

MAINE NATURAL RESOURCE CONSERVATION PROGRAM PROJECT AGREEMENT

Regulatory Entities: Maine Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers, New England District (Corps).

Fund Administrator: The Nature Conservancy, a District of Columbia nonprofit corporation with a local office in Brunswick, Maine (TNC).

Cooperating Entity: The Town of Cape Elizabeth, a municipal government organized and existing under the laws of the State of Maine (Cooperating Entity).

Landowners: The Town of Cape Elizabeth, the Town of Scarborough (collectively, “the Towns”), and the U.S. Fish and Wildlife Service (USFWS); (collectively “the Landowners”) (DEP, TNC, Cooperating Entity, and the Landowners individually “party”, and collectively “parties”).

Project Name and Location: Spurwink Marsh Restoration Project, in Cape Elizabeth and Scarborough, Cumberland County, Maine (Project).

Premises Covered by this Agreement: Certain property, including approximately 36.7 total acres, located around Sawyer Rd in Cape Elizabeth and Scarborough, Cumberland County, Maine. The Premises includes approximately one-quarter mile of Sawyer Road (known as Sawyer Street in Scarborough), as well as portions of salt marsh on the Rachel Carson National Wildlife Refuge (RCNWR). The road removal site is owned by the Towns (0.5 acres in Cape Elizabeth and 1.3 acres in Scarborough), as reflected in Exhibit B, and is hereinafter referred to as the “Towns’ Property.” The 34.9 acres of Federal land within RCNWR are hereinafter referred to as the “USFWS Property”. The Towns’ Property and the USFWS Property covered by this Agreement, collectively known as the “Premises”, are shown on the map attached as Exhibit C.

Description of Project: The Project will remove approximately one-quarter mile (1,400 linear feet) of Sawyer Road/Street through Spurwink Marsh, eliminating a tidal restriction and restoring 0.75 acres of tidal marsh. In addition, the Project includes work to modify the marsh surface hydrology on the adjacent marsh in preparation for receiving full tidal flow following removal of the road. Marsh surface hydrology modifications will repair impacts from historic agricultural use through various techniques, including ditch remediation, runnelling, and microtopography modifications. The restoration and enhancement will improve tidal flow to historically restricted areas of salt marsh and alleviate retention of water on the marsh surface. These changes will in turn increase delivery of sediment and salinity to the marsh, improve access for estuarine and diadromous fish, increase total vegetated area, and allow the marsh to better respond to sea level rise. The proposed restoration activities are expected to enhance the habitat value for fish and wildlife, improve the visual aesthetics of the landscape, and contribute to improved ecosystem services such as nutrient removal and shoreline stabilization. The Cooperating Entity will oversee the restoration activities and will obtain a Special Use Permit (SUP) from USFWS before commencing restoration. The Towns and USFWS will manage the

Premises long-term in accordance with relevant policies as described below and/or in accordance with the terms of the SUP.

Project Cost:

Maine Natural Resource Conservation Program (MNRCP) Contribution:	\$ 1,590,000
Other Project Cost:	<u>\$ 364,000</u>
Total Project Cost:	\$ 1,954,000

Management and Use of Premises: The Towns agree to maintain the Towns' Property in its natural state in perpetuity and manage it for its natural resource values. Without limiting the generality of the foregoing, the Towns agree that no timber harvesting shall be conducted on the Towns' Property and that any construction or maintenance of trails shall be conducted in such a manner as to avoid any disturbance to restored wetland habitat and buffers. The USFWS agrees to manage the USFWS Property for its natural resource values and in accordance with statutes, regulations, policies, and management plans applicable to the Rachel Carson National Wildlife Refuge.

Restoration Work Plan: No later than July 1, 2025, the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and the Corps, a detailed Restoration Work Plan, which includes performance standards and a monitoring plan, following guidelines to be provided by TNC (based on the Corps' Compensatory Mitigation Standard Operating Procedures). Landowners will have the opportunity to review and approve those portions of the Restoration Work Plan applicable to their respective Property. Upon such approval, the Cooperating Entity shall fully implement such plan. Any material changes to the approved Restoration Work Plan that affect the outcomes of the Project shall be reviewed and approved by TNC, DEP, and the Corps prior to implementing any of the changes. Additional approval provisions will be included in the Special Use Permit issued to the Town by USFWS.

