

Grantor: City of Westfield
For title see Hampden County Registry of Deeds,
Book 25367 Page 361

**GRANT OF
CONSERVATION EASEMENT and CONSERVATION RESTRICTION TO
THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME**

The City of Westfield, a Massachusetts municipal corporation, (hereinafter the “Owner” or “the Owner”), acting through its Conservation Commission, pursuant to the provisions of M.G.L. c. 184, ss. 31-33, for consideration of one dollar hereby grants with QUITCLAIM COVENANTS in PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, to the Commonwealth of Massachusetts acting through its Department of Fish and Game and its Division of Fisheries and Wildlife having a primary address of 251 Causeway Street, Suite 400, Boston, MA 02114 and maintaining a field headquarters of 1 Rabbit Hill Road, Westborough, MA 01581 (hereinafter the “Commonwealth” or “the Commonwealth”), the following conservation easement and conservation restriction (hereinafter the “Conservation Restriction” or “the Conservation Restriction) on the land known as “Tekoa Narrows Conservation Area” located at Russell Road in the City of Westfield, Hampden County, Massachusetts described in Exhibit A and shown on the attached reduced copy of a survey plan in Exhibit B attached hereto and incorporated herein by this reference (hereinafter the “Premises” or “the Premises”) protected hereunder for public access, outdoor recreation and education, and conservation purposes as set forth herein, being consistent with the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Division of Conservation Services’ Local Acquisitions for Natural Diversity (LAND) grant program, through which project funding was awarded to the Owner.

Owner hereby covenants for itself and its successors and assigns that the Premises will at all times be held, used, and conveyed subject to and in full compliance with the terms and provisions of (1) this Conservation Restriction and (2) the provisions of M.G.L. c. 184, §§ 31-33, and including for the purposes above-stated all such rights, easements, privileges, and appurtenances of every name and nature as may be necessary to give full force, virtue, and effect in perpetuity to the restrictions on the use of said Premises.

The terms and provisions of the Conservation Restriction herein granted are as follows:

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition for fish and wildlife conservation, native habitat protection, management for biodiversity protection, associated public outdoor recreation, including hunting, fishing and trapping, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, to prevent any use of the Premises that will impair or interfere with the Conservation Values (as defined below) thereof, and to allow public access for the enjoyment of the wildlife and open space resources of the Premises as specifically provided for herein.

The Conservation Values protected by this Conservation Restriction include the following:

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of the Westfield River Corridor and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises directly abuts land already conserved, including the Commonwealth’s “Westfield River Access” managed by its Department of Fish and Game, which in turn abuts, across the river, privately owned land protected under the Commonwealth’s Agricultural Preservation Restriction (APR) program. The Premises is also proximate to other large blocks of other municipal- and Commonwealth-owned protected lands to the north, extending contiguously into the Towns of Russell and Montgomery.
- **Fish and Wildlife Conservation.** The Premises include habitat for native fish and wildlife species, including habitat for species identified by the Division of Fisheries and Wildlife in the State Wildlife Action Plan (SWAP) as Species of Greatest Conservation Need (SGCN), the protection of which aligns with objectives of the Commonwealth and the

SWAP. These objectives include protecting the state's wide range of native biological diversity and a particular focus on regionally declining species beyond those officially listed as Endangered, Threatened, or of Special Concern in Massachusetts. SWAP resources within the Premises include: Riparian Forest, with the subject being within one of the Commonwealth's mapped "Key Sites," the "most important and highest priority areas necessary for conservation of Key Site resources" (SWAP p. 354).

- Massachusetts Endangered Species Act Listed Species. The Premises includes areas designated by the Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as "Priority Habitats of Rare and Endangered Species", the protection of which aligns with NHESP's wildlife and habitat protection objectives. These objectives include protecting the state's wide range of native biological diversity and a particular focus on species officially listed as Endangered, Threatened, or of Special Concern in Massachusetts. Program designations within the Premises include: documented habitat of 1 Special Concern Mussel species in the vicinity of the subject property.
- Public Access. Public access to the Premises will be allowed, including hiking, wildlife viewing, fishing, trapping, and hunting. Hunting access is particularly important considering the location within Hampden County, where public access has become increasingly restricted as properties are purchased for development and other uses. Hunting is also important in this region because town bylaws and posted property make deer, bear, and other species' population management difficult. Overabundance of Whitetail deer and other species can have deleterious effects on forest health and natural communities. Keeping properties open to public hunting helps regulate deer and other wildlife species' populations to the benefit of the overall health of the forest and other natural communities.
- Biodiversity. The Premises includes areas designated as Core Habitat and Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap was first implemented in 2001 and is periodically updated. It is designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection

and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.

- Habitat Connectivity and Ecosystem Integrity. The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as abutting “Freshwater Wetland and Aquatic.” CAPS measures the ecosystem integrity of land and can be used to demonstrate the natural resource value of land as having outstanding unfragmented habitat value.
- Wetlands. The swamp wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Rivers/Streams. The Westfield River runs adjacent to the Premises and is a stocked trout stream which provides valuable habitat for a diverse array of aquatic wildlife species as well as provide the many other public benefits of river and stream protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including average Landscape Diversity and slightly below average Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Owner will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, above- or below-ground storage tank, or dam;
2. Extractive Acts/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing, or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, tires, petroleum products, herbicides, insecticides or any other chemicals, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Chemical Application. Applying pesticides, herbicides, insecticides, fungicides, or other chemicals;
5. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
6. Adverse Impacts to Water, Soil, and Other Features. Acts and uses detrimental to drainage, flood control, water conservation, water quality, erosion control, soil

conservation, natural habitat, fish and wildlife habitat, archaeological conservation, or ecosystem function;

7. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by the Commonwealth and Owner;
8. Introduction of Non-Native Species. Introducing, establishing, expanding, or enhancing of plant, animal, insect, or other species not native to the Commonwealth of Massachusetts, whether by planting, releasing, cultivation, maintenance, or other act or use;
9. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
10. Incompatible Outdoor Recreation. Non-motorized outdoor recreational activities that are incompatible with the Purposes or Conservation Values, such as mountain biking, horseback riding, rock climbing, camping, cooking, campfires, target practice, or mineral collecting;
11. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Commonwealth's and Owner's intention to maintain the entire Premises under unified ownership;

12. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
13. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
14. Artifacts. Collecting of artifacts and the granting of permission for artifact collecting, either from the surface or the subsurface of the Premises, including for archaeological investigations;
15. Residential, Commercial, or Industrial Uses. Using the Premises for residential, commercial, or industrial purposes;
16. Inconsistent Acts or Uses. Any acts or uses that are inconsistent with the Purposes or that would impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Section II.A, the Owner may conduct or permit the following acts and uses on the Premises, provided they are consistent with the Purposes and do not impair the Conservation Values. Any act or use not permitted herein is prohibited without prior written notice to and approval by the Commonwealth.

1. Habitat Management. Cultivating and harvesting of forest products and conducting other habitat management activities intended to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation in accordance with the notification and approval requirements and management standards for biodiversity, management planning, and forest cutting practices, all as described in the attached Exhibit C.

2. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect, or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Documentation Report (Section XIII);
3. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. With prior written approval of the Commonwealth and with the submission of a Non-Native Species Control Plan or a Forest Management Plan, the application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises by a licensed applicator in strict compliance with all applicable federal and state laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Agricultural Resources;
4. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Owner and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Commonwealth. A copy of the results of any such investigation on the Premises shall be provided to the Commonwealth;
5. Woods Roads. Maintaining and constructing woods roads as detailed below, with prior written approval of the Commonwealth, and in accordance with Massachusetts Forestry Best Management Practices referenced in the attached Exhibit C:
 - a. Existing Woods Roads. Conducting routine maintenance of woods roads existing on the Effective Date (Section X) of the Conservation Restriction, which may include routine maintenance of bridges, culverts, fences, gates, and

stone walls existing on the Effective Date (Section X) of this Conservation Restriction, and the construction of gates and installation of stone barriers thereon, and the periodic use of motorized vehicles, if and as necessary only for said maintenance and construction.

- b. New Woods Roads. Constructing new woods roads or relocating existing roads and stone barriers.
- c. Woods Road Features. Constructing or relocating bridges, culverts, fences, gates, and stone walls, or other such features, together with the use of motorized equipment to construct such features;

6. Trails. Maintaining and constructing trails as follows:

- a. Existing Trails. Conducting routine maintenance on trails existing on the Effective Date (Section X) of the Conservation Restriction, which may include widening trail corridors up to 8 feet in width, with a treadway up to 4 feet in width, and with prior written approval of the Commonwealth, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features;
- b. New Trails. With prior written approval of the Commonwealth of a Trails Plan, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above. Any Trails Plan shall be consistent with then-current provisions of the Massachusetts Department of Conservation and Recreation's Trails Guidelines and Best Practices Manual (or successor publication). In reviewing any Trails Plan, the Commonwealth shall consider (a) protection of natural resources, (b) planned density of the trail system, and (c) corresponding opportunities for off-trail enjoyment of the Premises and shall generally favor less developed rather than highly developed trail attributes;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation

Values, public access, identity and address of the Owner, the Commonwealth's interest in the Premises, boundary and trail markings, and any gift, grant, or other applicable source of support for the conservation of the Premises. The size, wording, and location of such signs shall be approved in writing by the Commonwealth. "No Trespass" signs or signs limiting or prohibiting public access may not be used, installed, or maintained on the Premises without prior written approval of the Commonwealth. Any signs that are not in compliance with this Section II.B.7 may be removed at any time by the Commonwealth;

8. Compatible Outdoor Recreational and Educational Activities. Fishing, hunting, trapping, hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, and outdoor educational activities.
9. Parking. Maintaining and, with prior written approval of the Commonwealth, constructing one or more parking areas for the purpose of enhancing outdoor passive recreational, educational activities, and public use of the Premises;
10. Motorized Vehicles. Using motorized vehicles by (a) Owner or Owner's invitees with mobility impairments, (b) non-recreational activities expressly authorized above, or (c) as directed by the Commonwealth to remedy non-compliance with this Conservation Restriction.

C. Site Restoration

Upon completion of any Permitted Act or Use, any disturbed areas shall be restored substantially to the conditions that existed prior to said acts or uses, including with respect to soil material, grade, and vegetated ground cover, as approved in writing by the Commonwealth.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Act or Use under Section II.B shall be in compliance with all applicable federal, state, and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion in Section II.B of any Permitted Act or Use requiring a permit, license, or other approval from a public agency does not imply that the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying the Commonwealth. Whenever notice to or approval by the Commonwealth is required, the Owner shall notify or request approval from the Commonwealth, by a method requiring proof of receipt, in writing not less than thirty (30) days prior to the date the Owner intends to undertake the act or use in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable, and any other material aspect of the proposed act or use;
 - b. Describe how the proposed act or use complies with the terms and conditions of this Conservation Restriction, and will not impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed act or use, and describe the status of any such permits, licenses, or approvals;
 - d. Describe any other material aspect of the proposed act or use in sufficient detail to permit the Commonwealth to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Commonwealth Review. Where the Commonwealth's approval is required, the Commonwealth shall respond in writing within thirty (30) days of receipt of the Owner's request, such response may include granting or withholding approval, denial of the request, or requesting additional information. Notwithstanding the foregoing, the Commonwealth's failure to respond within thirty (30) days of receipt shall not

constitute approval or denial of the request. The Commonwealth's approval shall only be granted upon showing that the proposed act or use will minimize impacts to the Conservation Values and will not impair the Purposes and/or Conservation Values. The Commonwealth may require the Owner to secure expert review and evaluation of a proposed act or use by a mutually agreed upon third party.

