



New Hampshire Fish and Game Department

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

24

FEB 11 2026

January 22, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG), pursuant to RSA 212:1, to accept the donation of two islands totaling 11.96± acres located in the Pemigewasset River in Thornton, Grafton County, New Hampshire, from LCJ Holdings, LLC, for the purpose of wildlife habitat conservation and mitigation for State-protected species impacts associated with the Owl's Nest Development project, effective upon Governor and Council approval. Hunting and fishing are permissible uses on the land. No appraisal or formal estimate of value was prepared for this donation. One of the two islands is currently assessed by the Town of Thornton at \$22,400; the second island is expected to be assessed at a similar value following recording of the subdivision. There is no funding requested.

EXPLANATION

The Department proposes to accept ownership of two river islands, Pope Island and Bump Island, located in the Pemigewasset River approximately 0.5 miles north of the Pemigewasset Wildlife Management Area. These islands lie within mapped Tier 1 Highest Ranked Habitat under the New Hampshire Wildlife Action Plan and is being acquired to protect the only documented population of the State-endangered Cobblestone Tiger Beetle within this watershed.

LCJ Holdings, LLC is conveying these islands as part of a mitigation agreement with NH Fish and Game to address rare wildlife impacts associated with the Owl's Nest multi-phase development project. Under the agreement, the Seller is responsible for obtaining subdivision approval, delivering a title commitment, clearing all liens, and providing a Warranty Deed conveying good, clear, and marketable title to the State.

The Department will manage the islands as part of its existing department controlled lands, consistent with management of other properties. Hunting and fishing are permissible uses as well as other outdoor activities including trapping, birding and wildlife viewing. Motorized vehicles are not allowed on the land. The islands are not conducive to motorized vehicles given their small size and limited access. Access will be restricted in sensitive habitat areas on the islands for the endangered Cobblestone Tiger

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council

Beetle for the protection of the species as part of the mitigation efforts. Any proposed future restrictions will go through the standard rule making process and be incorporated into the Department's Fis 900 rules. The islands and associated riparian habitat contribute significantly to regional biodiversity, floodplain function, and ongoing species recovery efforts. A non-exclusive access easement over private roads within the Owl's Nest development will allow Department staff to access the islands for management and monitoring purposes. The public may access the islands by lawful means via the river.

There is no cost to the State. The Seller is responsible for all costs associated with subdivision approval, title insurance commitment, and all closing and recording fees.

The closing is scheduled to occur on or before February 27, 2026, pursuant to Amendment No. 1 to the mitigation agreement.

The Fish and Game Commission unanimously approved the acceptance of this donation at its meeting on February 20, 2024.

The Office of the Attorney General has reviewed the Warranty Deed and related documents and approved the Deed for form and substance on December 2, 2025.

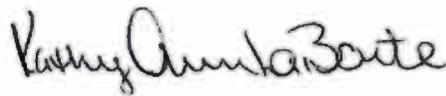
Attachments:

- Location Map
- Commission meeting minutes noting approval
- Attorney General Form & Substance Approval
- Warranty Deed
- Mitigation Agreement & Amendment No. 1
- Subdivision Plan

Respectfully submitted,



Stephanie L. Simek, Ph.D.
Executive Director



Kathy Ann LaBonte, Chief
Business Division



**LCJ Holdings, LLC
Proposed Island Donations
Thornton
~11 acres**



NEW HAMPSHIRE FISH AND GAME DEPARTMENT

FEBRUARY 20, 2024 COMMISSION MEETING MINUTES

Meeting Location: NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

Commissioners Present: R. Green, B. Temple, E. Stohl, S. Price, J. Titone, P. DeBow, M. Hodgson, J. Caveney & C. Hodgdon & A.J. DeRosa.

Commissioners absent/excused:

Belknap County Commissioner- seat is vacant at this time.

Executive Director Mason – Present

Chairman E. Stohl called the meeting to order at 1:02 p.m., and asked the audience to join in the pledge of allegiance. He informed the audience that the public is entitled to attend all Commission meetings and when recognized by the Chairman, the public may speak on any item on the agenda. The Chairman reserves the right to limit comment to the extent necessary for the orderly conduct of the meeting.

ACTION ITEMS:

1.) Commissioner R. Green moved to approve the January 16, 2024 Commission Minutes, as written, and Commissioner P. DeBow seconded. The vote carried with 8 in favor, 2 abstentions (M. Hodgson & J. Caveney).

At this time, Chairman E. Stohl removed items 2d. & 2e. from the consent agenda and reported that they would heard individually.

Commissioner R. Green moved to accept consent agenda items 2a., 2b., 2c., 2f. & 2g., as presented below, Commissioner A.J. DeRosa seconded.

