

# Town of West Springfield

Municipal Office Building  
26 Central Street, Suite 23  
West Springfield, MA 01089



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**William C. Reichelt**  
*Mayor*

10 June 2020

Brian J. Griffin  
President, Town Council  
J. Edward Christian Municipal Office Building  
26 Central Street, Suite 16  
West Springfield, MA 01089

**Re: Bear Hole Conservation Restriction – Updated Draft**

Dear President Griffin:

As you know, for the past several months, the Bear Hole CR Working Group, consisting of Councilors Kelly, O'Brien and Eger, as well as Town Attorney Kate O'Brien, Natural Resources Planner Mark Noonan and citizens Al Cabot and Simon Brighenti, has been diligently revising and editing the draft Conservation Restriction to address concerns that were previously raised by the Council. Through their hard work, along with the hard work of the representatives of the Department of Conservation and Recreation ("DCR") and Mass Audubon, I am pleased to present to you a final document for your reconsideration.

This document has undergone significant revision since the last time the full Council considered it. Due to the advocacy of the Council members serving on the working group, many changes were made to make this a better document for the Town. Most notably, this document includes language allowing for the Town to reestablish Bear Hole as a drinking water supply independently, without the permission of DCR and Mass Audubon. There are many other changes that provide for more clarity and make the document more tailored to the rich history of the Town and Bear Hole itself. Since the draft underwent revisions by the state's legal team, you will see that much of the language has been streamlined and clarified further, but that the overall substance of the document that came out of the working group has not changed significantly.

I send this revised document to the Council for its reconsideration, along with the Special Legislation that is also needed to finalize this transaction. I defer to the Council as to how it chooses to proceed with this reconsideration. I am sure that options it may consider are a study session for the full Council, with the other members of the working group present to answer questions; another public forum to receive input from the public; a further public hearing before the Council or any other method that the Council deems appropriate. My team and I are willing to provide whatever support is necessary to assist with this important endeavor. In addition, the representatives of DCR and Mass Audubon have also indicated their willingness to make themselves

President Griffin

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available to the Council for any questions or assistance that may be needed and have even provided blocks of time this week for the Council to utilize if needed.

Countless hours and immeasurable effort have been spent to work on this document and tailor it to the needs of the community. I continue to believe that this partnership with DCR and Mass Audubon is critical to ensuring that Bear Hole is protected for generations to come. With the support and resources of groups that are not directly tied to the local community, we can be assured that they will be the best stewards to insulate this land from future political pressures to sell or otherwise develop it.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Reichelt', with a horizontal line extending from the end.

William C. Reichelt  
Mayor

Enclosures

cc: Town Council  
Susan Pettazzoni, Clerk to the Council  
Kate O'Brien, Town Attorney  
Mark Noonan, Natural Resource Planner  
Robert Colson, DPW Director  
Jeffrey Auer, Deputy Director of Water

**CONSERVATION RESTRICTION**  
**Bear Hole Watershed, West Springfield and Holyoke MA**

The **TOWN OF WEST SPRINGFIELD**, a Massachusetts municipal corporation with a principal address of 26 Central Street, West Springfield, Hampden County, Massachusetts, which in each instance shall mean the Grantor and all its successors and assigns (hereinafter “Grantor” or “Town”), acting by and through \_\_\_\_\_ pursuant to Chapter \_\_\_\_ of the Acts of \_\_\_\_\_, in consideration of **One Million Dollars (\$1,000,000.00)** paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants, with QUITCLAIM COVENANTS, to the **COMMONWEALTH OF MASSACHUSETTS**, acting by and through its Department of Conservation and Recreation (“DCR”) having an address of 251 Causeway Street, Boston, Massachusetts 02114, which has paid \$700,000 of the consideration, and to the **MASSACHUSETTS AUDUBON SOCIETY, INC.** (“MassAudubon”), a Massachusetts corporation having an address of 208 South Great Road, Lincoln, Massachusetts 01773, which has paid \$300,000 of the consideration, and their successors and assigns (hereinafter collectively “Grantees”), IN PERPETUITY and for the purposes set forth in Article 97 of the Amendments to the Massachusetts Constitution (“Article 97”), a CONSERVATION RESTRICTION (hereinafter “CR”), in accordance with Massachusetts General Laws (hereinafter “G.L.”) Chapter 184, Sections 31 and 32 and G.L. Chapter 132A, Section 3, upon land in West Springfield and Holyoke, Hampden County, Massachusetts, consisting of 34 parcels and totaling approximately 1465.81 ± acres, said land being further described in **Exhibit A**, and on the sketch map shown as **Exhibit B**, both attached hereto and incorporated herein by reference (collectively referred to as the “Premises”).

WHEREAS, the Town of West Springfield has been a steward of the area known as the Bear Hole Watershed Property (“Bear Hole”) for over for one hundred years, previously as a surface drinking water reservoir and currently, as a location for passive recreational uses by its residents;

WHEREAS, in order to ensure the permanent protection of this beloved asset of residents and conservation of its natural terrestrial and aquatic resources, its flora and fauna and the economic value to the Town in protecting the natural resources of the Premises, and to assist the Grantor to better manage and steward the property, the Town is granting this CR to better protect and manage the natural treasure that is Bear Hole;

WHEREAS, the Grantor and Grantees are cooperatively working together toward the common goal of protecting the conservation values (defined below) of Bear Hole; and

WHEREAS, the conservation of the Premises is intended to yield significant public benefits.

This CR is granted in perpetuity for the purposes of Article 97 and to protect and promote the conservation values (defined below) and for the following purposes.