Term of Post-Construction Monitoring Obligations: The term of the Cooperating Entity's monitoring obligations, as more particularly described in General Provisions Section G, shall commence on the effective date of this Agreement and terminate, upon approval from DEP and the Corps, following the completion of all restoration activities and five years of post-construction monitoring as set forth in the Restoration Work Plan (the "Monitoring Term").

Expiration of Funding Commitment: TNC's obligation to pay the MNRCP Contribution to the Cooperating Entity shall expire, at TNC's option, on December 31, 2027.

Payment: Upon receipt of written documentation of costs, TNC shall pay the MNRCP Contribution as follows:

- a) Up to \$90,000 will be paid to the Cooperating Entity following submission and approval by TNC, DEP, and the Corps of an interim status report following completion of initial environmental assessment and baseline monitoring;
- b) Up to \$141,000 will be paid to the Cooperating Entity following submission and approval of the Restoration Work Plan for the Project, which includes the marsh remediation design and road removal design;
- c) Up to \$200,000 will be paid to the Cooperating Entity following completion of the marsh surface remediation work and submission and approval of an interim status report for this portion of the Project;

- d) Up to \$450,000 will be paid to the Cooperating Entity following completion of the road removal work for the Project;
- e) Up to \$350,000 will be paid to the Cooperating Entity following completion of all restoration activities and following TNC, DEP, and the Corps' receipt and approval of: 1) the Restoration Completion Report for the Project, and 2) a copy of the recorded Notices of Project Agreement on the Towns' Property.
- f) Up to \$359,000 in contingency funding will be paid to the Cooperating Entity if: 1) the Cooperating Entity can demonstrate, to the satisfaction of TNC, DEP, and the Corps as determined in their sole discretion, that these funds are needed for the completion of the Project, and 2) written documentation of costs is submitted and approved by TNC, DEP, and the Corps. TNC is not obligated to pay these contingency funds to the Cooperating Entity and shall only do so if the need is approved by DEP and the Corps.

Any additional project costs above the MNRCP award are the sole responsibility of the Cooperating Entity.

TNC, DEP, and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 38, Maine Revised Statutes, Section 480-Z, as amended, and with the terms, conditions, plans, and specifications of the Project, incorporated herein by reference.

Subject to the availability of funds for this purpose, TNC hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to pay to the Cooperating Entity the MNRCP Contribution amount set forth above. The Cooperating Entity hereby agrees, in consideration of the agreements made by TNC herein, to implement the Project in accordance with this Agreement.

Exhibits: The following exhibits are hereby incorporated into this Agreement:

Exhibit A General Provisions

Exhibit B Memorandum of Understanding: Town of Cape Elizabeth-Town of Scarborough

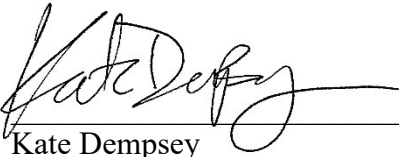
Exhibit C Project Map

Exhibit D Form of Notice of Project Agreement

In witness whereof, the parties hereto have executed this Agreement as of the 3rd day of April, 2025 by their duly authorized representatives.

SIGNATURES ON FOLLOWING PAGES

THE NATURE CONSERVANCY

By: 
Kate Dempsey
State Director

TOWN OF CAPE ELIZABETH (the Cooperating Entity)

By: 
Name: PATRICK FOX
Title: TOWN MANAGER

TOWN OF SCARBOROUGH (Landowner)

By: Thomas J. Hall
Name: Thomas J. Hall
Title: Town Manager

UNITED STATES FISH AND WILDLIFE SERVICE (Landowner)
National Wildlife Refuge System



Digitally signed by
SCOTT KAHAN
Date: 2025.04.01
15:15:52 -04'00'

By: _____

Scott Kahan
Regional Chief, NWRS

STATE OF MAINE
Department of Environmental Protection

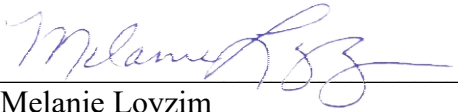
By: 
Melanie Loyzim
Commissioner

EXHIBIT A

GENERAL PROVISIONS

The Cooperating Entity and Landowners specifically recognize that the Project creates an obligation to use and/or maintain the Premises consistent with Title 38 M.R.S. Section 480-Z, to the extent applicable to USFWS as a Federal agency, and the following requirements:

A. AUTHORITY: The Cooperating Entity warrants and represents that: it possesses the legal authority to apply for the MNRCP Contribution and to otherwise carry out the Project in accordance with the terms of this Agreement; and that a resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by TNC or the DEP and to enter into this Agreement. If the Cooperating Entity is a non-governmental organization, it shall provide TNC with a current certificate of good standing and a copy of its bylaws and articles of incorporation. In addition, the Cooperating Entity shall notify TNC immediately of any change in its corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against the Cooperating Entity that may affect the commitments and obligations agreed herein.

