



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

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December 1, 2017

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the New Hampshire Fish and Game Department is requesting authorization to enter into a Lease Agreement with the Town of Sugar Hill for the purpose of maintaining a public cartop access site at Coffin Pond and pedestrian trails on the property for a ten year term starting from the date of Governor and Council approval. This is a no-cost lease agreement.

EXPLANATION

The property is located in Sugar Hill on the west side of State Route 18 and is approximately 25 acres. Within the property bounds is a public water body known as Coffin Pond. The property was conveyed to the State by Warranty Deed of Kenneth E. Curran, Inc., recorded September 21, 1959, at Book 933, Page 79 in the Grafton County Registry of Deeds.

The Property was an exhausted gravel pit used in the construction of I-93 from Franconia to Bethlehem in the mid 1950's. The conveyance by Kenneth E. Curran, Inc. to the State was to provide a small man-made lake within the confines of the gravel pit. Water was diverted from the Gale River through an inlet structure and ditch system into the old pit to sustain the open water condition. The water level is controlled by an outlet dam built, managed and maintained by NH Fish and Game. The result is Coffin Pond, an approximately 18 acre public water body.

The original control of the property was under NH Department of Public Works/NHDOT's until it was administratively transferred to NHFG with Governor and Council approval on June 3, 1981. This gave NHFG the ownership rights to rebuild the dam at the west end of the pond. NHFG continues to maintain ownership of the dam and water rights for fisheries and waterfowl habitat.

NH Fish and Game stocks Coffin Pond annually, and over the years an impromptu parking and public access area has developed between Route 18 and the pond. This area has become a popular recreation spot for locals and travelers for picnicking, launching of canoes and kayaks and shorebank angling. Its popularity has grown in recent years even though NHFG has never consistently maintained the site. The pond is shallow and not suitable for motorized boat access but remains unrestricted. It is an attractive, small waterbody for recreational users.

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4

15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

In the spring of 2015 the Sugar Hill Conservation Commission (SHCC) requested permission, through a Special Use Permit under NH Admin Rule 902.03, to maintain and beautify the access area. This permit was approved by the executive director on July 8, 2015, a copy of which is attached. The Town did not waste any time in beautifying this site and they have been maintaining it ever since. Attached pictures will show before and after.

This site is half-way between Exits 38 and 39 off I-93, and is directly off Route 18. This small access area for Coffin Pond holds a visible and notable importance to the Town of Sugar Hill. The Town's presence at the site, maintaining and beautifying it is above and beyond what the NHFG can accomplish and maintain. Funding received by NHFG for the maintenance of boat access areas is through the Wildlife and Sport Fish Restoration Fund, and is primarily for motorized access and does not adequately provide for cartop access maintenance. NHFG has approved and is accepting of the work the SHCC has done at the site under the Special Use Permit, and would like support their efforts through this long term agreement allowing them to keep the site maintained, safe and open for the general public.

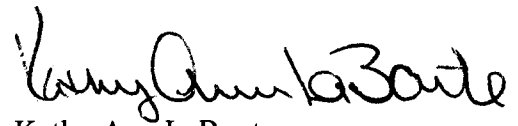
NH Council on Resources and Development members votes to recommended approval on September 14, 2017.

NH Long Range Capital Planning and Utilization Committee approved this request on November 14, 2017.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE August 18, 2017

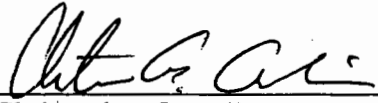
FROM: Christopher G. Aslin
Assistant Attorney General

AT (OFFICE) Department of Justice
Environmental Protection Bureau

SUBJECT: Lease Agreement for Coffin Pond Public Access Area, Sugar Hill, NH

TO: Betsey McNaughten, Land Agent
New Hampshire Fish and Game Department

The Office of the Attorney General has reviewed the Lease Agreement for Coffin Pond Public Access Area, for the property located in the Town of Sugar Hill, New Hampshire and approves the Lease Agreement for form and substance only. Following execution by the parties, the Lease Agreement should be submitted to this office for approval of execution.



Christopher G. Aslin

133-79

9-21-1959

DEED OF WARRANTY

KENNETH E. CURRAN, Inc., a corporation duly established by law and having a principal place of business in Littleton, County of Grafton and The State of New Hampshire, for consideration paid, grants to THE STATE OF NEW HAMPSHIRE, with warranty covenants, a certain parcel of land situate in the Town of Lisbon, County of Grafton and The State of New Hampshire, bounded and described as follows:

All land now owned by said Kenneth E. Curran, Inc. that is situate between the westerly side of the public highway known as Route 18, leading from the Town of Franconia to the Town of Littleton, and the easterly side of Gale River, and also situate on the southerly side of Streeter Pond Road, so-called; said land being a portion of premises deeded Kenneth E. Curran, Inc. by Robert H. Moore by deed dated April 11, 1958, recorded Grafton County Registry of Deeds, Book 908, Page 544, and also all the land deeded Kenneth E. Curran, Inc. by Sarah G. Lavigne by deed dated June 14, 1958, recorded said Registry, Book 811, Page 285, to which deeds reference is hereby made for a further and more particular description of said land.

SUBJECT to real estate taxes for the year beginning April 1, 1959.

Consideration less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF said Kenneth E. Curran, Inc. has caused its name to be subscribed and its Corporate Seal to be hereunto affixed by Kenneth E. Curran, its President, thereto duly authorized this 3rd day of September, 1959.

Signed, sealed and delivered in presence of:

KENNETH E. CURRAN, Inc.