2a.) The Commission accepted the following donations totaling \$5,500.00 made to the Search & Rescue account to assist in purchasing safety equipment and to provide lifesaving training to Conservation Officers:

| | |
|---------------|------------------|
| John Berry - | \$5,000.00 |
| Dianne King - | <u>\$ 500.00</u> |
| Total: | \$5,500.00 |

2b.) The Commission accepted the donation of \$7,500 from the NH Chapter of the National Wild Turkey Federation to go towards habitat projects on the William B. Ruger Jr., Wildlife Management Area in Croydon, NH, the Danbury Bog Wildlife Management Area in Danbury, NH, and the Lamontagne Wildlife Management Area in Deerfield, NH.

2c.) The Commission accepted three donations totaling \$122.50 from the below individuals, for deposit into the Small Gifts & Donations Account:

- Stuart Marvin, Center Conway, NH - \$100.00
 - June, Jean & Jonathan Caron, Nashua, NH - \$ 12.50
 - Jerimiah & Andrea Beck, Gilford, NH - \$ 10.00
- Total: \$122.50

2f.) The Commission accepted the donation of \$50.00 from the NH Trappers Association, for use by the Wildlife Division for furbearer management.

2g.) The Commission accepted the donation of \$50.00 in memory of Ted Peabody from Thomas Angelosanto of Derry, NH, for use by the Wildlife Division for game management.

The vote was unanimous in the affirmative to accept the consent agenda items 2a., 2b., 2c., 2f., & 2g.

3.) Commissioner R. Green moved to accept the following donations from the NH Council of Trout Unlimited, total value \$5,599.00 and Commissioner B. Temple seconded. The vote was unanimous in the affirmative.

- Check in the amount of \$500.00
- Firman 4550W Generator, valued at \$599.00
- Inflatable raft, valued at \$4,500.00

4.) John Magee, Programs Supervisor, Inland Fisheries Division, came before the Commission seeking approval to expend \$7,000 from the Fisheries Habitat Account to pay dam registration fees to the Department of Environmental Services.

Kathy LaBonte, Chief, Business Division, clarified for the Commission that the annual dam registration fees are \$27,000 and that the Inland Fisheries Division was seeking approval to expend an additional \$7,000 from the Fisheries Habitat Account to meet the \$27,000 total due.

Commissioner R. Green moved to approve the expenditure of \$7,000 from the Fisheries Habitat Account to pay dam registration fees to the Department of Environmental Services and Commissioner A.J. DeRosa seconded. The vote was unanimous in the affirmative.

2e.) Jim Oehler, Wildlife Habitat Program Supervisor, came before the Commission seeking approval to accept the donation of a 240-acre property in Mount Vernon, NH, from the Estate of Joanne & Roger Pinchard, to add to the Department's system of Wildlife Management Areas.

Jim reported that in 2013, the Pinchards were engaged in estate planning and reached out to several conservation organizations, including NH Fish & Game, to inquire about donating their land. After evaluating their options, they determined that the NH Fish & Game was best aligned with their values and how they wanted to see their land managed. An enforceable pledge was signed by both parties. The Pinchards have since passed away and their estate attorney has reached out to initiate the donation procedure.

Jim further elaborated that the property consists of 50 acres of hay and cornfields, 60 acres of wetlands, including a beaver impoundment, red maple swamp, and a shrub swamp, with the remainder in hemlock, oak, red maple, and pine forest. He reported that this habitat diversity would support a variety of wildlife, while also providing excellent wildlife based recreation opportunities.

Commissioner R. Green moved to accept the donation of a 240-acre property in Mount Vernon, NH, from the Estate of Joanne & Roger Pinchard, to add to the Department's system of Wildlife Management Areas and Commissioner M. Hodgson seconded. The vote was unanimous in the affirmative.

2d.) Jim Oehler, Wildlife Habitat Program Supervisor, came before the Commission seeking approval to accept the donation of two islands, totaling 11± acres in the Pemigewasset River in Thornton, NH, from LCJ Holdings LLC.

Jim reported that the islands represent unique and important wildlife habitat and are located 0.5 miles north of the Pemigewasset Wildlife Management Area. The Pemigewasset River and the islands are the highest ranked wildlife habitat in the NH Wildlife Action Plan. LCJ Holdings LLC has been working on a large scale, multi-phase, 500- acre development project over the last seven years and own the two islands in the Pemigewasset River abutting their development project in Thornton. These islands have a documented population of the state endangered cobblestone tiger beetle and currently represents the only known occurrence of the species in the Pemigewasset River Watershed. The Department has negotiated an agreement for the acquisition, in fee, of the two islands as mitigation for rare wildlife and habitat impacts that result from the development project.

Commissioner A.J. DeRosa moved to accept the donation of two islands, totaling 11± acres in the Pemigewasset River in Thornton, NH, from LCJ Holdings LLC and Commissioner P. DeBow seconded. The vote was unanimous in the affirmative.

