*Maine Environmental Covenant Template
for Voluntary Response Action Program (VRAP) Covenants (Revision of June 28, 2024)*

*Based on Standard UECA Template Revision of June 16, 2015*

*{Note: The negotiation and execution of this document impacts your legal rights and the rights of others. Please seek the advice of an attorney familiar with Environmental Covenants or familiar with environmental law when modifying this template for a specific site. This is only a template, and finalization requires review and approval by the Maine Department of Environmental Protection, and in some cases the Attorney General’s Office. Typically, Attorney General review is not required for VRAP related covenants if you follow the language in this template.*

*All underlines indicate blanks to be filled in. Italicized notes should be removed before the final Environmental Covenant is signed. Whereas clauses should be modified as appropriate.*

*In certain cases, it may be advisable to include an easement along with the Environmental Covenant, e.g., when a responsible party does not own the property, substantial additional cleanup is required, and when access may be at issue.*

*This template is tailored to be specific to VRAP sites. For other DEP programs, please used the more broad standard template that contains language specific to other DEP programs}*

DECLARATION OF ENVIRONMENTAL COVENANT

This Declaration of Environmental Covenant (“Environmental Covenant”) is hereby declared and granted by *{****insert corporate name in bold capS****}*, a corporation organized and existing under the laws of the State of Maine and having its principal place of business at *{insert street, town/city}*, *{insert county name}* County, State of Maine ("Grantor"), to the **Maine Department of Environmental Protection** (“DEP”, “Department”, or “Holder”) on property located in *{insert town/city}*, *{insert county name}* County, Maine, as more fully described below.

*{Note: If owner is an individual, substitute individual name above and revise as appropriate. If owner is not a Maine corporation, revise as appropriate. If there are additional Holders, revise as appropriate.}*

WHEREAS, Grantor is the owner in fee simple of a certain property of approximately \_\_\_ acres in size located in ***{insert town/city}*,** *{insert county name}*County, Maine, and described in a deed recorded in the *{insert county name}* County Registry of Deeds in **Book *{insert book #}*, Page *{insert page #}*** (“Property” or “Site”);

*{Note: Place town/city & book & page numbers above in bold to alert the Registry of Deeds. Alternatively, or in addition to giving a deed reference above, you may state: “and more particularly described in Exhibit A attached hereto and incorporated herein by reference.” If a Site figure is appropriate, use the same figure that is included in the VRAP No Further Action Assurance Letter or Certificate of Completion and you may attach the figure as an exhibit and state “and generally depicted in the figure included as Exhibit A”. If you wish to refer to tax parcel number, you may state: “and being generally depicted in Town of \_\_\_\_\_\_ tax records as Lot \_\_ on Tax Map \_\_.” Current street addresses may also be added. However, street address and lot & tax map references by themselves are not sufficient. Be sure to double check cross references to exhibits for correct numbering.}*

WHEREAS, Grantor applied for liability protection under the Voluntary Response Action Program, 38 M.R.S. § 343-E for the Site referred to as “*{insert Site name and REM# as it appears in the No Further Action Assurance Letter or Certificate of Completion for the Site}”* in DEP’s remediation records;

 WHEREAS, the DEP’s Bureau of Remediation and Waste Management has issued to Grantor a Voluntary Response Action Program (“VRAP”) *{insert No Further Action Assurance Letter or Certificate of Completion}*, which requires that Grantor prepare and record aDeclaration of Environmental Covenant consistent with the VRAP *{insert No Further Action Assurance Letter or 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;

**[Optional:**  WHEREAS, the portions of the Property restricted by this Environmental Covenant shall hereafter be referred to as the “Restricted Areas” and are shown on a plan entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” prepared for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_, 20\_\_, which plan is attached hereto as Exhibit \_\_ and incorporated herein by reference, and which plan is recorded in the \_\_\_\_\_\_\_\_\_\_ County Registry of Deeds in Plan Book \_\_\_, Page \_\_\_;

*{Note: If only part of the Property will be subject to the Environmental Covenant, use above paragraph and replace “Property” with “Restricted Areas” where appropriate throughout the EC. Check with DEP VRAP Project Manager if you think this paragraph is applicable since activity and use limitations typically apply to the entire Site.}*

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 Uniform Environmental Covenants Act, 38 M.R.S. §§ 3001 et seq. (“UECA”);

 NOW, THEREFORE, Grantor *{also insert here the name of grantor in caps}*, 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. This Environmental Covenant concerns the Property as described herein.

