



# New Hampshire Fish and Game Department

yk

11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX: (603) 271-5829

www.wildlife.nh.gov  
Email: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.  
Executive Director

38

December 17, 2024

Her Excellency, Governor Kelly A. Ayotte  
And the Honorable Council  
State House  
Concord, NH 03301

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Capital Appraisal Associates, Inc. (Vendor Code 227891), Concord, NH, to prepare two (2) appraisal reports that conform to the most recent edition of both the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA or Yellow Book) and the Uniform Standards of Professional Appraisal Practice (USPAP) on two properties owned by NHFG in Newmarket and Ashland, NH, in the amount of \$7,000, effective upon Governor and Executive Council approval through March 31, 2025. Funding is 75% Federal and 25% Wildlife Habitat Funds.

Funding is available in account Wildlife Program – Wildlife Habitat Conservation, as follows:

		<u>FY25</u>
03-75-75-751520-21550000-033-509033	Land Acquisition & Easements	\$7,000

## EXPLANATION

The Fish and Game Department is looking to have two (2) fair market value appraisals done on property owned by the Department to UASFLA and USPAP standards. These appraisal are being requested to obtain the value of the properties as match for the federally funded Statewide Wildlife Management Area System Enhancement Grant (W-108-L). The properties are located in Ashland, a 166 ac parcel donated to the State in 1963 known as the Church Hill WMA, and Newmarket, a 0.5 acre house lot with views of Great Bay, donated to the State in 2020, and being part of the Great Bay NERR WMA. A solicitation for bids was sent by email to eight (8) licensed appraisers qualified to perform UASFLA appraisals. Capital Appraisal was the lowest bid received.

This request is being brought to the Governor and Executive Council due to two (2) currently active contracts with Capital Appraisal Associates. This contract will exceed the threshold.

Respectfully submitted,

Stephanie L. Simek, Ph.D.  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

Appraisers Church Hill/Antos Lot that were sent via email		
	Dates of Response	Amount of Bid
Capital Appraisal Associates, Inc.	9/19/2024	\$7,000.00
Fahey Appraisals	No Response	
LandVest	No Response	
McManus & Nault Appraisal Company, Inc.	9/26/2024	\$10,000.00
McManus & Nault Appraisal Company, Inc.	No Response	
NH Real Estate Consultants	9/29/2024	\$11,000.00
RMA Associates	No Response	
Shurtleff Appraisal Associates, Inc.	9/17/2024	pass

JD  
10/23/24

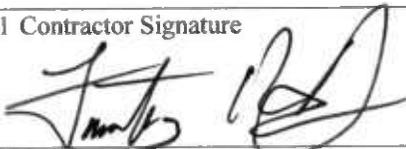
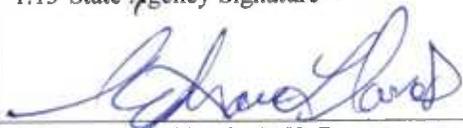
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord NH 03301	
1.3 Contractor Name Capital Appraisal Associates, Inc.		1.4 Contractor Address 128 South Fruit Street, Concord NH 03301	
1.5 Contractor Phone Number 603-228-9040	1.6 Account Unit and Class 03-75-75-751520- 21550000-033-509033	1.7 Completion Date 3/31/2025	1.8 Price Limitation \$7,000
1.9 Contracting Officer for State Agency Stephanie L. Simek, PhD. Executive Director		1.10 State Agency Telephone Number 603-271-6640	
1.11 Contractor Signature  Date: 11/22/24		1.12 Name and Title of Contractor Signatory Timothy R. Daniels, President	
1.13 State Agency Signature  Date: 30 Dec 2024		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, PhD. Executive Director NH Fish and Game Department	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 12/12/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials:   
 Date: 11/22/24

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials TD  
Date 11/22/24

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials   
Date 11/22/24

**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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. 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.

**18. 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.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.

Contractor Initials   
Date 11/22/24

**EXHIBIT A**  
**SPECIAL PROVISIONS**

The Scope of Services is agreed to be as follows between Capital Appraisal Associates, Inc. (herein the "Appraiser") and the New Hampshire Fish and Game Department (NHFG).