5.) Docket No. NHFGC: 2024-001, In re RSA 206:4-b Complaint Regarding New Hampshire Fish and Game Commissioner Price: Possible Appointment of K. Allen Brooks, Senior Assistant Attorney General, and/or alternate as Presiding Officer (Commissioner Price not participating).

Chairman E. Stohl moved that Senior Assistant Attorney General, K. Allen Brooks, serve as the Presiding Officer over the hearing, Docket No. NHFGC: 2024-001, In re RSA 206:4-b Complaint Regarding New Hampshire Fish and Game Commissioner Price and Commissioner R. Green seconded.

Chairman E. Stohl explained that Attorney Aslin represents the Department and Attorney Lucas represents the Commission, therefore, Chairman E. Stohl reached out to Senior Assistant Attorney General K. Allen Brooks, who agreed to serve as Presiding Officer.

The vote was unanimous in the affirmative.

INFORMATION ITEMS:

1.) There were no questions for Kathy LaBonte, Chief, Business Division, regarding the monthly financial statement.

Inter-Department Communication

DATE: December 2, 2025

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Pemigewasset Islands Acquisition, Town of Thornton

TO: Sean Coulter, Land Agent
Facilities and Lands Division
Fish & Game Department

The Office of the Attorney General has reviewed the Warranty Deed for the Pemigewasset Islands Acquisition and the supporting documents provided, and approves the Warranty Deed for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Warranty Deed should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.



Christopher G. Aslin

Upon recording return to:

WARRANTY DEED

LCJ HOLDINGS LLC, a Massachusetts limited liability company, having an address of P.O. Box 1684 Campton, New Hampshire 03223, for consideration defined below, grants to **STATE OF NEW HAMPSHIRE, acting by and through the FISH AND GAME DEPARTMENT**, of 11 Hazen Drive, Concord, New Hampshire 03301, with **WARRANTY COVENANTS**, two (2) islands, located in the Pemigewasset River, in the Town of Thornton, County of Grafton and State of New Hampshire, more particularly bounded and described in **Exhibit A** attached hereto, subject to all easements, rights, covenants, conditions and other matters of record, to the extent in force and applicable

This is not homestead property.

EXECUTED this ___ day of _____, 2025.

LCJ HOLDINGS LLC

By: _____
Brian Lash, Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2025, by Brian Lash, as Manager on behalf of LCJ Holdings LLC. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
Name:
My Commission Expires:

EXHIBIT A

Legal Description

TRACT I

A certain tract or parcel of land in the Town of Thornton, Grafton County, New Hampshire, in the Pemigewasset River consisting of the island and all submerged land within the area shown as “New ‘Pope Island’ Lot” on the plan entitled “Plan Showing A Subdivision Made For LCJ Holdings, LLC & State of New Hampshire Fish & Game Department,” dated August 8, 2025, prepared by Horizons Engineering and recorded in the Grafton County Registry of Deeds as Plan # _____. The New Pope Island Lot is more particularly bound and described as follows:

Beginning a point on the easterly edge of the Pemigewasset River, said point being located along a course S 80° 45’ 50” W a distance of 23 feet, more or less, from an iron rod which located approximately 1,220 feet from a monument at the northwesterly corner of land of LCJ Holdings, LLC (Tax Map 240, Lot 114) and land now or formerly of Mountain River Condominium Association (Tax Map 237, Lot 35) near the edge of the river; thence of S 80° 45’ 50” W a distance of 96.46 feet across a channel in the river to an iron rod on or near the northerly shore of an island in the river; thence along the westerly shore of said island a distance of 1,040 feet, more or less, to an iron rod on or near the southerly shore of the island (being along a tie course between the two rods of S 24° 17’ 09” E a distance of 716.01 feet); thence N 21° 50’ 07” E a distance of 153.58 feet across the channel in the river to the edge of the river (said point being located along a course S 21° 50’ 07” W a distance of 6 feet, more or less, from an iron rod; thence northerly along the edge of the river a distance of 600 feet, more or less, to the point of beginning (being along a tie course of N 25° 34’ 37” W a distance of 588.61 feet).

Containing 4.56 acres, more or less.

TRACT II

A certain tract or parcel of land in the Town of Thornton, Grafton County, New Hampshire, in the Pemigewasset River consisting of (a) the island and all submerged land within the area shown as “Bump Island” on the plan entitled “Survey of Land for Pike Industries Inc., Thornton & Campton, New Hampshire,” dated September 2004, prepared by Kellogg Surveying & Mapping, Inc. and recorded in the Grafton County Registry of Deeds as Plan #11725; together with (b) all other portions of land, including all dry and submerged areas, lying between said island and the easterly edge of the Pemigewasset River, being the sand bar area adjoining said island, and comprising the same lot as shown on the Town of Thornton tax maps as Tax Map 240, Lot 111.