Francis G. Moulton

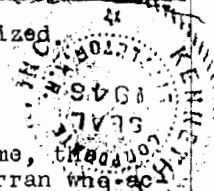
By [Signature] President (Kenneth E. Curran) thereto duly authorized.

THE STATE OF NEW HAMPSHIRE Grafton, ss

On this the 3rd day of September, 1959, before me, the undersigned officer, personally appeared Kenneth E. Curran who acknowledged himself to be the President of Kenneth E. Curran, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Francis G. Moulton
Notary Public



Received SEP 21, 1959 8:00 A.M.
Recorded and examined, Attest

KENNETH E. CURRAN, Inc.

to

THE STATE OF NEW HAMPSHIRE

Grafton County Records.

Received SEP 24 1959 1959
8.00⁰⁰
Hour _____ Minute _____ M.

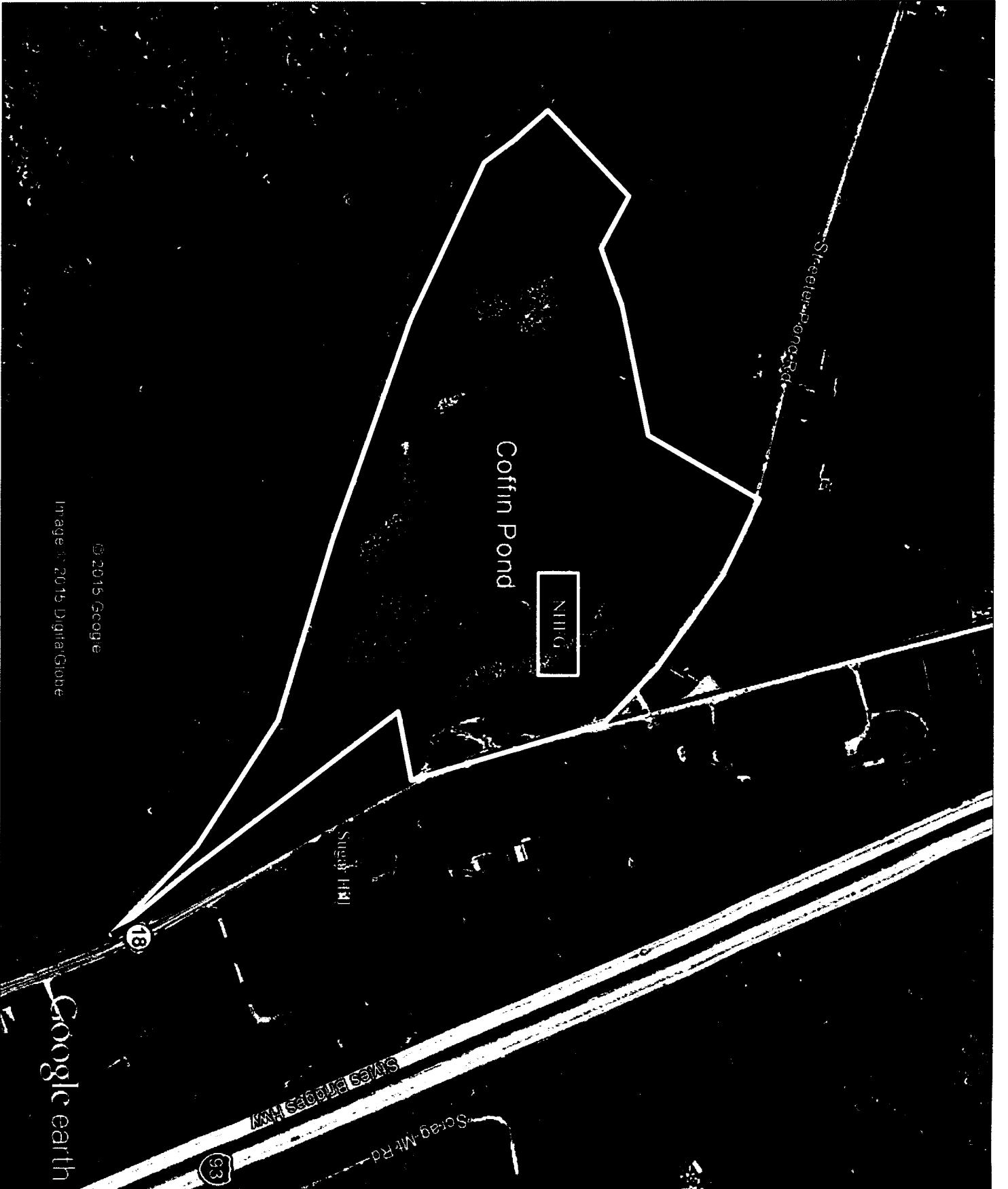
Recorded Lib. 933 Fol. 79

Examined by,

Donald H. ... Register.

