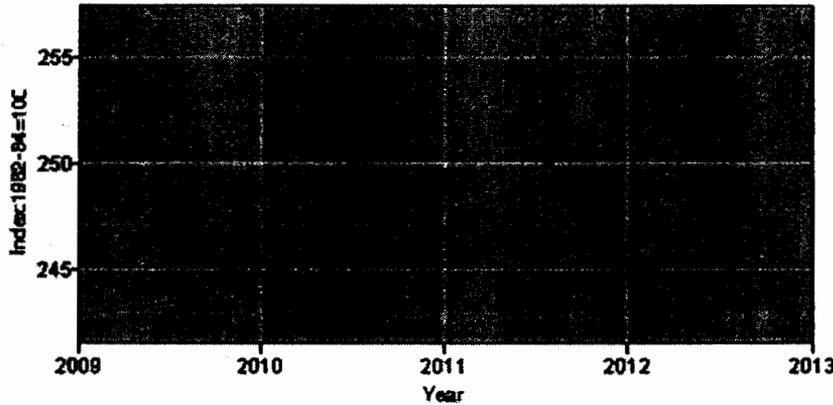
include graphs

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

Consumer Price Index - All Urban Consumers

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



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

6.72% increase

Download: .xls

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

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www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

UMBAGOG STATE PARK

CAMP LOT LICENSE AGREEMENT

July 2014 to June 2019

This "Camp Lot License Agreement" (the License) is made and entered into on this ___ day of _____, 2014, between the State of New Hampshire acting through its Department of Resources and Economic Development, having a mailing address of P.O. Box 1856, Concord, New Hampshire, 03302-1856 (the "State"), and _____ (the "Licensee").

WITNESSETH

Whereas, the State is owner of Umbagog State Park (the Premises), located in the Town of Errol, County of Coos, and State of New Hampshire, and

Whereas, lands acquired from James River Timber Corporation and Oxford Paper Company (Boise Cascade Corporation) in 1992 were added to Umbagog State Park and contained within their bounds ten (10) existing lease lots (the "Licensed Site") on which are located privately owned camps, and

Whereas, it is recognized that these camps have historically been an intrinsic part of the Premises, landscape and culture of the North Country, and contribute to the local economy; and

Whereas, on December 16, 2010, George M. Bald, Commissioner of the Department of Resources and Economic Development, revised the License as follows:

- Eliminated the overall license termination date of June 30, 2044;
- The camp may be sold at any time to members within the "immediate family", but not owned by more than two (2) individuals at any one time. Immediate Family, as defined under NH RSA 633:3-a(II)(b), shall mean grandparent, parent, stepparent, child, stepchild, sibling, or spouse, and also include grandchildren;
- For any sale outside the immediate family, the State of New Hampshire shall have the "right of first refusal";
- For any sale outside the immediate family, the US Fish and Wildlife Service shall have the "right of second refusal" in the event that the State of New Hampshire does not exercise its right of first refusal;
- No "Association" camps shall be allowed; and
- License terms and renewals shall continue to be five (5) year increments, subject to the approval of the Attorney General and the Governor and Executive Council.

Whereas, the Licensee is the owner/Licensee of a camp that was in existence on the Premises on July 29, 1992, the date of the State's acquisition;

Now therefore, in consideration of: safeguarding the natural resources of the Premises, maintaining a natural and remote character, forest setting, assuring safety of the general public and the Licensee, preventing urbanization of the Licensed Sites, and the annual rental hereinafter specified, the State hereby licenses the

Licensee to use Camp Lot ID #: _____, subject to the following terms and conditions:

1. ENTRY AND USE OF LICENSED SITE

Licensee shall be permitted to enter, occupy and use the Licensed Site for a private camp for personal recreational use and related purposes acceptable to the State. (Personal Recreation Use is defined as noncommercial use by the Licensee, members of his immediate family, and guests). Licensee shall not be permitted to use the Licensed Site for any other purpose except by prior written permission of the State. The Licensed Site shall not be used as a legal or year-round residence.

Licensee may cross State land by vehicle on the existing road(s), if any, to access the Licensed Site. The State may close the road during periods of soft ground conditions as required to protect the road from damage. The State reserves the right, but not the obligation to maintain or improve the road.

2. TERM

The License shall be effective as of July 1, 2014 and shall run for a period of five (5) years, through June 30, 2019, unless sooner cancelled or revoked as provided herein.