Said Plan #11725 depicts Bump Island and the northerly portion of the adjoining sand bar area extending easterly toward the riverbank; the southerly portion of said sand bar area, not delineated on said plan, is also included herein as part of the same parcel. Said plan further shows a line 190.94 feet

in length, extending from the southerly of two referenced points on the island, across the adjoining sand bar area toward the easterly riverbank.

Bump Island, as shown on said Plan #11725, is more particularly bound and described as follows:

Beginning at a point being the southwesterly most corner of land now or formerly of the Town of Thornton (shown as T.M. 16-1-6 on the Plan #11725, n/k/a Tax Map 240, Lot 112) and the northwesterly corner of land of LCJ Holdings, LLC (shown as T.M. 16-1-7 on the Plan #11725, n/k/a Tax Map 240, Lot 107-9); thence along Bump Island in a northerly, northwesterly, westerly, southwesterly, southerly, and then northerly to a point on the shore of the island; thence continuing along the shore of the island in a generally northerly direction to the point of beginning, the direct course and distance between the two referenced points on the island being N 15° 14' 15" E a distance of 444.48 feet.

Containing 7.4 acres, more or less, per the town's tax records.

TOGETHER WITH the perpetual, non-exclusive right and easement, as appurtenant to said Tracts I and II, on, over and across certain portions of the land of LCJ Holdings, LLC for vehicular and pedestrian access, ingress and egress, to Tracts I and II by the employees and agents of the State of New Hampshire in connection with the management and monitoring of Tracts I and II. The rights and easements granted in this paragraph shall be limited to the vehicular and pedestrian use of the common streets, roads and ways now or as may hereafter be located on the land shown on Plan # _____ as Tax Map 240, Lot 114 and the pedestrian use of the trails and paths now or as may hereafter be located on said Tax Map 240, Lot 114, as such streets, roads, ways, trails and paths may be reasonably designated for such use by LCJ Holdings, LLC (and its successors and assigns) in consultation with the State of New Hampshire. This paragraph is not intended to grant, and LCJ Holdings, LLC does not hereby grant, any right of access over Tax Map 240, Lot 114 or any other property to the State of New Hampshire except for the express purposes and subject to the limitations set forth herein or to the public for any purpose.

For LCJ Holdings LLC's title, see deed of Meredith Village Savings Bank dated December 29, 2014 and recorded in the Grafton County Registry of Deeds at Book 4104, Page 32.

**PURCHASE and SALE
MITIGATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made between LCJ HOLDINGS LLC, a Massachusetts limited liability company, having an address of P.O. Box 1684, Campton, New Hampshire 03223, (hereinafter referred to as the "Seller"); and the STATE OF NEW HAMPSHIRE, acting by and through the FISH AND GAME DEPARTMENT, with a principal office at 11 Hazen Drive, City of Concord, New Hampshire 03301, (hereinafter referred to as "NHFG").

W I T N E S S E T H:

1) **Premises:** For good and valuation consideration, but at no monetary expense to NHFG, Seller agrees to convey to NHFG two (2) islands located in the Pemigewasset River (hereinafter referred to as the "Property" or the "Islands"). The Islands are located in the Town of Thornton, County of Grafton, State of New Hampshire, are shown on the attached Exhibit A, and are described as follows:

- Pope Island (north), identified as Island 'A', which is between 3 to 5 acres, is identified as being a portion of Thornton Tax Map 240, Lot 114, and is described in a Warranty Deed from Ralph Pope, trustee to the Owls Street Associates, LLC, predecessor in title to LCJ Holdings, LLC., recorded November 12, 2004 in the Grafton County Registry of Deeds at Book 3074, Page 637; and
- Bump Island (south) identified as Island 'B', which is between 7 and 10 acres, and is identified as all of Thornton Tax Map 240, lot 111. The island is further described as being a portion of a Quitclaim Deed from Pike Industries, Inc. to Owl Street Associates, LLC, predecessor in title to LCJ Holdings, LLC, recorded February 4, 2005 in the Grafton County Registry of Deeds at Book 3104 Page 809.

The Islands are portions of the property conveyed to Seller by deed of Meredith Village Savings Bank dated December 29, 2014 and recorded in the Grafton County Registry of Deeds at Book 4104, Page 32.

