



# New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

119 *[Signature]*

April 17, 2014

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

### REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a Memorandum of Agreement with the Department of Transportation relative to improvements to be made on Route 108 in Durham and Newmarket effective from the date of Governor and Council approval in perpetuity.
2. Authorize the New Hampshire Fish and Game Department to accept and expend \$40,000 from the Department of Transportation for impacts associated with the improvements on Route 108 in Durham on four NHFG properties. The authorization to expend these funds will be effective July 1, 2014. Funds to be budgeted as follows:

03 75 75 753020-22890000 GREAT BAY RESEARCH RESERVE PROGRAM

Class	FY 2015 Current Budget	Change	FY 2015 Revised Budget
10 Personal Services-Perm. Class.	\$315,970		315,970
20 Current Expenses	31,000	12,000	43,000
22 Rents/Leases	1,000		1,000
23 Heat, Electricity And Water	19,000		19,000
30 Equipment New/Replacement	1,000	9,000	10,000
41 Audit Fund Set Aside	385		385
50 Personal Service-Temp/Appoint.	66,725		66,725
60 Benefits	152,927		152,927
70 In-State Travel	500		500
80 Out-Of State Travel	6,000		6,000
102 Contracts For Program Services	8,000		8,000
103 Contracts For Operational Services	<u>7,000</u>	<u>19,000</u>	<u>26,000</u>
<b>Total Expenses</b>	<b>\$609,507</b>	<b>\$40,000</b>	<b>\$649,507</b>
<b>Source of Funds</b>			
000 Federal Funds	395,500		395,500
001 Transfers from Other Agencies	0	40,000	40,000
Fish And Game Funds	214,007	0	214,007
<b>Total Funds</b>	<b>\$609,507</b>	<b>\$40,000</b>	<b>\$649,507</b>

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Page 2 of 2

**EXPLANATION**

The Department of Transportation plans to construct four-foot shoulders and make miscellaneous safety improvements on Route 108 from just south of the Oyster River Bridge in Durham southerly to Bay Road in Newmarket. The Fish and Game Department through the Great Bay National Estuarine Research Reserve owns four properties along that stretch of road. The proposed construction will have 33,225 square feet of permanent impact and 30,925 square feet of temporary impact on those properties.

Approval of the Memorandum of Agreement will enable the two Departments to cooperate to enhance public safety and protect natural resources.

The four properties were purchased with federal funds from the National Oceanic and Atmospheric Administration and the U.S. Fish and Wildlife Service. The Notice of Grant Agreements entered into with the federal agencies requires their approval for any encumbrance placed on the property. The approval of the federal agencies was contingent on the receipt of \$40,000 to be used for conservation purposes in the Great Bay region.

Respectfully submitted,

  
\_\_\_\_\_  
Glenn Normandeau  
Executive Director  
Fish and Game Department

  
\_\_\_\_\_  
Christopher D. Clement Sr.  
Commissioner  
Department of Transportation

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by the New Hampshire Fish and Game Department (NHFG), of 11 Hazen Drive, Concord, New Hampshire 03301 and the New Hampshire Department of Transportation (NHDOT), whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483.

Whereas, NHDOT will construct 4-foot shoulders and miscellaneous safety improvements on NH Route 108 from just south of the Oyster River Bridge in Durham southerly to Bay Road in Newmarket (3.4 miles);

Whereas, NHDOT has developed detailed plans, indicating areas to be impacted by construction activities in the project area on a plan labeled Durham–Newmarket, STP-TE-X-5133(009), 13080, on file in the records of the NHDOT.

Whereas, NHFG owns four (4) properties, part of the Great Bay National Estuarine Research Reserve Wildlife Management Area and identified on the aforementioned Plans as Parcels 31-1, 33-1, 83 and 85, abutting or near NH Route 108 in Durham;

Whereas, parcels 33-1, 83, and 85 were purchased with funds provided by the National Oceanic and Atmospheric Administration (NOAA) and a Notice of Grant Agreement was recorded for each parcel requiring the property owner obtain approval of NOAA before disposing of or encumbering its interest in the property;

Whereas, parcel 31-1, was purchased with funds provided by the National Oceanic and Atmospheric Administration and the North American Wetland Conservation Fund. Notice of Grant Agreements were recorded for each funding source requiring the property owner obtain approval of NOAA and the U.S. Fish and Wildlife Service (FWS) before disposing of or encumbering its interest in the property;

Whereas, parcels 33-1, 83, and 85, to NHFG are subject to permanent and enforceable conservation restrictions to the benefit of The Nature Conservancy (TNC);

Whereas, parcel 31-1, to NHFG is subject to permanent and enforceable conservation restrictions to the benefit of the Town of Durham;

Whereas NHFG has received the approval of NOAA and FWS to convey the following management rights, described below, to NHDOT;

Whereas NHFG has received the concurrence of TNC and the Town of Durham that NHDOT's proposed management activities are not in violation of the conservation restrictions held by each party.