*{Note & Reminder: If only a portion of the “Property” will be subject to restrictions, add references to “Restricted Areas of the Property” above & in the remainder of this document, like this: “*Property and Restricted Areas. This Environmental Covenant concerns the Restricted Areas of the Property as described herein.” *Also, replace “Property” with “Restricted Areas” as appropriate throughout the Environmental Covenant.}*

1. Activity and Use Limitations. The following covenants, conditions and restrictions shall run with the land, and shall be binding in perpetuity on the Property and the Grantor, its successors and assigns, during their respective periods of ownership:

*{Note: Insert activity and use limitations above as appropriate, e.g., prohibitions on the extraction of groundwater, excavation or other soil disturbance, residential use, etc. These must be verbatim from the VRAP No Further Action Assurance letter or VRAP Certificate of Completion conditions section.}*

1. Agency and Holder. DEP is an environmental agency with enforcement authority pursuant to the UECA and is the only Holder of this Environmental Covenant.

*{Note: This is a default provision. If the Holder is another party or if there are additional holders, modify this paragraph to describe them.}*

1. 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.
2. 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.

*{Note: The Grantor must perform a title search and obtain subordination agreements as necessary to make the above representation. Templates for subordination agreements are attached to this template.}*

1. 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 Property, without cost and upon presentation of credentials, for the purposes of monitoring and enforcing this Environmental Covenant.

*{Note: Modify the above to grant other Holders the right to access the Property as appropriate.}*

1. 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 Property that is restricted by this Environmental Covenant, which notice shall be provided prior to such occupancy or activity.
2. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY REGISTRY OF DEEDS ON \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

*{Note: The above paragraph does not need to be modified in the covenant by adding specific property information – it is just a notice that is to be included in future instruments related to conveyances. DEP may require notification to DEP of such conveyance for certain sites. The above paragraph may also be otherwise modified as appropriate.}*

1. 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.
2. 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:

*{insert name of contact person}*

*{insert company name}*

*{insert mailing address}*

*{insert Street Address}*

*{insert Town, State, Zip Code}*

To DEP:

Department of Environmental Protection

Bureau of Remediation and Waste Management

Attn: VRAP Program Manager

17 State House Station

Augusta, Maine 04333-0017

1. 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 of the Property every five years, starting in *{insert year}*, and in any year that the Property is transferred to a new or additional owner, and in any year that there is substantial construction activity on the Property, 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.

*{Note: Above paragraph may be modified or excluded as appropriate. An annual inspection is appropriate when the remedy heavily depends on the institutional or engineering control to protect public health, while less frequent inspections (e.g., five years) are appropriate for sites where the institutional control addresses uncertainty regarding possible contamination, rather than known risks posed by known contamination. This clause may also be modified to reference an inspection and reporting schedule contained in any applicable DEP or EPA approved monitoring or inspection plan* *that may be amended from time to time.}*

1. 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.
2. Amendment or Termination. The terms and conditions herein may not be amended or terminated except in accordance with the UECA. Grantor waives its right to consent to amendment or termination of this Environmental Covenant in the event that the Grantor no longer owns the Property. *See* 38 M.R.S. § 3010(1)(C). Grantor also waives its right to consent to amendment or termination of this Environmental Covenant in the event that the Grantor’s name of contact person, company name, and contact information provided in paragraph 11 above (providing contact information for notices and communication between the Grantor and DEP) were not provided by the Grantor to DEP by certified mail, return receipt requested, or by any commercial carrier as provides proof of delivery, at least ten (10) business days prior to any amendment or termination of the terms and conditions herein. The burden of timely providing the Grantor’s contact person, company name, and contact information to DEP is solely on the Grantor. DEP will be required to provide notice to the Grantor’s most recently designated contact person using the contact information provided in paragraph 11 above at least twenty (20) business days prior to any amendment or termination of the terms and conditions herein.
3. 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.
4. 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 *{insert Site name as it appears in DEP’s Remediation Database and Site number (i.e., REM#####)}*.

*{Note: The name inserted above must be the exact Site name and number (aka REM#) as listed in DEP’s remediation database, which will also be found in the first paragraph of the VRAP COC or NFAA for the Site. Above paragraph may be modified as appropriate.}*

1. Governing Law. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
2. 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.
3. 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.
4. 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.
5. Recording. Grantor shall cause this Environmental Covenant to be duly recorded in the *{insert county name}* County Registry of Deeds within thirty (30) days after the date of the last required signature.
6. 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 acknowledged by signature below.

*{insert grantor name in caps}*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_\_\_\_\_\_\_ COUNTY, ss.

 The above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY:

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

KENNEBEC COUNTY, ss.