2) **Mitigation Requirements:** This Agreement is made in connection with certain permits and approvals now and as may be hereafter sought from time to time by the Seller from the N.H. Department of Environmental Services (the "NHDES Permits") with regard to the Seller's development of the "Owl Nest Project Area" (as shown on Exhibit A). The NHDES Permits include, without limitation, Alteration of Terrain permits for those portions of the Owl's Nest Project Area known as Rising Ridge Road in Campton and the Pope Road in Thornton, which are pending issuance and require the completion of NHFG's review under RSA 212-A, and its Nongame and Endangered Wildlife Program. The parties agree that the conveyances provided for in this Agreement satisfy NHFG's requirements to provide mitigation land with respect to the NHDES Permits to the extent of, and in accordance with, the terms stated below:

a. Mitigation Requirements – NHFG terms:

- A. The Owl's Nest Project Area includes several rare and protected wildlife species. Of specific concern are the Islands, which have known populations of the Cobblestone Tiger

Beetle, which species is highly endangered in the State of New Hampshire with few known populations left. Risks to this species includes habitat loss or viable use of areas due to river flow alterations caused by human disturbance and recreation activities that may result in mortality of adults or larvae.

- B. Conveyance of the Islands pursuant to this Agreement shall satisfy NHFG requirements for mitigation for currently known state-protected wildlife species for all projects/total disturbance footprints that occur within the Owl's Nest Project Area. This Agreement does not apply to, and NHFG may seek additional mitigation for, projects and disturbances outside of the Owl's Nest Project Area.
- C. NHFG shall continue to review applications for NHDES Permits as required in accordance with State rules and statutes, provided, however, that the conveyance of the Islands provided for in this Agreement constitutes the only mitigation measure that NHFG may require with respect to the NHDES Permits, and NHFG shall not include a request for any additional mitigation in connection with a NHDES Permit unless:
- (i) a wildlife species within the Owl's Nest Project Area that was not classified as threatened or endangered at the time of this Agreement is newly designated as a State or federally protected threatened or endangered wildlife species prior to total buildout and completion of construction activities within the Owl's Nest Project Area or,
 - (ii) a State or federally protected threatened or endangered wildlife species is discovered to inhabit the Owl's Nest Project Area prior to total buildout and completion of construction activities within the Owl's Nest Project Area if the existence of such species within the Owl's Nest Project Area was unknown to NHFG at the time of this Agreement.

In addition, NHFG retains the ability to require additional mitigations areas if such mitigation is otherwise required by federal law.

Notwithstanding the foregoing, NHFG may, in connection with any NHDES Permit and to the extent permitted by applicable law, require other conservation measures that avoid or minimize impacts to rare wildlife species which may include but are not limited to time of year restrictions, buffer requirements, design recommendations, and best management practices.

- D. This mitigation agreement is specific to the NHFG Nongame and Endangered Wildlife Program (or successor program) Environmental Review Unit. Any current or ongoing discussions that occur between the Seller and NHFG that are not defined in this Agreement are independent of this Agreement.
- E. Seller shall grant a right of access to State of New Hampshire personnel and its agents, over the private roads of Owls Nest Resort for the management and monitoring of the Islands. The Seller does not provide any right of access over Seller's land to access the Islands to the public; however, the public may access the Islands by any otherwise lawful means.

3) **Title and Deed:** The Seller shall convey good, clear and marketable title to the Islands (together with the access easement described in Section 2.E above) to NHFG by a single Warranty Deed, free from all liens, including but not limited to all federal tax liens of record, mortgages, any unpaid real estate property tax, and other encumbrances except usual public utility easements serving the property and any other easements, restrictions, and reservations of record.

4) **Closing:** The Warranty Deed shall be delivered to NHFG at Closing, which shall occur on or before **December 31, 2025**.

5) **Effective Date:** The Effective Date of this Agreement is the execution date of the NHFG Executive Director.

6) **Tax on Transfer of Real Property:** NHFG represents this conveyance is exempt from the real estate transfer tax under RSA 78-B.

7) **Payment of Real Property Taxes:** The Seller shall be responsible for payment of all real estate property taxes assessed on the Property up to and as of the date of closing.

8) **Sellers Obligation:** The Seller is responsible for all necessary and legal requirements associated with the transfer of the Islands to NHFG. The Seller's responsibility includes, but is not limited to:

- a. On or before September 1, 2025, the Seller shall obtain subdivision approval from the Town of Thornton Planning Board to the extent required to lawfully convey the Islands as separate parcels of record to NHFG and shall, prior to Closing, record the approved subdivision plan with the Grafton County Registry of Deeds. If the Seller is unable to obtain such subdivision approval by September 1, 2025, then the parties shall cooperate to identify an equivalent mitigation measure and will amend this Agreement accordingly.
- b. On or before September 1, 2025, the Seller shall, at its expense, deliver to NHFG a commitment for title insurance issued by a licensed title insurer of NHFG's choosing, which shows that the Seller has good, clear, and marketable title to the Property, free from all liens and in the condition required by this Agreement. Notwithstanding the foregoing, if the title commitment shows that the Property is encumbered by a monetary lien, then the Seller's obligation under this subsection shall be satisfied if the Seller provides NHFG, with the title commitment, a written agreement or otherwise enforceable certification from the holder of any such lien affirming that the lien will be discharged or released promptly upon the Closing.
- c. On or before September 1, 2025, the Seller shall deliver to NHFG a draft Warranty Deed as described in Section 3 for submission to NH Governor and Executive Council.
Such warranty deed shall include a clear and identifiable legal description of each Island, which may be by metes and bounds as shown on a recorded (or to be recorded) survey or subdivision plan or by reference to the Town of Thornton tax map and lot number.
- d. At Closing, the Seller shall pay all Closing costs, the cost of any title update at the time of recording, and recording fees.

