

MEMORANDUM OF AGREEMENT (MOA)
Between the
COUNCIL ON RESOURCES AND DEVELOPMENT
and the
NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

This Memorandum of Agreement (the "Agreement") is entered into by the Council on Resources and Development, hereinafter referred to as "CORD," and the New Hampshire Department of Natural and Cultural Resources, hereinafter referred to as "DNCR." Collectively, CORD and DNCR shall be referred to as the "Parties."

Whereas, pursuant to RSA 162-C:8, there exists a Monitoring Endowment utilized by CORD for limited purposes related to the monitoring and enforcement of certain land conservation interests;

Whereas, in accordance with RSA 162-C:8, CORD may utilize gifts, donations, and grants to the Monitoring Endowment specifically for monitoring and enforcing land conservation interests acquired by the State of New Hampshire;

Whereas, DNCR, as an agency of the State of New Hampshire, acquires and holds conservation easements in perpetuity to preserve and conserve traditional forest uses including forest management, open spaces, water resources, fish and wildlife habitats, scenic vistas and outdoor recreation opportunities for the enjoyment and education of the general public;

Whereas, DNCR has the technical expertise to efficiently carry out easement stewardship, monitoring, and enforcement activities and currently carries out these activities for DNCR-held conservation easements; and

Whereas, DNCR periodically receives monetary gifts, donations and grants intended for the purpose of monitoring and enforcing the conservation interests it acquires and holds through such conservation easements;

Now Therefore, the Parties agree to cooperate as follows:

1. DNCR may, with CORD's cooperation as necessary, deposit funds intended to support easement monitoring or enforcement into the Monitoring Endowment in accordance with RSA 162-C:8. Any amount DNCR deposits into the Monitoring Endowment shall be deemed to be sufficient to generate interest in the long-term to support stewardship efforts for the easement land in perpetuity.
2. To the extent DNCR makes such deposits into the Monitoring Endowment, DNCR may seek disbursement of such funds or income thereon for easement monitoring and enforcement on DNCR-held easements consistent with RSA 162-C:8, by submitting a written request to CORD for such disbursement.

3. Upon receipt of a request for disbursement from DNCR, CORD will approve the request in its discretion, not to be unreasonably withheld, in accordance with RSA 162-C:8 for the purpose of enabling DNCR to monitor and enforce land conservation interests acquired or otherwise held by DNCR.
4. Upon approval of a disbursement request from DNCR, CORD will authorize the State Treasurer to disburse funds to DNCR from the additional gifts, donations, and grants portion of the Monitoring Endowment
5. To the extent a dispute arises between the Parties with respect to a request for disbursement by DNCR, the dispute shall be resolved pursuant to the process described in DAS Manual of Procedure 161 [Memoranda of Understanding], VI [Resolution of Disputes Under Interagency MOU's].
6. With respect to each of the specific lands for which DNCR deposits funds into the Monitoring Endowment, DNCR will conduct easement stewardship, monitoring, and enforcement activities. Such activities will generally include, but are not limited to, the following:
 - a. Approximately annual monitoring to ensure that the terms of the conservation easement are materially satisfied, to include, when practical, a personal contact/visit with the landowner(s) or their representative(s) to discuss the easement and any proposed or undertaken activities related to the property.
 - b. Maintaining hard and electronic copies of all correspondence, monitoring reports, and information regarding changes of address, changes in land management that may affect wildlife habitat, and other land management issues with respect to each property.
 - c. Developing and maintaining a database to track parcels, landowners, status, etc.
 - d. Conducting aerial monitoring and photography as necessary or desirable to document the condition of each property.
 - e. Reviewing and approving or disapproving actions of grantors or their successors in interest as required by any conservation easement deed or other instrument related to this Agreement.
 - f. Resolving, to the extent practicable, conflicts which arise from the enforcement of the terms of an easement. DNCR shall have final decision-making authority with respect to the disposition of enforcement of the terms of any easement.
7. This Agreement is intended to apply to all monetary gifts, donations, and grants that DNCR deposits into the Monitoring Endowment pursuant to RSA 162-C:8.

8. This Agreement, which will commence upon approval of the Governor and Executive Council, will remain in effect until June 30, 2035. The Parties intend to thereafter continue the long term stewardship of conservation lands through timely renewal of this Agreement.
9. This Agreement may be amended with the written consent of the Parties and upon approval of the Governor and Executive Council to the extent such approval is required.

In witness whereof, the Parties hereunto set their hands on the dates indicated.

Approved By:

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

Date

Heather Shank, Chair
Council on Resources and Development

Date

Approved as to form, substance and execution by:

Nathan W. Kenison-Marvin
Assistant Attorney General

Date

Approved by GOVERNOR AND COUNCIL on _____, Item # _____.