III. COMMONWEALTH AND PUBLIC ACCESS

1. Owner hereby grants to the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, the right to enter and traverse the Premises, and at the Commonwealth's sole expense, to take actions to preserve, conserve, study, manage, and promote the natural habitat of wildlife, fish, plants, and other native species and natural communities, including those listed under the Massachusetts Endangered Species Act (MESA). Said management actions are to be conducted only with the prior written consent of Owner, such consent not to be unreasonably withheld.

2. The Owner also grants to the Commonwealth the right to permit the general public to enter upon and traverse the Premises for outdoor recreational activities, including hunting, fishing, trapping, hiking, wildlife observation, and similar uses in compliance with all applicable federal and state laws, rules, regulations, and permits without restriction by Owner, provided that such activities (a) do not involve the use of motorized vehicles (except as may be required by law or specifically allowed herein), (b) are not detrimental to or in violation of the terms or Purposes of this Conservation Restriction, and (c) do not unreasonably interfere with the Permitted Acts and Uses (Section II.B). Points of entry for public access, including for motor vehicle parking shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with the Owner. The Director may determine the terms and conditions of public access, which may take the form of regulation. Owner may petition the Director to modify public access to the Premises for good cause consistent with the Purposes of the Conservation Restriction.

3. The Owner further grants to the Commonwealth the right to erect signs on the Premises in accordance with the signage restrictions set forth in Section II.B (Permitted Acts and Uses).

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Owner grants to the Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot or by motorized vehicle, to inspect the Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy, or abate any violations thereof.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Commonwealth will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Commonwealth for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Commonwealth determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Commonwealth shall, before exercising any such rights, notify the Owner in writing of the violation. The Owner shall immediately cease the violation upon receipt of the written notice and shall have thirty (30) days from receipt of the

written notice to remedy any damage resulting from the violation, after which time the Commonwealth may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Owner immediately ceases the violation and the Commonwealth determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Commonwealth may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Owner covenants and agrees to reimburse to the Commonwealth all reasonable costs and expenses (including counsel fees) incurred by the Commonwealth in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Owner shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of the Commonwealth. Any election by the Commonwealth as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Commonwealth does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with hazardous materials, zoning, environmental, and other laws and regulations, or resulting from acts not caused by the Commonwealth or its agents.

E. Acts Beyond the Owner's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Commonwealth to bring any actions against the Owner for any injury to or change in the Premises resulting from natural causes beyond the Owner's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Owner 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 Owner and the Commonwealth will cooperate in the restoration of the Premises, if desirable and feasible.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth, any other approvals as may be required by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, and in compliance with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, as applicable.

B. Owner's and the Commonwealth's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then the Commonwealth, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section V.C (Commonwealth's Receipt of Property Right), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Commonwealth shall use its share of any proceeds in a manner consistent with the Purposes and the protection of the Conservation Values.

C. Commonwealth's Receipt of Property Right

Owner and the Commonwealth agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Commonwealth, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Commonwealth's property right as of the Effective Date (Section X) was determined to be 50 %. Such proportionate value of the Commonwealth's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner and the Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Owner and the Commonwealth in accordance with Section V.B (Owner's and Commonwealth's Right to Recover Proceeds) and Section V.C (Commonwealth's Receipt of Property Right). If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Commonwealth shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Owner and the successors and assigns of the Owner holding any interest in the Premises.

B. Execution of Instruments

The Commonwealth is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Owner, on behalf of itself and its successors and assigns, appoints the Commonwealth its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Commonwealth and any assignment shall be subject to and comply with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts.

VII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Owner 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 a leasehold interest and to notify the Commonwealth not less than sixty (60) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Owner fails to 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, then the Commonwealth may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Owner's expense, a notice of this Conservation Restriction. Any transfer will comply with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Owner's Liability

The Owner shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Owner, the Commonwealth shall, within sixty (60) days execute and deliver to the Owner any document, including an estoppel certificate, which certifies the Owner's compliance or non-compliance with any obligation of the Owner contained in this Conservation Restriction.

IX. AMENDMENT

A. Limitations on Amendment

Owner and the Commonwealth may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of the Commonwealth as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or

5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Commonwealth, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Section V (Termination/Release/Extinguishment); or
7. cause the provisions of this Section IX (Amendment) to be less restrictive; or
8. cause the provisions described in Section VI.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by the Commonwealth and Owner and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Owner and the Commonwealth have executed it, any administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XI. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

OWNER: City of Westfield c/o Conservation Commission
 59 Court St.,
 Westfield, MA 01085

COMMONWEALTH: Chief of Wildlife Lands
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581-9990

Copy to: District Manager, Connecticut Valley Wildlife District Office
Division of Fisheries and Wildlife
341 East St.
Belchertown, MA 01007

or to such other address or by such other delivery means as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Owner and the Commonwealth with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIII. BASELINE DOCUMENTATION REPORT

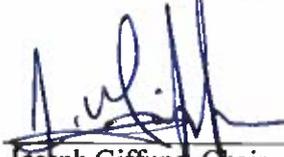
The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by the Commonwealth with the cooperation of the Owner, consisting of maps, photographs, and other documents and on file with the Commonwealth and referenced herein. The Baseline Report (a) is acknowledged by Owner and the Commonwealth to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (b) is intended to fully comply with applicable Treasury Regulations, (c) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (d) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

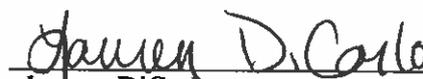
Signature pages follow.