- I. **PURPOSES:** This CR is defined in and authorized by Sections 31-33 of Chapter 184 of the G.L. and otherwise by law. The purposes of this CR (hereinafter, the “purposes”) are to assure that, while passive recreation and other acts and uses will be permitted as expressly provided by Article III, including use of the Premises as a public water supply, the Premises will be subject to the prohibitions described in Article II hereof so that the Premises will be protected in perpetuity for conservation purposes predominantly in its natural, scenic, undeveloped and open condition; to protect and promote the conservation of forests, wetlands, soils, natural watercourses, ponds, water supplies, water quality and native wildlife and native plant life thereon and their habitats; to protect the archaeological and natural resources of the Premises; to prevent any use or change that would impair or interfere with the Premises’ conservation and preservation values; and to preserve passive public recreation opportunities and other conservation uses consistent with the spirit and intent of, and subject to, Article 97 (collectively, the “conservation values”). Without limiting the generality of the conservation values, the conservation values and the purposes of this CR are and include:
  - A. to protect the Premises, which has become a beloved asset to the residents of the Town of West Springfield as an important public resource in an area where residential and commercial development is rapidly destroying the remaining open spaces;
  - B. to retain the Premises predominantly in their natural, scenic and open condition while preserving and enhancing appropriate passive recreational uses on the Premises as further described in this CR;
  - C. to protect and conserve natural resources of the Premises, to enhance the protection of the adjacent conservation lands; to protect and preserve the historic and archaeological resources on the Premises, including without limitation: ways, foundations, stone walls, historic features and property bounds and other sensitive archaeological resources;
  - D. to manage the property for the benefit of both wildlife and human populations, including but not limited to the implementing the measure outlined by the report entitled *A Community Vision for the Bear Hole Conservation Area, West Springfield’s Natural Treasure*, prepared by MassAudubon for the West Springfield Conservation Commission and dated November 2019;
  - E. to ensure that the Town of West Springfield has the right, but not the obligation, to make improvements to the Premises to create and maintain passive public recreation

opportunities and to promote and protect the conservation values; provided such improvements are made in conformance with the management plan required by this CR described in Article VII below as the Town Plan;

- F. to manage Bear Hole Reservoir and the Premises to protect natural resources and health benefits to the community;
- G. to protect, maintain, promote and conserve biological diversity, scenic, historic and cultural resources, forests, wetlands, soils, natural watercourses, surface and groundwater supplies and quality, wildlife habitat and wildlife therein, including flora and fauna and the natural communities they compose;
- H. to further protect the watershed known as Bear Hole Reservoir, which is a former public drinking water supply and may be reactivated as an active source of public drinking water for the Town of West Springfield pursuant to Article III herein;
- I. to protect and maintain areas that have been identified by the Massachusetts Natural Heritage and Endangered Species Program as providing potential habitat for rare species on the Premises and adjacent lands;
- J. to protect 23 rare species of plants and animals known to occur in Bear Hole and its direct vicinity, including reptiles, butterflies and vascular plants; to protect a large cluster of vernal pools; to protect the Metacomet Ridge, which features an important natural woodland community;
- K. to allow for sustainable and sound management of the forest resources including the diverse forests in the northern section; the high plant diversity on the site; more than 30 forest stands; a 91-acre stand of Eastern Hemlock which is an uncommon forest type that provides habitat for a wide range of animal species;
- L. to protect and provide access to the New England Scenic Trail;
- M. to allow passive recreational access to the general public, including low impact use of trails, and enjoyment of the wildlife, open space resources and scenic views of and from the Premises, compatible with other conservation values and purposes of this CR and in accordance with the terms of this CR; and
- N. to prevent any use of the Premises that will impair or interfere with the conservation values.

The Grantor and Grantees agree that such values and other more specific conservation values of the Premises, as well as its current uses, state of improvement and conditions, shall be further documented in a report to be prepared by Grantees in consultation with the Town and maintained in the records of the Grantor and Grantees (hereinafter the "Baseline Documentation Report"). The Baseline Documentation Report shall consist of

documentation, including but not limited to maps and photographs, intended to serve as an accurate representation of the condition and the conservation values of the Premises at the time this CR is recorded and an objective informational baseline for monitoring of compliance with the terms of this CR. The Baseline Documentation Report shall be binding upon the Grantor and Grantees and is incorporated herein by reference. Notwithstanding the foregoing, if the Baseline Documentation Report is unavailable or if it fails to reasonably or adequately address the issues presented, then the Grantor or Grantees may use any evidence of the condition of the Premises at the time of this grant other than the Baseline Documentation Report.

**II. PROHIBITED ACTIVITIES AND USES:** Consistent with the purposes set forth in Article I above, the Grantor covenants for itself and its representatives, mortgagees, successors and assigns that the Premises will at all times be held, used and conveyed subject to and not in violation of this CR. The Grantor shall refrain from and will not permit any activity which is inconsistent with the conservation values or which is detrimental to water quality, soil conservation, wildlife and habitat conservation, scenic landscape protection or which is otherwise wasteful of the natural resources of the Premises.

Except as to reserved rights expressly set forth in Article III below, the Grantor shall refrain from and will not perform or permit any of the following acts or uses, which are prohibited, in, on, over or under the Premises:

- A. Construction: Construction or placing of any temporary or permanent building, structure, facility or other improvement or parts thereof on under or above the Premises, including but not limited to any dwelling or appurtenant structure, tennis court, ball field, golf course or driving range, septic or sewerage or waste disposal system, swimming pool, artificial water impoundment, roadway, asphalt or concrete pavement, parking area, landing strip or pad, mobile home, billboard, sign or other advertising display, antenna, utility pole, tower, conduit or line, fences, walls or other barriers, telecommunication tower or equipment, windmill, wind turbines, photovoltaic facility or array, satellite dish; mineral, or fuel or water extraction structure, facility, or mechanism, including without limitation hydraulic fracturing or deep well injection system, underground storage tanks, or any other temporary or permanent structure, facility or improvement or part thereof in, on or above the Premises.
- B. Clearing or Cutting: Removal, destruction or cutting of trees, shrubs or other natural vegetation, including but not limited to cutting for firewood or commercial harvesting and lumbering activities, or for roads, driveways, trails or paths, or removal or movement of soil.
- C. Excavation: Excavation, extracting, mining, dredging, drilling for or removal of any loam, peat, gravel, soil, sand, rock or other mineral substance, or natural deposit from the Premises, including but not limited to gas or other fuel or fuel source.