LAW OFFICES OF
FRANCIS G. MOULTON
DODGE AND MOULTON
LITTLETON, NEW HAMPSHIRE

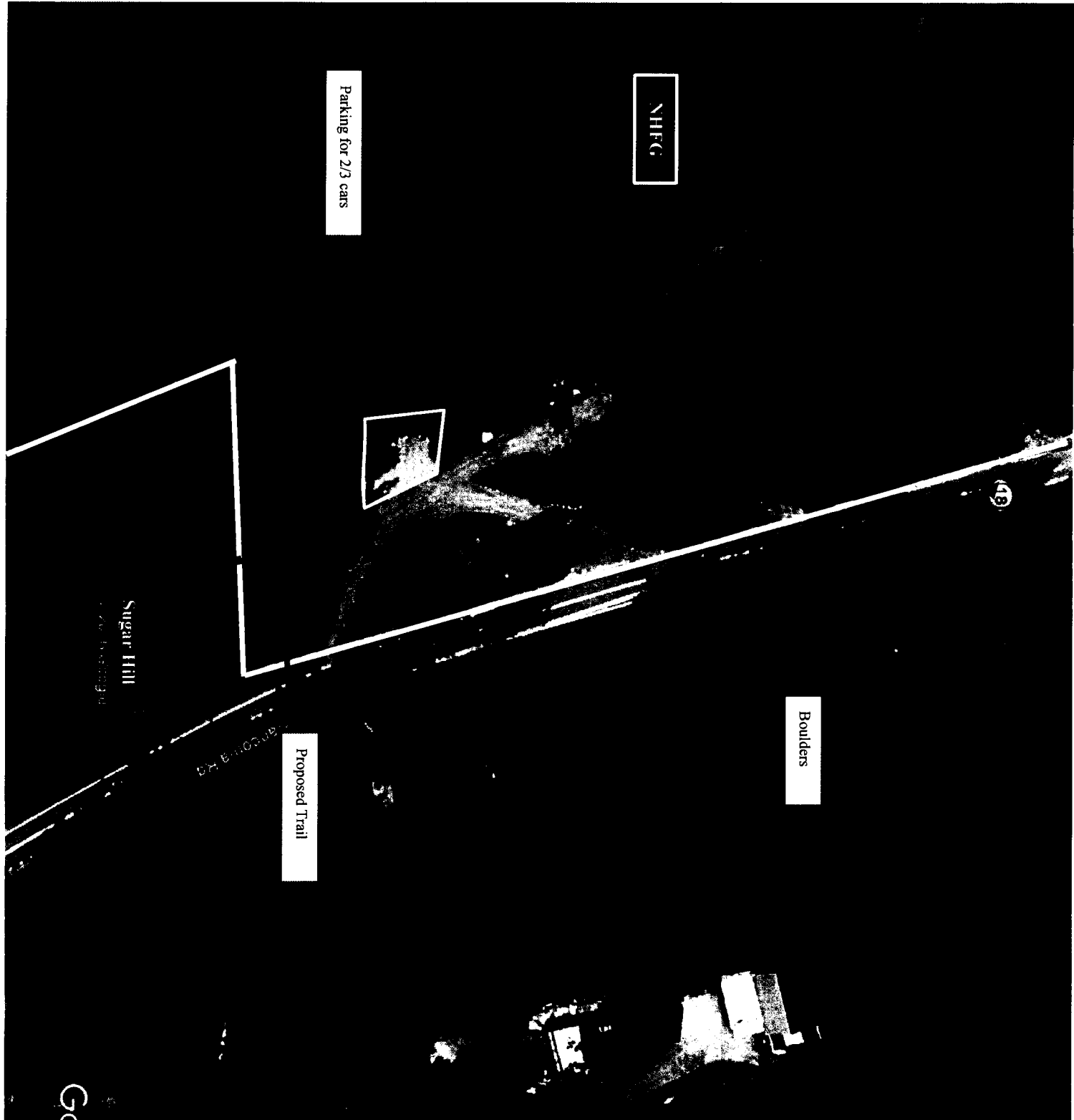
Sept. 24 - \$ 2.24



© 2015 Google

Image © 2015 DigitalGlobe

2011 Image



NHFG