3. RENEWAL/OVERALL TERM/SURRENDER OF PREMISES

The License may be renewed for additional 5-year terms, subject to approval by Governor and Council.

4. RENTS/TAXES

The Licensee shall pay an annual rent ("Rent") of \$ _____ for the use of the Licensed Site. **Beginning July 1, 2014, the ensuing 5-year renewal annual fee payments will remain the same after being adjusted at year one according to the change in the Consumer Price Index over the past 5-year License period.** The Rent shall be due and payable by August 1 annually by check made payable to Treasurer, State of New Hampshire and delivered to the Department of Resources and Economic Development, P.O. Box 1856, Concord, New Hampshire 03302-1856. Rent payments not received by August 31 shall be considered overdue, subject to a \$25.00 late-payment charge, and such late payment is just cause for termination of the License.

5. TRANSFER/CANCELLATION (TERMINATION)

The Licensee shall not transfer, assign or otherwise encumber the License or any rights arising hereunder without the prior written consent of the State. In approving any assignments or transfers hereunder, the State may require the Licensee to pay to the State an administrative processing fee of \$50. Subleasing of the Licensed Site is not allowed.

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

In the event of intent to offer for sale outside the immediate family, the Licensee shall notify the State in writing to the address given above. Thereupon, the State shall have sixty (60) days to either notify in writing the Licensee of the State's decision to purchase, or shall provide the Licensee a "Release of Right of First

Refusal". Upon the State's notification of decision to purchase, the Licensee and the State shall enter into a purchase and sale agreement within fifteen (15) days from the date of notification.

The STATE shall have "first refusal option" to purchase any camp at the time of sale at fair market value of the structures and improvements, not transferred to immediate family. The US Fish and Wildlife Service shall have the "right of second refusal" in the event that the State of New Hampshire does not exercise its right of first refusal.

a. The License shall not be held by or transferred to more than two (2) immediate-family individuals at one time. The Licensee shall notify the State in writing within thirty (30) days of any camp-owner transfers. Information provided shall include the name and mailing address of the new owner(s). This notification shall be considered as a request to transfer or re-assign the License.

b. If the Licensee shall fail to pay the Rent as provided herein, or shall fail to pay all taxes, charges and assessments as provided herein, or shall fail to comply with any of the conditions or regulations of the License or any subsequent reasonable changes in or additions to the License, the State need not make demand of the actual Rent due and shall have the right at its option at any time thereafter to terminate the License, re-enter and take possession of the Licensed Site after giving thirty (30) days advance notice in writing to Licensee. If, during said thirty (30) day period, after receipt of notice of termination from the State, the Licensee shall cure any default, the notice to terminate shall automatically be vacated, otherwise the same shall remain in full force and effect. Such right of termination shall be in addition to any other rights or remedies, which the State may have at law. No waiver by the State of any default shall operate as a waiver of any other default or of the same default on a future occasion. In the event of a termination for cause, the State shall not be liable to refund to the Licensee any payments made by the Licensee.

Upon notice of expiration, cancellation or lapse of the License, the Licensee shall, within sixty (60) days of bare-ground, open-road access, remove all personal property, recreational camp or structures from the Licensed Site. Failure to do so within the sixty (60)-day period, shall and does give the State the right, permission or consent to dispose of said property, recreational camp and auxiliary structures or anything whatsoever remaining in any manner that the State or its agents may see fit, without limitation or liability of any kind on the part of the State. Also, use of Licensed for the purpose of camping, vacationing or similar use may be denied during this sixty (60)-day period.

6. COMMERCIAL USE/SUBLET

The Licensee shall not sublet the Licensed Site or use the Licensed Site for any commercial purpose.

7. STRUCTURES, MAINTENANCE, ALTERATIONS

The Licensee shall not construct or establish any new building, additions, or other improvements or alterations to the Licensed Site without the prior written consent of the State. The Licensee has sole responsibility to obtain all necessary permits at its own cost and expense from any governmental authority to place, construct, or maintain any buildings or other improvements on the Licensed Site.

A. New Improvements: Any new building, accessory structure, or other improvement constructed or placed upon the Licensed Site shall conform to all applicable laws and regulations and are subject to the approval process described in Paragraph 7D.