**FEDERAL FUNDING INFORMATION AND COMPLIANCES**

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Contract. The contractor and any sub-contractors must comply with federal regulation and the following provisions, as applicable:

**A. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**B. DOMESTIC PREFERENCES FOR PROCUREMENTS**

In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### C. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at <https://www.epa.gov/>

### D. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### E. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Appraiser shall:

1. Prepare two (2) appraisal reports that conform to the most recent edition of both the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA or Yellow Book) and the Uniform Standards of Professional Appraisal Practice (USPAP), for the purpose of obtaining the value of the properties described below to use as match for the federally funded Statewide Wildlife Management Area System Enhance Grant (W-108-L), on land that is owned in Fee by the State of NH, by and through NHFG:
  - i. Church Hill Wildlife Management Area, Ashland, 166 acres, donated to the State by Harry C. Batchelder, recorded, April 30, 1963, at Book 982, Page 368, Grafton County Registry of Deeds.
  - ii. Great Bay NERR WMA, 2 Lookout Place, Newmarket NH, shown as Lot 27 on the attached recorded plan D-34616, and conveyed to NHFG by Warranty Deed of Ed and Eriko Antos, recorded May 13, 2020 at Book 6113, Page 1889, Rockingham County Registry of Deeds. The lot is an undeveloped house lot.
2. Provide a legal description of the subject properties sufficient to locate and inspect the subject properties. The legal description must describe the rights and interests that make up the subject properties and any encumbrances or exceptions to title. If only part of an ownership will be conveyed, the legal description must also locate and identify: (a) any physical part of the real estate to be retained by the owner and (b) any real property rights or interests to be retained by the owner.
3. State all general assumptions and limiting conditions., which must be appropriate, not alter the assignment, and result in a credible analysis. The general assumptions and limiting conditions must not substitute for inspecting the properties or gathering information where feasible and necessary to support the opinion of market value.
4. State all extraordinary assumptions and use one only if: (a) it is required to develop credible opinions and conclusions, (b) you have a reasonable basis for it, (c) it will result in a credible analysis, and (d) you comply with the USPAP disclosure requirements for extraordinary assumptions.
5. State all hypothetical conditions and use one only if: (a) it is clearly required for legal purposes, reasonable analysis, or comparison; (b) you include in the addenda of the appraisal reports a copy of the UASFLA-required legal instructions, which must be from the state Attorney General's Office if the acquisition is funded by a grant to a state or state agency; (c) the

hypothetical condition will result in a credible analysis; and (d) you comply with the USPAP disclosure requirements for hypothetical conditions.

6. Complete the larger-parcel determination required by UASFLA 1.2.7.3.1. Obtain legal instructions if the ownership interests in all parts of the potential larger parcel are not identical. Include in the addenda of the appraisal reports a copy of the UASFLA-required legal instructions, which must be from the state Attorney General's Office if the acquisition is funded by a grant to a state or state agency (see UASFLA 4.3.4.4).
7. Show only one highest and best use for each parcel, which may be an integrated use if justified by supporting data. The highest and best use must be an economic use. Noneconomic uses, such as conservation and preservation, are unacceptable. A state agency's intended use of the property is an improper highest and best use unless you conclusively show that private demand exists for that intended use.
8. Define in the appraisal reports any term for a real property interest that is subject to different interpretations.
9. Confirm in the appraisal reports that you hold a credential listed below that qualifies you for the scope of work in this assignment. Indicate which credential you hold and the state that issued it:
  - a. Licensed Residential Real Property [or Real Estate] Appraiser.
  - b. Certified Residential Real Property [or Real Estate] Appraiser.
  - c. Certified General Real Property [or Real Estate] Appraiser.
  - d. Provide a credential with a different name than those at (a) through (c) above, but with an equivalent scope of practice and equivalent requirements for education, experience, and examination (see most recent version of The Real Property Appraiser Qualification Criteria at [www.appraisalfoundation.org](http://www.appraisalfoundation.org) for these requirements).
10. Include within the appraisal reports the following intended users, and authorize them to discuss it with you and each other:
  - a. NH Fish and Game Department;
  - b. Joseph Fahey, Fahey Appraisals (herein the "Reviewer"); and
  - c. The U.S. Fish and Wildlife Service's grant manager and his or her designees (herein "USFW").
11. Disregard any perceived pressure from client or landowner to develop a predetermined value or direction in value.

