

DECLARATION OF ENVIRONMENTAL COVENANT

This DECLARATION OF ENVIRONMENTAL COVENANT ("Environmental Covenant") is hereby declared and granted as of this 16 day of June, 2020, by **TOWN OF LISBON**, a municipality organized and existing under the laws of the State of Maine and having its principal place of business at 300 Lisbon Street, Lisbon, Androscoggin County, State of Maine ("Grantor"), to the **MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION** ("DEP" or "Holder") on property located in Lisbon, Androscoggin County, Maine, as more fully described below.

WHEREAS, Grantor is the owner in fee simple of a certain property of approximately 4 acres in size located in **Lisbon, Androscoggin County**, Maine, and described in a deed recorded in the Androscoggin County Registry of Deeds in **Book 10096, Page 162** ("Property");

WHEREAS, Grantor applied for liability protection under the Voluntary Response Action Program, 38 M.R.S. § 343-E;

WHEREAS, the DEP's Bureau of Remediation and Waste Management has issued to Grantor a Voluntary Response Action Program ("VRAP") Certificate of Completion, which requires that Grantor prepare and record a Declaration of Environmental Covenant consistent with the VRAP Certificate of Completion and the Maine Uniform Environmental Covenants Act ("UECA"), 38 M.R.S. § 3001 et seq.;

WHEREAS, the environmental response project related to this Environmental Covenant is the voluntary response action plan approved by the DEP and the response actions performed under the law governing the Voluntary Response Action Program, 38 M.R.S. § 343-E;

WHEREAS, the portions of the Property restricted by this Environmental Covenant shall hereafter be referred to as the "Restricted Area" and is shown as "Parcel No. 2 to be retained by Miller Industries" on a plan entitled "Plan of Property, Worumbo Project, Lisbon Falls, Lisbon, ME" prepared for Miller Hydro Group on December 20, 1996, which plan is recorded in the Androscoggin County Registry of Deeds in Plan Book 39, Page 103;

WHEREAS, Grantor has agreed to activity and use restrictions on the Property; and

WHEREAS, Grantor intends to create and grant an Environmental Covenant pursuant to the UECA;

NOW, THEREFORE, Grantor **TOWN OF LISBON**, for and in consideration of the facts above recited and the covenants herein contained, and intending to create and be legally bound by a perpetual covenant running with the land, subject to the terms hereof, hereby declares, covenants and agrees as follows:

1. Declaration of Environmental Covenant. This instrument is an Environmental Covenant executed pursuant to the UECA.

2. Property and Restricted Areas. This Environmental Covenant concerns the Restricted Area of the Property as described herein.
3. Activity and Use Limitations. The following covenants, conditions and restrictions shall run with the land, and shall be binding in perpetuity on the Restricted Area and the Grantor, its successors and assigns, during their respective periods of ownership:
 - a. The extraction of groundwater at the Restricted Area is prohibited without the express written permission of DEP.
 - b. DEP must be notified before any excavations take place onsite at the Restricted Area.
4. Agency and Holder. DEP is an environmental agency with enforcement authority pursuant to the UECA and is the only Holder of this Environmental Covenant.
5. Perpetuity of Covenant. This Environmental Covenant and each and every covenant herein shall be a covenant running with the land in perpetuity and shall be binding on Grantor and any future owner of any portion of, or interest in, the Property during their respective periods of ownership until amended or terminated in accordance with the UECA.
6. Representation of Ownership and Encumbrances. By its execution hereof, Grantor hereby represents that it is the sole owner of the Property and that there are no mortgages, easements or other encumbrances on the Property that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant.
7. Access. In addition to any rights already possessed by DEP, this Environmental Covenant grants to DEP, including its authorized employees, agents, representatives and independent contractors and subcontractors, a right of access to the Restricted Area, without cost and upon presentation of credentials, for the purposes of monitoring and enforcing this Environmental Covenant.
8. Notice to Tenants and Others. Grantor and all subsequent owners of the Property, during the period of their respective ownership of the Property, shall provide notice of this Environmental Covenant to any tenants or lessees thereof and to any other person conducting any activity on the Restricted Area that is restricted by this Environmental Covenant, which notice shall be provided prior to such occupancy or activity.
9. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof including but not limited to deeds, leases and mortgages, shall contain a notice that is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS ON _____, 20__, IN BOOK _____, PAGE _____, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

