

DECLARATION OF ENVIRONMENTAL COVENANT

This ENVIRONMENTAL COVENANT is hereby declared and granted as of this 29th day of July, 2015, by **THE TOWN OF WILTON, MAINE**, a municipality organized and existing under the laws of the State of Maine and having its principal place of business at 158 Weld Road, Wilton, Franklin County, Maine 04294 ("Grantor"), to the **MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION** ("DEP" or "Holder") on property located in the Town of Wilton, Franklin County, Maine, as more fully described below.

WHEREAS, Grantor is the owner in fee simple of a certain property of approximately 19.3 acres in size located at **822 U.S. Route 2 in the Town of Wilton, Franklin County, Maine**, and described in a deed recorded in the Franklin County Registry of Deeds in **Book 2254, Page 233** ("Property"), and being generally depicted in Town of Wilton tax records as Lot 139 on Tax Map 34 (previously divided into "northern" and "southern" parcels as shown in Exhibit A attached hereto and incorporated herein by reference, This ENVIRONMENTAL COVENANT has been completed only for the "southern" parcel);

WHEREAS, Grantor applied for liability protection under the Voluntary Response Action Program, 38 M.R.S.A. § 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.A. § 3001 et seq.;

WHEREAS, the environmental response project related to this Environmental Covenant is the remediation performed under the law governing the Voluntary Response Action Program, 38 M.R.S.A. § 343-E;

WHEREAS, the DEP has determined in accordance with 38 M.R.S.A. §1301 and the UECA that the environmental covenants in this Declaration are necessary to: prevent the extraction of groundwater without MEDEP approval, protect and require maintenance to constructed soil cover systems; and prohibit soil excavations beneath the cover system on the Property and to protect the public health, safety, and the environment, which covenants shall run with the land;

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

NOW, THEREFORE, Grantor THE TOWN OF WILTON, MAINE 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 Covenant. This instrument is an Environmental Covenant executed pursuant to the UECA.
2. Property and Restricted Areas. This Environmental Covenant concerns 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 on the Grantor, its successors and assigns and the Property in perpetuity:
 - No groundwater extraction wells shall be installed on the Property without advance, express written permission from the DEP and Grantor. The foregoing limitation is not intended to prohibit the installation or sampling of groundwater monitoring wells.
 - The Soil Cover Systems, as shown on the attached figure, shall be inspected and maintained in accordance with the "Post-Closure Cover System Maintenance and Soil Management Plan" prepared by Ransom Consulting, Inc., dated March 4, 2015.
 - There shall be no disturbing of onsite cover systems or soils within the footprint of the cover systems, as depicted in the attached figure, without advance, express written permission from the DEP.
 - Excavations at the Site which have been approved by the DEP and are completed beneath the cover system marker layer must be conducted in accordance with the "Post-Closure Cover System Maintenance and Soil Management Plan" prepared by Ransom Consulting, Inc., dated March 4, 2015, and under the guidance and oversight of an Environmental Professional. These excavation activities will require the preparation of a health and safety plan. Upon completion of excavations, the cover system must be repaired and restored to its original condition (as determined by the DEP and/or an Environmental Professional).
 - The property may be used for industrial and/or commercial purposes, and not be used for residences, schools, childcare facilities, or long-term care facilities without prior DEP permission.
 - Nothing in this Environmental Covenant shall limit or be construed to affect the installation, maintenance, repair, removal, or replacement of municipal water, utility, sewer, communication or electrical lines or infrastructures nor to affect private on-site connections to any of them, unless the activity requires excavation in the cover system area, as defined on the attached figure. If the activities identified herein this paragraph require excavation in the cover system area, aforementioned conditions and notification requirements apply.

4. Agency and Holder. DEP is an environmental agency with enforcement authority pursuant to the UECA and is the only Holder of the Environmental Covenant granted in this Declaration.
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 its successors and assigns, including any transferee acquiring or owning any right, title or interest in the Property, and all those acting by and through, or under any of them forever. The term "transferee" as used in this paragraph shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners in fee simple, mortgagees, easement holders, lessees and lien holders. By the acceptance of a deed of conveyance of all or any part of the Property or any interest therein, whether or not the deed shall so express, all successors, assigns and transferees shall be deemed to have accepted the Property subject to the restrictions contained herein and shall be deemed bound by, obligated to comply with, and otherwise subject to the restrictions herein and this Environmental Covenant.
6. Representation of Ownership and Encumbrances. By its execution hereof, Grantor hereby represents that it is the sole owner in fee 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 Property, 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 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 prohibited 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 FRANKLIN COUNTY REGISTRY OF DEEDS ON JULY 13, 2015, IN BOOK 3746, PAGE 172, 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 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 of Wilton, Maine
Attention: Rhonda Irish
158 Weld Road
Wilton, ME 04294

To DEP:

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

12. 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.
13. Amendment or Termination by Consent. The terms and conditions herein may not be amended or terminated except by a written instrument duly executed by Grantor, the owner of the Property at the time of the amendment or termination, and DEP or its successor in legal function, which instrument shall be duly recorded in the Franklin County Registry of Deeds.
14. Petition to Modify. Grantor or current owner of the Property may petition the DEP to modify or remove some or all of the covenants, restrictions, agreements and obligations herein. The burden is upon the party seeking DEP approval of the modification 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 modify 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.

15. 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 Wilton Tannery.
16. Governing Law. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
17. 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 hazardous substances.
18. 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.
19. Recording. Grantor shall cause this Declaration to be duly recorded in the Franklin County Registry of Deeds within thirty (30) days after the date of the last required signature on this Declaration, and shall, within thirty (30) days thereafter, provide DEP with a copy of such recorded Declaration, duly certified by the Register of Deeds.

EXHIBIT __

Plan of Property, *{insert street address & town/city}* Maine

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 WILTON, MAINE

By: Rhonda L. Irish
Name: Rhonda L. Irish
Title: Town Manager

STATE OF MAINE
Franklin COUNTY, ss.

The above-named Rhonda L. Irish personally appeared before me this 28 day of July, 2015 in his/her capacity as Town Manager and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of Town of Wilton.

[Signature]

Notary Public

DIANE L. DUNHAM

Printed Name

My Commission Expires: June 23, 2019

SEAL

ACKNOWLEDGED AND AGREED TO BY:
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Melanie L. Lajoie
Name: Melanie Lajoie
Title: Bureau Director, BRWM
Dated: August 6, 2015

STATE OF MAINE
KENNEBEC COUNTY, ss.

The above-named Melanie Lajoie personally appeared before me this 6th day of August, 2015 in his/her capacity as Bureau Director 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.

Laura L. Gay
Notary Public
Laura L. Gay
Printed Name
My Commission Expires: 9/24/2015