12. Upon completion, submit one (1) electronic report, along with one (1) invoice with each of the (2) appraisal reports to: Betsey McNaughten, Land Agent, NHFG, [elizabeth.mcnaughten@wildlife.nh.gov](mailto:elizabeth.mcnaughten@wildlife.nh.gov).
11. Cooperate with the NHFG hired independent designated Reviewer identified above, whose task is to review the Appraisers submitted appraisal reports for compliance with USPAP and USFW standards. The Appraiser shall make all revisions to the submitted appraisals as directed by the Reviewer within a reasonable time, not to exceed 14 days. To improve compliance with the appraisal report, and the channel of communication between the Appraiser and the Reviewer, the Appraiser may communicate with, and provide a DRAFT of the appraisal report to the Reviewer prior to the submission of the final report to NHFG.
13. The appraisal reports are not considered complete until they are determined acceptable/or approved by the Reviewer, and they meet USFW federal requirements. It's the responsibility of the Appraiser to work with the Reviewer for any changes deemed necessary by the reviewer in the appraisal report to meet USFW federal requirements. The enforcement of this contract will survive beyond the completion date.

New Hampshire Fish and Game shall:

1. Provide all documentation, and surveys if available, and necessary access to the State's protected lands files.
2. Accompany the appraiser to the site, if needed and desired, to provide information on boundaries and other issues related to the properties.

**EXHIBIT C**  
**METHOD OF PAYMENT**

Method of payment shall be as follows:

Upon the completion of each appraisal reports, the Appraiser shall submit an individual invoice, and no more than two (2) invoices under this contract, which total accumulated amount that does not to exceed \$7,000. The following appropriation code shall be referenced on the invoices: 20-07500-21550000-033-500033 Land Acquisitions & Easements.

Invoices will be paid within 30 days of approval and confirmation by an independent appraiser reviewer that the submitted appraisals meet USPAP and USFW federal requirements, or before at the state's discretion.

# Church Hill WMA - Ashland



## Legend

- State
- County
- City/Town
- Turnpikes
- Interstates
- US Routes
- State Routes
- Local Roads

## Map Scale

1: 12,088



© NH GRANIT, [www.granit.unh.edu](http://www.granit.unh.edu)

Map Generated: 10/11/2024

## Notes



# Great Bay NERR Antos Tract - Newmarket NH



## Legend

- State
- County
- City/Town
- Turnpikes
- Interstates
- US Routes
- State Routes
- Local Roads

Map Scale

1: 1,624



© NH GRANIT, [www.granit.unh.edu](http://www.granit.unh.edu)

Map Generated: 10/11/2024

## Notes



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CAPITAL APPRAISAL ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 12, 1996. 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: 257315

Certificate Number: 0006726646



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 27th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**Certificate of Vote**  
**Special Meeting of the**  
**Board of Directors of Capital Appraisal Associates, Inc.**

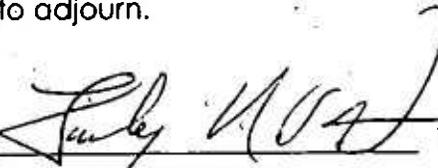
A special meeting of the Board of Directors of Capital Appraisal Associates, Inc. (the "Corporation") was held on this date at 12:30 p.m. at 128 South Fruit Street, Concord, New Hampshire. Present at the meeting were all of the members of the board, Timothy R. Daniels and Kathleen J. Daniels.

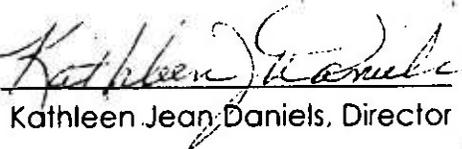
Timothy R. Daniels took the position of chairman of the meeting.