Parking for 2/3 cars

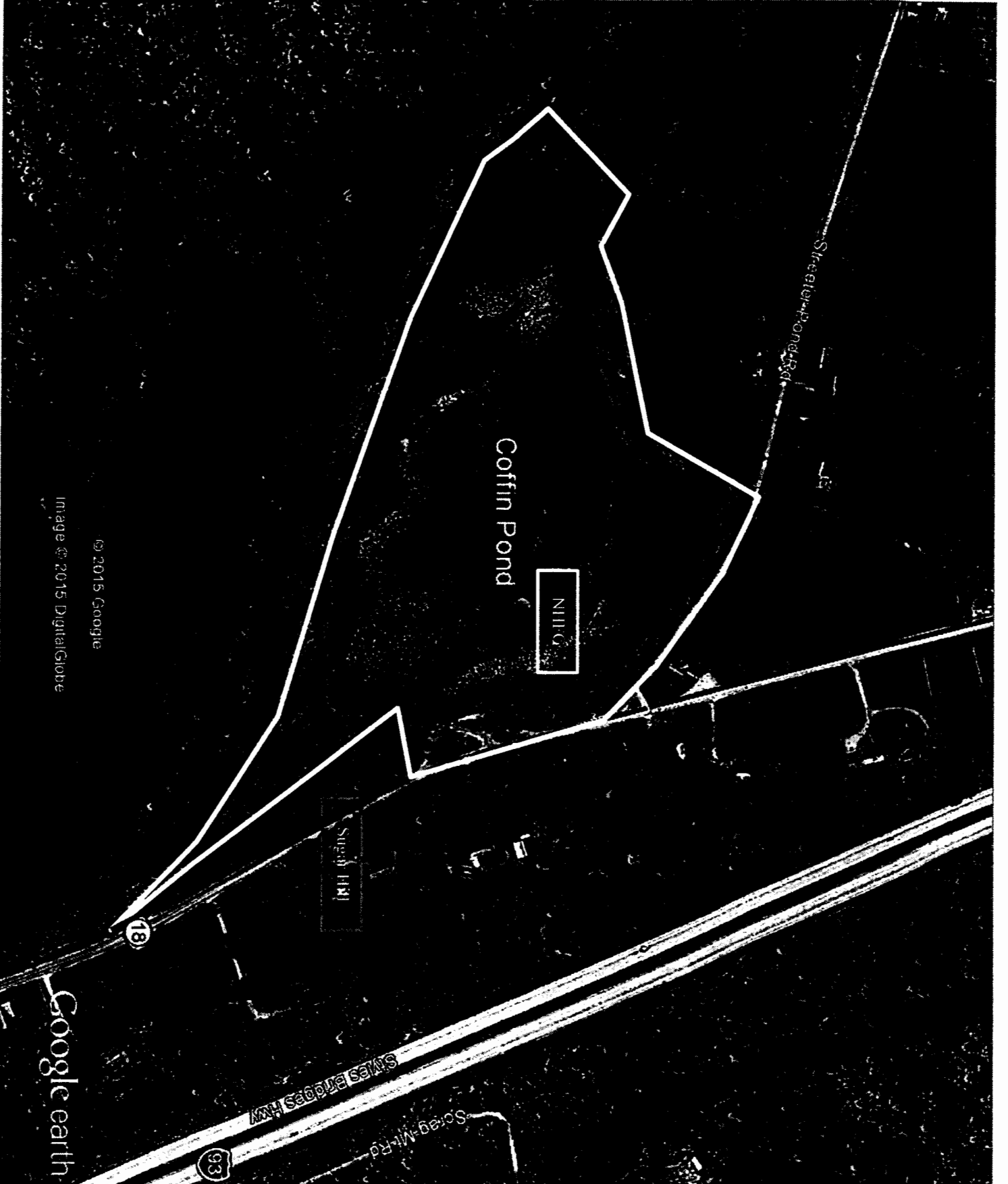
Sugar Hill

Proposed Trail

Boulders

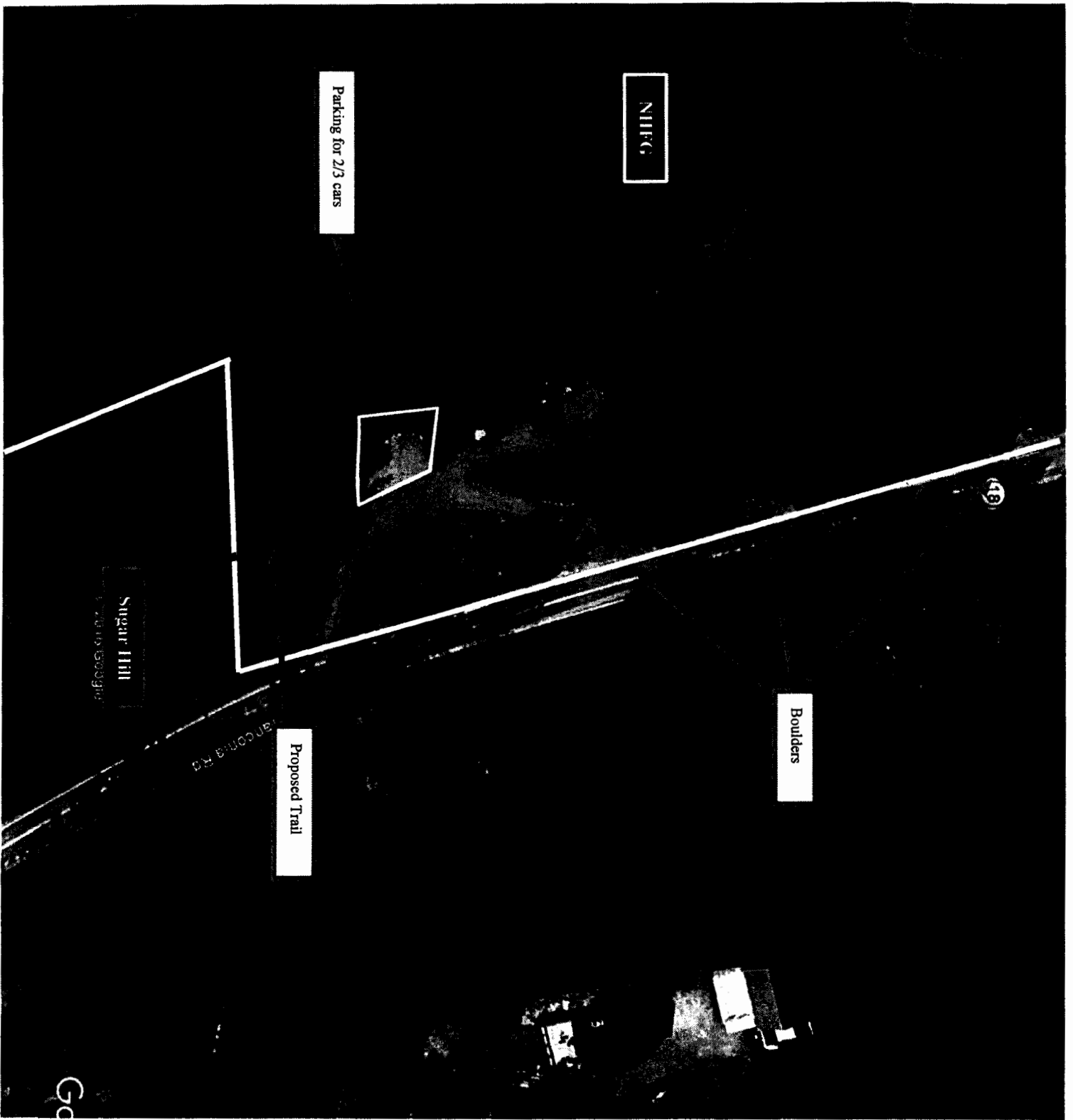
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Go