B. COMPLIANCE WITH LAWS: The Cooperating Entity represents, warrants, and agrees that it; (a) has or will obtain at Cooperating Entity's expense (except to the extent otherwise explicitly stated in this Agreement) any permits, licenses, or authorizations, including without limitation, a property owner's prior permission before entering upon any private property, that are required under this Agreement, and; (b) will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the State of Maine (collectively, "Applicable Laws"). Cooperating Entity must not take any actions that might cause TNC, DEP, the Corps, or the Landowners to be in violation of any Applicable Laws.

C. USE OF FUNDS: The Cooperating Entity shall use moneys received under this Agreement only for the purposes of accomplishing the Project.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity agrees that the Towns' Property shall be forever used, operated, and maintained in its current undeveloped and open space condition, for the long-term protection of wetlands, conservation of wildlife and other natural resources, and in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z and in accordance with the Restoration Work Plan for the Premises. USFWS agrees that the USFWS Property shall be forever used, operated and maintained in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z to the extent consistent with and not superseded by applicable federal law, in accordance with the Restoration Work Plan, and as part of the National Wildlife Refuge System, under the laws, regulations, and policies, and plans applicable to the said System and to the Rachel Carson National Wildlife Refuge in particular.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The

Cooperating Entity agrees to maintain records, documents and other evidence pertaining to all costs and expenses incurred in sufficient detail to reflect all costs and expenses for which payment or reimbursement is claimed. These records shall be maintained for a period of three years after the end of the Monitoring Term, or if there is no Monitoring Term, for a period of three years after closing on the purchase of the Premises. The records of the Cooperating Entity pertaining to the Project shall at all times within such three-year period be available for inspection, review and audit by DEP and TNC. Any expenditure of the MNRCP Contribution by the Cooperating Entity that TNC determines, in its sole reasonable discretion, are not permitted hereunder shall be promptly repaid by the Cooperating Entity (or deducted from any subsequent payments hereunder by TNC).

F. PROCUREMENT: The Cooperating Entity shall follow its own policies with regard to documentation of procurements and maintain documentation of such policies. If the Cooperating Entity does not have written procurement policies, it shall retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation shall include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

G. REPORTING AND ANNUAL MONITORING REQUIREMENTS:

1. For fee acquisition, no reports by the Cooperating Entity are required, other than the forwarding of a complete copy of the closing package within 45 days of closing.
2. For conservation easement projects, the Cooperating Entity shall submit a report detailing the status of the Premises, on or before one year from the date of the recording of the conservation easement.
3. For projects that require a Monitoring Term, the Cooperating Entity shall report to TNC, the DEP, and the Corps on the status of the Project, and on the condition of the Premises, on a monitoring form approved by TNC. Per the terms of the SUP, the Cooperating Entity must also provide monitoring reports to USFWS. The Cooperating Entity shall send the form annually, not later than December 31st of each year, to: (a) the ILF Administrator of DEP, at State House Station 17 Augusta, Maine 04333; (b) the Policy Technical Support Branch, Regulatory Division, New England District Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751; and (c) The MNRCP Manager, The Nature Conservancy, 14 Maine Street, Brunswick, ME 04011.

H. ASSIGNMENT: This Agreement may not be assigned by the Cooperating Entity in whole or in part without the prior written consent of TNC and the DEP.

I. LOBBYING AND POLITICAL CAMPAIGNING: The Cooperating Entity shall not use any portion of funds transferred under this Agreement to engage in any lobbying. The Cooperating Entity shall not use any portion of funds transferred under this Agreement to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

J. RIGHT OF ENTRY: The DEP, the Corps, and TNC, their employees, agents, and representatives, shall each have the right to enter the Premises to assure compliance with the

terms of this Agreement and any applicable laws. Notwithstanding the foregoing, any right of entry onto the USFWS Property is subject to and may be limited by any authorized or required closure of Federal land.

K. PRIOR NOTICE AND APPROVAL REQUIRED PRIOR TO TRANSFER OF

PREMISES: Prior to any encumbrance, assignment, disposition or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity and/or the Landowners shall provide at least sixty (60) days prior written notice of the same to the DEP and to the Corps, and shall obtain their written consent to such encumbrance, assignment, disposition, transfer, amendment or termination, as the case may be. Notice under this Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law.

