

LAND MANAGEMENT AGREEMENT

AGREEMENT entered into this 4th day of February, 1991
between the Commonwealth of Massachusetts, acting through the Commissioner of the
Department of Fisheries, Wildlife and Environmental Law Enforcement ("Department") and
the Town of Holland ("Municipality") acting through its Board of Selectmen

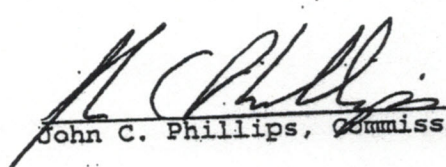
IN CONSIDERATION of the construction of a Public Access Board facility,
on Hamilton Reservoir (North Pond) off Leno Road ("facilities") in the Municipality by
the Department, upon the recommendation of the Public Access Board ("Board"), and in
consideration of the mutual covenants herein contained, and for other good and valuable
consideration with regard to the facilities, the parties hereto covenant and agree as
follows:

1. The Department, upon due consideration of the recommendations of the Board, shall undertake any repairs, replacements or reconstruction made reasonably necessary by the effects of weather or normal public usage.
2. The Board shall make available to the Municipality on a timely basis proposed rules and regulations concerning the use of the facilities.
3. The Board agrees that the operation of the facilities shall be the responsibility of the Municipality.
4. Such operation by the Municipality shall include but not be limited to the policing, trash and litter removal, and the preservation of the facilities for the general public on equal terms.
5. The Municipality shall not use or permit to be used any parking spaces or open areas for purposes other than public access without the written permission of the Board.
6. The Municipality may charge a reasonable fee for the use of the facilities provided, however, that the same fee shall be charged to all users; and provided further the fee schedules and method of collection shall have been approved in writing by the Board.
7. If a fee is charged pursuant to paragraph 6, the entire amount of the collected fees shall be used exclusively for the operation and maintenance of the facilities. An accounting of receipts and expenditures, certified by the Treasurer of the Municipality, shall be provided to the Board upon written request.
8. The Municipality may from time to time, with the written approval of the Board, promulgate reasonable rules and regulations as may affect the use of the facilities; provided, however, that such rules and regulations shall not be inconsistent with those of the Board.
The Municipality also agrees that the town owned water body (Hamilton Res.) on which said facilities are to be built shall always be open free of charge, for purposes of fishing and associated boating to the general public.

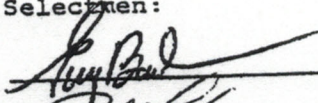
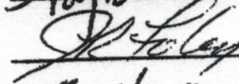
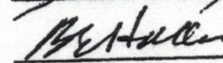
- 9. The Municipality agrees to erect, display and maintain a sign (provided by the Board) prominently located at the facilities stating that the facilities have been constructed by the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement - Public Access Board.
- 10. The terms of this agreement shall be for the period that the facilities continue to be a designated Public Access site.
- 11. Whereas the benefit desired by the parties from the full compliance of this agreement is the continued existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this agreement, and said parties further agree, therefore, that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

IN WITNESS WHEREOF, this 4th day of February 1994
 the parties hereto have executed this agreement.

DEPARTMENT OF FISHERIES, WILDLIFE
 AND ENVIRONMENTAL LAW ENFORCEMENT

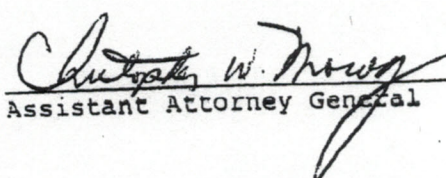

 John C. Phillips, Commissioner

Town of Holland, Massachusetts

By its Selectmen:




Approved as to form:

Concurrence by Public Access Board:


 Assistant Attorney General


 John P. Sheppard, Director