- D. Dumping: Placing, filling, storing, stockpiling or dumping of soil, tree stumps, slash, yard waste or other vegetative debris, snow, sand, rock, mineral or other substance or material, equipment, mobile home, trailer, vehicle bodies or parts, refuse, trash, rubbish, junk, debris, petroleum products, pesticides, herbicides, hazardous material or any type of waste, including solid, liquid or radioactive and waste.
- E. Alteration: Altering, depleting, diverting, channeling, damming, draining or extracting surface or sub-surface water, natural water courses, marshes or vernal pools; or activities or uses detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation or ecosystem function, except as to reserved rights expressly set forth in Article III.
- F. Planting: Planting invasive or non-native species or other species that are genetically modified or replicated or not deemed native to Hampden County by current published lists of native species, including *The Vascular Plants of Massachusetts: A County Checklist*, First Revision, by Melissa Dow Cullina, Bryan Connolly, Bruce A. Sorrie and Paul Somers, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (2011) or as amended or contained in a similar professionally acceptable publication available in the future. Other species, not yet considered native in the above reference, or the then-governing reference source, may only be planted or maintained with prior written mutual agreement of Grantor and Grantees.
- G. Motorized Vehicles: Use, parking or storage of motorized or power-driven vehicles or equipment of any kind, included but not limited to automobiles, trucks, motorcycles, motorized trail bikes, motorbikes, snowmobiles or all-terrain vehicles.
- H. Commercial, Industrial, or Residential Use. Commercial or industrial use of any kind, including but not limited to commercial camping, commercial fishing or aquaculture, commercial hunting or commercial trapping; residential use of any kind.
- I. Agriculture: Agricultural activities, including tillage of soil or grazing or sheltering of livestock or fowl.
- J. Density Calculation: No portion of the Premises may be used towards any building, septic system or other development requirements on any other parcel outside the Premises.
- K. Division or Subdivision: Subdivision or conveyance of a part or portion of the Premises, it being intended to keep the Premises in single ownership.
- L. Cultural Features: The dislocation, removal, filling in or alteration of stone walls, stone foundations, cellar holes or other landscape features on the Premises,

archeological investigations or activities, including the collection, alteration or removal of archaeological artifacts (prehistoric and/or historic) except by formal approval of the Massachusetts Historic Commission (MHC) described in Article III below.

M. Chemical Substances: The use, storage, mixing or preparation for use of pesticides, herbicides, insecticides, fungicides, or other chemicals or similar substances.

N. Inconsistent Uses: Any other use of the Premises or activity not expressly permitted in Article III below that (a) is inconsistent with the purposes of this CR, (b) would harm the conservation values protected by this CR, or (c) is prohibited by federal, state or local law or regulation.

**III. PERMITTED ACTIVITIES:** Notwithstanding any provisions herein to the contrary, the Grantor reserves to itself and to its successors and assigns the right to conduct or permit the following activities and uses on the Premises, provided that they are conducted in accordance with applicable local, state and federal laws, regulations, codes and other legal requirements, are carried out in a reasonable manner consistent with the purposes of this CR, and do not impair the conservation values.

A. Passive Recreation: Use of the Premises by the Grantor and the general public, for non-commercial, low impact, passive outdoor recreational activities such as hiking, snowshoeing, cross-country skiing, bird and wildlife observation, fishing, non-motorized boating and other non-motorized recreational, educational and nature study use (except mobility assistance devices when used by persons with a disability shall be allowed), provided that such activities do not materially alter the landscape and are carried out in a reasonable manner. Grantor may promulgate rules and regulations for the use of the Premises in consultation with and approval by Grantees, as are reasonably necessary to protect public safety and the conservation values of the Premises. Grantor shall not prohibit access by the general public to the Premises except in the event of emergency or in accordance with rules and regulations promulgated for the use of the Premises. Grantor shall not discriminate as to use of Premises, which shall be open to the general public.

With prior notification to the Grantor, Grantees shall have the right to offer environmental education programs and services on the Premises to further public access, understanding and appreciation of the property and current environmental and conservation topics.

B. Maintenance of Recreational Improvements: The right to use, maintain, repair and replace, but not enlarge, the existing unpaved footpaths, ways, trails, fences, gates and stone walls, culverts, bridges, and similar improvements identified in the Baseline Documentation Report and as shown in Exhibit B, substantially in their present condition and location, or as reasonably necessary for the uses permitted herein, excepting structures within the Building Envelope described in Paragraph H of this

Article III below, so long as such use is not significantly detrimental to water quality, soil conservation, or wildlife conservation or otherwise wasteful of the natural resources of the Premises.

C. Trails, Minor Recreational Structures, and Signs: The right to make minor improvements to the Premises for recreational and educational purposes to facilitate the uses permitted in Article III A. above; provided such improvements are made in accordance with the Town Plan pursuant to Article VII, are consistent with and do not impair the conservation values or the recreation and scenic values of the Premises protected by this CR. Such improvements include the following:

1. Trails: Construction, reconstruction, and marking of unpaved woodland trails for non-motorized trail uses including the installation of minor trail structures such as non-illuminated directional and trailhead signage, trailside benches, minor bridges, culverts, stone steps, and scenic vistas; provided, however, that such trails shall be no greater than ten (10) feet in width, and that such trail and minor trail structures and vistas are designed, located and constructed in accordance with DCR Trail Guidelines and Best Practices Manual dated October 21, 2008, and updated March 2012, or subsequent versions as may be approved by DCR and in a manner that will minimize negative impacts to the conservation values protected by this CR.
2. Bike Paths: With prior written approval of the Grantees in accordance with Article IV below, the construction, maintenance and use of recreational trails, which may be paved (“Recreational Trails”). The Recreational Trails may be up to twelve (12) feet in width, and may be used by pedestrians and non-motorized recreational vehicles, such as bicycles, for recreational purposes.
3. Minor Structures: The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, such as but not limited to gates, exhibits, benches, and viewing platforms provided that such structures do not have foundations and are designed and located to minimize any deleterious impact on the conservation values.
4. Signs and Informational Kiosks: The right to install and maintain permanent or temporary boundary markers, small, interpretive signs, no larger than two feet by two feet, and informational kiosks consisting of two informational panels no larger than three feet by five feet at the existing parking areas on the Premises, for purposes of identifying ownership interests of Grantor and Grantees, the Premises’ status as a conservation area, the restrictions or regulations governing the use of the Premises (including hunting and fishing), the identity or location of trails, areas of interest, natural features or other characteristics of the Premises, including historical and archaeological

information, to mark property boundaries, and for providing other like information. All signs and kiosks shall be non-illuminated and the number, design and location of such signs and informational kiosks shall be planned in consultation with Grantees.

