

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdf.org

December 1, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to amend an existing contract with McManus & Nault Appraisal Company, Inc. (VC #164307), Bow, NH for appraisal services by extending the completion date from January 31, 2021 to June 30, 2021, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on September 23, 2020, Item #58. 100% Federal Funds.

EXPLANATION

The Division of Forests and Lands is in the process of negotiating future acquisition of two conservation easements through the federal Forest Legacy Program on 5,441 acres +/- and 954 acres +/-, which abut each other, in the towns of Campton and Sandwich. This requires establishing the fair market value of the conservation easements in conformance with federal appraisal standards known as the "Uniform Appraisal Standards for Federal Land Acquisitions" (UASFLA), referred to as Yellow Book appraisal standards, and the "Uniform Standards of Professional Appraisal Practice" (USPAP).

We are requesting to extend the completion date to ensure that there is enough time for the contractor to work through the detailed requirements of the federal review appraiser.

The Attorney General's Office has approved the contract amendment as to form, substance and execution.

Respectfully submitted,

Concurred,



Patrick D. Hackley
Director



Sarah L. Stewart
Commissioner

Amendment of Contract

The Department of Natural and Cultural Resources and McManus & Nault Appraisal Company, Inc. hereby mutually agree to amend the contract for appraisal services originally approved by the Governor and Executive Council on September 23, 2020, Item #58, as follows:

1. Amend General Provision 1.7, Completion Date, from "January 31, 2021" to "June 30, 2021"; and
2. Amend Exhibit C "Term" to read, "This contract shall commence upon approval of the Governor and Executive Council, with a completion date of June 30, 2021";
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands.

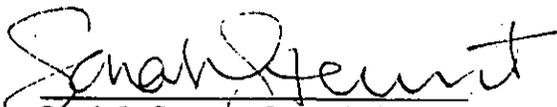
McManus & Nault Appraisal Company, Inc.



Peter Nault, President

12/18/2020
Date

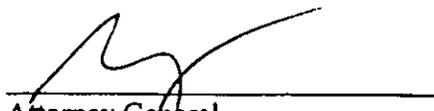
Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

12/16/2020
Date

Approved as to form, substance, and execution



Attorney General
Michael Haley, Attorney

12/18/2020
Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCMANUS & NAULT APPRAISAL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 30, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 412971

Certificate Number: 0004915642



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

MCMANUS & NAULT APPRAISAL COMPANY, INC.
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

CERTIFICATE OF VOTE

I, Kevin A. McManus, hereby certify that I am duly elected Treasurer and Vice President of McManus & Nault Appraisal Company, Inc.. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 2, 2020, at which a quorum of the directors/shareholders were present and voting.

Voted: That Peter I. Nault and Kevin A. McManus are duly authorized to enter into contracts or agreements on behalf of McManus & Nault Appraisal Company, Inc. with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: Dec 2, 2020

ATTEST: Kevin A McManus
(Name & Title)

STATE OF New Hampshire
COUNTY OF Belmont

^{SO} On 2 the 2nd day of December, 2020 before me
KM ~~Kevin A. McManus~~ the undersigned officer personally
appeared Kevin A. McManus known to me or satisfactorily proven to be the
person whose name is subscribed to the within instrument and acknowledged that he/she
executed the same for purposes therein contained. In witness whereof, I hereunto set me hand
and official seal:

Stacy Bell
Justice of the Peace / Notary Public

My Commission Expires: 6-5-24



MCMANAU-01

ESHEPPARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Group, Inc. PO Box 2300 Henniker, NH 03242	CONTACT NAME: PHONE (A/C, No, Ext): (603) 428-3238		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: MMG Insurance Company			16997
INSURED McManus Nault Appraisal Co Inc 1496 Route 3A Bow, NH 03304	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL (NSD)	SUBR (VVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP10953453	9/18/2020	9/18/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (E.A. OCCURRENCE) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA10953463	9/18/2020	9/18/2021	COMBINED SINGLE LIMIT (E.A. ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
It is agreed and understood that the State of New Hampshire is included as additional insured on the General Liability when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire 33 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Eubia Sheppard</i>

Lavoie, Leanne

From: Boisvert, Tracey
Sent: Wednesday, December 16, 2020 9:32 AM
To: Lavoie, Leanne
Subject: FW: Worker's Comp Insurance Verification

Hi Leanne,

Here is Peter Nault's response.

Thanks,
Tracey

From: Peter <peternault@comcast.net>
Sent: Wednesday, December 16, 2020 9:29 AM
To: Boisvert, Tracey <Tracey.L.Boisvert@dncr.nh.gov>
Subject: Re: Worker's Comp Insurance Verification

Tracey,

Since we don't have any employees, we are not required to have worker's compensation insurance. Kevin McManus and I are the owners and we are the only ones that work at our company.

Thanks,

Peter

Peter Nault
McManus & Nault Appraisal Company, Inc.

Sent from XFINITY Connect Mobile App

----- Original Message -----

From: Boisvert, Tracey
To: Peter Nault
Sent: December 16, 2020 at 9:16 AM
Subject: Worker's Comp Insurance Verification

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Peter,

We're being asked by our business office to have you verify again that your company does not need to have Worker's Comp Insurance. Attached is the email that you sent us for the original contract. Apparently, they need something similar again for the amendment.

Thanks,
Tracey



58 JLR

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

August 26, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a contract with McManus & Nault Appraisal Company, Inc. (VC #164307), Bow, NH in the amount of \$18,900 for appraisal services effective upon Governor and Executive Council approval through January 31, 2021. 100% Federal Funds.

Funding is available in account, Forest Legacy - II, as follows:

03-035-035-351510-35460000-033-509033 – Land Acquisition and Easements FY2021
\$18,900

EXPLANATION

The Division of Forests and Lands is in the process of negotiating future acquisition of two conservation easements through the federal Forest Legacy Program on 5,441 acres +/- and 954 acres +/-, which abut each other, in the towns of Campton and Sandwich. This requires establishing the fair market value of the conservation easements in conformance with federal appraisal standards known as the "Uniform Appraisal Standards for Federal Land Acquisitions" (UASFLA), referred to as Yellow Book appraisal standards, and the "Uniform Standards of Professional Appraisal Practice" (USPAP).

On June 3, 2020, an invitation to submit proposals for appraisal services for these two conservation easements was posted on the Division of Purchase and Property's website and was additionally emailed to a list of eight appraisers qualified to do Yellow Book appraisals in New Hampshire. One proposal was received on June 22, 2020 and that was from McManus & Nault Appraisal Company, Inc.

The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,


William T. Guinn
Acting Director


Sarah L. Stewart
Commissioner

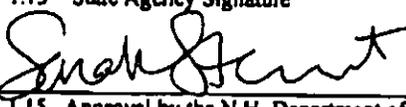
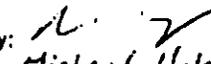
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name McManus & Nault Appraisal Company, Inc.		1.4 Contractor Address 1496 Route 3A, Suite 6 Bow, NH 03304	
1.5 Contractor Phone Number (603) 856-7829	1.6 Account Number 35460000-033	1.7 Completion Date January 31, 2021	1.8 Price Limitation \$18,900
1.9 Contracting Officer for State Agency Tracey Boisvert Administrator Lands Management Bureau		1.10 State Agency Telephone Number (630) 271-2214	
1.11 Contractor Signature  Date: 7/27/21		1.12 Name and Title of Contractor Signatory Peter F. Nault President Kennedy	
1.13 State Agency Signature  Date: 9/9/20		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Michael Haley, Attorney On: 9/9/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: 58 O&C Meeting Date: 9/23/2020			

Contractor Initials 
 Date 7/27/21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**STATE OF NEW
HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL
RESOURCES DIVISION OF FORESTS AND
LANDS**

**Beebe River Highlands Forest Legacy Program Conservation Easement Appraisals
Towns of Campton and Sandwich, NH**

EXHIBIT A – SPECIAL PROVISIONS

There are no additional or special provisions in this contract.

EXHIBIT B – SCOPE OF SERVICES

Assignment Description

Prepare an appraisal report for each of the two subject properties, determining the before and after fair market value of the Forest Legacy Program Conservation Easement interest in the subject property(s) that meets federal appraisal standards known as the "Uniform Appraisal Standards for Federal Land Acquisitions" (UASFLA) and the "Uniform Standards of Professional Appraisal Practice" (USPAP).

Assignment Conditions

This appraisal assignment deals with the proposed partial acquisition of Forest Legacy Program conservation easements for two subject properties known as the Beebe River and Spencer Brook properties, 5,441 ± acres and 954 ± acres respectively, located in the Towns of Campton and Sandwich, Grafton and Carroll Counties, NH. The two properties are part of the federally funded Beebe River Highlands Forest Legacy Project.

Each property will be the subject of an appraisal report. The appraisal reports will provide an opinion of value for each of the larger parcels before the proposed acquisition, and an opinion of value for the remainder parcels after the proposed acquisition based on the Hypothetical Condition that they are encumbered with the proposed Forest Legacy Program conservation easements.

A "Task Assignment" for each property is attached as "Exhibit B - Attachment-1", which further details the Scope of Services. The Task Assignment may be updated and provided to the Contractor after a site visit and/or in consultation with the Federal reviewer.

The appraisal report for the first property must be completed and delivered to the U.S. Forest Service within 60 days of receiving the Notice to Proceed. The appraisal shall provide the complete, signed appraisal, as an electronic copy and in PDF format, to the Forest Service reviewer for the initial review. Revisions, corrections, clarification may be requested. The Contractor shall respond, in no more than thirty days, to the initial and any subsequent review comments from the Forest Service reviewer.

After the Forest Service reviewer has notified the appraiser that the appraisal (with any revisions) has been approved, the appraiser shall provide, within seven days of receiving final reapproval, two hard copies of the final approved report and an electronic copy in PDF format to the U. S. Forest Service and one hard copy of the final approved report and an electronic copy in PDF format to the DNCR.