© 2015 Google

Image © 2015 DigitalGlobe



NIEEG

Parking for 2/3 cars

Sugar Hill

Proposed Trail

Boulders

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SUN CONG RD

Go



New Hampshire
Fish and Game Department

40095 State Street, Concord, NH 03305
603-271-3333
www.nh.gov/fishandgame

Wildlife Division
1000 North Main Street
Concord, NH 03301
603-271-3333

July 8, 2015

Town of Sugar Hill
Conservation Commission
PO Box 574, 1411 Route 117
Sugar Hill NH 03586

Re: SUP – Request to improve the access area at Coffin Pond

Dear Commission Members:

This letter is in response to the Town of Sugar Hill’s request to make improvements to the NH Fish and Game Department owned property known as Coffin Pond Access Area, Sugar Hill and which is also identified as Tax Map 206, Lot 1.1. The Town owns the parcel immediately to the south and there is a shared interest in providing recreational opportunities to the general public, but the Town desires some consistency in maintenance and aesthetics.

This request was discussed at the May 19, 2015 Department Lands Team Meeting and has been approved under the following conditions. See attached.

- Boulder off the illegal access in four areas to prevent further rutting, erosion and allow these areas to regenerate naturally;
 - Two areas north of the Access Area
 - Two areas within the Access Area
- Install signs for Parking, Loading and No Parking areas;
- Stabilization of the established roadway with the Access Area;
- Clear low brush to establish a parking area for two to three cars;
- Removal of invasive terrestrial plants by hand via mowing or cutting. The use of pesticides are prohibited;
- Define the parking area with boulders, low berm or fencing;
- Define a preexisting trail from the State to the Town owned property;
- Installation of native planting to stabilize the ground surrounding the area;
- Public access shall not be unreasonably restricted by the Town.

The Town is required to obtain all applicable permits from State, County or local authorities as required to complete the above-mentioned approved improvements. Such as, NHDES Permit by Notification, provided by the Town of Sugar Hill and a copy of which is attached.

Any planned kiosk or interpretive sign for the Access Area will require the approval by NHFG’s Public Affairs Division.

Prior to any work being done the State requires a certificate of insurance for comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amount not less than \$250,000 per claim and 2,000,000 per incident.

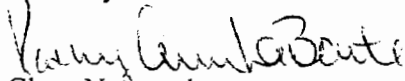
Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this special-use permit.

Additionally, NHFG and the Town of Sugar Hill are cooperatively working towards a long term Lease Agreement. The lease will allow the Town the right to maintain, manage, operate, inspect, and enforce the property owned by NHFG, with a defined Cartop Boat Access Area to Coffin Pond along Route 18. It will also allow for further beatifications and to maintain the trail which is established on both the NHFG and the Town owned property that circumnavigates the pond, all for the benefit of the general public.

Allowing for the time needed to obtain the required approvals for the Lease Agreement, the term of this Special Use Permit is two years, expiring **July 1, 2017**.

If you have any further questions regarding this permit request and approval, please contact Betsey McNaughten, Land Agent at 603-271-6640, in addition, please forward the aforementioned certificate of liability insurance to the same at the address above.

Sincerely

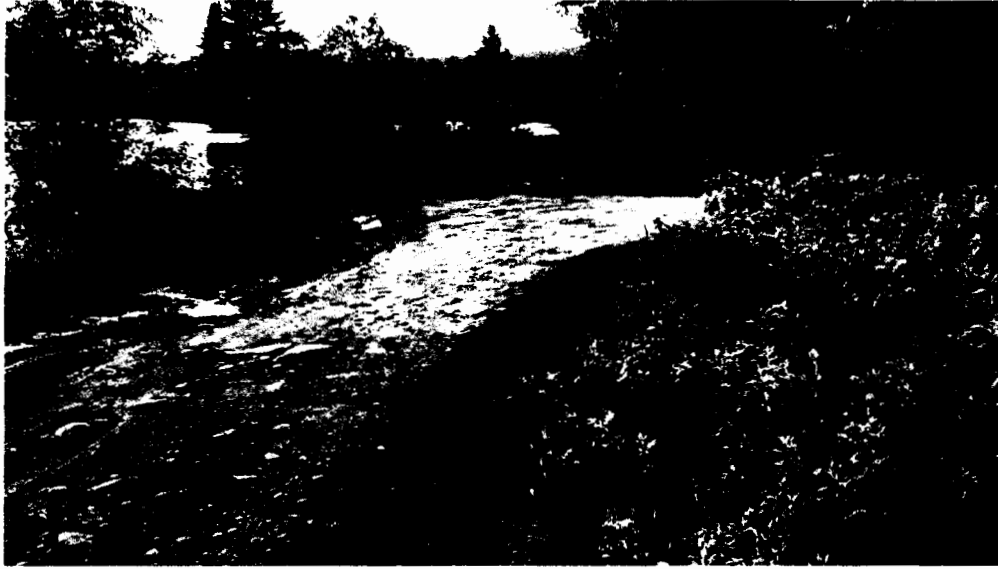

Glenn Normandeau
Executive Director

attachments

cc: NHFG CO Robert Mancini
Garret Graaskamp, NHFG Boat Access Coordinator
Sugar Hill – Coffin Pond Access Area file

Coffin Pond, Sugar Hill

BEFORE and AFTER







June 2016



March 2017



STATE OF NEW HAMPSHIRE
Lease Agreement for Coffin Pond Public Access Area
Sugar Hill, NH

1. PARTIES TO THE LEASE

The Lessor (hereinafter referred to as the "State") is:

The **State of New Hampshire** acting by and through its **Fish and Game Department**, 11 Hazen Drive, Concord, NH 03301 with a phone number of 603-271-3511.