In the absence of a Town Plan that expressly permits construction of improvements pursuant to this Paragraph C, construction of any improvements pursuant to this Article III.C shall be subject to Grantees' prior approval pursuant to Article IV below.

- D. Vegetation Management: The cutting, removal, planting or replacement of native trees, shrubs or other native vegetation to prevent threat of injury or damage to persons or property; to prevent, control or eliminate insect infestation, blight or disease; to control, manage or eradicate invasive species not native to Hampden County; to restore native biotic communities; to maintain, enhance or restore wildlife habitat, rare or endangered species, or water quality; and to construct and maintain approved recreational improvements as described in Article III.C above.
1. The reasonable use or application of pesticides, herbicides, insecticides and fungicides, but not the storing, mixing or preparation for use thereof, shall be allowed to carry out the activities authorized in this Paragraph D, provided that: (i) such use is based on prudent and sound silvicultural, horticultural, and ecological principles, as applicable, in conformance with manufacturer's directions and with best management practices as they are promulgated and updated from time to time; and (ii) such substances are used in a way that minimizes impacts to and contact with streams, vernal pools, wetlands, lakes and any other water bodies; and provided further that no such use or application shall occur within one hundred feet (100') of any stream or wetland except for management and eradication of invasive species per the Town Plan described in Article VII below or otherwise with the Grantees' prior approval pursuant to Article IV below.
  2. The reasonable use of domesticated animals shall be allowed for management and eradication of invasive species; provided that (i) such use is based on prudent and sound silvicultural, horticultural, and ecological principles, as applicable, (ii) such animals are used in a manner and in numbers that minimize impacts to and contact with streams, vernal pools, wetlands, lakes and any other water bodies on the Premises, (iii) such use shall not occur within one hundred feet (100') of any stream or wetland, (iv) such use does not impair the conservation values or the recreation and scenic values of the Premises, and (iv) Grantor receives Grantees' prior approval pursuant to Article IV below.
- E. Forestry: Forest management and commercial harvesting or lumbering activities, including cutting or harvesting for firewood, provided such cutting and removal is conducted in compliance with:

1. Prudent and sound forest management practices, using all required best management practices and to the extent possible the recommended guidelines pursuant to the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, Kittredge, 2013) and subsequent versions as may be approved by the Commonwealth (hereinafter “Forestry BMPs”);
2. A Forest Stewardship Plan, prepared in accordance with “Directions for the preparation of new Chapter 61 Forest Management and Forest Stewardship/Green Certification Plans” and subsequent versions as may be approved by DCR, and approved in writing by the State Forester;
3. A Forest Cutting Plan, prepared by a forester licensed pursuant to 302 CMR 14.00 et. seq. (“Licensed Forester”) and in accordance with G.L. c. 132, §§ 40-46, as amended, and reviewed for approval in writing by the State Forester, if any proposed cutting/harvesting is to exceed ten thousand board feet or 25 cords of wood during any rolling 12-month period, notwithstanding the thresholds described in G.L. c. 132, § 44; and
4. Such statutes, regulations and directions in effect at the time of approval of said plans.

Grantor shall provide to Grantees notice of any submission of any applications for any Forest Stewardship Plan or any Forest Cutting Plan or any amendments thereto. A copy of this CR shall accompany the Grantor’s application, proposed Forest Stewardship Plan and/or proposed Forest Cutting Plan to the State Forester for approval, together with a statement in writing from the Licensed Forester, signed by Grantor, that the proposed Forest Stewardship Plan and/or proposed Forest Cutting Plan is consistent with the terms and purposes of this CR and the Town Plan.

Any Forest Cutting Plan prepared must be consistent with the approved Forest Stewardship Plan, the purposes and terms of this CR, and with the Town Plan. The reasonable use of pesticides, herbicides, insecticides, fungicides, manure and fertilizers, but not the storing, mixing or preparation for use thereof, in accordance with manufacturer’s specifications and BMPs shall be permitted to the extent reasonably necessary to conduct approved forestry activities permitted by such plans, provided that: (i) such use is based on prudent and sound silvicultural, horticultural, and ecological principles, as applicable, and in conformance with manufacturer’s directions, and (ii) such substances are used in a way that minimizes impacts to and contact with streams, vernal pools, wetlands, lakes and any other water bodies, and (iii) such use shall not occur within one hundred feet (100’) of any stream or wetland

- F. Forest Roads: The construction, maintenance, use, improvement, repair and discontinuance of unpaved roads for forestry purposes, in conformance with Forestry BMPs, with a travel surface not to exceed fifteen (15) feet in width, so long as such roads are located, designed, constructed, maintained and used in a manner that will

minimize negative impacts on the conservation values, are consistent with the Town Plan, and are included in the approved Forest Stewardship Plan and any required and approved Forest Cutting Plan. To construct or improve a road, the Forest Stewardship Plan must demonstrate (1) that the road is reasonably necessary to provide reasonable forest management access to the Premises, (2) that the system of existing woods roads is not adequate, and (3) that the construction or improvement will not impair the purposes of this CR. Notice to and approval of the Grantees shall be deemed granted for the construction of new woods roads if such roads are contained in the approved Forest Stewardship Plan, and any approved Forest Cutting Plan. Upon the discontinuance of woods roads, Grantor shall, within a reasonable time thereafter restore the roadbed, and any bridges, culverts and disturbed abutting areas shall be returned to a natural state with even contour and in such a manner so as not to cause erosion, in order that reforestation and vegetation may naturally occur. Such reclamation of wood roads shall be in accordance with Forestry BMPs, the Forest Stewardship Plan, and the Town Plan.