9) **NHFG's Conditions Precedent:** Under this Agreement, NHFG is willing to accept the Islands, under the following conditions, which run to NHFG's exclusive benefit:

- a) Approval from the NH Governor and Executive Council. Once all conditions are satisfied above, NHFG agrees to promptly seek such approval and shall provide notice to the Seller within fourteen (14) days of receipt of such approval or denial.

11) **Notices.** Any notice, request, instruction, or other document given or required to be given pursuant to this Agreement shall be in writing and shall be mailed, or delivered electronically to the following addresses:

LCJ Holdings, LLC
P.O. Box 1684
Campton, NH 03223
Attention: Brian Lash (brian@thetargetcompanies.com)

With a copy to:

Philip M. Hastings
Cleveland, Waters and Bass, P.A.
Two Capital Plaza, 5th Floor
Concord, NH 03301
Tel: (603) 224-7761
email: hastingsp@cwbp.com

NH Fish and Game Department
11 Hazen Drive, Concord NH 03301
Betsey McNaughten
elizabeth.mcnaughten@wildlife.nh.gov
603-271-6640

and

Melissa Winters
11 Hazen Drive, Concord NH 03301
melissa.j.winters@wildlife.nh.gov
603-271-1738

12) **Condition of Property.** The Property is to be in the same condition upon delivery of the Warranty Deed as the Effective Date of this Agreement; reasonable use, wear and tear, and free of all encumbrances not specifically excepted in this Agreement. The Seller shall not perform any activity on the Islands prohibited by the proposed Warranty Deed, after the Effective Date of this Agreement without the prior written consent of NHFG. Any such adverse material change suffered by Seller shall afford NHFG the rights, in its sole discretion, of terminating this Agreement.

13) **Risk of Loss.** Risk of loss relative to any damage or loss to the Property shall be on the Seller until closing. In case of loss of conservation values that render the Property unsuitable for the Department's programmatic objectives, NHFG shall have the right to terminate this Agreement.

14) **Broker.** The parties hereto agree that no real estate broker or representative thereof brought about this sale as agent of either the Seller or NHFG. However, the Seller agrees that the Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

15) **Agreement Binding.** This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors and assigns.

16) **Default:** If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

17) **Prior statements; Amendment of Agreement.** All representations, statements, and agreement heretofore made by and between NHFG and the Seller are merged in this Agreement, which alone fully and completely expresses their respective rights and obligations. The parties hereto acknowledge and agree that this Agreement may be amended only pursuant to a written agreement executed by the parties hereto with all the formalities hereof.

18) **Governing Law.** This Agreement is made in accordance with New Hampshire law and shall be interpreted, governed, and enforced under New Hampshire law.

19) **Additional Provisions.** Upon the Effective Date of this Agreement, NHFG, the State of New Hampshire, and its agents, employees, and contractors, may enter the Property for purposes of making measurements, surveys and environmental assessments, determination of fair market value, fundraising activities and generally examining the premises at the sole risk and expense of NHFG and the State of New Hampshire. No such activities by NHFG or the State of New Hampshire shall interrupt the conduct by the Seller of its normal activities on the Property.

This Agreement may be executed in two (2) or more counterparts, all of which shall constitute but one (1) Agreement.

WITNESS the signatures of the above parties as of the dates set forth on the following page.

LCJ Holdings, LLC



Witness

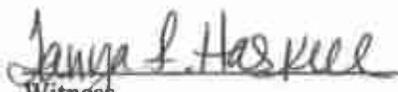
By: 

Brian Lash, Manager

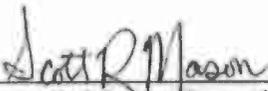
Maie Kantrowitz
(Printed name of witness)

6/17/2024
Date

NEW HAMPSHIRE FISH AND GAME DEPARTMENT



Witness

By: 

Scott R. Mason, Executive Director
Duly authorized

Tanya Haskell
(Printed name of witness)

6/17/24
Date

**AMENDMENT NO. 1
TO PURCHASE AND SALE MITIGATION AGREEMENT**

This **Amendment No. 1** (“Amendment”) to the **Purchase and Sale Mitigation Agreement** with an effective date of June 17, 2024 (the “Agreement”), by and between **LCJ Holdings, LLC**, a Massachusetts limited liability company (“Seller”), and the **State of New Hampshire, acting by and through the Fish and Game Department** (“NHFG”), is entered into as of the 9th day of December, 2025.