APPROVAL AND GRANT BY WESTFIELD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the City of Westfield, Hampden County, Massachusetts, hereby certify that the foregoing Conservation Restriction is approved and granted pursuant to G. L. Chapter 40, Section 8C and G. L. Chapter 184, Section 32, at a meeting duly held on April 9, 2024.

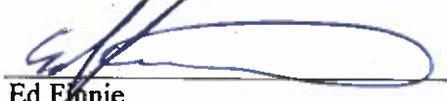
WITNESS our hands and seals this 23RD day of APRIL, 2024.


Joseph Giffune, Chair


Lauren DiCarlo


David A. Doe


Carl W. Grobe


Ed Finnie


Robert Florek


Jim Prystowski

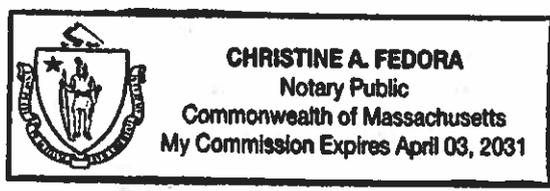
COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss:

On this 23 day of APRIL, 2024, before me, the undersigned notary public, personally appeared JOSEPH GIFFUNE, LAUREN D. CARLO, DAVID A. DOE, CARL W. GROBE, ED FINNIE, ROBERT FLOREK, JIM PRYSTOWSKI

_____ and proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE DRIVERS LIC. to be the person(s) whose name is signed on the proceeding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 4-3-31



APPROVAL BY WESTFIELD CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Westfield, Hampden County, Massachusetts, hereby certify that the foregoing Conservation Restriction is approved and granted pursuant to G. L. Chapter 40, Section 8C and G. L. Chapter 184, Section 32, at a meeting duly held on MAY 2, 2024.

WITNESS our hands and seals this 2nd day of May, 2024.

[Signature]
John Bertrandi III, President

[Signature]
James Adams

[Signature]
Dan Allie

[Signature]
Brent Bean II

[Signature]
Michael Burns

[Signature]
Karen Fanion

[Signature]
Ralph Figy

[Signature]
Cindy Harris

[Signature]
Bridget Matthews-Kane

[Signature]
Kristen Mello

[Signature]
Nicholas Morganelli, Jr.

[Signature]
William Onyski

[Signature]
Richard Sullivan, Jr.

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss:

On this 2nd day of May, 2024, before me, the undersigned notary public, personally appeared John Bertrandi III, Dan Allie, Michael Burns, Ralph Figy, Bridget Matthews-Kane, Nicholas Morganelli, Jr., James Adams, Karen Fanion, Cindy Harris, Kristen Mello, William Onyski, and proved to me through satisfactory evidence of identification which was Personal knowledge to be the person(s) whose name is signed on the proceeding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose.



LISA M. PADILLA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 1, 2027

[Signature]
Notary Public Lisa M. Padilla
My Commission Expires: 6-1-27

ACCEPTANCE OF GRANT OF CONSERVATION RESTRICTION

The Department of Fish and Game of the Commonwealth of Massachusetts hereby accepts the above Conservation Restriction this 9th day of May, 2024 .

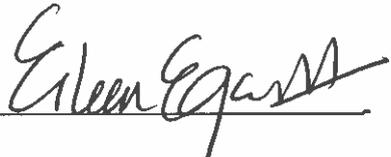
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: 
Thomas O'Shea, Commissioner
251 Causeway Street Suite 400
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss May 9, 2024

On this day before me, the undersigned Notary Public, personally appeared the above-named Thomas O'Shea, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name is signed above, and acknowledged to me that he signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Notary Public: 

SEAL

Print Name:  **EILEEN E. GARCIA-SMITH**
Notary Public
Commonwealth of Massachusetts
My Commission Expires April 27, 2029

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of the “Open Space” parcel of land located in the City of Westfield, Hampden County, Commonwealth of Massachusetts, containing a total of 13.99+/- acres, shown as said “Open Space” on a plan of land entitled “Plan of Land in Westfield Massachusetts Surveyed and Mapped for City of Westfield”, dated February 14, 2024, prepared by Marc. E. Shute, P.L.S./R Levesque Associates, 40 School Street, Westfield, Massachusetts, said plan recorded at the Hampden County Registry of Deeds in Plan Book 399 Page 120, a reduced copy of which is attached hereto as Exhibit B.

Street Address: Russell Road, Westfield, Massachusetts

EXHIBIT B

Reduced Copy of Plan of Premises

For official full-size plan see Hampden County Registry of Deeds Plan Book 399 Page 120