- G. Future Public Water Supply Use: The right to restore and use that portion of the Premises containing approximately 140 acres and shown on Exhibit C attached hereto as the Public Water Supply Facilities Area (“Public Water Supply Facilities Area”) for public water supply purposes pursuant to this Article III.G. Notwithstanding Article II, the Town may reactivate and use the Public Water Supply Facilities Area for the storage, withdrawal and treatment of water for public use and consumption, including but not limited to the construction, maintenance, repair and replacement of dams, pipes, water pumping and treatment facilities, roads and associated infrastructure, directly related to public water supply and in accordance with then current laws and regulations (hereinafter “Public Water Facilities”); provided however the Public Water Facilities and public water supply use permitted by this paragraph shall not (1) include the construction, maintenance or use of structures unless and to the extent such use is directly related to public water supply purposes (excluding for example office buildings, general vehicle storage and maintenance facilities, or other general municipal uses), or (2) impair the conservation values of any portion of the Premises located outside the Public Water Supply Facilities Area. Grantor shall, to the greatest extent possible, locate the Public Water Facilities within the Existing Building Envelope described in Article III.H below and design, construct and maintain such facilities so as to minimize adverse impacts to the conservation values protected by this CR. Any ground disturbance due to construction, maintenance or use of Public Water Facilities shall be promptly restored by Grantor to the approximate conditions that existed prior to said disturbance. Grantor shall provide both Grantees with notice of its intent to use the Premises for water supply purposes pursuant to Article IV below 60 days prior to commencing construction of any Public Water Facilities. Grantees may review the proposed Public Water Facilities to ensure that their design and location are consistent with the terms of this CR and may provide to Grantor non-binding recommendations aimed at minimizing the impacts of such use on the conservation values and purposes of this CR.

- H. Existing Building Envelope: The right to use that portion of the Premises containing approximately \_\_\_ acres and shown on Exhibit C attached hereto as “Existing Building Envelope” (“Building Envelope Area”) for the following uses, provided such uses are consistent with the Town Plan described below in Article VII:
1. The right to use, maintain and repair, but not to add to in height or to enlarge, the existing brick building and two garage buildings previously used for water purposes and documented in the Baseline Documentation Report, for environmental education or conservation purposes, and for the storage of equipment needed and used to maintain the Premises as permitted by this CR;
  2. The right to demolish and remove said structures and restore the area within the Building Envelope Area to its natural condition; and
  3. The right to use, upgrade, maintain and construct Public Water Facilities if Grantor re-activates the public water supply in accordance with all applicable laws and regulations as described above in Article III.G.
- I. Resource and Habitat Management: In accordance with the Town Plan or with Grantees’ prior approval pursuant to Article IV below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species. Such measures may include hunting.
- J. Archaeology: The right to conduct archaeological field investigations, including surveys, systematic excavation, and removal of archaeological samples and specimens, provided that such research is undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist of the Massachusetts Historical Commission or successor official, in accordance with G. L. Chapter 9, Section 27C, and 950 CMR 70.00, or as amended, and the concurrence of the Grantees pursuant to the notice procedure set forth in Article IV below.
- K. Human Remains: Notwithstanding the foregoing permitted activities, if any human remains are discovered during any activities on the Premises, then the activities resulting in such discovery shall cease immediately. Grantor shall notify Office of the Chief Medical Examiner, the Massachusetts State Archaeologist and the Grantees immediately, and shall follow the procedures delineated under the Massachusetts Unmarked Burial Law (G.L. Chapter 38, Section 6; Chapter 9, Sections 26A and 27C and Chapter 7, Section 38A, as amended).
- L. Motor Vehicles and Parking: The right to use motor vehicles by the Grantor or its employees and agents as reasonably necessary to carry out activities permitted under this CR, but not for recreational activities (other than parking as described in this paragraph); for access by Grantees for purposes set forth in Article VI, below; and for access by police, fire, emergency, public works, or other government personnel

carrying out their official duties. The right, but not the obligation, to maintain with gravel or other pervious surface and to mark and use the existing unpaved parking areas documented by the Baseline Documentation Report for off-street parking associated with the public recreational use of the Premises. The right, but not the obligation, to construct with gravel or other pervious surface and to maintain, mark and use new parking areas for off-street parking associated with the public recreational use of the Premises, provided the design, size, specific location and materials for such new parking areas are included in the Town Plan described in Article VII below or in the absence of an Town Plan, with Grantees' prior approval pursuant to Article IV below.

- M. Site Restoration. Any work undertaken in conjunction with the reserved rights described in this Article III shall seek to minimize disturbance to the conservation values and other natural features within the Premises that may be impacted as a result of exercising of any of the reserved rights described herein. Upon completion of any site work performed in conjunction with any reserved right, any disturbed areas shall reasonably promptly be restored with respect to soil material, grade and vegetated ground cover as near as practicable to the condition documented in the Baseline Documentation Report or if not documented in the Baseline Documentation Report, then to the condition that existed immediately prior to such work.
- N. Legal Compliance. The exercise of any right reserved by the Grantor under this Article III shall be in compliance with the then-current Zoning Ordinance applicable to the Premises, the Wetlands Protection Act (G.L. Chapter 131, Section 40), and all other applicable federal, state, and local laws, regulations, codes and ordinances. The inclusion of any reserved right in this Article III requiring a permit from a public agency does not imply that the Grantees take any position on whether such permit should be issued.