1. Purpose.

The purpose of this Amendment is to modify the Closing Date set forth in Section 4 of the Agreement.

2. Amendment to Section 4 – Closing.

Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Closing: The Warranty Deed shall be delivered to NHFG at Closing, which shall occur on or before February 27, 2026.”

3. NHFG Authorization.

NHFG represents that its signatory below is duly authorized to execute this Amendment on behalf of the State of New Hampshire Fish and Game Department.

4. No Other Modifications.

Except as expressly provided in this Amendment, all other terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect.

5. Counterparts.

This Amendment may be executed in one or more counterparts, including electronic or PDF signatures, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SELLER

LCJ Holdings, LLC

By: 

Brian Lash, Manager

Date: 12/9/2025

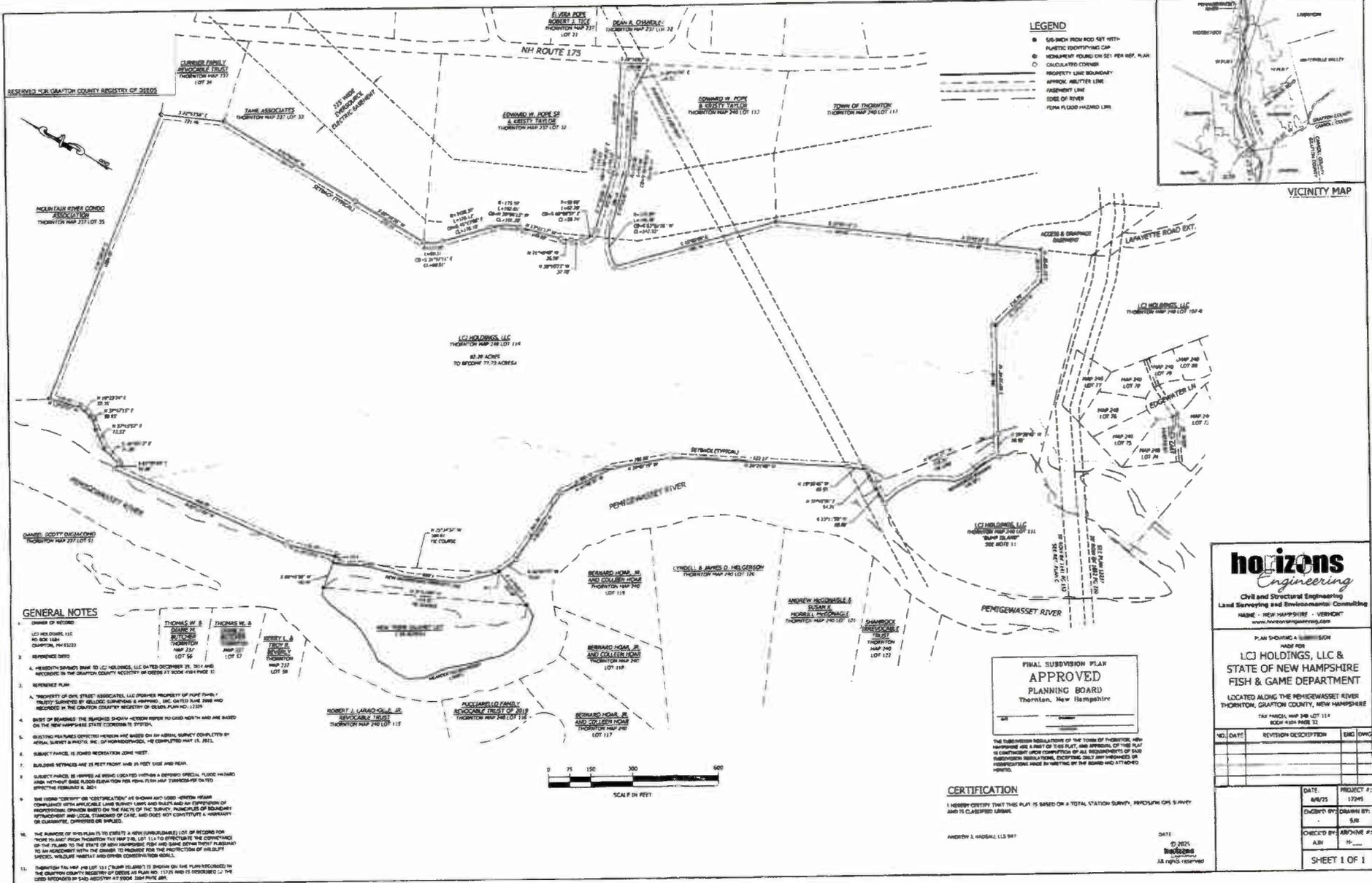
**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT**