Whereas, NHFG and NHDOT, wish to work together to enhance public safety and protect natural resources.

Now therefore, the parties agree to the following:

NHFG shall:

Transfer permanent management rights to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through 23,550 square feet of its property identified as parcels 31-1, 33-1, 83, and 85 on the above-referenced Plan, in accordance with the standard practice of highway construction.

Transfer permanent management rights to construct, reconstruct, and maintain, a 2,275 square foot sight line area on its property identified as parcel 83 on the above-referenced Plan, in accordance with the standard practice of highway construction.

Transfer permanent management rights to construct, reconstruct, maintain, repair and operate a utility corridor over, under or through 7,400 square feet of its property identified as parcel 33-1 on the above-referenced Plan, in accordance with the standard practice of highway construction.

Transfer temporary management rights on 3,475 square feet to relocate, construct or reconstruct stonewalls located on its property identified as parcel 33-1 on the above-referenced Plan. Said temporary management rights areas shall be affected for a period of thirty-six (36) months during the construction of the project. The property owner shall have unencumbered use of the areas at all other times. Said right shall expire on November 1, 2023, or one (1) year after completion of the construction for the project, whichever date shall come first.

Transfer temporary management rights on 650 square feet to construct or reconstruct the driveway located on its property identified as parcel 85 on the above-referenced Plan for the purpose of matching the driveway to NH Route 108 as shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary management rights area shall be affected for a period of thirty-six (36) months during the construction of the project. The property owner shall have unencumbered use of the area at all other times. Said right shall expire on November 1, 2023, or one (1) year after completion of the construction for the project, whichever date shall come first.

Transfer temporary management rights on 26,800 square feet to construct slopes and embankments on parcels 31-1, 33-1, 83 and 85, land of the NHFG, at such an angle as will hold NH Route 108 and the material in the slopes in repose against ordinary erosion as shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary management rights shall be affected for a period of thirty-six (36) months during the construction of the project. The property owner shall have unencumbered use of the areas at all other times. Said easements shall expire on November 1, 2023, or one (1) year after completion of the construction for the project, whichever date shall come first.

Being an interest in those properties recorded at the Strafford County Registry of Deeds:

Parcel 31-1 (Beaudette II) Book 4015, Page 460, dated May 4, 2012;  
Parcel 33-1 (Moriarity) Book 3793, Page 564, dated November 24, 2009;  
Parcel 83 (Gaudy Farrell) Book 3351, Page 211, dated March 31, 2006;  
Parcel 85 (Powers) Book 2920, Page 224, dated December 24, 2003.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Executive Director of the State of New Hampshire Department of Fish and Game, duly authorized and executed this 2<sup>nd</sup> day of April, in the year of our Lord, 2014.

Signed, Sealed and Delivered  
in the presence of:

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF FISH AND GAME

Carol Henderson

Glenn Normandeau  
Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE, Merrimack County SS

A. D., 2014.

On this 2<sup>nd</sup> day of April, 2014, before me, Glenn Normandeau the undersigned officer, personally appeared, Glenn Normandeau, who acknowledged as being the Executive Director of the State of New Hampshire Department of Fish and Game and that as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the State of New Hampshire as Executive Director of the Department of Fish and Game.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Tanya L. Haskell  
Notary Public/Justice of the Peace

My commission expires: TANYA L. HASKELL, Notary Public  
My Commission Expires October 6, 2015

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the State of New Hampshire Department Transportation, duly authorized and executed this 4th day of APRIL, in the year of our Lord, 2014.

Signed, Sealed and Delivered  
in the presence of:



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

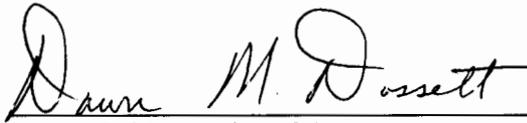
Christopher D. Clement Sr.  
Christopher D. Clement Sr., Commissioner

STATE OF NEW HAMPSHIRE, Merrimack County SS

A. D., 2014.

On this 4th day of APRIL 4, 2014, before me, DAWN M. DOSSETT the undersigned officer, personally appeared, Christopher D. Clement Sr., who acknowledged as being the Commissioner of the State of New Hampshire Department of Transportation and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the State of New Hampshire as Commissioner of the Department of Transportation.

IN WITNESS WHEREOF I have hereunto set my hand and seal.



Notary Public/Justice of the Peace

My commission expires: DAWN M. DOSSETT  
Notary Public-New Hampshire  
My Commission Expires Sept. 28, 2016

Approved by the ATTORNEY GENERAL this 23rd day of May, 2014

Lauren J. Noether  
Lauren J. Noether  
Senior Assistant Attorney General