Contractor Initials
Date

[Handwritten Signature]
5/22/12

EXHIBIT C – METHOD OF PAYMENT

Contract Price

Total contract shall not exceed: \$18,900.00

Method of Payment

75% of the total payment shall be made following submission of each initial appraisal to the federal review appraiser, within 30 days after receipt of an invoice, and approved by the project manager. The remaining 25% of the total payment shall be made upon receipt of each completed, final approved appraisal report, within 30 days after receipt of an invoice and approved by the project manager, as follows:

	75% of Total	25% of Total	Total Payment
Beebe River Property	\$7,800	\$2,600	\$10,400
Spencer Brook Property	\$6,375	\$2,125	\$8,500

Term

This contract shall commence upon approval by the Governor and Executive Council with a completion date of January 31, 2021.

Contractor Initials

Date

lf
7/22/20

EXHIBIT B - ATTACHMENT I



United States
Department of
Agriculture

Forest Service
Eastern Region

626 E. Wisconsin Ave., Suite 600
Milwaukee, WI 53202
(414)-297-3621
(414)-944-3694 FAX

Date ??, 2020

TBD
TBD
TBD
TBD

Dear Mr. / Ms. TBD,

You have been entered into a contract with the State of New Hampshire to prepare an appraisal of lands considered for a conservation easement in the Town of Campton, Grafton County, and Town of Sandwich, Carroll County, New Hampshire. Do not deviate from these instructions unless I amend them for you in writing. Any deviation from written instructions in the appraisal will render it invalid. If additional information becomes available during the course of this assignment, which is not consistent with the information included in this task assignment, the assignment instructions may be revised.

Forest Service Appraisal Case File Tracking No.:	FLP20-4233-0453 Beebe River Headwaters – Tract I Beebe River
Date:	TBD, 2020
US Forest Service Review Appraiser Contact Information:	Angela M. Kwasny, MAI, AI-GRS Senior Review Appraiser/Region 9 U.S. Department of Agriculture Forest Service 626 E. Wisconsin Avenue, Suite 600 Milwaukee, WI 53202 Phone: (414) 297-3621 Email: angela.kwasny@usda.gov

The above stated Forest Service review appraiser is the point of contact for appraisal assignment instructions, pre-work, and communication regarding the assignment during the course of the appraisal and review. The Forest Service review appraiser needs to be contacted for a pre-work meeting to discuss basic specifications, appraisal instructions, and review procedures before beginning the assignment.

As the Appraiser, disclose any services performed in conjunction with the property immediately preceding accepting the assignment, as an appraiser or in any other capacity. The non-federal appraiser shall report any conflict of interest, any potential conflict of interest, or any situation which may be perceived to result in an appearance of a conflict of interest prior to accepting the appraisal assignment.



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Date *2/27/20*

Copies of the appraisal and any other valuation documentation or opinions of value shall be furnished to the Forest Service review appraiser. Copies of the appraisal, analyses, or opinions of value shall not be provided to the State until notification by the Forest Service reviewer that the appraisal has been reviewed and approved for Forest Service use. The property owner shall not be provided with appraisal data, analyses, opinions of value, or copies of the appraisal at any time during or after completion of the assignment.

Federal appraisals are subject to disclosure under the Freedom of Information Act (FOIA).

If you have any questions or comments as you conduct the analysis and prepare the report, please contact me at 414-297-3621 or angela.kwasny@usda.gov

Sincerely,

ANGELA M. KWASNY, MAI, AI-GRS
Senior Review Appraiser

cc: Susan Francher, New Hampshire Forest Legacy Program Coordinator
W. Crawford, Regional Appraiser, USFS
D. Urquhart, FLP Specialist



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Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date: 7/29/12]

**Forest Legacy Program Appraisal Assignment Instructions
 TAS Assignment Summary**

Project Identification	<i>Please include the following 6 sections on the cover and letter of transmittal verbatim.</i>
Official Case Name and Number	Beebe River Headwaters Tract I – Beebe River
Forest Service Case File Tracking No.:	FLP20-4233-0453
State	New Hampshire
Project Name	Beebe River Headwaters
FLP Grant Number	#17-DG-11420004-157
Location (County, State)	Beebe River Headwaters Tract I- Beebe River is 5,441.04 acres located in Campton, Grafton County and Sandwich, Carroll County, New Hampshire. Please refer to the map at the end of these instructions. *Note acres on the map were prior to the survey and have changed.
Overview	<p>The ownership of The Conservation Fund contains a total of approximately 5,441.04 acres referred to as Beebe River Headwaters Tract I – Beebe River.</p> <p>Per UASFLA 2.3.6.2 damages as such are not appraised. However, the appraiser shall briefly explain any damages to the remainder property and allocate the difference in the value of the property before and after the acquisition between the value of the acquisition and the damages to the remainder. The appraiser should note the allocation is an accounting tabulation and not necessarily indicative of the appraisal method employed. If damages have been measured by a cost to cure, the appraiser must justify the cost to cure and demonstrate that the cost to cure is less than the damage would be if the cure was not undertaken.</p> <p>A preliminary larger parcel has not been identified. As the appraiser, you will need to determine the larger parcel based upon those tracts of land that possess a unity of ownership and have the same or integrated highest and best use (UASFLA 4.3.3). Please refer to BHR-BR Map Other Properties Owned by TCF NH 3.2020, which notes other property in the area owned by The Conservation Fund.</p>



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

	<p>The proposed acquisition is a partial interest (conservation easement) acquisition of +/- 5,441.04 acres.</p> <p>The remainder parcel is the same property described for the larger parcel subject to the proposed FLP Conservation Easement and Restriction (CER) over all the property.</p> <table border="1" data-bbox="630 576 1122 676"> <thead> <tr> <th>CER Acres</th> <th>Unencumbered Acres</th> <th>Total Acres</th> </tr> </thead> <tbody> <tr> <td>5,441.04</td> <td>0</td> <td>5,441.04</td> </tr> </tbody> </table> <p>The value conclusions should be stated as a unit value (dollars per acre in most cases) and a total property value. The report should also state the range of units (acreage in most cases) within which the unit of value would be valid.</p>	CER Acres	Unencumbered Acres	Total Acres	5,441.04	0	5,441.04
CER Acres	Unencumbered Acres	Total Acres					
5,441.04	0	5,441.04					
<p>Client, Intended Users/Intended Use</p>							
<p>Client</p>	<p><i>Reference: Forest Service Manual Amendment No. 5400-2017-1 effective May 30, 2017. In the case of a Federal acquisition, the Forest Service is the Client as defined in section 5410.5. In the case of a State acquisition under the State grant option, the State is the entity implementing the Forest Legacy Program. For this reason, for appraisals involving Federal Financial Assistance grants to the State, both the Forest Service and the State lead agency for Forest Legacy will be the Client (as defined in section 5410.5).</i></p> <p>The clients are the USDA Forest Service and the New Hampshire Department of Natural and Cultural Resources.</p> <p>Attention: Angela M. Kwasny, MAI, AI-GRS USDA Forest Service, Senior Review Appraiser/Region 9</p>						
<p>Intended Users</p>	<p><i>The IRS is not an intended user of this appraisal. The property owner is not an intended user of this appraisal. Only the parties specifically identified below are authorized to rely upon the appraisal.</i></p> <p>The intended users are the USDA Forest Service and the New Hampshire Department of Natural and Cultural Resources.</p>						



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

<p>Intended Use</p>	<p>The intended use of the appraisal is to assist the State of New Hampshire Department of Natural and Cultural Resources in applying for funding for the proposed acquisition from the Forest Legacy Program of the U.S. Forest Service.</p>
<p>Professional Standards and Assignment Conditions</p>	<p>The appraisal is to be prepared in conformance with the <i>Uniform Appraisal Standards for Federal Land Acquisitions</i> (Interagency Land Acquisition Conference, 2016) (UASFLA), and the <i>Uniform Standards for Professional Appraisal Practice</i> (<u>The Appraisal Foundation</u>, current edition) (USPAP).</p> <p>If any of the provisions of USPAP conflict with UASFLA, then the standards of UASFLA take precedence under the Jurisdictional Exception of USPAP.</p>
<p>Legal Description(s)</p>	<p><i>Lengthy legal descriptions may be attached.</i></p> <p>Refer to the 02_ConservationEasement_LegalDescription file folder on box. The legal description for the larger ownership (+/- 5,441.04 acres) is assumed to be the same as the legal description for the area proposed to be encumbered with the conservation easement as noted BRH-BR Legal Description. If you determine additional parcels are part of the larger parcel during your analysis, please contact the review appraiser to request additional legal descriptions of the other areas.</p> <p>Remainder Estate A legal description (subject to survey) is available for the proposed FLP CE and is included in the supporting documents on box in BRH-BR Legal Description.</p>