10. Notice of Noncompliance. Grantor and all subsequent owners of the Property, during the period of their respective ownership of the Property, shall provide written notice to DEP within ten (10) working days of discovery of any noncompliance with this Environmental Covenant.
11. Notice Pursuant to Covenant. Any notice or other communication required pursuant to this instrument shall be in writing and shall be sent by certified mail, return receipt requested, or by any commercial carrier as provides proof of delivery, addressed as follows, or to such other address as each entity may designate from time to time by written notice to the other entities:

To Grantor:

Town Manager
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

To DEP:

VRAP Program Manager
Department of Environmental Protection
Bureau of Remediation and Waste Management
17 State House Station
Augusta, Maine 04333

12. Inspection and Reporting. The Grantor and any subsequent owners of the Property, during the period of their respective ownership of the Property, shall conduct inspections in any year that the Property is transferred to a new or additional owner, for compliance with the terms of this Environmental Covenant, and shall report the results to the Holder in writing by June 30th of each year after a property transfer takes place.
13. Enforcement. This Environmental Covenant shall be enforceable as authorized by the UECA. Any forbearance as to enforcement of any of the terms hereof shall not be deemed a waiver of the right to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violations.
14. Amendment or Termination. The terms and conditions herein may not be amended or terminated except in accordance with the UECA.
15. Petition to Amend. Grantor or current owner of the Property may petition the DEP to amend (including, without limitation to, remove) some or all of the covenants, restrictions, agreements and obligations herein. The burden is upon the party seeking DEP approval of the amendment or removal of a restriction to show that the restriction is no longer necessary to protect the public health and safety and the environment. The DEP may agree to remove or amend restrictions that in the exercise of its sole discretion, the DEP determines to be no longer necessary to protect the public health and safety and the

environment. Any such amendment or termination of the Environmental Covenant must comply with the UECA and the provisions of this Environmental Covenant.

16. Administrative Record. The administrative record for the environmental response project related to this Environmental Covenant is located at the main office of DEP, whose mailing address is 17 State House Station, Augusta, ME 04333-0017, with a street address of Ray Building, 28 Tyson Drive, Augusta, Maine. The administrative record may be found under the name Worumbo Mill Complex, #REM01873.
17. Governing Law. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
18. Liberal Construction. It is intended that this Environmental Covenant be construed liberally to protect the health and welfare of the public and the quality of the environment from the risk of adverse effects of exposure to contaminants.
19. Effect of Failure to Provide Notice. The validity of this Environmental Covenant is not affected by any failure of Grantor or subsequent owners to provide notice as required in this Environmental Covenant.
20. Invalidity. If any part of this Environmental Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
21. Recording. Grantor shall cause this Environmental Covenant to be duly recorded in the Androscoggin County Registry of Deeds within thirty (30) days after the date of the last required signature.
22. Notice of Environmental Covenant. Grantor shall, within thirty (30) days of recording, provide DEP with a copy of such recorded Environmental Covenant, duly certified by the Register of Deeds. Within ninety (90) days of recording the Grantor shall also provide a copy of this Environmental Covenant to each person who signed the covenant, each person holding a recorded interest in the Property, each person in possession of the Property, and each municipality or other unit of local government in which the Property is located.

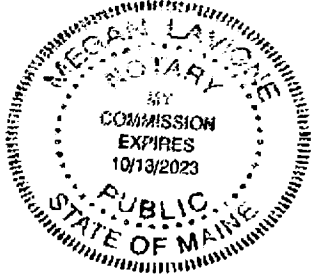
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the day and year first above written.

TOWN OF LISBON

By: *Diane Barnes*
Name: Diane Barnes
Title: Town Manager

STATE OF MAINE
ANDROSCOGGIN COUNTY, ss.

The above-named Diane Barnes personally appeared before me on June 16 2020 in his/her capacity as Town Manager and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of the Town of Lisbon.



Megan Lavigne
Notary Public
Megan Lavigne
Printed Name
My Commission Expires: 10/13/2023

ACKNOWLEDGED AND AGREED TO BY:
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: David Burns
Name: DAVID BURNS
Title: DIRECTOR, BRWM

Dated: July 2, 2020

STATE OF MAINE
KENNEBEC COUNTY, ss.

The above-named David Burns personally appeared before me this 2nd
day of JULY, 20 in his/her capacity as Director, BRWM and acknowledged
the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of
the Maine Department of Environmental Protection.

Ruth Ann Burke
Notary Public

Printed Name **Ruth Ann Burke**
My Commission Expires: **Notary Public, State of Maine**
My Commission Expires February 21, 2022