L. NOTICE OF PROJECT AGREEMENT: Prior to final payment for work on the Project, the Towns shall submit to TNC, for its approval, draft Notices of Project Agreement for the Towns' Property, substantially in the form attached hereto, and shall record the final notice with the local land records office.

M. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or in the event of dissolution of the Cooperating Entity, the DEP may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default: (a) the right to require specific performance on the part of the Cooperating Entity; and (b) any other rights or remedies available at law or in equity. In the event that the DEP exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DEP for its costs of enforcement and collection, including reasonable attorney fees. These rights of enforcement do not preclude nor limit Landowners from pursuing additional enforcement options available under the law.

N. MEDIA ANNOUNCEMENTS: The DEP, the Corps, TNC, the Landowners, and the Cooperating Entity shall have the opportunity to review and comment on proposed media announcements concerning the Project prepared by any party to this Agreement. Any signage or advertisement of the Project shall reference the contribution of the Maine Natural Resource Conservation Program and shall be subject to review and comment by DEP, the Corps, and TNC.

O. INDEMNITY: The Cooperating Entity shall defend, indemnify, and hold harmless TNC and DEP against any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of the Cooperating Entity's employees or agents in connection with this Agreement. No legal partnership or agency relationship is established by this Agreement. No party is authorized or empowered to act as an agent, employee or representative of the others.

P. TERMINATION: TNC shall have the right to terminate this Agreement for any reason upon 30 days prior written notice to the Cooperating Entity, the Landowners, DEP, and the Corps, in which event payment for work satisfactorily completed by the Cooperating Entity will be adjusted accordingly. Without limiting the generality of the foregoing, the Cooperating Entity understands that TNC may terminate this Agreement in the event that the Cooperating Entity is not making sufficient progress towards the completion of the Project, including, without

limitation, raising sufficient funding to pay the Other Project Costs. In addition, it is understood that TNC shall have no obligation to provide funding under this Agreement beyond the Expiration Date.

Q. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the event that the DEP ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor. In the event that TNC ceases to exist, the rights and responsibilities of that party shall vest in an entity designated by the DEP.

R. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

S. COUNTERTERRORISM, ANTI-MONEY LAUNDERING AND ECONOMIC

SANCTION LAWS: Cooperating Entity certifies that Cooperating Entity and its subsidiaries, principals and beneficial owners, if any:

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. (i) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Seller or any Seller subsidiary, principal or beneficial owner is subject, and no action or inquiry concerning money laundering by or before any authority involving the Seller or any Seller subsidiary, principal or beneficial owner is pending.

Should Cooperating Entity become aware that it or any of its subsidiary, principal or beneficial owner is subject to any of the above conditions during the term of this Agreement, Cooperating Entity must notify TNC, DEP, and the Corps immediately. If TNC or DEP determine, in their sole discretion, that Cooperating Entity or any such subsidiary, principal or beneficial owner is subject to any of the above conditions, payment under this Agreement shall not be made. The terms of this Section must be included in all permitted assignments of the Agreement.

T. SEVERABILITY: If any provision of this Agreement is held legally invalid, the other provisions will not be affected by that invalidity.

EXHIBIT B
Memorandum of Understanding:
Town of Cape Elizabeth – Town of Scarborough

MEMORANDUM OF UNDERSTANDING
[Town of Cape Elizabeth-Town of Scarborough]

This MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 6 day of May, 2024, by and between the **TOWN OF CAPE ELIZABETH** a Maine municipal corporation, with a mailing address of 320 Ocean House Road, Cape Elizabeth, Maine 04107 (hereinafter referred to as "Cape Elizabeth"), and the **TOWN OF SCARBOROUGH**, a Maine municipal corporation with a mailing address of P. O. Box 360, Scarborough, Maine 04070-0360 ("Scarborough") (each a "Party" and collectively, the "Parties").

WHEREAS, Cape Elizabeth and Scarborough desire to remove a ¼ mile portion of Sawyer Road/Street that transects the Spurwink Marsh in both Cape Elizabeth and Scarborough, thereby eliminating a tidal restriction, restoring saltwater marshland, and enhancing emergent salt marsh upstream of the restriction ("Spurwink Marsh Road Removal"); and

WHEREAS, Cape Elizabeth applied for and received a grant to perform the Spurwink Marsh Road Removal through the Maine Natural Resource Conservation Program ("MNRCP"), which is a joint effort by the Parties; and

WHEREAS, the MNRCP Grant will provide \$1,590,000 of the \$1,954,000 total Project costs; and

WHEREAS, as a condition of the MNRCP Grant, the Parties will each contribute in-kind and cash match funding; and

WHEREAS, Parties agree to cooperate throughout the Spurwink Marsh Road Removal Project and now desire to memorialize their joint obligations under the MNRCP Grant, which include financial contributions and post-Project monitoring, among others.