Contractor Initials la
Date 2/22/10

<p>Interests (Estate) Appraised</p>	<p><i>The interests (estate) to be appraised are the "as is" rights, title, and interests which the property owner can convey as of the effective date of value. Refer to the title, last deed, outstanding rights, recorded and unrecorded agreements, etc. Refer to UASFLA, 1.2.6.1.</i></p> <p>Preliminary Larger Parcel: All rights, title, and interest in and to the 5,441.04-acre property owned by The Conservation Fund subject to the following outstanding rights, reservations, and/or encumbrances (based upon the legal description and title information):</p> <p><u>Campton Grafton County exceptions:</u></p> <p>EX10. Access to the insured parcel is insured via Eastern Corners Road, a public way.</p> <p>EX11. Reservations of flowage and other rights reserved in deed from Parker Young Company to Draper Corporation and recorded in the Grafton County Registry of Deeds at Volume 586, page 435 and Page 443. <i>The Title Policy issued pursuant to this commitment shall provide Affirmative Coverage over the foregoing exception to be evidenced by an ALTA 34 Endorsement.</i></p> <p>EX12. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated February 24, 1955, and recorded in the Grafton County Registry of Deeds in Volume 860, Page 241.</p> <p>EX13. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated November 17, 1955, and in the Grafton County Registry of Deeds in Volume 873, Page 281.</p> <p>EX14. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated November 17, 1955, and in the Grafton County Registry of Deeds in</p>
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	<p>Volume 873, Page 286, as amended to correct the description dated April 30, 1956, and recorded in Volume 876, Page 412.</p> <p>EX15. Notices of Current Use Taxation recorded in the Grafton County Registry of Deeds at Volume 1451, page 478; Volume 1562, Page 114 and Volume 1912, Page 934.</p> <p>EX16. Easement Deed of Yorkshire Timber Company to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company dated August 12, 1979, and recorded in the Grafton County Registry of Deeds at Volume 1388, Page 602.</p> <p>EX17. Easement Deed of Yorkshire Timber Company to United States of America dated March 27, 1986, and recorded in the Grafton County Registry of Deeds at Volume 1600, Page 763 for non-exclusive rights to use Beebe River Road, ditch and drainage rights and shown on plan in Volume 1600, Page 765.</p> <p>EX18. Agreement and Consent to Joint Use made July 19, 2017 by and between Public Service Company of New Hampshire, doing business as Eversource Energy and The Conservation Fund recorded at the Grafton County Registry of Deeds in Book 4301, Page 190 regarding the easement deed recorded at Grafton County Registry of Deeds, Book 876 Page 412. (See exception number 14 above).</p> <p><u>Sandwich Carroll County exceptions:</u></p> <p>EX19. This policy insures access to the insured property through other property of the insured located in Campton, Grafton</p>
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	<p>County, NH which abuts Eastern Corners Road, a public way.</p> <p>EX20. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated November 17, 1955 and recorded in the Carroll County Registry of Deeds at Volume 311, Page 312.</p> <p>EX21. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated November 17, 1955, and recorded in the Carroll County Registry of Deeds at Volume 311, Page 535.</p> <p>EX22. Easement deed of Draper Corporation to Public Service Company of New Hampshire dated April 30, 1956, and recorded in the Carroll County Registry of Deeds at Volume 311, Page 536.</p> <p>EX23. Notice of current use taxation recorded in the Carroll County Registry of Deeds at Volume 859, page 67.</p> <p>EX24. Right of way easement to the United State of America, dated March 27, 1986, and recorded in the Carroll County Registry of Deeds at Volume 1106, page 99.</p> <p>EX25. Right of way easement to the United States of America, dated April 28, 1987, and recorded in the Carroll County Registry of Deeds at Volume 1226, Page 143.</p> <p><u>Sandwich, Carroll County and Campton, Grafton County Exceptions:</u></p> <p>EX26. Those matters as delineated on a plan entitled "Beebe River Tract, The Conservation Fund, Tax Map C6, Parcel 10-7-4, Campton, Grafton County and Tax Map R24, Parcel 1, Sandwich, Carroll County, New Hampshire," dated June 8, 2018, to be</p>
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	<p>recorded in the Grafton County Registry of Deeds.</p> <p>Copies of all the above referenced title exception deeds and a title exception memo are available via box under the 01_Title folder. Please include comments within the appraisal report regarding whether each of these items has any impact on value.</p> <p>Remainder Parcel: All rights, title, and interest in and to the property subject to the following outstanding rights, reservations, and/or encumbrances:</p> <p>All the same as the preliminary larger parcel plus the following:</p> <p>EX27. Performance and compliance with the covenants, restrictions and conditions set forth in the Grant of Forest Legacy Conservation Easement, insured herein. (See Hypothetical Condition).</p> <p>Copies of all the above referenced title exception deeds and a title exception memo are available via box under the 01_Title folder. Please include comments within the appraisal report regarding whether each of these items has any impact on value.</p>
<p>Hypothetical Conditions</p>	<p><i>The appraisal must not include any hypothetical conditions not approved in writing in advance by the reviewer.</i></p> <p>Include the following hypothetical condition in the after analysis:</p> <p>1) The remainder property is encumbered with the proposed Forest Legacy conservation easement restriction as of the effective date of value.</p>



Extraordinary Assumptions	<p><i>The appraisal must not include any extraordinary assumptions not approved in writing in advance by the reviewer.</i></p> <p>Include the following extraordinary assumption verbatim in your report for both the before and after analysis:</p> <ol style="list-style-type: none">1) The property is unaffected by hazardous material, and if found to be so affected, the property shall be cleaned up or the effect of the hazardous substances or petroleum products shall be remediated prior to conveyance.
Definition of Value	<p>"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property." *</p> <p>Note: The reader should note that this definition of market value, required by the Uniform Appraisal Standards for Federal Land Acquisitions, is not "linked" to a specific "exposure time" estimate as required by the Uniform Standards of Professional Appraisal Practice (USPAP, SR 1-2-c). Such estimates are inappropriate for, and should not be included in, appraisal reports prepared for federal land acquisitions under these standards (4.2.1.2, UASFLA, 2016). This appraisal therefore invokes the Jurisdictional Exception Rule and does not include an opinion of reasonable exposure time.</p> <p>*1.2.4, Uniform Appraisal Standards for Federal Land Acquisitions, (<i>Interagency Land Acquisition Conference, 2016</i>)</p>



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

Larger Parcel	<p><i>The appraiser is ultimately responsible for the determination of the larger parcel. The information provided in this task assignment regarding ownership is intended to assist the appraiser in forming a preliminary understanding of the scope of the assignment. The appraiser should contact the reviewer to discuss the appraiser's opinion of larger parcel early in the appraisal process.</i></p> <p>The preliminary larger parcel has not been identified. As the appraiser you will need to determine the larger parcel based upon those tracts of land that possess a unity of ownership and have the same or integrated highest and best use (UASFLA 4.3.3).</p>
Ownership	<p><i>Identify property held under the same ownership contiguous, in the nearby market area, or which should be considered in forming an opinion of larger parcel.</i></p> <p>The owner is The Conservation Fund and is reported to own a total of 5,441.04 acres at this location. Other properties owned by The Conservation Fund are noted on BHR-BR Map Other Properties Owned by TCF NH 3.2.2020. As the appraiser, you should confirm whether they own any other properties that could be a part of the larger parcel during the appraisal process. A conservation easement is proposed for all 5,441.04 acres. Please refer to the BRH-BR Survey 3.4.20 located on box for the location of the easement.</p>
Land/Acres	5,441.04 acres.
Location	Beebe River Headwaters Tract I is located in the Town of Campton, Grafton County, and Town of Sandwich, Carroll County, New Hampshire.
Access (Legal and Physical Access)	<p>Legal and physical access to the subject property is from Beebe River Road and Eastern Corners Road. Please refer to the BRH-BR Survey_3.4.2020 and various title documents.</p> <p>The appraiser is required to provide a complete description of legal and physical access to the property (i.e. Tract I is legally and physically accessible from XYZ road, a paved county road that is accessible year-round with a standard vehicle).</p>



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

Oil, Gas, Mineral, Sand/Gravel Assets	No outstanding rights. No known assets. Please refer to BRH-BR Mineral Rights Letter 1.23.2020 .
Timber	<p>A timber cruise is not available. The appraiser is expected to determine the feasibility of timber production as part of the Highest and Best Use (HBU) analysis. If the HBU includes timber production, the appraiser shall inform the Review Appraiser and work with the State to procure a timber inventory or timber cruise under a separate contract.</p> <p>In using this report, the appraiser cannot merely accept such consultant report as accurate, but rather must analyze such report and adopt them only if reasonable and adequately documented and supported (UASFLA 1.13).</p>
Water Features	The subject is located along the Beebe River, which bi-sects the property. Over the past few years extensive work was done to reconstruct culverts and bridges to improve access for wildlife. Please refer to the following link for additional information. https://www.conservationfund.org/projects/beebe-river-nh-reconnecting-a-river-wildlife-and-a-community-s-favorite-place
Other Features	No other features.
Buildings and Site Improvements	No buildings.
Approaches to Value	All appropriate approaches to value shall be considered in the appraisal.
Acquisition	<p>The proposed acquisition is a partial interest acquisition of conservation easement rights to encumber 5,441.04 acres of the larger parcel (5,441.04 acres). Please refer to the Map Survey GIS folder on box, which has BRH-BR Survey_3.4.2020 for the location of the easement.</p> <p>Please refer to the BRH-BR CE 4.30.2020 final.pdf within the 02_Conversation Easement_Legal Description file folder on box for the conservation easement restrictions.</p>



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

Remainder Property Description	The remainder property is physically the same as described for the larger parcel 5,441.04 acres with 5,441.04 acres encumbered with a conservation easement.
Land/Acres	5,441.04 acres.
Location	Same
Access (Legal and Physical Access)	Same
Oil, Gas, Mineral, Sand/Gravel Assets	Same
Timber	Same
Water Features	Same
Other Features	Same
Buildings and Site Improvements	Same as described for the preliminary larger parcel.
Approaches to Value	All appropriate approaches to value shall be considered in the appraisal.
Contact Information	
State Forest Legacy Program Coordinator Contact Information	<p>Susan Francher Forest Legacy Program Coordinator New Hampshire Administrator, Planning & Community Forestry NH Division of Forests and Lands 172 Pembroke Road Concord, NH 03301 Office - 603-271-4159 Mobile - 603-419-0560 Email: susan.francher@dncr.nh.gov</p> <p>Tracey Boisvert Administrator, Land Management NH Division of Forests and Lands 172 Pembroke Road Concord, NH 03301 Office - 603-271-2214 Email: tracey.boisvert@dncr.nh.gov</p>



Contractor Initials *RF*
 Date *7/27/0*

Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

NGO (Third Party Facilitator) Contact Information	Will be provided upon award of contract
Owner or Representative Contact Information and Phone Number	Will be provided upon award of contract
Pre-work, Appraisal Inspection, Report Format and Delivery	
Pre-Work Meeting:	A pre-work meeting is required for this assignment. The appraiser is required to contact the Forest Service Review Appraiser to arrange a pre-work meeting, either by phone or in person during a field inspection.
Field Inspection and Notice	The appraiser is required to conduct a detailed field inspection of the subject property, and to inspect all comparable sales, unless directed otherwise in writing. The appraiser is instructed to provide reasonable notice of the field inspection to the landowner and/or representative and to the FS Reviewer with an invitation to attend.
Written Instructions and Supplementary Information:	The appraisal must include a copy of all written appraisal instructions, including this task assignment. The addenda should also include last deeds, title information, copy of the proposed conservation easement, and any consultant reports relied upon.
Delivery of Appraisals/Number of Copies/PDF	The appraiser shall provide the complete, signed appraisal to the Forest Service reviewer for the initial review. PDF copies are acceptable. "Draft" or unsigned appraisals will not be accepted for review. Revisions, corrections, clarification may be requested. After the Forest Service reviewer has notified the appraiser that the appraisal (with any revisions) has been approved, the appraiser shall insure that the Forest Service has 2 hard copies of the final approved report and an electronic copy in PDF format. The State will require additional copies; please refer to the contract for State requirements.