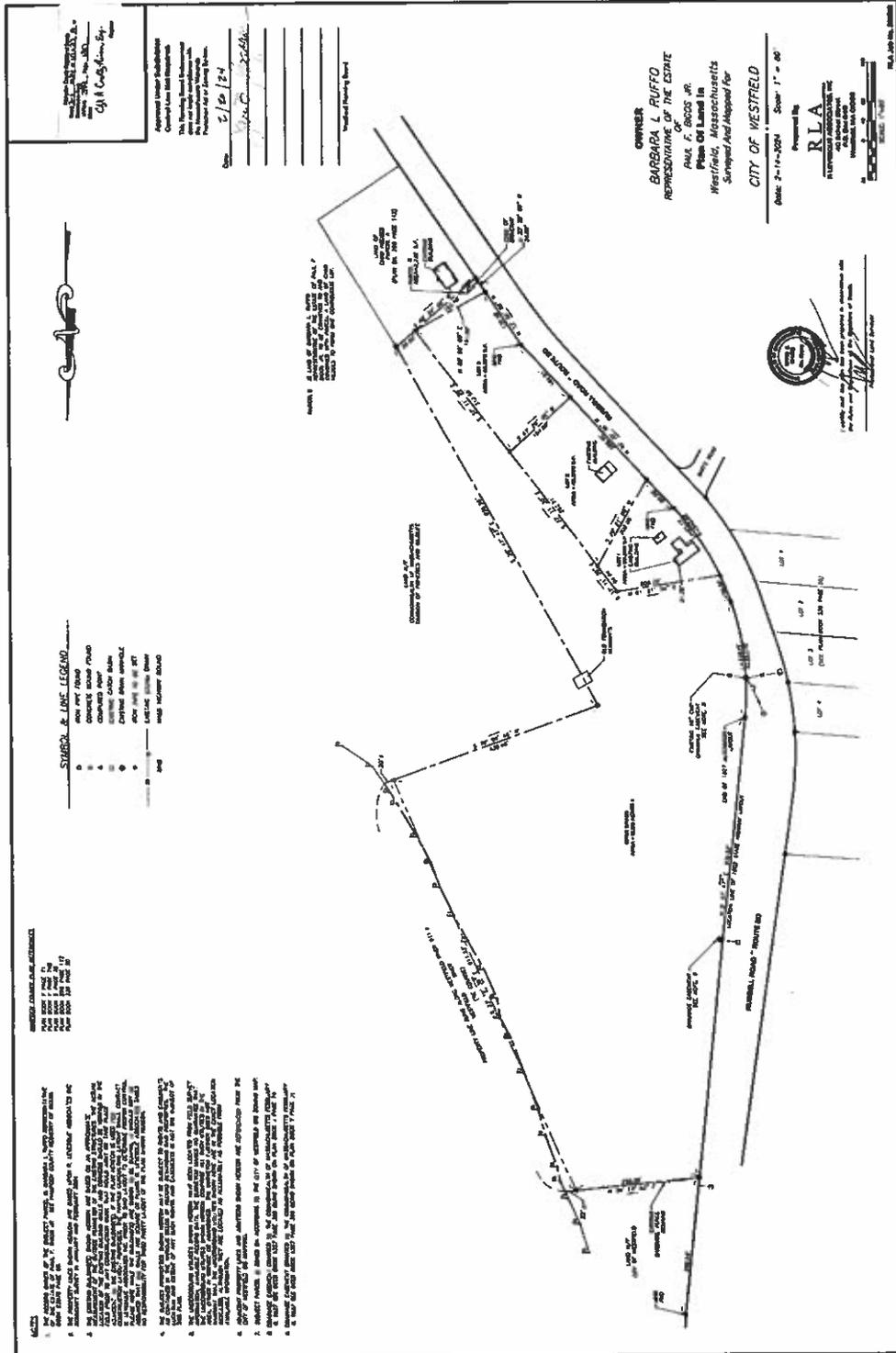


EXHIBIT C

HABITAT MANAGEMENT STANDARDS TO ENHANCE AND MAINTAIN NATIVE BIODIVERSITY ON LAND SUBJECT TO CONSERVATION RESTRICTIONS ADMINISTERED BY THE COMMONWEALTH

GOAL: Enhance and maintain native biological diversity on managed lands.

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, & Kittredge, Second Edition 2013) and subsequent versions if approved by the Commonwealth (the "BMP Manual") to conserve soil and water quality on managed forest lands.
- 2) Apply current and generally accepted scientific principles for native biodiversity conservation as standards other on managed lands, including manuals or guidelines published by the Commonwealth and provided to Owner (collectively, "Habitat Guidelines").

STANDARDS:

This Exhibit describes the management planning, review, approval, and cutting practices standards for the cultivation and harvest of forest products and other habitat management practices (collectively, "Standards") permitted under Section II.B of this Conservation Restriction. Habitat management activities carried out by Owner in compliance with the Standards shall be deemed by the Commonwealth to not impair the purposes of this Conservation Restriction.

All habitat management practices, including forest cultivation and harvest, shall be carried out in accordance with (a) the Standards; (b) a management plan prepared and

approved in accordance with the Standards (“Management Plan”); (c) Massachusetts forest management and habitat conservation statutes and regulations as may be enacted or promulgated from time to time, including but not limited to M.G.L. c. 131 and c. 132; (d) any state or local permits required by state law or regulation, such as a forest cutting plan approved in writing by the Commonwealth and approved in writing or determined to be exempt by the Department of Conservation and Recreation pursuant to the Forest Cutting Practices Act, M.G.L. c. 132 and/or an Order of Conditions issued under the Wetlands Protection Act, M.G.L. c. 131; and (e) all required best management practices and all recommended actions and guidelines in the BMP Manual or Habitat Guidelines.

Unless Owner seeks, and the Commonwealth grants, express written approval to conduct other habitat management activities, Owner shall conduct only those activities consistent with and authorized by the approved Management Plan.

Management Planning Standards

Before any forest cutting or habitat management activities occur on the Premises, Owner shall prepare or cause to be prepared an initial Management Plan or update any existing plan such that the resulting Management Plan covers a period of at least ten (10) years from the initial date of the Conservation Restriction. Said initial and all subsequent Management Plans that include forest cutting shall be prepared or updated by a Massachusetts-licensed forester chosen jointly by Owner and the Commonwealth, which forester shall hold a license to practice forestry under the provisions of 302 CMR 14.00 *et seq.*, as promulgated pursuant to M.G.L. c.132, sections 47 through 50, or as amended. Management Plans that do not include forest cutting shall be prepared or updated by an appropriate professional chosen jointly by the Owner and the Commonwealth.

Owner shall update or cause to be updated said Management Plan at least every ten (10) years thereafter.