The above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Maine Department of Environmental Protection Bureau of Remediation & Waste Management and duly authorized delegee for the Commissioner, 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.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT \_\_**

**Site Figure, *{insert DEP Site Name, street address & town/city}* Maine**

***Subordination Agreement Template for Mortgage***

***(Revision of June 11, 2015)***

**Exhibit \_\_\_: SUBORDINATION AGREEMENT**

***{Note: This template assumes that the Subordination Agreement will be attached to the Environmental Covenant as an exhibit. This template should be modified appropriately if this is not the case.}***

 {*Insert bank name*}, a {*insert state of incorporation and type of organization*} with a mailing address of {*insert mailing address*}, holder of a mortgage from {*insert property owners’ names exactly as listed on mortgage*} to {*insert bank name*}, dated {*insert date mortgage was signed by property owner*} and recorded in the \_\_\_\_\_\_\_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Mortgage”), with respect to a certain parcel of land together with improvements thereon located at {*insert street name, town/city*}, \_\_\_\_\_\_\_\_\_\_\_ County, Maine, does hereby (1) consent to the execution and delivery by {*insert property owners’ names*} of the foregoing Declaration of Environmental Covenant (“Environmental Covenant”) to which this Subordination Agreement is attached as Exhibit \_\_, and (2) subordinate its rights and interests under the Mortgage to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant with the same force and effect as if the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Mortgage.

IN WITNESS WHEREOF, the {*insert bank name*} has caused this Subordination Agreement to be executed by its duly authorized representative this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

***{Note: INSERT BANK NAME IN CAPS*}**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_\_\_\_\_\_\_ COUNTY, ss.

 The above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 My Commission Expires:

***Subordination Agreement Template for Easement***

***(Revision of June 11, 2015)***

***{Note: A subordination agreement for an existing easement on the portion of the property that will be the subject of the Environmental Covenant is necessary when the existing easement would materially adversely affect the effectiveness or enforceability of the Environmental Covenant. For instance, if a utility has an existing right for a pipeline across the restricted area, and the Environmental Covenant will require that excavation activities follow the DEP approved soils management plan, then the property owner would need to obtain a subordination agreement from the utility. For property interests other than easements, modify this template as appropriate. Whereas clauses should be modified as appropriate.}***

**Exhibit {*insert exhibit letter*}: SUBORDINATION AGREEMENT**

 This SUBORDINATION AGREEMENT (“Agreement”), dated as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_ is entered into between {*insert easement holder name*}, a {*insert state of incorporation*} corporation with a mailing address of {*insert mailing address*} (“Easement Holder”) and {*insert property owners’ names*}, a {*insert state of incorporation*} corporation with a mailing address of {*insert mailing address*} (“Property Owner”).

***{Note: If parties are not corporations, modify as appropriate.}***

WHEREAS, Easement Holder is the holder of an easement (“Easement”) across property located at {*insert street name, town/city*}, {*insert county name*} County, Maine, which property is described in a deed recorded in the {*insert county name*} County Registry of Deeds in Book {*insert book number*}, Page {*insert page number*}, and which Easement was conveyed by deed dated {*insert date of deed*} and recorded in the {*insert county name*} County Registry of Deeds in Book {*insert book number*}, Page {*insert page number*}.

 WHEREAS, Property Owner, who is the current owner of the property subject to the Easement, has executed the foregoing Declaration of Environmental Covenant (“Environmental Covenant”), to which this Subordination Agreement is attached as Exhibit *{insert Exhibit Letter}*, and Property Owner is the Grantor referred to in said Environmental Covenant;

***{Note: This template assumes that the Subordination Agreement will be attached to the Environmental Covenant as an exhibit. The template should be modified appropriately if this is not the case.}***

WHEREAS, the Environmental Covenant was executed pursuant to the Uniform Environmental Covenants Act (“UECA”), 38 M.R.S.A. § 3001 et seq., and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

 WHEREAS, the Maine Department of Environmental Protection is the holder of the Environmental Covenant;

 WHEREAS, without this subordination agreement, the exercise by the Easement Holder of its rights under the Easement would materially adversely affect the effectiveness or enforceability of the Environmental Covenant;

WHEREAS, as a result, the Property Owner has requested that the Easement Holder subordinate the Easement to the Environmental Covenant; and

 WHEREAS, Easement Holder is willing to enter into this Agreement to subordinate the Easement to the Environmental Covenant in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, Easement Holder and Property Owner, agree as follows:

1. The Easement Holder consents to the execution and delivery by the Property owner of the foregoing Declaration of Environmental Covenant (“Environmental Covenant”) to which this Subordination Agreement is attached as Exhibit *{insert Exhibit Letter}*,
2. Easement Holder subordinates its rights and interests under the Easement to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant, with the same force and effect as if the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Easement, and
3. This Agreement shall run with the land and be binding upon Easement Holder and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

***{Note: INSERT EASEMENT HOLDER NAME IN CAPS. Make appropriate adjustments to signature block and acknowledgement if Easement Holder and Property Owner are individuals as opposed to an entity.}***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_\_\_\_\_\_\_ COUNTY, ss.

 The above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***{Note: INSERT PROPERTY OWNERS’ NAME IN CAPS}***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_\_\_\_\_\_\_ COUNTY, ss.

 The above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_