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

	The contract appraiser shall not provide any appraisal work product to the Intended Users until notified that the appraisal has been approved for Agency use and/or until authorized to do so by the Forest Service reviewer.
Format Specifications	Appraisal reports must be on 8 1/2" x 11" paper, single sided (no double sided or facing pages) and bound in a comb binding.
Qualifications and State-Certification	The appraisal should include qualifications, a copy of the appraiser's state certification, and verification of completion of a <i>Uniform Standards for Federal Land Acquisitions</i> appraisal course sponsored by a professional appraisal organization.
Information Available/Provided to Appraiser	<i>The appraiser is requested to contact the review appraiser if it is determined that additional information is required to provide a credible and well supported appraisal.</i>
Legal Descriptions	<p>Preliminary Larger Parcel: The legal description for the larger ownership (+/- 5,441.04 acres) is assumed to be the same as the legal description for the area proposed to be encumbered with the conservation easement as noted BRH-BR Legal Description.</p> <p>If you determine additional parcels are part of the larger parcel during your analysis, please contact the review appraiser to request additional legal descriptions of the other areas.</p> <p>Remainder Estate A legal description (+/- 5,441.04 acres) is available for the proposed FLP CE and is included in the supporting documents on box in the 02_Conservation Easement_Legal Description file folder within BRH-BR Legal Description.</p>
Survey	Please refer to the 09_MapSurveyGIS file folder on box for the BRH-BR survey_3-4-2020.pdf .
Appraisal Maps (GIS, etc.)	Refer to 09_MapSurveyGIS file folder on box. BRH-BR survey_3-4-2020.pdf Refer to 12_Larger Ownership file folder on box.



Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary

	BRH-BR Map Other Properties Owned by TCF-NH-3.2020
Title Report/Deeds	Refer to 01_Title file folder on box. Title Commitment, Title Exception Memo, Carroll County Deed, Grafton County Deed, Exceptions and Encumbrances, and other supporting documents.
Current Contracts for Sale, Marketing Information, Listing Information	None known other than for the proposed conservation easement through the Forest Legacy Program; The appraiser is required to confirm and analyze this info per USPAP.
Copy of Proposed Conservation Easement	Refer to within the BRH-BR CE State 4.30.2020 final.pdf within the 02_Conservation Easement_Legal Description file folder on box for the conservation easement restrictions.
Timber Cruise/Inventory and Timber Valuation Report	<p>A timber cruise is not available. The appraiser is expected to make a determination of the feasibility of timber production as part of the Highest and Best Use (HBU) analysis. If the HBU includes timber production, the appraiser shall inform the Review Appraiser and work with the State to procure a timber inventory or timber cruise under a separate contract.</p> <p>In using this report, the appraiser cannot merely accept such consultant report as accurate, but rather must analyze such report and adopt them only if reasonable and adequately documented and supported (UASFLA 1.13).</p>
Sub-consultant Reports	None.



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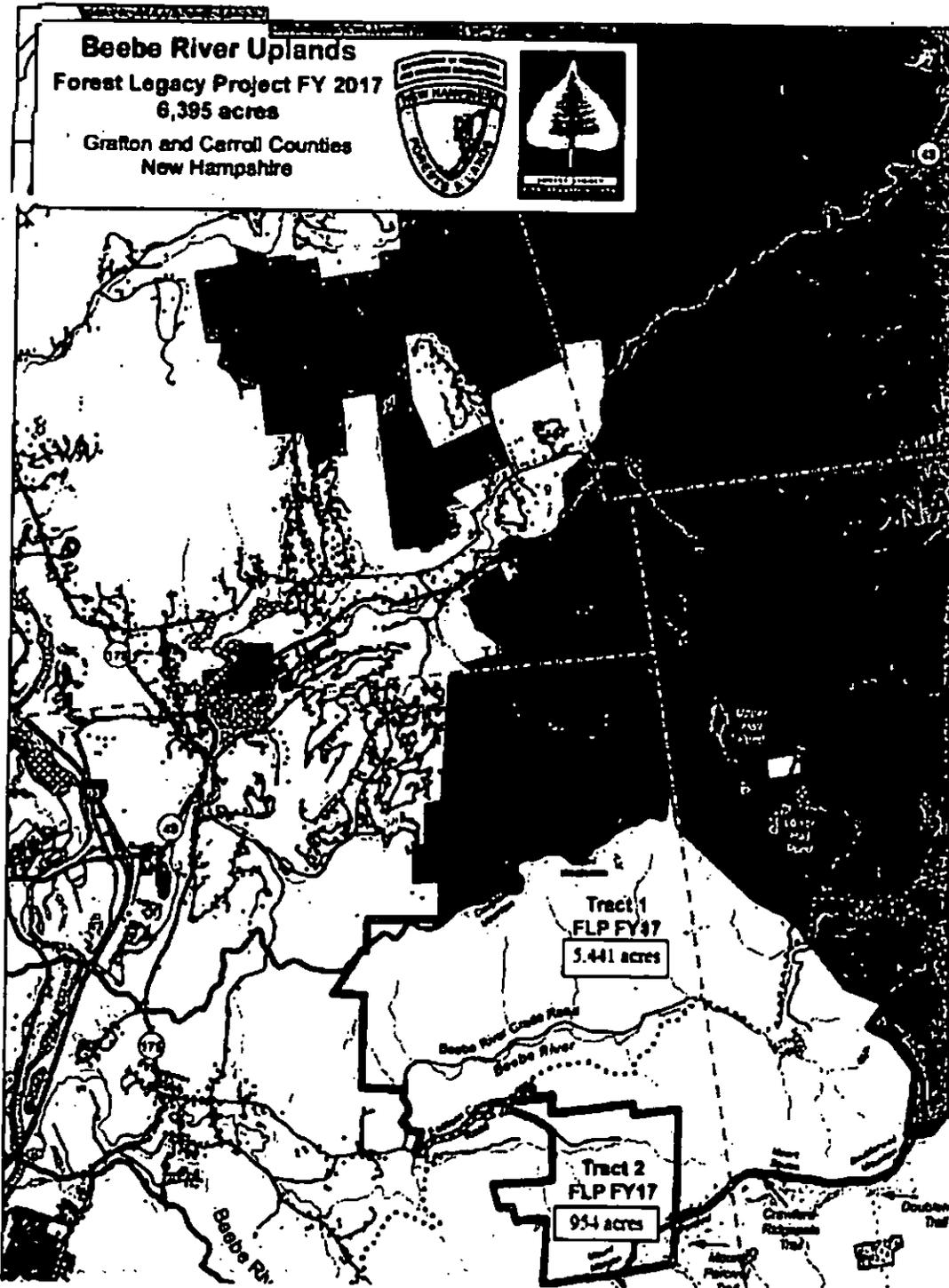


Contractor Initials

Date

lir
7/23/20

Beebe River Headwaters Tract I Beebe River - TAS Assignment Summary



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Contractor Initials *KJ*
Date *2/27/17*



United States
Department of
Agriculture

Forest Service
Eastern Region

626 E. Wisconsin Ave., Suite 600
Milwaukee, WI 53202
(414)-297-3621
(414)-944-3694 FAX

Date ??, 2020

TBD
TBD
TBD
TBD

Dear Mr. / Ms. TBD,

You have been entered into a contract with the State of New Hampshire to prepare an appraisal of lands considered for a conservation easement in the Town of Campton, Grafton County, New Hampshire. Do not deviate from these instructions unless I amend them for you in writing. Any deviation from written instructions in the appraisal will render it invalid. If additional information becomes available during the course of this assignment, which is not consistent with the information included in this task assignment, the assignment instructions may be revised.

Forest Service Appraisal Case File Tracking No.:	FLP20-4233-0454 Beebe River Headwaters Tract 2 Spencer Brook Headwaters
Date:	TBD, 2020
US Forest Service Review Appraiser Contact Information:	Angela M. Kwasny, MAI, AI-GRS Senior Review Appraiser/Region 9 U.S. Department of Agriculture Forest Service 626 E. Wisconsin Avenue, Suite 600 Milwaukee, WI 53202 Phone: (414) 297-3621 Email: angela.kwasny@usda.gov

The above stated Forest Service review appraiser is the point of contact for appraisal assignment instructions, pre-work, and communication regarding the assignment during the course of the appraisal and review. The Forest Service review appraiser needs to be contacted for a pre-work meeting to discuss basic specifications, appraisal instructions, and review procedures before beginning the assignment.

As the Appraiser, disclose any services performed in conjunction with the property immediately preceding accepting the assignment, as an appraiser or in any other capacity. The non-federal appraiser shall report any conflict of interest, any potential conflict of interest, or any situation which may be perceived to result in an appearance of a conflict of interest prior to accepting the appraisal assignment.



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Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

Copies of the appraisal and any other valuation documentation or opinions of value shall be furnished to the Forest Service review appraiser. Copies of the appraisal, analyses, or opinions of value shall not be provided to the State until notification by the Forest Service reviewer that the appraisal has been reviewed and approved for Forest Service use. The property owner shall not be provided with appraisal data, analyses, opinions of value, or copies of the appraisal at any time during or after completion of the assignment.

Federal appraisals are subject to disclosure under the Freedom of Information Act (FOIA).