A forest management plan prepared in compliance with M.G.L. c. 61, together with such additional information necessary to qualify it as a forest stewardship and green certification plan eligible for cost-sharing reimbursement under the Department of Conservation and Recreation

Forest Stewardship Program, may meet the requirements of the Standards, however, the Management Plan shall contain at a minimum the following elements:

1. Owner, property, and preparer information, including owner names, mailing address, property location, plan preparer name and Massachusetts Forester license number, and plan preparer mailing address.
2. List of lots or parcels, including Assessor Map and Lot numbers, deed book and page numbers, total acres, and acres included in the management plan for each lot or parcel.
3. A book and page reference to the recording of this Conservation Restriction and a summary of the conservation values and purposes contained in this Grant of Conservation Easement and Conservation Restriction.
4. History of land, including dates of acquisition, management, status of boundary marking, and forest management practices conducted over the last 10 years.
5. Stewardship planning information, including a description of natural and cultural features, long term goals (including a description of how these goals will protect and enhance the conservation values and purposes described in this Grant of Conservation Easement and Conservation Restriction), and the ability to accomplish such goals.
6. Property overview, regional significance, and management summary, including a description of landscape setting and eco-regional factors, property and land-use history, bedrock, soil, hydrology, climate and vegetation features, history of disturbance (timber harvesting, agricultural clearing, wildlife habitat creation, damage by natural event, etc.), and an assessment of how management of these lands might impact the local and regional rural economy.
7. Map showing locus of property on a topographic map.
8. Map showing boundaries of forest stands by forest cover type, including wetlands, streams, roads, property boundaries, and cultural features.
9. Unit descriptions for each identified forest stand or other habitat type. Forest stands shall include unit number, cover type, acres, size class or mean stand diameter, basal area/acre, volume/acre, volume growth rate, and site index. The description shall state the field method utilized for volume, volume growth rate, and site index. Other habitat types shall include unit number, habitat type or natural community, and acres.

10. Unit narratives describing each stand including management history, access issues, presence of invasive species, pests or pathogens, soils, slopes, unique natural communities, cultural features, desired future condition, aesthetic quality, protection from fire, and any additional property-specific details related to forest stewardship or habitat management issues. The narrative shall provide the name of the soil type and characteristics including moisture, drainage, and productivity, and shall identify the presence of any highly erodible soils or any slopes greater than 30%. The narrative shall identify and describe unique natural communities that meet the following definition: Areas designated to serve one or more of three purposes: (a) to establish and/or maintain an ecological reference condition; or (b) to create or maintain a representative system of protected areas; or (c) to serve as a set of refugia for species, communities, and community types. The narrative shall describe cultural features such as cellar holes, stone walls, and known Native American cultural features such as camp sites and trails. The narrative description of the desired future condition shall include a management vision of the future landscape within a specified timeframe including a description of the desired habitat condition by identifying, at a minimum, species, age class distribution, and other desired ecological features.
11. Current condition of property boundaries and method and schedule for marking or maintaining boundary marking.
12. Management practices schedule for each unit including unit number, silvicultural treatment or USDA NRCS practice or habitat management practice, acreage of practice, basal area and volume of any forest products to be removed by practice, timing for practice by year, and a narrative description describing the specific objectives of each practice and special considerations such as erosion control, habitat protection, access, cultural feature protection, timing, and timber harvesting methods and equipment (e.g., non-mechanized manual felling, mechanized cut-to-length felling, skidder, forwarder).
13. Monitoring process and schedule, including a description of who will be responsible for completing the monitoring, what they will be monitoring, and the timing and/or frequency of the monitoring. Monitoring results such as regeneration failure, exotic insect infestation, damage from natural events-wind, ice, etc. may necessitate amendments to the management plan.

14. Design, location, and details for the construction or relocation of any proposed improvements referenced in the Allowed Uses of this Conservation Restriction and Conservation Easement.

When Owner begins preparation of the initial and all subsequent Management Plans, Owner shall notify the Commonwealth in writing of such preparation and of the opportunity for the Commonwealth to advise Owner of any habitat management, protection, or enhancement projects that the Commonwealth intends to carry out on the Premises during this 10-year Forest Management Plan pursuant to Section II.B (Permitted Acts and Uses) so that Owner and the Commonwealth can coordinate their respective activities and include the Commonwealth's activities pursuant to Section II.B (Permitted Acts and Uses) as part of the Management Plan, or to suggest certain habitat management activities for Owner's consideration. The Commonwealth agrees to make good faith efforts to advise Owner of such Section II.B activities during Management Plan preparation so that Owner's and the Commonwealth's activities can be coordinated and integrated to the maximum extent feasible.

Immediately upon completion of the initial and all subsequent Management Plans, Owner shall submit a copy thereof to the Commonwealth for review and written approval. The Commonwealth shall within thirty (30) days of submittal review the Management Plan or any revisions or updates thereof for compliance with the purposes of this Conservation Restriction and the Standards described in this Exhibit. Such plan and any revisions or updates thereto shall be subject to the approval of the Commonwealth for compliance with all terms of this Conservation Restriction. If the Commonwealth's anticipated Section II.B activities are not already included as part of the plan submitted for approval, the Commonwealth shall within such thirty (30) day period provide Owner with a written description of any anticipated Section II.B activities.

As a condition of Owner's exercise of any forest cutting activities permitted herein, representatives of Owner and the Commonwealth shall meet annually with a Forester of Owner's choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts by a Forester certified through the Society of American Foresters, for the purpose of reviewing contemplated Forest

Cutting Plans with the objective of integrating the Standards into such plans as a condition of plan approval by the Commonwealth, unless Owner and the Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue regarding habitat enhancement issues or (b) because no forest cutting activities are being planned for the foreseeable future.