#### **IV. NOTICE AND APPROVAL:**

- A. Procedure for Notifying Grantees: Whenever notice to or approval by Grantees is required under Article III, Grantor shall notify Grantees in writing, not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. Notice from the Grantor shall:
1. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  2. Describe how the proposed activity will not harm the purposes or conservation values;
  3. Certify that the proposed activity is consistent with the terms of this Conservation Restriction; and

4. Describe any other material aspect of the proposed activity in sufficient detail to permit Grantees to make an informed judgment as to the activity's consistency with the purposes of this Conservation Restriction.
- B. Procedure for Grantees' Approval: Grantees shall use reasonable diligence to respond in writing within 60 days of receipt of Grantor's notice. Grantees' approval shall be granted only upon a showing that each of the conditions enumerated above have been met and the proposed activity shall not impair the conservation values or purposes of this CR . If Grantees fail to respond within 60 days, Grantor shall send both Grantees a second notice. Grantees shall have another 30 days from the date of receipt of said second notice to respond. Failure by a Grantee to respond in writing within its said 30 days shall be deemed to constitute approval by such Grantee.
- C. Notices: Any notice, demand, request, consent, approval or communication that any party desires or is required to give to the others shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantees:

Department of Conservation and Recreation  
Commissioner  
Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104

With a copy to:

Conservation Restriction Stewardship Coordinator  
Department of Conservation and Recreation  
251 Causeway Street  
Boston, MA 02114-2104

and

Massachusetts Audubon Society, Inc.  
Director of Land Conservation  
208 South Great Road  
Lincoln, MA 01773

With copy to:

Conservation Restriction Stewardship Specialist  
Massachusetts Audubon Society, Inc.  
208 South Great Road  
Lincoln, MA 01773

To Grantor:

Town of West Springfield  
Attn: Mayor

26 Central Street, Suite 23  
West Springfield, MA 01089

With a copy to:

Town of West Springfield  
Attn: Town Attorney  
26 Central Street, Suite 32  
West Springfield, MA 01089

or to such other address or addresses as may from time to time be designated by any party by written notice to the others, as prescribed under this Article IV.

- V. RIGHT OF ACCESS; MANAGEMENT; INSPECTION:** This CR includes the grant of the right to Grantees, its successors and assigns, to enter upon and permit the public to enter upon and to use the Premises for the activities set forth in Article III.A above.

Grantees shall have the right but not the obligation to erect signs on the Premises in conjunction with public access to and use of the Premises, in posting the boundaries of the Premises, and in posting notice and use of the Premises at any public access point to the Premises. Grantees shall coordinate their activities in designing and erecting signs with any similar activities of the Grantor to avoid duplication and unnecessary signs on the Premises.

This CR also includes the grant of the right to Grantees, their successor and assigns to enter upon the Premises in a reasonable manner, including by motor vehicle, and at reasonable times, with prior notice, for the purpose of inspecting the Premises to determine compliance with the terms of this CR. A representative of the Town may accompany the Grantees during such inspections. In the event either of the Grantees discovers or otherwise determines that a violation has occurred or is occurring, Grantees may pursue their remedies as described in Article VI below.

- VI. REMEDIES; NON-WAIVER:** The rights hereby granted shall, notwithstanding any provision herein to the contrary, include the right and power of Grantees to enforce this CR by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including but not limited to relief requiring restoration of the Premises to its condition prior to the time of the violation or damage complained of, it being agreed that the Grantees will have no adequate remedy at law, and shall be in addition to and not in limitation of any other rights and remedies available to the Grantees by law.

This CR shall be enforced by DCR, MassAudubon or both Grantees in their sole discretion. Nothing herein shall impose upon the Grantees any affirmative obligation or liability relating to the condition of the Premises. Failure by the Grantees to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such provision, condition or right.

In the event that either of the Grantees discovers a violation during an inspection as set forth in Article V above, or otherwise determines that a violation has occurred or is occurring, either or both the Grantees shall notify Grantor in writing describing the details of the violation(s) and request Grantor to remedy such violation; provided however, this notice requirement shall not apply in any case where there is imminent risk of irreparable harm to the Premises.

If Grantor fails to cure the violation within thirty (30) days after receipt of such notice thereof from Grantees, then either or both the Grantees may request that the Grantor meet in an effort to resolve the alleged violation. If the Grantor refuses or otherwise fails to meet within thirty (30) days after the a request by either or both Grantees to meet, or if, despite the good faith efforts of the parties, the Grantor and the Grantee or Grantees fail to resolve a dispute regarding the alleged violation at such meeting, then either or both the Grantees may pursue their remedies as described in this Article VI.

Grantor covenants and agrees that in the event that Grantor fails to meet to resolve violations and/or fails to take reasonable and prudent measures to address the alleged violations, Grantor shall within a reasonable time reimburse Grantees for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Grantees in enforcing this CR or in in taking reasonable measures to remedy or abate any violation thereof.

In the event any third party other than Grantor or Grantor's employees, agents, contractors, tenants, subtenants, licensees or permittees, damages the Premises or otherwise causes a violation of this CR, then the Grantees shall, on a case-by-case basis, reasonably cooperate with Grantor in any action by the Town to hold such third party responsible for such damages and violations; provided however, in no event shall such cooperation require Grantees to incur any costs or expenses, including but not limited to attorneys' fees, to expend any resources or to take, join or participate in any legal or enforcement action or legal proceedings of any kind, nor waive, bar or otherwise affect the Grantees' right and power to enforce this CR.

**VII. TOWN PLAN:** The Grantor shall prepare a conservation management plan in conjunction with this CR pursuant to this Article VII, subject to Grantees' approval in writing ("Town Plan"). The Town Plan shall set forth Grantor's short-term and long-term management goals for the Premises and include specific actions that Grantor may take to achieve those goals. The intent of the Town Plan is to guide the ongoing stewardship of the Premises in a way that is consistent with the purposes, conservation values, and terms identified in the CR. Grantor is not obligated to carry out any or all actions proposed in the Town Plan. In the absence of a Town Plan approved in writing by Grantor and both Grantees that expressly permits a specific improvement to the Premises, the construction, installation or making of any improvements to the Premises shall be subject to both Grantees' prior approval pursuant to Article IV above.

A. Preparation and Initial Submission of Town Plan: The Grantor shall prepare a Town Plan for the Premises whose primary purpose shall be to ensure that land management

activities are consistent with the terms and purposes of this Conservation Restriction. The Town Plan shall be prepared in accordance with the template attached hereto in Exhibit D. Grantor shall prepare and deliver the first draft of the Town Plan to Grantees within six (6) months from the date of recording of this CR.