If you have any questions or comments as you conduct the analysis and prepare the report, please contact me at 414-297-3621 or angela.kwasny@usda.gov

Sincerely,

ANGELA M. KWASNY, MAI, AI-GRS
Senior Review Appraiser

cc: Susan Francher, New Hampshire Forest Legacy Program Coordinator
W. Crawford, Regional Appraiser, USFS
D. Urquhart, FLP Specialist



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Date *7/27/20*

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

Forest Legacy Program Appraisal Assignment Instructions

TAS Assignment Summary

Project Identification	<i>Please include the following 6 sections on the cover and letter of transmittal verbatim.</i>
Official Case Name and Number	Beebe River Headwaters Tract 2 – Spencer Brook Headwaters
Forest Service Case File Tracking No.:	FLP20-4233-0454
State	New Hampshire
Project Name	Beebe River Headwaters
FLP Grant Number	#17-DG-11420004-157
Location (County, State)	Beebe River Headwaters Tract 2 - Spencer Brook Headwaters is 954.46 acres located in Campton, Grafton County, New Hampshire. Please refer to the map at the end of these instructions. *Note acres on the map were prior to the survey and have changed.
Overview	<p>The ownership of Burleigh Land Limited Partnership contains a total of approximately 954.46 acres referred to as Beebe River Headwaters Tract 2 – Spencer Brook Headwaters.</p> <p>Per UASFLA 2.3.6.2 damages as such are not appraised. However, the appraiser shall briefly explain any damages to the remainder property and allocate the difference in the value of the property before and after the acquisition between the value of the acquisition and the damages to the remainder. The appraiser should note the allocation is an accounting tabulation and not necessarily indicative of the appraisal method employed. If damages have been measured by a cost to cure, the appraiser must justify the cost to cure and demonstrate that the cost to cure is less than the damage would be if the cure was not undertaken.</p> <p>A preliminary larger parcel has not been identified. As the appraiser, you will need to determine the larger parcel based upon those tracts of land that possess a unity of ownership and have the same or integrated highest and best use (UASFLA 4.3.3). Please refer to BHR-SB Map Other Properties Owned by Burleigh Limited Partnership 2.2020, which</p>



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 Date *7/17/20*

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

	<p>notes other property in the area owned by Burleigh Land Limited Partnership.</p> <p>The proposed acquisition is a partial interest (conservation easement) acquisition of +/- 954.46 acres.</p> <p>The remainder parcel is the same property described for the larger parcel subject to the proposed FLP Conservation Easement and Restriction (CER) over all the property.</p> <table border="1" data-bbox="625 676 1118 783"> <thead> <tr> <th>CER Acres</th> <th>Unencumbered Acres</th> <th>Total Acres</th> </tr> </thead> <tbody> <tr> <td>954.46</td> <td>0</td> <td>954.46</td> </tr> </tbody> </table> <p>The value conclusions should be stated as a unit value (dollars per acre in most cases) and a total property value. The report should also state the range of units (acreage in most cases) within which the unit of value would be valid.</p>	CER Acres	Unencumbered Acres	Total Acres	954.46	0	954.46
CER Acres	Unencumbered Acres	Total Acres					
954.46	0	954.46					
<p>Client, Intended Users/Intended Use</p>							
<p>Client</p>	<p><i>Reference: Forest Service Manual Amendment No. 5400-2017-1 effective May 30, 2017. In the case of a Federal acquisition, the Forest Service is the Client as defined in section 5410.5. In the case of a State acquisition under the State grant option, the State is the entity implementing the Forest Legacy Program. For this reason, for appraisals involving Federal Financial Assistance grants to the State, both the Forest Service and the State lead agency for Forest Legacy will be the Client (as defined in section 5410.5).</i></p> <p>The clients are the USDA Forest Service and the New Hampshire Department of Natural and Cultural Resources.</p> <p>Attention: Angela M. Kwasny, MAI, AI-GRS USDA Forest Service, Senior Review Appraiser/Region 9</p>						
<p>Intended Users</p>	<p><i>The IRS is not an intended user of this appraisal. The property owner is not an intended user of this appraisal. Only the parties specifically identified below are authorized to rely upon the appraisal.</i></p> <p>The intended users are the USDA Forest Service and the New Hampshire Department of Natural and Cultural Resources.</p>						



Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

<p>Intended Use</p>	<p>The intended use of the appraisal is to assist the State of New Hampshire Department of Natural and Cultural Resources in applying for funding for the proposed acquisition from the Forest Legacy Program of the U.S. Forest Service.</p>
<p>Professional Standards and Assignment Conditions</p>	<p>The appraisal is to be prepared in conformance with the <i>Uniform Appraisal Standards for Federal Land Acquisitions</i> (Interagency Land Acquisition Conference, 2016) (UASFLA), and the <i>Uniform Standards for Professional Appraisal Practice</i> (The Appraisal Foundation, current edition) (USPAP).</p> <p>If any of the provisions of USPAP conflict with UASFLA, then the standards of UASFLA take precedence under the Jurisdictional Exception of USPAP.</p>
<p>Legal Description(s)</p>	<p><i>Lengthy legal descriptions may be attached.</i></p> <p>Refer to the 02_ConservationEasement_LegalDescription on box. The legal description for the larger ownership (+/- 954.46 acres) is assumed to be the same as the legal description for the area proposed to be encumbered with the conservation easement as noted BRH-SB Legal Description 3.4.2020. If you determine additional parcels are part of the larger parcel during your analysis, please contact the review appraiser to request additional legal descriptions of the other areas.</p> <p>Remainder Estate A legal description (subject to survey) is available for the proposed FLP CE and is included in the supporting documents on box in BRH-SB Legal Description 3.4.2020.</p>



Contractor Initials RS
Date 7/27/20

<p>Interests (Estate) Appraised</p>	<p><i>The interests (estate) to be appraised are the "as is" rights, title, and interests which the property owner can convey as of the effective date of value. Refer to the title, last deed, outstanding rights, recorded and unrecorded agreements, etc. Refer to UASFLA, 1.2.6.1.</i></p> <p>Preliminary Larger Parcel: All rights, title, and interest in and to the 954.46-acre property owned by Burleigh Land Limited Partnership subject to the following outstanding rights, reservations, and/or encumbrances (based upon the legal description and title information):</p> <p><u>Campton Grafton County exceptions:</u></p> <p>EX7. Title to and rights of others entitled thereto in and to that portion of the subject property lying within the bounds of Eastern Corners Road and adjacent streets and ways.</p> <p>EX8. Riparian rights of others in and to the waters of Spencer Brook, and the natural flow thereof.</p> <p>EX9. Those matters as delineated on a plan entitled "Spencer Brook Tract, The Conservation Fund, Properties of Burleigh Land Limited Partnership, Tax Map 17, Parcel 5-7, and Tax Map 18 Parcel 1-1, Campton, Carroll County, New Hampshire", prepared by York Land Services LLC, Drawing No. 19-002, dated June 7, 2019, to be recorded in the Grafton County Registry of Deeds.</p> <p>EX10. Matters as delineated on plan entitled "Stone Farm, Campton, New Hampshire, App. 220 Acres" surveyed April 1968 by Arthur Morrill, Rumney, N.H. recorded at Grafton County Registry of Deeds in Plan Book 1073, Page 27</p> <p>EX11. Matters as delineated on plan entitled "The Stone Farm, Campton, New Hampshire Property Owner: Jeffrey D. Grad November</p>
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Contractor Initials *LJA*
 Date *7/27/19*

1975 by Arthur Morrill, Rumney, N. H." recorded at Grafton County Registry of Deeds in Pocket 4, Folder 6, Plan 45. The plan shows "old logging road network" which would cross on to plan recorded at Plan Book 1074, Page 79

EX11. Excepting and reserving to Jeffrey S. Grad, his successors or assigns, the right to use, maintain and improve for both viatic and public utility purposes that portion of the road which lies north of the center line of the road as shown on the plan "The Stone Farm, Campton, New Hampshire Property Owner: Jeffrey D. GradaE: November 1975 by Arthur Morrill, Rumney, N. H." recorded at Grafton County Registry of Deeds in Pocket 4, Folder 6, Plan 45

EX12. Those matters as delineated on plan entitled "Sketch Showing about 900 acres, in Campton, N.H., Owned by E.J. and G.R. Foster, by John A. Wheeler, 294 Washington St., Boston" not recorded but as referenced in the Warranty Deed of Raymond Tilton and G. Allen Foster to Riverside Lands, Inc. dated November 1, 1968 and recorded at the Grafton County Registry of Deeds in Book 1085, Page 75 on November 4, 1968.

EX13. Those matters as delineated on plan entitled "Surveyed July, August and September, 1919 by John Keniston, Land, Land Surveyor" recorded at the Grafton County Registry of Deeds in Plan Book 1074, Page 79 and marginally noted on Warranty Deed of Raymond Tilton and G. Allen Foster to Riverside Lands, Inc. dated November 1, 1968 and recorded at the Grafton County Registry of Deeds in Book 1085, Page 75 on November 4, 1968.



	<p>EX14. Those matters as delineated on unrecorded plan entitled "Plan of Squam Mountain Acres, Campton, New Hampshire"; dated January 1973 and prepared by Allan H. Swanson, Inc., Land Surveyors, 111 Lock Street, Nashua New Hampshire, as first referenced in Quitclaim Deed of Chocorua Forestlands Limited Partnership to Mount Whittier Development Company dated May 4, 1988 and recorded at Grafton County Registry of Deeds in Book 1738, Page 571 on May 17, 1988.</p> <p>Copies of all the above referenced title exception deeds and a title exception memo are available via box under the 01_Title folder. Please include comments within the appraisal report regarding whether each of these items has any impact on value.</p> <p>Remainder Parcel: All rights, title, and interest in and to the 954.46-acre property owned by Burleigh Land Limited Partnership subject to the following outstanding rights, reservations, and/or encumbrances:</p> <p>All the same as the preliminary larger parcel plus the following:</p> <p>EX15. Performance and compliance with the covenants, restrictions and conditions set forth in the Grant of Forest Legacy Conservation Easement, insured herein. (See Hypothetical Condition).</p> <p>Copies of all the above referenced title exception deeds and a title exception memo are available via box under the 01_Title folder. Please include comments within the appraisal report regarding whether each of these items has any impact on value.</p>
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Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