As a condition of Owner's exercise of habitat management activities permitted herein other than forest cutting, representatives of Owner and the Commonwealth shall meet annually with a Forester of Owner's choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts with a Forester certified through the Society of American Foresters, or with an appropriate professional jointly chosen by Owner and the Commonwealth, for the purpose of reviewing contemplated state or local permit applications for habitat activities with the objective of integrating the Standards into such permit applications as a condition of approval by the Commonwealth, unless Owner and the Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue regarding habitat enhancement issues or (b) because no habitat management activities are being planned for the foreseeable future.

Forest Cutting Planning Standards

Owner shall submit a forest cutting plan to the Department of Conservation and Recreation in conformance with section 42 of M.G.L. c.132 and to the Commonwealth for review and written approval at least thirty (30) days prior to any forest cutting activities being carried out on the Premises. The Commonwealth shall within thirty (30) days of submittal review such plan for compliance with (a) the purposes of this Conservation Restriction, (b) the Management Plan described above, (c) the BMP Manual and Habitat Guidelines, and (d) the Standards described herein, which approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by an approved forest cutting plan.

Forest Cutting Practices Standards

- 1) Conduct all forest cutting operations under an approved M.G.L. c. 132 forest cutting plan and in compliance with any/all applicable federal, state, and/or local regulations.

Provide a copy of such plan to the DFW Natural Heritage & Endangered Species Program at least thirty (30) days prior to the start of cutting for review of potential impacts on state-listed species and priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.

- 2) Establish and maintain woods roads and landing areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the BMP Manual.
- 3) Retain filter strips along riparian areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the BMP Manual.
- 4) Avoid wetland resource area crossings during forest cutting operations, if possible, establish and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 5) Locate and map all vernal pools within a proposed harvest area and conduct forest cutting operations in strict compliance with both required best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the request of Owner, the Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate, map and certify all vernal pools within a proposed harvest area.

- 6) Retain some woody material on the ground and a portion of the live overstory tree canopy during all forest cutting operations with the exception that no overstory retention is required for aspen coppice regeneration cuts approved by the Commonwealth. Both woody material retention and overstory tree canopy retention should typically increase on more severe slopes (Table 1). Retention should include one or more standing, full-crowned trees $\geq 14''$ dbh per acre, small woody material $< 6''$ in diameter, and large woody material $> 14''$ in diameter whenever possible.

- 7) When harvesting in oak forests or in mixed-species forests containing overstory oak trees, secure adequate regeneration of oak seedlings (typically > 20 seedlings/acre $> 4'$ tall, or a total combined height of 100 linear feet per acre of oak seedlings $< 1''$ dbh) prior to removing all of the dominant overstory oak trees within the harvest area. Retain occasional (an average of one per ha or one per 2.5 ac) large diameter ($> 14''$ dbh), full-crowned oaks as legacy trees for mast production whenever possible (large oak trees of low merchantability are acceptable).

- 8) When harvesting in northern hardwood forests or in mixed-species forests containing full-crowned, overstory black cherry and/or American beech, retain occasional (an average of one per ha or one per 2.5 ac) large diameter ($> 14''$ dbh), full-crowned black cherry and/or American beech as legacy trees for mast production whenever possible (large trees of low merchantability are acceptable, although legacy American beech trees should be relatively free of beech scale).

Table 1. Retention standards

Slope	Overstory Canopy *	Basal Area $\geq 14''$ dbh	Large Woody Debris ($\geq 14''$ in diameter)	Small Woody Debris ($< 6''$ in diameter)
$< 30\%$	$\geq 10\%$	$\geq 10 \text{ ft}^2/\text{ac}$	> 0.5 cords/ac	$> 30\%$ of slash
30-60%	$\geq 30\%$	$\geq 10 \text{ ft}^2/\text{ac}$	> 1.0 cords/ac	$> 40\%$ of slash
$> 60\%$	$\geq 60\%$	$\geq 10 \text{ ft}^2/\text{ac}$	> 1.5 cords/ac	$> 50\%$ of slash

*No retention required for aspen coppice regeneration if approved by DFW.

Retain live trees in ≥ 3 groups per ha (2.5 ac) when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both live, mature, mast-producing hardwoods, including oak, black cherry, and/or scale-free American beech and cover-producing softwoods including hemlock, white pine, and or spruce where possible. Retain some large, downed woody material in or near retained groups when possible. On slopes $>30\%$ a waiting period of ≥ 5 years must elapse before another cut is made.

DEFINITIONS:

Biological Diversity (Biodiversity): The entire assemblage of native flora and fauna and their supporting habitats and natural communities.

Coppice: The production of new stems from the stump or roots of cut trees.

Dbh: Diameter at breast height (4.5' above the ground)

Habitat: The biological and physical conditions necessary for the sustained occurrence of a given plant or animal species.

Legacy: A tree identified for retention throughout its natural life that will ultimately become a snag tree and later provide large woody material.

Native: A species which occurs or has occurred within the Commonwealth which has not been deliberately or accidentally introduced by humans into the state nor introduced elsewhere and spread from that introduction into the state.

Natural Community: A recurrent assemblage of plants and animals found in particular and relatively predictable associations with the physical environments.

Slash: Woody material cut during a forest harvesting operation that is not merchantable for logs (timber), firewood, or pulpwood that is typically left on the ground at the conclusion of the operation.

Woods Roads: include both truck roads and skidder/forwarder roads. Truck roads shall be unpaved roads constructed of gravel or some other permeable material that are passable by logging trucks and/or tractor trailer trucks used to remove forest products from the Premises in accordance with the provisions of the CR. Truck roads shall have a general travel surface width that is minimized and that in any event does not exceed fifteen (15) feet in width except at turns and corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed twenty (20) feet in width. Skidder/Forwarder roads shall be unpaved roads constructed of gravel and/or parent soil materials that are passable by logging machinery such as but not limited to skidders and/or forwarders used to transport forest products to portions of the Premises that are accessible to log trucks and/or tractor trailer trucks. Skidder/Forwarder roads shall have a general travel surface that is minimized and, in any event, does not exceed twelve (12) feet in width except at turns or corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed sixteen (16) feet in width.