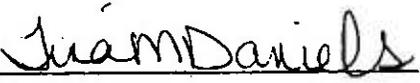
On a motion duly made and seconded, it was unanimously:

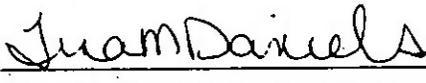
**RESOLVED:** That the Corporation is hereby authorized to enter into a certain agreement with the State of New Hampshire, Fish and Game Department to provide real property appraisal services for the purpose of obtaining the value of the properties identified in the Scope of Services to use as match for the federally funding Statewide Wildlife Management Area System Enhance Grant (W-108-L) and that Timothy R. Daniels, being the duly elected and qualified President of the Corporation, is hereby authorized to execute on behalf of the Corporation said agreement and any such other agreements, amendments, instruments, certificates, or documents, and to take any such further action on behalf of the Corporation, as may in his sole judgment be necessary or desirable to effectuate the purposes of said agreement and this resolution; and that any and all actions taken prior to the date of this resolution by any officer, director, employee, or agent of the Corporation in furtherance of the purposes of said agreement or this resolution are hereby ratified and confirmed as the duly authorized actions of the Corporation.

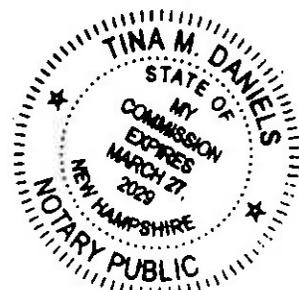
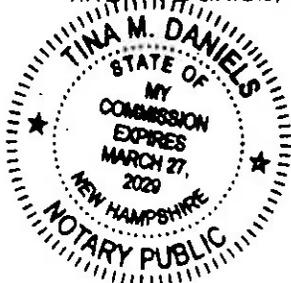
There being no further business to be done, a motion was duly made and seconded to adjourn.

10/15/2024   
Timothy R. Daniels, President

10/15/2024   
Kathleen Jean Daniels, Director

10/15/2024   
Tina M. Daniels, Notary Public

10/15/2024   
Tina M. Daniels, Notary Public





**Certificate of Vote**  
**Special Meeting of the**  
**Board of Directors of Capital Appraisal Associates, Inc.**

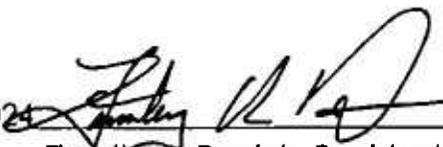
A special meeting of the Board of Directors of Capital Appraisal Associates, Inc. (the "Corporation") was held on this date at 11:00 a.m. at 128 South Fruit Street, Concord, New Hampshire. Present at the meeting were all of the members of the board, Timothy R. Daniels and Kathleen J. Daniels.

Timothy R. Daniels took the position of chairman of the meeting.

On a motion duly made and seconded, it was unanimously:

**RESOLVED:** That the Corporation is hereby authorized to enter into a certain agreement with the State of New Hampshire, Fish and Game Department to provide real property appraisal services for the purpose of obtaining the value of the properties identified in the Scope of Services to use as match for the federally funding Statewide Wildlife Management Area System Enhance Grant (W-108-L) and that Timothy R. Daniels, being the duly elected and qualified President of the Corporation, is hereby authorized to execute on behalf of the Corporation said agreement and any such other agreements, amendments, instruments, certificates, or documents, and to take any such further action on behalf of the Corporation, as may in his sole judgment be necessary or desirable to effectuate the purposes of said agreement and this resolution; and that any and all actions taken prior to the date of this resolution by any officer, director, employee, or agent of the Corporation in furtherance of the purposes of said agreement or this resolution are hereby ratified and confirmed as the duly authorized actions of the Corporation.

There being no further business to be done, a motion was duly made and seconded to adjourn.

12/17/2024   
Timothy R. Daniels, President

12/17/2024   
Kathleen Jean Daniels, Director

12/17/2024   
Tina M. Daniels, Notary Public

12/17/2024   
Tina M. Daniels, Notary Public