<p>Hypothetical Conditions</p>	<p><i>The appraisal must not include any hypothetical conditions not approved in writing in advance by the reviewer.</i></p> <p>Include the following hypothetical condition in the after analysis:</p> <ul style="list-style-type: none"> 1) The remainder property is encumbered with the proposed Forest Legacy conservation easement restriction as of the effective date of value.
<p>Extraordinary Assumptions</p>	<p><i>The appraisal must not include any extraordinary assumptions not approved in writing in advance by the reviewer.</i></p> <p>Include the following extraordinary assumption verbatim in your report for both the before and after analysis:</p> <ul style="list-style-type: none"> 1) The property is unaffected by hazardous material, and if found to be so affected, the property shall be cleaned up or the effect of the hazardous substances or petroleum products shall be remediated prior to conveyance.
<p>Definition of Value</p>	<p>"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property." *</p> <p>Note: The reader should note that this definition of market value, required by the Uniform Appraisal Standards for Federal Land Acquisitions, is not "linked" to a specific "exposure time" estimate as required by the Uniform Standards of Professional Appraisal Practice (USPAP, SR 1-2-c). Such estimates are inappropriate for, and should not be included in, appraisal reports prepared for federal land acquisitions under these standards (4.2.1.2, UASFLA, 2016). This appraisal therefore invokes the Jurisdictional Exception Rule and does not include an opinion of reasonable exposure time.</p>



Contractor Initials *lv*
 Date *7/22/10*

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

	<p>*1.2.4, Uniform Appraisal Standards for Federal Land Acquisitions, (<i>Interagency Land Acquisition Conference, 2016</i>)</p>
Larger Parcel	<p><i>The appraiser is ultimately responsible for the determination of the larger parcel. The information provided in this task assignment regarding ownership is intended to assist the appraiser in forming a preliminary understanding of the scope of the assignment. The appraiser should contact the reviewer to discuss the appraiser's opinion of larger parcel early in the appraisal process.</i></p> <p>The preliminary larger parcel has not been identified. As the appraiser you will need to determine the larger parcel based upon those tracts of land that possess a unity of ownership and have the same or integrated highest and best use (UASFLA 4.3.3).</p>
Ownership	<p><i>Identify property held under the same ownership contiguous, in the nearby market area, or which should be considered in forming an opinion of larger parcel.</i></p> <p>The owner is Burleigh Land Limited Partnership and is reported to own a total of 954.46 acres at this location. Other properties owned by Burleigh Land Limited Partnership are noted on BHR-SB Other Properties Owned by Burleigh Land Limited Partnership 2.2.2020. As the appraiser, you should confirm whether they own any other properties that could be a part of the larger parcel during the appraisal process. A conservation easement is proposed for all the 954.46 acres. Please refer to the BRE-SB Survey 3.4.20 located on box for the location of the easement.</p>
Land/Acres	954.46 acres.
Location	Beebe River Headwaters Tract 2 is located in the Town of Campton, Grafton County, New Hampshire.



Contractor Initials AK
 Date 7/5/20

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

<p>Access (Legal and Physical Access)</p>	<p>Legal and physical access to the subject property is from Eastern Corners Road. Please refer to the BRH-SB Survey_3.4.2020 and various title documents.</p> <p>The appraiser is required to provide a complete description of legal and physical access to the property (i.e. Tract 2 is legally and physically accessible from XYZ road, a paved county road that is accessible year-round with a standard vehicle).</p>
<p>Oil, Gas, Mineral, Sand/Gravel Assets</p>	<p>No outstanding rights. No known assets. Please refer to BRH-SB Mineral Rights Letter 1.23.2020.</p>
<p>Timber</p>	<p>A timber cruise is not available. The appraiser is expected to determine the feasibility of timber production as part of the Highest and Best Use (HBU) analysis. If the HBU includes timber production, the appraiser shall inform the Review Appraiser and work with the State to procure a timber inventory or timber cruise under a separate contract.</p> <p>In using this report, the appraiser cannot merely accept such consultant report as accurate, but rather must analyze such report and adopt them only if reasonable and adequately documented and supported (UASFLA 1.13).</p>
<p>Water Features</p>	<p>The subject is located in the Beebe River watershed. Spencer Brook bi-sects the property. Over the past few years extensive work was done to reconstruct culverts and bridges to improve access for wildlife. Please refer to the following link for additional information. https://www.conservationfund.org/projects/beebe-river-nh-reconnecting-a-river-wildlife-and-a-community-s-favorite-place</p>
<p>Other Features</p>	<p>No other features.</p>
<p>Buildings and Site Improvements</p>	<p>No buildings.</p>
<p>Approaches to Value</p>	<p>All appropriate approaches to value shall be considered in the appraisal.</p>



Contractor Initials *[Signature]*
 Date *[Signature]*

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

<p>Acquisition</p>	<p>The proposed acquisition is a partial interest acquisition of conservation easement rights to encumber 954.46 acres of the larger parcel (954.46 acres). Please refer to the Map Survey GIS folder on box, which has BRH-SB Survey_3.4.2020 for the location of the easement.</p> <p>Please refer to the BRH-Spencer Brook CE 4.22.2020.pdf within the 02_Conservation Easement_Legal Description file folder on box for the conservation easement restrictions.</p>
<p>Remainder Property Description</p>	<p>The remainder property is physically the same as described for the larger parcel 954.46 acres with 954.46 acres encumbered with a conservation easement.</p>
<p>Land/Acres</p>	<p>954.46 acres.</p>
<p>Location</p>	<p>Same</p>
<p>Access (Legal and Physical Access)</p>	<p>Same</p>
<p>Oil, Gas, Mineral, Sand/Gravel Assets</p>	<p>Same</p>
<p>Timber</p>	<p>Same</p>
<p>Water Features</p>	<p>Same</p>
<p>Other Features</p>	<p>Same</p>
<p>Buildings and Site Improvements</p>	<p>Same as described for the preliminary larger parcel.</p>
<p>Approaches to Value</p>	<p>All appropriate approaches to value shall be considered in the appraisal.</p>
<p></p>	<p></p>



Contractor Initials *LR*
 Date *7/23/10*

Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

Contact Information	
State Forest Legacy Program Coordinator Contact Information	<p>Susan Francher Forest Legacy Program Coordinator New Hampshire Administrator, Planning & Community Forestry NH Division of Forests and Lands 172 Pembroke Road Concord, NH 03301 Office - 603-271-4159 Mobile - 603-419-0560 Email: susan.francher@dncr.nh.gov</p> <p>Tracey Boisvert Administrator, Land Management NH Division of Forests and Lands 172 Pembroke Road Concord, NH 03301 Office - 603-271-2214 Email: tracy.boisvert@dncr.nh.gov</p>
NGO (Third Party Facilitator) Contact Information	Will be provided upon award of contract
Owner or Representative Contact Information and Phone Number	Will be provided upon award of contract
Pre-work, Appraisal Inspection, Report Format and Delivery	
Pre-Work Meeting	A pre-work meeting is required for this assignment. The appraiser is required to contact the Forest Service Review Appraiser to arrange a pre-work meeting, either by phone or in person during a field inspection.
Field Inspection and Notice	The appraiser is required to conduct a detailed field inspection of the subject property, and to inspect all comparable sales, unless directed otherwise in writing. The appraiser is instructed to provide reasonable notice of the field inspection to the landowner and/or representative and to the FS Reviewer with an invitation to attend.



Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

Written Instructions and Supplementary Information:	<p>The appraisal must include a copy of all written appraisal instructions, including this task assignment.</p> <p>The addenda should also include last deeds, title information, copy of the proposed conservation easement, and any consultant reports relied upon.</p>
Delivery of Appraisals/Number of Copies/PDF	<p>The appraiser shall provide the complete, signed appraisal to the Forest Service reviewer for the initial review. PDF copies are acceptable. "Draft" or unsigned appraisals will not be accepted for review. Revisions, corrections, clarification may be requested. After the Forest Service reviewer has notified the appraiser that the appraisal (with any revisions) has been approved, the appraiser shall insure that the Forest Service has 2 hard copies of the final approved report and an electronic copy in PDF format. The State will require additional copies; please refer to the contract for State requirements.</p> <p>The contract appraiser shall not provide any appraisal work product to the Intended Users until notified that the appraisal has been approved for Agency use and/or until authorized to do so by the Forest Service reviewer.</p>
Format Specifications	Appraisal reports must be on 8 1/2" x 11" paper, single sided (no double sided or facing pages) and bound in a comb binding.
Qualifications and State-Certification	The appraisal should include qualifications, a copy of the appraiser's state certification, and verification of completion of a <i>Uniform Standards for Federal Land Acquisitions</i> appraisal course sponsored by a professional appraisal organization.
Information Available/Provided to Appraiser	<i>The appraiser is requested to contact the review appraiser if it is determined that additional information is required to provide a credible and well supported appraisal.</i>
Legal Descriptions	Preliminary Larger Parcel: The legal description for the larger ownership (+/- 954.46 acres) is assumed to be the same as the legal description for the area proposed to be encumbered with the conservation easement as noted BRH-SB Legal Description .



Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

	<p>If you determine additional parcels are part of the larger parcel during your analysis, please contact the review appraiser to request additional legal descriptions of the other areas.</p> <p>Remainder Estate A legal description (+/- 954.46 acres) is available for the proposed FLP CE and is included in the supporting documents on box in the 02_Conservation Easement_Legal Description file folder within BRH-SB Legal Description.</p>
Survey	Please refer to the 09_MapSurveyGIS file folder on box for the 09a_BRH-SB survey_3-4-2020.pdf.
Appraisal Maps (GIS, etc.)	Refer to 09_MapSurveyGIS file folder on box. 09a_BRH-SB survey_3-4-2020.pdf Refer to 12_Larger Ownership file folder on box. BHR-SB Other Properties Owned by Burleigh Land Limited Partnership 2.2.2020
Title Report/Deeds	Refer to 01_Title file folder on box. Title Commitment, Title Exception Memo, Grafton County Deed, Exceptions and Encumbrances, and other supporting documents.
Current Contracts for Sale, Marketing Information, Listing Information	None known other than for the proposed conservation easement through the Forest Legacy Program; The appraiser is required to confirm and analyze this info per USPAP.
Copy of Proposed Conservation Easement	Refer to within the BRH-Spencer Brook CE 4.22.2020.pdf within the 02_Conservation Easement_Legal Description file folder on box for the conservation easement restrictions.
Timber Cruise/Inventory and Timber Valuation Report	<p>A timber cruise is not available. The appraiser is expected to make a determination of the feasibility of timber production as part of the Highest and Best Use (HBU) analysis. If the HBU includes timber production, the appraiser shall inform the Review Appraiser and work with the State to procure a timber inventory or timber cruise under a separate contract.</p> <p>In using this report, the appraiser cannot merely accept such consultant report as accurate, but rather must analyze such report and adopt them only if reasonable and adequately documented and supported (UASFLA 1.13).</p>



Beebe River Headwaters Tract 2 Spencer Brook Headwaters - TAS Assignment Summary

Sub-consultant Reports	None.