Notice and Approval under the Provisions of Exhibit C

Any written notice, review, or approval required hereunder shall be as provided in Section II.E (Notice and Approvals) of this Conservation Restriction.

EXHIBIT D

City Council Votes

2/16/23 & 5/2/24

City Clerk's Office
59 Court Street
Westfield, MA 01085
(413) 572-6259

Memo

~~ATTN: CITY CLERK~~
~~Kaitlyn Bruce~~
CITY CLERK

To: To Whom It May Concern
From: Kaitlyn Bruce
Date: April 1, 2024
RE: 2/16/2023 City Council Meeting

10. Upon motion of Councilor Matthews-Kane for the Finance Committee, it was VOTED: That the sum of \$60,000.00 from the Community Preservation Open Space Reserved Balance Account #2410-340100 and \$50,000.00 from the Community Preservation Open Space FY23 Account #24101770-580100 for a total sum of \$110,000.00 be appropriated to the CPA Tekoa Narrows Conservation Area account #24101770-580100-5014 to acquire approximately 17 acres of riverfront land along Russell Road for the proposed "Tekoa Narrows Conservation Area".

The vote on the foregoing was as follows:

Nicholas Morganelli, Jr.	Yes
William Onyski	Yes
Richard Sullivan, Jr.	Yes
James Adams	Yes
Dan Allie	No
Brent Bean II	Yes
John Beltrandi III	Yes
Michael Burns	Yes
Ralph Figy	Absent
Dave Flaherty	Yes
Cindy Harris	Yes
Bridget Matthews-Kane	Yes
Kristen Mello	Yes

Prior to the vote, Councilor Matthews-Kane informed the Council that this was a friendly purchase of a plot of land along Westfield River near the Russell boarder. To the East is 19 acres of State conservation land and to the West is another 2.5 acre parcel that the City will be obtaining through a tax taking. The City is trying to increase its

focus on land preservation and the specific parcel fits in with many of the City's land use planning objectives. The appropriation includes the \$60,000.00 needed to buy the land but also the \$50,000.00 for expenses such as appraisal, survey, signage improvements and the land trust stewardship fee. There is currently 2.2 million in CPA funds with roughly \$185,000.00 in CPA reserve for open space funds. The City also plans to apply for an Executive Office of Energy and Environmental Affairs Grant which is a reimbursable grant that could potentially reimburse about 70% of the costs, which would go back into the Open Space Account. The land will be managed by the Westfield Conservation Commission with the goal of having a public parking lot to access fishing, kayaking and general river access. The CPA voted unanimously to approve the request. She spoke in favor of this, noting this would be a great recreational asset for the City. Councilor Allie spoke in support of the appropriation of \$60,000.00 for buying the land, noting for 17 acres equated to \$3,000.00 an acre. He voiced his concerns with the additional \$51,000.00, stating that it was wooded land, unable to be developed and boarded by State and City property that was already in Conservation. He read through the breakdown of itemized costs. He stated that Westfield already owned and controlled the land around it, and believed it was a tremendous amount of money. Councilor Matthews-Kane stated that similar to when you buy or sell a house, when you buy land there are certain associated costs. She noted that the money was coming out of CPA funds that are only allowed to be spent on limited things. Councilor Adams agreed that this was a great thing. He was pleased to see that this land would be open to the public. He questioned the stewardship fee. He has seen complaints in the past of horses or junk on posted land. He thought they should look into keeping it within the City. Councilor Flaherty echoed that this was a perfect use for CPA funds but questioned why the City wouldn't make it a park, owned and managed by the City. He asked who the land trust company would be. Councilor Matthews-Kane informed the Council that she asked City Planner Jay Vinskey about the stewardship fee when she saw that it was \$15,000.00. He stated that it was a State requirement, to ensure Westfield doesn't take CPA funds to purchase land and then build something there. Councilor Onyski shared that according to the letter from the Mayor, the property will be under custody and management of the Conservation Commission. Councilor Sullivan answered Councilor Flaherty that it would be the Frank Land Trust. Councilor Flaherty questioned if there was a reason this property had to be treated like conservation space versus recreational open space. Councilor Matthews-Kane stated that she did not ask that specific question but believed it was because it was open space, a natural preserve opposed to a park.

City Clerk's Office
59 Court Street
Westfield, MA 01085
(413) 572-6259

Memo

A TRUE COPY, ATTEST
Kaitlyn Bruce
CITY CLERK

To: To Whom It May Concern
From: Kaitlyn Bruce
Date: May 21, 2024
RE: May 2, 2024 City Council Meeting

24. Upon motion conservation restriction for City Council acceptance and grant to the Massachusetts Department of Fish and Game for the recently acquired "Tekoa Narrows Conservation Area".

All in favor, voice vote.

The vote on the foregoing was as follows:

Kristen Mello	Yes
Nicholas Morganelli, Jr.	Yes
William Onyski	Yes
Richard Sullivan, Jr.	Absent
James Adams	Yes
Dan Allie	Yes
Brent Bean II	Absent
John Beltrandi III	Yes
Michael Burns	Yes
Karen Fanion	Yes
Ralph Figy	Yes
Cindy Harris	Yes
Bridget Matthews-Kane	Yes

Prior to the vote, Councilor Onyski informed the Council that fourteen acres of land known as the "Tekoa Narrows Conservation Area" was purchased by the City through CPA funding, to be reimbursed by the state. CPA legislation requires a third party to hold a restriction and monitor land acquired with CPA money. He further stated that MassWildlife agreed to hold the restriction at no cost because they are working 19 acres south of the property. Councilor Mello stated that it was great to take land next to a river and hold it in conservation.