- B. Review by Grantees: Upon receipt of said draft Town Plan, each of the Grantees shall have sixty (60) days to review and provide Grantor with feedback and comments on the draft Town Plan. The purpose of said review is to ensure that the Town Plan is consistent with the terms of this CR, and to allow for Grantees to provide suggestions to Grantor on resource protection and land management activities. Grantees' approval of said draft Town Plan shall not be unreasonably withheld, delayed or conditioned, provided the following conditions are met:
1. The Town Plan is prepared following the template attached hereto in Exhibit D;
  2. The activities described in the Town Plan further the purposes of the CR and are consistent with the Permitted Activities described in Article III of this CR; and
  3. Proposed activities are described in enough detail to provide a clear understanding of the scope and location of such activities and how they may impact the Premises and conservation values.

If these conditions are not met, Grantees may request revisions to the draft Town Plan, and will specify what additional information may be needed.

- C. Collaboration: For the purposes of reviewing or revising the Town Plan and periodic consultations regarding progress made and/or challenges associated with achieving the goals or objectives identified in the Town Plan, the Grantor and Grantees shall be represented by the persons designated in Article IV, or such designees provided by notice pursuant to Article IV.
- D. Town Plan Effective Time Period: Once mutually agreed upon by Grantor and Grantees, the Town Plan shall be adopted by both parties and shall be effective for a period of five (5) years (the "Effective Period"), unless a shorter timeframe is desired and mutually agreed to by both parties and shall be reviewed, revised if necessary, and adopted by agreement of the Grantor and Grantees at subsequent 5-year intervals. Said Effective Period may be shortened or extended by written mutual agreement of both parties but in no event shall the Effective Period be longer than 10 years. No fewer than sixty (60) days prior to the expiration of the Effective Period, the Grantor shall submit a new or revised Town Plan to the Grantees. Any requested revisions shall be developed by Grantor and subject to the terms for review set forth in paragraph B above. If a renewed or revised Town Plan is not submitted or agreed to prior to the expiration of the Effective Period, the last approved Town Plan shall

govern management activities and improvements at the Premises until the Grantor and both Grantees agree upon a new Town Plan.

- E. Town Plan Amendments: The Grantor may submit a request to the Grantees to amend the Town Plan at any time during the Effective Period. Any requested amendments to the Town Plan shall be subject to the terms for review set forth in paragraph B above.
- F. Recordkeeping: The effective Town Plan shall be kept on file in the offices of the Grantor and Grantees.
- G. Implementation: Any management actions by Grantor as permitted under the Town Plan, and any revisions or alteration made to the Town Plan as agreed by Grantor and Grantees, shall further the purposes of the CR, particularly native biodiversity conservation and preservation, water supply protection, improvement of native fish and wildlife habitat, and assurance of safe public access to the Premises without discrimination based on race, color, age, sex, religion, physical ability, nationality or place of domicile. Such management actions shall be designed to minimize negative impacts on or alterations to the conservation values and natural conditions on the Premises under then-current understandings of ecology and conservation biology, and will take into consideration both the Premises and the surrounding landscape as appropriate.
- H. Conflict. Nothing in the Town Plan or revisions or amendments thereto shall modify this CR or be interpreted to alter the meaning or terms of this CR, and in the case of any conflict between this CR and the Town Plan, as either may be amended, the CR shall govern.

**VIII. ACTS BEYOND THE GRANTOR'S CONTROL:** Nothing contained in this CR shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

**IX. COSTS AND TAXES; LIABILITY:** Grantor agrees to pay and discharge when and if due any and all real property taxes and other assessments levied by all competent authorities on the Premises.

**X. EXTINGUISHMENT; EMINENT DOMAIN:**

- A. Procedure for Extinguishment: If circumstances arise in the future that render the purposes of this CR impossible to accomplish, this CR can only be terminated or

extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official.

- B. Right to Recover Proceeds: If any change in conditions, including a taking by a public authority (other than the Commonwealth) under power of eminent domain gives rise to extinguishment or other release of this CR, in whole or in part, Grantees shall be entitled to their proportionate share of any proceeds equal to the proportionate value of the CR, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. The Grantor and Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from extinguishment, provided that, if the public authority is the Commonwealth, the Grantor and Grantees shall pursue their remedies separately.
- C. Division of Proceeds: The grant of this CR gives rise to a real property right, immediately vested in the Grantees. The CR shall have a fair market value equal to the proportionate value that this CR bears, at the time of the grant, to the fair market value of the Premises as if unrestricted. The proportionate value of the Grantees' property rights, combined, is 37%.<sup>1</sup> Such proportionate value shall remain constant. Therefore, the Grantees shall receive a total of 37% of any proceeds or damage award resulting from any such extinguishment or termination, which percentage shall apply to the appraised fair market value of the Premises at the time of extinguishment. Upon an extinguishment caused by a taking by eminent domain, the Grantor shall be entitled to receive 100% of any damage award exceeding the appraised fair market value of the Premises as may be negotiated or otherwise pursued by the Town.
- D. Payment to Grantor if CR Unaffected. If the conservation interests protected hereby are unaffected by the taking, and the only interest taken by public authority is the Grantor's interest, and recovered proceeds are awarded based on the value of the Premises as restricted by this CR, then the proceeds from such taking shall be payable in their entirety to Grantor.

**XI. BINDING EFFECT; ASSIGNMENT:** This CR and all terms and provisions hereof shall be deemed to run with the land in perpetuity and be binding upon the Grantor, and the successors and assigns of both the Grantor and Grantees. The benefits of this CR are not appurtenant to any particular parcel of land, shall be in gross for the benefit of Grantees and assignable or transferable; provided such assignment or transfer is limited only to a government entity or to a charitable non-profit corporation or trust pursuant to G.L. c. 184, § 32 whose predominant mission is permanent conservation of natural resources, is consistent with Article 97 and to the extent applicable, is consistent with Section 170h(1) of the U.S. Internal Revenue Code of 1986, as amended, and provided further that such entity has among its purposes the conservation and preservation of land

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<sup>1</sup> The fair market value of the Premises at the time of the grant is \$2,725,000; the Grantees purchased the CR on the Premises for consideration of \$1,000,000, which is 37% of \$2,725,000.

and water and agrees to and is capable of enforcing this CR. Any such assignee or transferee shall have the like power of assignment or transfer.