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

- B. Existing Improvements: Alterations of the interior of existing structures and repairs to the interior or exterior to assure structural stability or improve appearance shall be allowed. Any renovation, reconstruction, or expansion of an existing improvement shall conform to all applicable laws and regulations, and be subject to the approval process described in Paragraph 7D.
- C. Minor Maintenance: Minor maintenance involving repairs-in-kind resulting in no effects to the natural resources and no changes in footprint or profile of the camp shall not require approval from the State.
- D. Improvement Approval: The Licensee shall obtain written approval from the State prior to any construction, reconstruction, or placement of permanent buildings or other improvements of any kind on the Licensed Site. The State shall not give such consent until the Licensee has supplied detailed improvement plans including the following:
- A statement of purpose,
 - Dimensioned sketches showing plan and profile views of the proposed improvements,
 - A dimensioned sketch showing proposed improvement location and setback distances with respect to any water source, driveway and parking area, existing improvements, and abutting Licensed Site improvements within 50 feet of the proposed improvement, and
 - Other information reasonably needed to enforce the terms of the License.

At the time of request, the State reserves the right to require the Licensee to make upgrades to the camp, including installing State approved sanitary waste and gray water systems in order to bring the Licensed Site into full compliance with the License.

The State shall approve the proposed improvement provided that it meets the above standards and otherwise meets, in the State's sole judgment, these development criteria:

- a. Compatible with the natural surroundings;
- b. Unobtrusive on the landscape;
- c. Unless grandfathered, the footprint shall not exceed 1,000 square feet in area as measured from the drip-edge, one and one half (1&1/2) stories with a single pitch to center ridge roof, and 25 feet in height (excluding chimneys and stove pipes). If existing improvements exceed such dimensions, there shall be no further expansion. No new improvement shall cause the footprint to exceed 1000 square feet as measured from the drip-edge, exceed one and one half (1&1/2) stories with a single pitch to center ridge roof, or exceed 25 feet in height;
- d. Having low impact on the environment; and

e. Maintaining a rustic appearance by using natural materials such as wood and stone.

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

Once the State approval has been granted, any local, County, State or Federal required permits must be obtained and a copy forwarded to the State for record keeping.

Failure to undertake the proposed activities in accordance with the approvals under this paragraph and all applicable laws and regulations shall constitute a default under the License.

8. BOATS, DOCKS, WHARVES AND MOORINGS

Licensee shall not construct or place any docks, wharves, or moorings on or in Lake Umbagog. Docks in existence upon the date of State acquisition of the Licensed Site may remain in place in their present location and configuration. Repairs to or replacement of existing docks shall require approval of the State and permits from the New Hampshire Department of Environmental Services.

Boats are permitted but they shall be either secured to existing docks or to the shore or removed from the water body after each use. All boats shall be removed from the water body at the end of the boating season (before freeze-up).

9. ADDITIONAL OVERNIGHT ACCOMMODATIONS

Except for existing structures, no permanent overnight sleeping accommodations are allowed. One temporary overnight sleeping facility (tent, pop-up tent camper, truck camper, camping trailer, motor home etc.) shall be allowed on the Licensed Site when the Licensee is present. No additional temporary overnight sleeping facilities shall be allowed without written permission of the State.

10. FIRE - CASUALTY

If all, or a portion of, the structure(s) located on the Licensed Site are destroyed or damaged by fire, or other casualty, they may be repaired or rebuilt by the Licensee in the same location and with the same footprint and height as the former structure. Licensee shall have two (2) years from the date the structure(s) are damaged or destroyed to complete exterior finish and make the structure safe and habitable. No structure(s) shall be rebuilt until the State has reviewed and approved construction plans provided by the Licensee. Such approval shall not be unreasonably withheld.

11. FOREST FIRE AND FIRE PERMITS

The Licensee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the local forest fire warden and permission from the State.

12. FIREWOOD/BRUSH CUTTING

No wood or timber standing on the Licensed Site shall be cut or used without approval from the State. The

Licensee may cut such brush and limbs necessary to maintain existing openings and to prevent damage to structures on the Licensed Site. No firewood may be brought to Licensed Site from out-of-State sources. Per DRED order 2009-01, firewood from out-of-State is prohibited due to the risk of spreading exotic forest insects and diseases.

The Licensee may collect and buck up dead and down trees throughout Umbagog State Park to be utilized as firewood at the License site. Trees have to be both dead and down on the ground, no felling of trees is allowed. No ATV's or other motorized vehicles may be used to gather wood off designated roads and trails. No firewood may be taken off of the property to be used at a different location. Each camp may take no more than 2 cords per calendar year and must carry the Firewood Permit. Subject to annual assessment by the Forest Management Bureau, the Firewood Permit shall be automatically issued annually to each camp and included in the Annual Rent Invoice package, mailed to the Primary Licensee, on or about July 1st.