NOW THEREFORE, Cape Elizabeth and Scarborough hereby agree as follows:

1. Each Town agrees to provide a \$185,000 cash match to fund Project costs.
2. Parties agree to work together cooperatively as part of a project team to ensure that the Spurwink Marsh Road Removal Project adheres to the MNRCP requirements, including performance standards for salt marsh enhancement and long-term monitoring obligations (five years of post-construction monitoring conducted over a period of seven years).

By their signature below, the Parties acknowledge that they have read and understood the Agreement above and are fully authorized to bind their principals to the terms thereof.

WITNESS its hand and seal on the date set forth above.

Maureen O'Meara
WITNESS:

TOWN OF CAPE ELIZABETH

By: Matthew Sturgis
Matthew Sturgis, Town Manager
Duly Authorized by the Town Council

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

5/6, 2024

Personally appeared before me the above-named Matthew Sturgis Manager of Cape Elizabeth, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cape Elizabeth.

DEBRA M. LANE
Notary Public, State of Maine
My Commission Expires February 11, 2027

[Signature]
Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____

TOWN OF SCARBOROUGH

[Signature]
WITNESS:

By: Thomas Hall
Thomas Hall, Town Manager
Duly Authorized by the Town Council

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

May 21, 2024

Personally appeared before me the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Scarborough.

YOLANDE PALMER JUSTICE
Notary Public, State Of Maine
My Commission Expires October 31, 2029