By: 

Stephanie L. Simek, Ph.D., Executive Director

Duly Authorized

Date: 11 DECEMBER 2025



GENERAL NOTES

1. OWNER OF RECORD: LCI HOLDINGS, LLC, 40 N. MAIN ST., GRAFTON, NH 03044
2. REFERENCE PLAN: A. "PROPERTY OF ONE STREET ASSOCIATES, LLC FORMER PROPERTY OF FIVE PARK TRUSTY SURVEYED BY BELLEVILLE SURVEYING & ENGINEERING, INC. DATED AND RECORDED IN THE GRAFTON COUNTY REGISTER OF DEEDS AT BOOK 4184 PAGE 12"
3. BIRTH OF BOUNDARIES: THE BOUNDARIES SHOWN HEREON REFER TO GROUND NORTH AND ARE BASED ON THE NEW HAMPSHIRE STATE COORDINATE SYSTEM.
4. EXISTING MARKS DETECTED HEREON ARE BASED ON AN AERIAL SURVEY CONDUCTED BY AERIAL SURVEY & PHOTO, INC. OF HAMPDENWOOD, NH COMPLETED MAY 11, 2011.
5. SUBJECT PARCEL IS ZONED RECREATION ZONE "R20".
6. BUILDING SETBACKS ARE 25 FEET FRONT AND 15 FEET SIDE AND REAR.
7. SUBJECT PARCEL IS SITUATED AS BEING LOCATED WITHIN A DESIGNATED SPECIAL FLOOD HAZARD AREA WITHIN SPECIAL FLOOD HAZARD ZONE FROM FEMA FIRM MAP 17080CDA01 DATED OCTOBER 1, 2001.
8. THE LEGAL DESCRIPTION OR "CERTIFICATION" AT THE END OF THIS PLAN IS INTENDED TO BE COMPLIANT WITH APPLICABLE STATE STATUTES AND REGULATIONS AND TO BE A SUMMARY OF THE INFORMATION CONTAINED IN THIS PLAN. THE CERTIFICATION IS NOT A SUBSTITUTE FOR A PROFESSIONAL SURVEY AND SHOULD NOT BE USED AS A SUBSTITUTE FOR A PROFESSIONAL SURVEY. THE CERTIFICATION IS NOT A SUBSTITUTE FOR A PROFESSIONAL SURVEY AND SHOULD NOT BE USED AS A SUBSTITUTE FOR A PROFESSIONAL SURVEY.
9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE GRAFTON COUNTY REGISTER OF DEEDS AND HAS FOUND NO RECORDS OF INTEREST IN THE SUBJECT PARCEL THAT WOULD AFFECT THE SURVEY.
10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE GRAFTON COUNTY REGISTER OF DEEDS AND HAS FOUND NO RECORDS OF INTEREST IN THE SUBJECT PARCEL THAT WOULD AFFECT THE SURVEY.
11. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE GRAFTON COUNTY REGISTER OF DEEDS AND HAS FOUND NO RECORDS OF INTEREST IN THE SUBJECT PARCEL THAT WOULD AFFECT THE SURVEY.

FINAL SUBDIVISION PLAN
APPROVED
 PLANNING BOARD
 Thornton, New Hampshire

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN IS BASED ON A TOTAL STATION SURVEY, PRECISION GPS SURVEY AND IS CLASSIFIED AS:

ANDREW J. HODGINS, L.L.S. 987

DATE: 07/20/2023
 BY: ANDREW J. HODGINS
 AS: REGISTERED SURVEYOR

horizons
 Engineering
 Civil and Structural Engineering
 Land Surveying and Environmental Consulting
 NAME - NEW HAMPSHIRE - VERMONT
 www.horizonsengineering.com

PLAN SHOWING A SUBDIVISION
 MAP FOR
LCI HOLDINGS, LLC & STATE OF NEW HAMPSHIRE FISH & GAME DEPARTMENT
 PLANNING BOARD
 LOCATED ALONG THE PENIKESSE RIVER
 THORNTON, GRAFTON COUNTY, NEW HAMPSHIRE
 TAX PARCEL MAP 248 LOT 114
 BOF PLAN PAGE 11

| NO. | DATE | REVISION DESCRIPTION | ENG. (DWG) |
|-----|------|----------------------|------------|
| | | | |
| | | | |
| | | | |

| | |
|-------------|-------------|
| DATE: | PROJECT #: |
| 07/20/23 | 17245 |
| DRAWN BY: | DRAWN BY: |
| SJR | SJR |
| CHECKED BY: | CHECKED BY: |
| AJH | W... |

SHEET 1 OF 1