The Lessee (hereinafter referred to as the "Town") is:

Town of Sugar Hill, a municipal corporation acting by and through its Conservation Commission, with a mailing address of P O Box 574, Sugar Hill, NH, 03820 and having been granted authority to enter into this lease by the Town of Sugar Hill Selectboard on August 7, 2017, a copy of which is attached as Appendix A,

The indenture of this Lease Agreement (hereinafter the "Lease") is for the property known as Coffin Pond, and shall be effective on the date of the approval of the Lease by the New Hampshire Governor and Executive Council (the "Effective Date").

WITNESSED THAT:

2. HISTORY

The State of New Hampshire, Fish and Game Department owns a certain parcel of land (hereinafter "Property") located on the west side of State Rte. 18, bounded on the northeast by Streeter Pond Road, west by the Gale River, and south by land owned by the Town of Sugar Hill, being approximately 25 acres, conveyed to the State by Warranty Deed of Kenneth E. Curran, Inc., recorded September 21, 1959, at Book 933, Page 79 in the Grafton County Registry of Deeds.

The Property was an exhausted gravel pit used in the construction of I-93 from Franconia to Bethlehem in 1958. The conveyance by Kenneth E. Curran, Inc. to the State was to provide a small man-made lake within the confines of the gravel pit. Water was diverted from the Gale River through an inlet structure and ditch system into the old pit to sustain the open water condition. The water level is controlled by an outlet dam built, managed and maintained by NH Fish and Game. The result is Coffin Pond, an approximately 16 acres public water body.

NH Fish and Game stocks Coffin Pond annually, and a small parking and public access area between Rte. 18 and the pond has become a popular area for locals and travelers for shorebank angling, launching of canoes and kayaks, picnicking and walking along a pedestrian trail. This area has been improved and maintained by the Town of Sugar Hill through a Special Use Permit

approved by NH Fish and Game Executive Director since July 2015. This permit expires July 2017.

3. PREMISES

For, and in consideration of the mutual covenants and agreements herein contained, the State hereby demises to the Town and the Town hereby leases from the State, for the Term (as defined herein) the following property described as follows:

The State of New Hampshire, Fish and Game Department owns a certain parcel of land (hereinafter "Property") located on the west side of State Rte. 18, bounded on the northeast by Streeter Pond Road, west by the Gale River, and south by land owned by the Town of Sugar Hill, also identified as Town Tax Map 206, Lot 1.1 and being approximately 25 acres, conveyed to the State by Warranty Deed of Kenneth E. Curran, Inc., recorded September 21, 1959, at Book 933, Page 79 in the Grafton County Registry of Deeds, and being more particularly described in Appendix B.

The Property is further described in a survey dated September 1959 entitled "State of New Hampshire Department of Public Works and Highways, Curran Property – Lisbon, NH," which can be found on file at the Sugar Hill Town Offices (formerly part of the Town of Lisbon) and with the State of New Hampshire, which survey is added to the Lease as Appendix C (hereinafter called the "Plan").

4. PURPOSE OF THE LEASE AND USE

This lease is to allow the Town of Sugar Hill to maintain, manage, operate, inspect, and enforce all rules pertaining to a public boat access area, including public parking to Coffin Pond, and to maintain a pedestrian walking trail located on the Property, as established and improved by the Town, for the benefit of the general public to a standard that is equal to, or greater than what has been accepted under the approved Special Use Permit referenced herein.

5. TERMS OF OCCUPANCY; EXTENSION OF TERM

A. **Term:** The Town shall have and hold the Property for ten (10) years (the "Term"), commencing on the Effective Date.

B. **Effective Date:** This Lease shall take effect upon the date the Lease is approved by New Hampshire Governor and Executive Council (herein the "Effective Date"). As of the Effective Date, this Lease shall be a legally-binding agreement.

C. **Extension of Term - General:** The Town, subject to approval by the Town Selectboard, and the State, subject to approval by the Governor and Executive Council, may agree to extend the Term for a mutually agreeable additional term, upon the same terms and conditions as set forth herein.

D. Conditions on the Extension of Term: It is hereby understood and agreed by the parties that any extensions of this Lease are conditional upon mutual approval by the Town Selectboard and the New Hampshire Governor and Executive Council. If an extension request is denied by either party, this Lease shall terminate pursuant to the original Term as set forth above; unless the parties agree that the Lease should terminate sooner.

6. CONSIDERATION

There shall be no monies paid by the Town to the State as rent. In lieu of rent, the Town shall maintain, manage, operate, inspect and enforce all rules pertaining to a public boat access area, including a public parking and pedestrian trail at Coffin Pond during the Term of the Lease for the benefit of the general public without charge.

7. FINANCIAL OBLIGATIONS OF THE TOWN

It is expressly understood and agreed by the Parties hereto that the existence and continuance of this Lease and the obligations of the Town hereunder, are contingent upon the availability of Town funds appropriated by the Town of Sugar Hill Selectboard, by and through their Conservation Commission, and that the Town shall not be responsible for carrying out the obligations under this Lease except to the extent such funds are available.