Yolande P Justice
Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____

EXHIBIT C PROJECT MAP

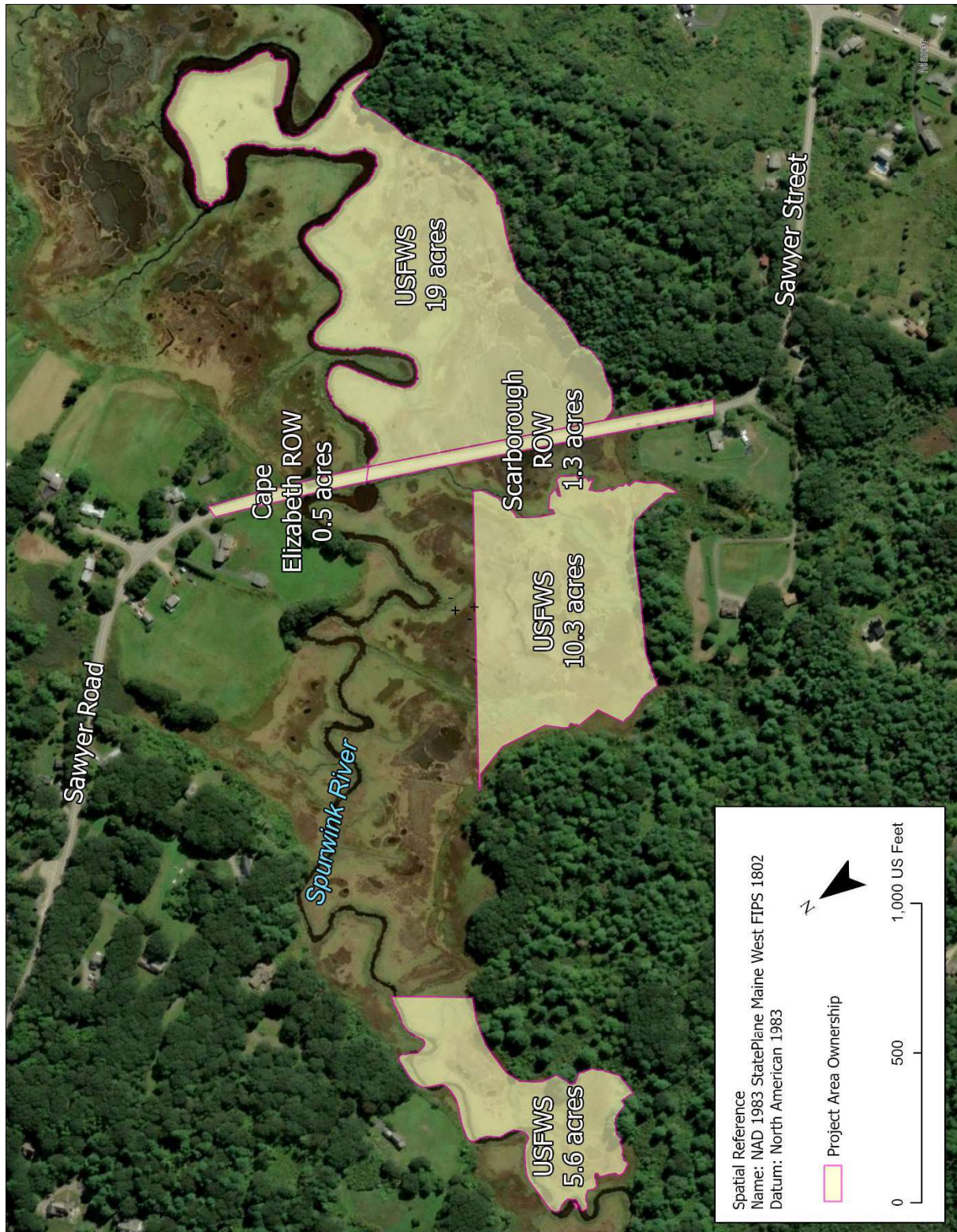


EXHIBIT D

FORM OF NOTICE OF PROJECT AGREEMENT

MAINE NATURAL RESOURCE CONSERVATION PROGRAM

“Spurwink Marsh Restoration Project”

The **TOWN OF CAPE ELIZABETH** (the “Owner”) is the owner of certain real property located in Cape Elizabeth, Cumberland County, State of Maine, more particularly described in the **Exhibit A** attached to this Notice (the “**Protected Property**”).

The Protected Property is subject to a Maine Natural Resource Conservation Program Project Agreement between The Nature Conservancy (“TNC”), the State of Maine, Department of Environmental Protection (“DEP”), The Town of Scarborough, the U.S. Fish and Wildlife Service, and the Owner, dated _____ (the “Project Agreement”), a copy of which is kept at the offices of TNC, 14 Maine Street, Suite 401, Brunswick, Maine 04011 and the offices of DEP, State House Station 17, Augusta, Maine 04333.

The purpose of the Project Agreement is to provide funding to the Owner, pursuant to an In Lieu Fee Program Instrument between the State of Maine, Department of Environmental Protection and the New England District U.S. Army Corps of Engineers (the “Corps”), dated September 21, 2011 (the “In Lieu Fee Program Instrument”). By acceptance of funding, the Owner agrees that the terms and conditions of the Project Agreement shall be a covenant running with the land, and shall be binding upon Owner, its successors and assigns as owner of the Protected Property.

The purpose of the In Lieu Fee Program Instrument is to acquire, restore and/or enhance, and to permanently protect, properties that will compensate for unavoidable adverse impacts to significant wildlife habitats, wetlands and other waters of the State of Maine resulting from activities authorized under the Maine Natural Resources Protection Act, the federal Clean Water Act and/or the federal Rivers and Harbors Act.

The Owner has executed and recorded this Notice as notification and confirmation of its obligations, as set forth in the Project Agreement, to: 1) ensure the long-term conservation of the Protected Property in accordance with the terms of the Project Agreement; 2) refrain from converting any portion of the Protected Property to uses other than conservation; and 3) obtain the written consent of DEP and the Corps prior to encumbrance, assignment or disposition of any interest in the Protected Property.

The Protected Property may not be conveyed, transferred, or further encumbered without including a specific reference to the terms and conditions of the Project Agreement, including the Book and Page of recording of this Notice. Notice under the Section shall be in addition to any legal requirements imposed upon the Owner under state or federal law.

IN WITNESS WHEREOF, the Owner has set its hand and seal this ____ day of _____, 2024.

STATE OF MAINE
Department of Inland Fisheries and Wildlife

By: _____

Its: _____

STATE OF
COUNTY OF

On this ____ day of _____, 2024, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that ____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: _____

Exhibit A (example)

By deed dated _____ and recorded in Book _____, Page _____ of the Lincoln County Registry of Deed, Owner is the owner of a parcel(s) of land consisting of _____ acres, more or less. A portion of this parcel(s) of land, consisting of _____ acres, more or less, and shown as the Protected Property on the map attached hereto as Exhibit A, is subject to this Notice.