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Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date]

Part I: Introduction

Title Page (2.3.1.1) pg 58

- Should* include:
 - Property Name
 - Street address
 - Agency assigned tract or parcel number
 - Name and address of appraiser
 - Effective date of the appraisal

Letter of Transmittal (2.3.1.2) pg 58

- Should* include:
 - Date of letter
 - Identification of the property
 - Identification of the property rights appraised
 - A reference that the letter is accompanied by an appraisal report
 - Effective date of appraisal
 - Identification of hypothetical conditions
 - Identification of extraordinary assumptions
 - Identification of limiting conditions, or legal instructions
 - Value opinion (in partial acquisitions, opinion of the value of the larger parcel before the acquisition and the remainder property after the acquisition, the difference)
 - Appraiser's signature

Table of Contents (2.3.1.3) pg 58

- Major parts of the report and subheadings *should* be listed
- Items in the addenda *shall* be listed individually

Contractor Initials
Date

PO
7/2/80

2016 Yellowbook Requirements for Appraisal Reports, rev 10/15/18

Appraiser's Certification (2.3.1.4) pg 58

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of the individual providing assistance must be stated.)
- The appraisal was developed and the appraisal report was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions;
- The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice, and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the Uniform Appraisal Standards for Federal Land Acquisitions and;
- The appraiser has made a physical inspection of the property appraised and that the property owner, or [his/her] designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- Shall* include opinion of market value as of the effective date of value (Before & After)
- Shall* include the appraiser's signature

Contractor Initials
Date

Pir
10/15/18

Executive Summary (2.3.1.5) pg 59

- Shall* report the major facts and conclusions that led to the final value
- Identification of property appraised
- Highest and best use (both before & after the acquisition if a partial acquisition)
- Brief descriptions of improvements (both before & after the acquisition if a partial acquisition)
- Indicated value by each approach
 - Sales
 - Income
 - Cost
- Final opinion of value (both before & after the acquisition if a partial acquisition)
- Hypothetical conditions
- Extraordinary assumptions
- Limiting Conditions or instructions
- Effective date of value

Photographs (2.3.1.6) Pg 59

- Improvements, if any, *shall* be of:
 - Front elevation
 - Any unusual features
 - Views of abutting properties
 - Views of the property directly opposite
 - Interior photographs
- Should* be numbered
- Should* include a brief description of picture, date taken and person taking the picture
- Should* show location of each photograph, including direction shown on a plat map, an aerial may be included

Statement of Assumptions and Limiting Conditions (2.3.1.7) pg 59

- Any A & L C's that are necessary to the background of the appraisal *shall* be stated
- Any provided agency or special legal instructions *shall* be referenced (i.e. hypothetical conditions & extraordinary assumptions)
 - Copy of instructions *shall* be included in addenda
- Any encumbrances against the property *shall* be stated
 - All encumbrances *must* be identified in this portion of the report
- Must* avoid 'boiler-plate' assumptions
- Must* avoid assumptions and limiting conditions of appraiser's own conclusion
- No unauthorized hypothetical conditions, assumptions or limiting conditions
- In partial acquisitions, the appraiser should identify those hypothetical conditions, and assumptions & limiting conditions that apply to both the before and after acquisition appraisals, those that apply only to the appraisal of the larger parcel, and those that apply only to the remainder.

Scope of Work (2.3.1.8) Pg 60

Shall identify the following in this section:

- Client
- Intended users
- Intended use
- Definition of market value (1.2.4)
- Effective date of value
- Property Characteristics (1.2.6)
 - Property interests appraised
 - Legal description
 - Property Inspections
 - Landowner contacts
- Assignment Conditions (1.2.7)

Contractor Initials GA
Date 7/27/20

Assignment conditions cont.(1.2.7)

- Instructions
- Hypothetical conditions (HC)
- Extraordinary assumptions (EA)

Clearly identify and explain the implications of any HC and EA

Jurisdictional Exceptions

Shall include:

- An explanation of the intended use for the appraisal.
- A description of the property rights appraised.

Should describe the scope of investigation and analysis of the appraisal

Geographical area and time span search for market data **should** be included

Description of the type of market data researched and the extent of market data confirmation **should** be included

Should state references and data sources relied upon (may show within applicable approaches to value)

Applicability of all standard approaches to value **shall** be discussed and the exclusion of any approach explained.

Clear explanation and discussion of any hypothetical condition or extraordinary assumption and the implications of such use **must** be in this section

Part II – Factual Data

Legal Description (2.3.2.1) pg 61

Legal description **shall** be complete – if lengthy included in the addenda

Should reference parcel or tract number to property if provided

Legal description **should** be verified (1.2.6.2)

On the ground during physical inspection

With the owner of the property (if possible)

By comparing it with aerial or other maps available in city, county, or other governmental office

By comparing it with public records

Area, City and Neighborhood Data (2.3.2.2) pg 61

Must be kept to absolute minimum and include only such information that directly affect the appraised property

Should only include information that directly affects the subject property, together with the appraiser's conclusions as to significant trends

"Boilerplate" data **should** be excluded

Changes in the neighborhood brought about by the government's project **shall** be disregarded (see pg 61 for more info)

Property Data (2.3.2.3) pg 61

Site (2.3.2.3.1) pg 61

Description of:

Present Use

Accessibility and road frontage

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[Handwritten Signature]
[Handwritten Date]

- Land contours and elevations
- Soils
- Vegetation (including timber)
- Views
- Land area
- Land shape
- Utilities
- Mineral deposits
- Water rights associated with the property
- Easements
- Hazardous substances (1.3.1.1)
- Affirmative statement *required* if the property is located within a flood hazard area (should reference FEMA map)
- Discussing of the beneficial and detrimental factors inherent in the location of the property
- Statement *must* be included of the existence or nonexistence of commercially valuable mineral deposits

Improvements (2.3.2.3.2) pg 62

- Description of all improvements in narrative or schedule form, including their:

- Dimensions
- Square foot measurements
- Chronological and effective age
- Dates of significant remodel/renos
- Condition
- Type and quality of construction
- Present use and occupancy
- Description of all site improvements, i.e., fencing, landscaping, paving, irrigation systems and domestic and private water systems

- Should* coordinate description with pictures and a plot plan and/or floor plan

Fixtures (2.3.2.3.3) pg 62

- Description of all fixtures with a statement of the type and purpose of each

- When fixtures represent a substantial portion of the property's value, retention of a fixture valuation specialist should be considered

Use History (2.3.2.3.4) pg 62

- Brief statement of use of property as vacant and improved

- If improved, state the purpose for which the improvements were

designed and the dates of original construction and major renovations, additions, and/or conversions.

- Ten-year record of all use and occupancy of the property

- If indeterminable – statement of that fact

Sales History (2.3.2.3.5) pg 62

- Ten-year record of all sales (including offers to buy or sell the subject if available)

- If none, last sale of property *shall* be reported

- Information reported shall include:

- Seller's name
- Buyer's name
- Date of sale
- Terms and conditions of sale
- Appraiser's verifications of the sale and whether the transaction met the conditions required for a comparable sale under Section 1.5.2.2

Rental History (2.3.2.3.6) pg 63

- Last three years of rental and lease history

- All current leases should be reported, including:

- Date of lease

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- Name of tenant
- Rental amount
- Term of the lease
- Parties responsible for property expenses
- Other pertinent lease provisions
- Appraiser *must* describe the verification process and whether the lease(s) meets the conditions required or a comparable lease

**Assessed Value and Annual Tax Load
(2.3.2.3.7) pg 63**

- Current assessment and dollar amount of real estate taxes
- If the property is not assessed, an estimate of the assessment, tax rate and estimate amount of tax *should* be included

**Zoning and Other Land Use Regulations
(2.3.2.3.8) pg 63**

- Identify zoning, *must* be in descriptive terms
 - Other local land use regulations, such as:
 - Set-back requirements
 - Off street parking requirements
 - Open space requirements
- Should* make note any master, or comprehensive land use plan that may affect the utility or value of the property
- Must* state if the property was recently rezoned and the appraiser *must* determine if the rezoning was a result of the government's project. If so, the appraiser *must* justify this conclusion and disregard the rezoning.
- If rezoning is probable, discuss in detail under Section 2.3.3.1 (HBU) The mere assertion by an appraiser that a property could be rezoned is insufficient.

- Must* identify all other land use and environmental regulations that have an impact on the HBU and value of the property.
 - Impact *must* also be discussed in the HBU analysis.
 - Must* discuss the impact of any private restrictions on the property, such as deed and/or plat restrictions.

Part III – Data Analysis and Conclusions

Highest and Best Use (2.3.3.1) pg 63

- Must* clearly support the highest and best conclusion

Four Tests (2.3.3.1.1) pg 64

- The four criteria *must* be addressed, physically possible, legally permissible, financially feasible and highest value.
- As improved, if applicable
- Must* describe the analysis developed under Section 1.4 concerning HBU as if vacant
- Must* discuss the physical characteristics of a property that may influence use and value and *should* be described in adequate detail
- Must* describe the legal constraints on the property that were identified and analyzed under Sections 1.3.1.3 and 1.4.5
- Should* describe the zoning requirements and other legal constraints and their impacts discussed
- Must* describe in sufficient detail if the HBU conclusion requires some other form of governmental approval and the probability of obtaining those approvals

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If HBU conclusion requires rezoning, the probability of the rezoning *must* be thoroughly investigated, analyzed and reported.

Financial feasibility of those uses which are both physically possible and legally permitted *should* be addressed.