**XII. SUBSEQUENT TRANSFERS:** The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including without limitation, a leasehold interest, and to notify the Grantees not less than thirty (30) days prior to the date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

**XIII. AMENDMENT:** If any circumstances arise under which an amendment to or modification of this CR would be appropriate, Grantor and Grantee may jointly amend this CR; provided any such amendment shall be executed by both Grantor and Grantee and recorded at the applicable registry of deeds. No amendment shall be allowed that will affect the qualification of this CR under any applicable laws, including G.L. Chapter 184, Sections 31 - 33. Any amendments to this CR shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. Any amendment shall be consistent with the purposes of this CR, shall not affect its perpetual duration, shall be approved by the Massachusetts Secretary of Energy and Environmental Affairs, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements.

**XIV. GENERAL PROVISIONS**

- A. The interpretation and performance of this CR shall be governed by the laws of the Commonwealth of Massachusetts.
- B. If any provision of this CR shall be held to be unenforceable by any court of competent jurisdiction, the CR shall be construed as though such provision had not been included in it. If any section or provision of the CR shall be susceptible of two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this instrument is ambiguous, it shall be interpreted in accordance with the policies and provisions expressed in Article 97, G.L. Chapter 184, Sections 31 - 33 and G.L. Chapter 132A.
- C. Any general rule of construction to the contrary notwithstanding, this CR shall be liberally construed in favor of the grant to effectuate the purposes of this CR and the policy and purposes of Article 97, G.L. c. 132A and G.L. c. 184, sections 31, 32 and 33. If any provision of the CR shall be susceptible of two constructions, one of which would render such provision invalid, then such provision shall be given the construction that would render it valid. If any provision in this instrument is found to

be ambiguous, any interpretation consistent with the purpose of this CR that would render the provision valid shall be favored over any interpretation that would render it invalid. The captions in this CR are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope of this CR or any part hereof. The terms of this CR shall be considered the workmanship of all parties and shall not be construed against the drafting party. Nothing in this CR shall be deemed or construed to create any legal partnership, relationship of principal and agent, joint venture, or association among any of the parties to this CR. No provision of this CR shall waive, bar, diminish or in any way affect any limitations on liability afforded a body politic of the Commonwealth of Massachusetts.

- D. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- E. This Conservation Restriction shall be effective when it has been executed, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded at the Hampden County Registry of Deeds.
- F. This instrument sets forth the entire CR and understandings and agreements of the parties with respect to this CR and supersedes all prior discussions, negotiations, understandings or agreements relating to the CR, all of which are merged herein.

**XV. MISCELLANEOUS:**

- A. No Excise Tax Stamps. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as the Commonwealth and the Town of West Springfield are parties to this instrument.
- B. Title Matters. This CR is conveyed subject to matters of record at the Hampden District Registry of Deeds.
- C. Signature Pages:

Mayor of the City of West Springfield  
Town Council of the City of West Springfield  
City Council of the City of Holyoke  
Mayor of the City of Holyoke  
Massachusetts Audubon Society, Inc.  
Secretary of Energy and Environmental Affairs

D. Exhibits: Attached hereto and incorporated herein by reference are the following exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Survey Plan of Premises

Exhibit C: Plan Showing Public Water Supply Facilities Area and  
Building Envelope

Exhibit D: Town Plan Template

E. Title Reference. For Grantor's title to the property, see \_\_\_\_\_ recorded at the Registry in \_\_\_\_\_.

*[Exhibits and Signature Pages to be finalized with recorded document, pending results of surveys and title examinations]*

AN ACT AUTHORIZING THE CONVEYANCE OF EASEMENTS AND CONSERVATION RESTRICTIONS TO WATERSHED LANDS OF THE CITY KNOWN AS THE TOWN OF WEST SPRINGFIELD

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any special or general law to the contrary, the town of West Springfield may grant to the department of conservation and recreation and to the Massachusetts Audubon Society, Inc. easements and restrictions through a conservation restriction under sections 31 and 32 of chapter 184 of the general laws in and to all or portions of certain parcels of land owned by the town of West Springfield identified in section 2 below. Such conservation restriction may be jointly granted to and held by the department and the Massachusetts Audubon Society, Inc. The grant shall be for conservation and recreational purposes including the preservation and protection of water resources, wildlife and native habitats, sustainable forest management, and passive recreational uses. The property identified in section 2 was acquired for and used previously by the town of West Springfield for watershed and water supply protection purposes.

SECTION 2. The parcels are identified as follows:

All the lands, including lands under water, located at the Bear Hole reservoir and Paucatuck brook in the town of West Springfield and city of Holyoke identified by the town of West Springfield assessor as map 3, block 1, lot 1, map 3, block 2, lot 1, map 11, block 1, lots 1 and 2, map 18 block 1, lot 1, map 19, block 1, lots 6 and 7, map 25, block 1, lot 1, map 26, block 1, lot 1, map 26, block 2, lot 1, map 27, block 1, lot 1, map 27 block 3, lots 1 and 2, map 27, block 4, lot 1, map 34, block 1, lot 1, map 36, block 1, lots 5, 6 and 10, map 44, block 1, lot 1, map 45, block 1, lots 1, 2, 3, 4 and 5, map 53, block 1, lot 1 and map 61, block 1, lots 1 and 2 and identified by the city of Holyoke assessor as map 177, lots 2, 4, 5, 6, 7, 8 and 9, respectively, meaning to include without limitation the lands and water located within the Bear Hole reservoir and Paucatuck brook watershed areas, however such land may be described.

SECTION 3. This act shall take effect upon its passage.