13. POLLUTION PREVENTION

The Licensee shall take reasonable precautions to prevent pollution of, or deterioration of, lands or waters which may result from the exercise of the privileges extended by the License. Refuse, trash and waste generated by the permitted use shall be carried out and deposited in authorized solid waste facilities.

14. GOVERNMENT SERVICES

The License is for the occupancy of land for the purposes Stated and does not guarantee road maintenance or provide for the furnishing of water, fire protection, or any other such service or protection by a government agency, utility, association, or individual.

15. COMPLIANCE WITH LAW

The Licensee, and all persons using the Licensed Site with the consent of the Licensee, shall comply with all laws and regulations of the State of New Hampshire governing State forests and State parks and all federal, State, county and municipal laws, ordinances or regulations which are applicable to the area or operations covered by the License.

16. TAXES

The Licensee shall pay, in addition to any other payments provided hereunder, the full amount of real and personal property taxes levied against the Licensed Site as a consequence of the application of RSA 72:23 I, which provides for taxation of certain State properties used or occupied by persons or entities other than the State.

All taxes assessed on the buildings and improvements, including water supplies and septic systems, shall be paid by the Licensee.

Failure of the Licensee to pay the duly assessed real and personal property taxes when due shall be cause to terminate the License by the State. The foregoing shall not deprive the Licensee of the right to contest or review all such taxes by legal proceedings or in such other manner as may be suitable;

17. DAMAGE TO STATE LAND

The Licensee shall exercise diligence in protecting from damage the land and property of the State covered by and used in connection with the License, and shall pay the State for any damage resulting from negligence or from the violation of the terms of the License or of any law or regulation applicable to the State land by the Licensee, or by any agents or employees of the Licensee acting within the scope of their agency or employment.

18. RISKS FROM NATURAL OCCURRENCES

Rising waters, forest fires, high winds, falling limbs or trees, and other hazards are natural phenomenon in the forest that present risks which the Licensee assumes. The Licensee has the responsibility of inspecting his lot, access road (if any) and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the State, of removing such hazards.

19. INDEMNIFICATION; LIABILITY INSURANCE

The Licensee shall indemnify and save harmless the State from any and all costs, claims, loss, damage, damages, liability, demands and suits of any kind, by whomever brought, that may in whole or in part arise from or be caused by the issuance of the License, including:

- a. The operation, maintenance, use or occupation of the herein Licensed Site by Licensee,
- b. The acts, omissions or negligence of Licensee, its agents, officers, employees or invitees, or
- c. The failure of Licensee to observe and abide by any of the terms or conditions of the License or any applicable law, ordinance, rule, or regulation.

The obligation of Licensee to so relieve the State shall continue during any period of occupancy or of holding over by Licensee, its agents, officers, employees or invitees, beyond the expiration or other termination of the License.

During the term of the License, and any extension thereof, the Licensee, at Licensee's sole cost and expense, shall maintain with respect to the Licensed Site, comprehensive public liability insurance in a combined single limit of \$300,000. Licensee shall provide the State with a certificate of insurance designating the State as an additional insured.

20. SOVEREIGN IMMUNITY

The License does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.

21. ENTIRE AGREEMENT

The License embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

22. NO WAIVER OR BREACH

No assent by either party, whether express or implied, to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

23. INSPECTION AND COMPLIANCE

The State, its representatives or Agents, retain the right to enter and inspect the Licensed Site at reasonable times to ascertain whether the terms of the License are being complied with.

24. RESERVED RIGHTS/INTERFERENCE

The State reserves the right to use Umbagog State Park for public recreation and natural resource management purposes. The Licensee shall not interfere with the exercise of these rights by the State or the public.

25. NOTICES

All notices, demands, requests and other communications required by the License shall be in writing and shall be considered properly given if sent by United States registered or certified mail, postage prepaid.

26. UNDERSTANDING; WAIVER

To affix signature to the License constitutes complete and full understanding of same, its terms and restrictive covenants. The Licensee will not contest same by court or legal action, and waives all rights whatsoever to interfere with or delay the terms from being executed fully and completely.

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

**STATE OF NEW HAMPSHIRE
DEPT. OF RESOURCES AND ECONOMIC DEVELOPMENT**

BY _____
Jeffrey J. Rose, Commissioner

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

LICENSEE(S)

Witness

Primary Licensee

Witness

Secondary Licensee

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