All feasibility or comparative studies developed under Section 1 *should* be described here

Should discuss the use of the property as if vacant, which results in the highest value, and the analysis that supports that conclusion and *should* identify the timing of the use and the likely purchaser and user

If improved, *must* address the HBU following the same process as described above

Larger Parcel (2.3.3.1.2) pg 65

Analysis that led to the larger parcel determination and the determination itself *must* be reported

Each of the three tests *must* have sufficient detail to fully understand the conclusion

Determination of the larger parcel *must* be describe in every appraisal assignment

Applications of the Approaches to Value Land Valuation (2.3.3.2) pg 65

Shall report the opinion of value of land for its HBU as if vacant

Sales Comparison Approach (2.3.3.2.1) pg 65

In reporting the results of the sales comparison approach for land valuation, *shall* provide detailed descriptions of confirmed sales of lands that have the same or similar HBU

Description of each sale transaction used as a comparable sale *should* at minimum include:

- Date of transaction
- Price paid
- Name of Seller
- Name of Buyer
- Size of property
- Location
- Zoning or other legal constraints
- Description of physical characteristics
- The person with whom the transaction was verified with

Differences *shall* be considered and adjustments made to the sales

Adjustments *must* be summarized in an adjustment grid

Each adjustment *should* be supported with market data

Data and analysis *must* provide sufficient detail to understand the data, analysis and the logic of the determination of the market value

Subdivision Development Method (2.3.3.2.2) pg 65

If HBU is for subdivision, *must* address all of the factors and assumptions used in sufficient detail.

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Must clearly present the market support for each factor used in the analysis

DCF prepared as part of the analysis **must** be included in the report

Cost Approach (2.3.3.3) pg 66

Should be in the form of a computational data, arranged in sequence with reproduction or replacement cost and **should** state the source

Entrepreneur's profit **must** be considered and discussed and **should** be derived from market data whenever possible

If services of a contractor or professional was retained, this data **should** be referenced and included in the addenda

Dollar amount of depreciation from all causes **shall** be explained and deducted (see 1.5.3 for discussion on estimating depreciation under these Standards)

Sales Comparison Approach (2.3.3.4) pg 66

Must contain a sufficient description of the comparable sales

Comparable sale pictures **must** be included and **should** show the date taken and name of the person taking the picture

Each comparable sale **shall** include:

Buyer's name

Seller's name

Date of sale

Legal description (may be abbreviated if lengthy or reference made to a tax parcel number)

Type of sale instrument

Document recording information

Price

Terms of sale

Location

Zoning

Present Use

Highest and best use

Brief physical description of the property

Plot plan or sketch of sale **should** be included

A photograph **shall** be included

Comparable sales map **shall** be included

Qualitative adjustments **must** have more extensive discussion

It is **essential** to have both overall superior and overall inferior sales to the subject

Shall include an explanation of the comparative weight given to each sale

A comparative adjustment chart or graph is **required**

All comparable sales **must** be verified... typically requires confirmation by the buyer, seller or other person knowledge of the price, terms and conditions of sale. (4.4.2.3)

Not all property transactions can be used as potential comparable sales in valuations for federal land acquisitions. Several types can only be used under certain circumstances or for limited purposes. Extraordinary verification **must** be taken for questionable sales, i.e. government sales, sales to environmental or other public interest organizations (4.4.2.4)

Income Capitalization Approach (2.3.3.5) pg 67

Shall include adequate factual data to support each figure and factor used

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Should be arranged in detailed form to show:

- Estimated gross economic (or market rent), or income
- Allowance for vacancy and credit losses
- An itemized estimate of total expenses
- Itemized estimate of the reserves for replacements, if applicable
- Capitalization rate of net income *shall* be at the prevailing rate for the particular type of property and location
- Subject property's historical income and expense information (if available) *should* be included in this section

**Reconciliation and Final Value
Opinion of Market Value (2.3.3.6) pg 68**

- Must** explain:
 - The reasoning applied to arrive at the final opinion of value
 - How the results of each approach to value were weighed in that opinion
 - Reliability of each approach to value
- Shall** state the final opinion of value as a single amount, including contributory value of fixtures, timber, minerals, and water rights if any. Avoid summation appraisal.

Factual Data – After Acquisition (Partial Acquisition Only) (2.3.4) Pg 68

Similar to Sections 2.3.2.1 to 2.3.3.6 but on the remainder property and includes the following:

Acquisition Analysis (Partial Acquisitions Only) (2.3.6) pg 70

The requirements in Sections 2.3.6.2 and 2.3.6.3 are identified to meet obligations under the Uniform Act.

Recapitulation (2.3.6.1) pg 70

- Must** report the difference between the value of the larger parcel and the value of the remainder

Allocation and Damages (2.3.6.2) pg 71

- Damages, as such, are not appraised. However the appraiser shall briefly explain any damages to the remainder property and allocate the difference in the value of property before and after the acquisition between the value of the acquisition and damages to the remainder.**
- Should** note such allocation is an accounting tabulation and not necessarily indicative of the appraisal method employed.
- If damages have been measured by cost to cure **must** justify the cost to cure and demonstrate the cost to cure is less than the damage.

Special Benefits (2.3.6.3) pg 71

- Shall** identify any special or direct benefits accruing to the remainder property and explain how and why those benefits have occurred
- Quantitative adjustment is appropriate when there are adequate market data to reliably quantify the effect of a sale characteristic in terms of a percentage or dollar amount.
- Qualitative adjustment may also be appropriate – and necessary – where market data does not support a quantitative adjustment

**Exhibits and Addenda (2.3.7) pg 71
Legal Instructions pg 71**

- Must** be presented

Contractor Initials JA
Date 9/15/10

Location Map pg 71

- Should* display the location of the appraised property with the city or area it is located
- Should* include a north arrow and identification of the subject property

Comparable Data Maps pg 71

- Should* include a north arrow and the locations of both the comparable sales and the subject property

Detail of Comparable Sales and Rental Data pg 71

- May be included in the body of the report
- Photographs *must* be included

Plot Plan pg 71

- Should* help to visualize the property and the scope of the appraisal considerations
- Should* depict the entire subject property, including dimensions and street frontage
- Structural improvements *should* be shown in their approximate locations
- Dimensions of improvements *should* be noted
- Should include a north arrow
- Location from which each picture was taken with an identification number and the direction *should* be identified
- In partial acquisitions:
 - Should* identify the remainder area and its dimensions.

- Should* show any significant features of the government project

Floor Plan pg 72

- Only required when necessary to describe a unique property or value opinion

Title Evidence Report pg 72

- Title evidence report *should* be included if provided, if lengthy can be referenced

Other Pertinent Reports and Exhibits pg 72

- Any written instructions
- Specialist reports
- Pertinent title documents (leases or easements)
- Any charts or illustrations referenced in the body of the report

Qualifications of Appraiser pg 72

- Qualifications of all appraisers or technicians who made significant contributions

See page 72 for leasehold acquisitions Project Appraisal Reports (2.5) pg 73

- A separate opinion of market value *must* still be developed for each acquisition; but the results of each valuation can be in one report. See page 73 for more on the report requirements

Contractor initials
Date

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCMANUS & NAULT APPRAISAL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 30, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 412971

Certificate Number: 0004915642



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

MC MANUS & NAULT APPRAISAL COMPANY, INC.
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

CERTIFICATE OF VOTE

I, Kevin McManus, hereby certify that I am duly elected Vice President of McManus & Nault Appraisal Company, Inc.. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 22, 2020, at which a quorum of the directors/shareholders were present and voting.

Voted: That Peter I. Nault and Kevin A. McManus are duly authorized to enter into contracts or agreements on behalf of McManus & Nault Appraisal Company, Inc. with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: Sept 1, 2020

ATTEST:

Kevin A. McManus
(Name & Title)

Vice President

STATE OF New Hampshire
COUNTY OF Merrimack

On the 1ST day of September 2020 before me
Stacy Bull the undersigned officer personally
appeared Kevin McManus, known to me or satisfactorily proven to be the
person whose name is subscribed to the within instrument and acknowledged that he/she
executed the same for purposes therein contained. In witness whereof, I hereunto set me hand
and official seal:

Stacy Bull
Justice of the Peace / Notary Public

My Commission Expires: 6-5-24





MCMANAU-01

KMCCOMISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. **IF SUBROGATION IS WAIVED,** subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towns Group, Inc. PO Box 2300 Merrimack, NH 03242	CONTACT NAME: PHONE (AC, No, Ext): (603) 428-3238 FAX (AC, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED McManus Nault Appraisal Co Inc 722 Rte 3A, Suite 6 Bow, NH 03304	INSURER A: MMG Insurance Company NAIC # 15997
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DISC LTR	TYPE OF INSURANCE	ADDL FLUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:		BP10853453	9/18/2020	9/18/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 280,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		KA10853453	9/18/2020	9/18/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is agreed and understood that State of New Hampshire, Department of Natural and Cultural Resources are included as additional insured on the General Liability when required by written contract.

CERTIFICATE HOLDER State of New Hampshire, Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Lavoie, Leanne

From: Boisvert, Tracey
Sent: Friday, September 4, 2020 10:31 AM
To: Lavoie, Leanne
Subject: Fwd: Appraisal Contract Question
Importance: High

Hi Leanne,

Relating to workman's comp question for this contract.

Thanks,
Tracey

Begin Forwarded Message:

From: "Peter Nault" <peternault@comcast.net>
Subject: RE: Appraisal Contract Question
Date: 29 August 2020 19:58
To: "Boisvert, Tracey" <Tracey.Boisvert@dncr.nh.gov>

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Tracey,

As we do not have any employees - both of us are the owner's, we are not required to have worker's comp insurance.

Thanks,

Peter

On 08/27/2020 4:52 PM Boisvert, Tracey <tracey.boisvert@dncr.nh.gov> wrote:

Hi Peter,

Also, to follow up on my email below, I was asked about worker's comp insurance as well. Do you know if your company needs it or is your company exempt from the Workman's Comp statute - RSA 281-A? I apologize that this contract approval stuff is taking so long on our end. At this point it looks like this won't be approved by G&C until the end of September.