In the event that any portions of such funds are not available, the Town may terminate the Lease by serving thirty (30) days written notice to the State of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 19.

8. IMPROVEMENTS TO THE ACCESS AREA NEAR ROUTE 18

The following improvements were approved under the July 8, 2015 Special Use Permit (Appendix D) and shall remain in effect through the term of this lease and shall be maintained by the Town at its sole cost:

- a. Boulderizing off the illegal access in four areas to prevent further rutting and erosion, and allow these areas to regenerate naturally;
 - i. Two areas north of the Access Area
 - ii. Two areas within the Access Area
- b. Install signs for Parking, Loading and No Parking areas;
- c. Stabilization of the established roadway within the Access Area;
- d. Clear low brush to establish a parking area for two to three cars;
- e. Removal of invasive terrestrial plants by hand via mowing or cutting. The use of pesticides are prohibited;
- f. Define the parking area with boulders, low berm or fencing;
- g. Define a preexisting trail from the State to the Town owned property;
- h. Installation of native planting to stabilize the ground surrounding the parking area subject to the limitations of Section 10.

The Town may provide subsequent alterations or additions, at its sole cost, as may be mutually agreed upon by both parties. Mutual agreement of any such alterations, additions, or improvements shall be in writing. The Town may conduct a "Public Open House" to collect public comment in the event of any such alterations or additions.

9. IMPROVEMENTS TO THE PROPERTY ENTIRETY

The Town may establish and maintain a walking trail around Coffin Pond providing public pedestrian access and shorebank angling opportunities on the Property.

Trail use is limited to pedestrian travel only (e.g., hiking, walking, and cross country skiing). Motorized vehicles of any sort are prohibited, and non-motorized wheeled vehicle may be limited at the discretion of the Town. Maintenance shall be limited to the removal of trees which have fallen across the trail and the clearing of brush within the authorized established trail-way, including any existing bridges, to accomplish safe passage of pedestrians. No alterations, installation of new bridges, trail relocation or cutting of trees with a diameter of 4" DBH (diameter at breast height) or larger are allowed without prior written approval of the State and in accordance to NH Admin Rule Fis.900.

Any alterations, additions or improvements shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statutes. Any permits required by law or rule, shall be obtained by the Town. The said alterations shall not weaken or impair the Property, substantially lessen its value, or change its usability, or the purposes for which it was acquired. All alterations, additions or improvements shall be mutually agreeable between the State and Town.

10. USE LIMITATIONS

- A. Access to the pond cannot be limited to non-motorized boat.
- B. No person shall swim at a boat launching area in accordance with NH Admin Rule: Fis 1600.
- C. No structures, shall be constructed, placed, or introduced or moved onto the Property without prior approval from the State.
- D. No outdoor advertising structures such as signs and billboards shall be displayed on the Property.
- E. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed.
- F. No plants listed on the NH Department of Agriculture Fact Sheet "*Prohibited Invasive Plant Species*" NH Admin Rule: Agr 3802 shall be introduced on the Property for any reason.

11. MAINTENANCE, MANAGEMENT, INSPECTION AND ENFORCEMENT

For the duration of the Term, the Town shall be responsible for the maintenance, management, inspection, and enforcement of the Property at its sole cost, including but not limited to grounds maintenance, trash and litter removal.

The State and the Town of Sugar Hill shall be responsible for policing and enforcing all State rules and regulations concerning the use of the Property. Such laws and rules may be amended from time to time, and laws and rules in effect during this Lease will be enforced.

The Town shall be responsible for enforcing its rules and regulations and may, with prior consultation and approval by the State, post and enforce additional rules that may restrict any recreational activities that have become detrimental to the property, provided that they do not interfere with the Purposes of this Lease as set forth in Section 4.

12. SIGNS

The Town shall have the right to erect and maintain the existing sign and signs on the Property identifying the Property, parking area, boat launch, carry in carry out, and other information that would be helpful to the users such as listing rules and regulations and posting educational materials. All signs shall have prior approval and be done in cooperation with the State and must not restrict public access to the property or Coffin Pond.

13. PUBLIC ACCESS

The Property, specifically the access area on Route 18, shall be open 24-hours for the purpose of providing public boat access to the Coffin Pond, and any other use thereof for recreational purposes. Public use of the property is subject to compliance with all applicable NH Fish and Game administrative rules, and such use may be restricted by the Town only to the extent permitted by NH Fish and Game rules.

It being expressly understood by the parties that use of the Property cannot be restricted exclusively to Town of Sugar Hill residents.

14. WINTER MAINTENANCE

Snow removal at the Property is not required of the Town and will not be provided for by the State.

15. TEMPORARY CLOSURE OF AND IMMEDIATE ACCESS

If conditions at the parking and access area pose a health or safety hazard, and when construction, maintenance, or enforcement activities require, the Town or the State may temporarily close the area or any portion of it to public use.

16. INSURANCE

Upon the Effective Date and throughout the Term of this Lease, and any extension thereof, the Town shall at its sole cost and expense, maintain with respect to the Property and the property of which the Property is a part, comprehensive general liability insurance against claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on) in or about the Property and caused by, or claimed to have been caused by, the Town's negligent acts or omissions. All such insurance shall insure the Town primarily and name the State of New Hampshire, Fish and Game Department as "additionally insured" by certificate for covered claims caused by the Town's negligence in limits of not less than One million dollars (\$1,000,000.00) per occurrence and Two million dollars (\$2,000,000.00) aggregate.

The first certificate of such insurance is attached hereto as Appendix E and is incorporated herein by reference. The Town will in subsequent years send the insurance certificate(s) to the Business Division of the Fish and Game Department.

17. ASSIGNMENT, SUBLEASE AND INCOMPATIBLE USES

This Lease shall not be assigned by the State, nor shall the Town sublet the Property or any portion thereof. Therefore, the Town or the State will not rent, lease, or otherwise furnish or permit the use of the Property, to any enterprise or activity whereby the efficient daily operation of the Property would be adversely affected by the increase in traffic, parked vehicles, noise, odors, or any other objectionable condition or activity.

18. FIRE, CASUALTY AND EMINENT DOMAIN

Should a substantial portion of the Property or of the property of which it is a part, be substantially damaged by fire, natural disasters or other causality, or be taken by eminent domain, the Town or the State may elect to terminate this Lease.

19. TERMINATION AND SURRENDER OF THE PROPERTY

Notwithstanding anything in this Lease to the contrary, either the Town or the State, may terminate this Agreement without cause upon thirty (30) days written Notice.

In the event that the Lease, and any extension thereof, shall have expired or terminated, the Town shall peacefully quit and surrender the Property to the State, consistent with the terms herein. The Town's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

20. COMMUNICATION AND NOTICE

Any Notice sent by either party hereto to the other party shall be delivered by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 above.

General day-to day-communication between the State and Town may be done through electronic means.

21. MISCELLANEOUS

A. **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties. It can be amended only by a written instrument executed and approved by the State and the Town.

B. **No Waiver or Breach:** No assent by either party, whether express or implied, shall act as a waiver of a right of action for damages as a result of a breach of covenant, condition or obligation by the other party, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

C. **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

D. **Meaning of "Town" and "State":** Where the context so allows, the meaning of the term "Town" shall include the employees and officials of the Town, and the term "State" shall include the agencies, departments, employees, agents, contractors, servants, and licensees of the State.

E. **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

F. **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

G. **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

H. **Third Parties:** The parties hereto do not intend to benefit any specific third parties, and this agreement shall not be construed to confer any such benefit.

IN WITNESS WHEREOF:

The parties hereto have set their hands on the following three signature pages:

STATE OF NEW HAMPSHIRE

The State of New Hampshire, acting through its Fish and Game Department on this day ____ of _____, 2017.

Glenn Normandeau, Executive Director

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2017, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

TOWN OF SUGAR HILL

APPROVED: On this _____ day of _____, 2017.

BOARD OF SELECTMEN

Richard Bielefield, Chair

Margaret Connors

John J. Strasser III

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2017, Richard Bielefield, Margaret Connors and John J. Strasser, the undersigned officers who acknowledged themselves to be the members of the Board of Selectmen for the Town of Sugar Hill and that as such officers, they are duly authorized to execute the foregoing instrument for the purposes therein contained, by signing their names on behalf of the Town of Sugar Hill.

Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this ____ day of _____, 2017;

Assistant Attorney General

Approved by the Council on Resources and Development: September 14, 2017

Approved by the Long Range Capital Planning and Utilization Committee: November 14, 2017

Approved by the Governor and Executive Council: _____ Item # _____

The date of approval by the Governor and Executive Council shall constitute the Effective Date of this Lease.



Town of Sugar Hill

1411 Route 117 - P.O. BOX 574 SUGAR HILL, NEW HAMPSHIRE 03586
603-823-8468

August 10, 2017

Executive Director Glenn Normandeau
NH Fish & Game Department
11 Hazen Drive
Concord, NH 03301

Dear Executive Director Normandeau:

The Sugar Hill Select Board is in full support of the proposed ten-year lease between the State of NH/Fish & Game Department and the Town of Sugar Hill/Conservation Commission.

Coffin Pond is a well visited and used property in the Town of Sugar Hill. The pond provides a very valuable asset to our community. Having the Town's Conservation Commission monitoring the activity and the Town maintaining the parking area is a priority for continued year-round use.

Residents and visitors to the area enjoy bird watching, picnicking, boating, fishing, ice skating and just walking the trails around the pond.

The following motion was made at the August 7th, 2017 Select Board Meeting:

RICHARD BIELEFIELD made a motion that the Town of Sugar Hill, through its Conservation Commission enter into a Lease Agreement with the NH Fish and Game Department for the purpose of maintaining the 25acre Coffin Pond property, owned by the State, for a ten-year term. Seconded by JOHN STRASSER, along with discussion. Vote taken, all in favor, motion carried.

Should you have any further questions please contact our office.

Sincerely,

Richard Bielefield
Chair
Sugar Hill Select Board

cc: Betsey McNaughten

New Hampshire Council on Resources and Development

NH Office of Strategic Initiatives
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
NH Department of Fish and Game
FROM: Susan Slack, Principal Planner
NH Office of Strategic Initiatives – formerly Office of Energy and Planning
DATE: September 21, 2017
SUBJECT: Surplus Land Review, SLR 17-005-Sugar Hill

On September 14, 2017, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from the Department of Fish and Game to lease to the Town of Sugar Hill for a period of 10 years a 25-acre parcel of state-owned land on Route 18, including a public water body known as Coffin Pond, so that the town can maintain the access area.

CORD members voted to **RECOMMEND APPROVAL OF SLR 17-005**, pending no adverse comments received by the close of the 30-day public comment period on September 20, 2017. No adverse comments were received.

cc: Betsey McNaughton, Land Agent, Department of Fish and Game
Jared Chicoine, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee



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