

# REQUEST FOR LETTERS OF INTENT

## Maine Natural Resource Conservation Program

### Letter of Intent Package

May 24, 2023

Maine Department of Environmental Protection



The Nature Conservancy in Maine



US Army Corps of Engineers  
New England District



**US Army Corps  
of Engineers ®**

**Contact:**  
**Bryan Emerson**  
**Mitigation Program Manager**  
**The Nature Conservancy**  
[bryan.emerson@tnc.org](mailto:bryan.emerson@tnc.org)

<http://mnrcp.org/>

# Request for Letters of Intent

## Maine Natural Resource Conservation Program

### Background

The Maine Natural Resource Conservation Program (MNRCP) was created to help compensate for unavoidable impacts to protected aquatic resources in the State of Maine by funding the restoration, enhancement, preservation, and creation of similar resources. The program manages the allocation of funds collected through the State's In-Lieu Fee Compensation Program, a voluntary program that allows entities impacting natural resources, primarily wetlands, to make a payment directly to the Maine Department of Environmental Protection (MDEP) as an alternative to the traditional compensatory mitigation process. Fees collected by MDEP are deposited into separate funds based on the biophysical regions in which the impacts occurred (see Appendix A for a map of regions and Appendix B for a listing of funds available in each region). Funds are then awarded, through a competitive grant process, to projects that provide compensation for development impacts. The funds and the MNRCP grant process are administered by The Nature Conservancy in Maine (TNC) in coordination with MDEP and the U.S. Army Corps of Engineers (Corps).

### Request for Letters of Intent

MNRCP is requesting Letters of Intent for wetland restoration, enhancement, preservation, or creation projects in each of the seven biophysical regions in the state. Public agencies, tribes, non-profit conservation organizations, soil and water conservation districts, and Maine municipalities are all eligible to apply for funding.

In 2023, MNRCP will be prioritizing funding for projects that include wetland restoration and/or enhancement. These projects are likely to score and rank higher than "preservation only" projects and will have a better chance of receiving funding. Restoration and enhancement projects more directly address MNRCP goals to offset impacts to natural resources and better address state and federal "no net loss" mitigation policies by replacing and enhancing the wetland functions and values lost to development. Projects proposing acquisition of lands that conserve aquatic resources and associated upland buffers (i.e., "preservation only") are still eligible for MNRCP funding; however, if they do not contain habitats that are difficult to restore or enhance (thereby making preservation a more appropriate mitigation strategy), those preservation projects are less likely to receive funding.

### Application Process

To be eligible to receive MNRCP funding, a project applicant must first submit a Letter of Intent. **All Letters of Intent must be submitted online at <http://mnrcp.org/> and all submissions must be received by 5:00 pm on Wednesday, June 28, 2023.** Detailed instructions are available online.

The Letter of Intent is comprised of:

1. An online Summary Form that outlines the proposed project, including the location, budget, and a brief description of the proposed project; and
2. A map of the project location.

Letters of Intent are screened by staff from MDEP, TNC, and the Corps to determine if the project meets MNRCP's core requirements to be eligible for MNRCP funds. If so, applicants will be invited to submit full proposals and will be notified by mid- to late-July, 2023. For the complete timeline for the upcoming grant cycle, see Appendix D. A list of frequently asked questions is provided in Appendix E.

**NOTE:** In 2023, MNRCP will be prioritizing funding for restoration and enhancement projects. Applications for "preservation only" projects are still eligible for funding; however, projects may not be invited to submit full proposals if they do not protect specific resources or habitat types that are difficult or impossible to restore. Examples of these projects may include sites with known vernal pools, mapped Inland Waterfowl and Wading Bird Habitat, marsh migration potential, or rare species habitat. MNRCP encourages projects that include both preservation *and* restoration or enhancement.

### **Full Proposal Review Process**

If a project meets the criteria to be eligible for MNRCP funds, applicants will be invited to submit full proposals. Full proposals will require more detailed information than the Letter of Intent, including additional maps, photos, and conceptual designs, if applicable. Full proposals will be due September 7, 2023. Full proposals are evaluated by a multi-agency Review Committee, chaired by MDEP, that includes representatives from the Corps, Maine Department of Inland Fisheries and Wildlife (MDIFW), Maine Department of Marine Resources (MDMR), Maine Department of Transportation (MDOT), Maine Natural Areas Program (MNAP), U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (USEPA), and Maine Audubon. Note that the MNRCP Review Criteria has been revised for 2023 and is available in Appendix C. The revised Review Criteria provides a specific scoring advantage for restoration/enhancement projects, as well as additional criteria for climate change and habitat resiliency and environmental justice and equity.

The Review Committee will review full proposals and make funding recommendations to the Approval Committee, or Interagency Review Team, which makes final allocation decisions. The Approval Committee, co-chaired by MDEP and the Corps, includes representatives from the Maine Department of Agriculture, Conservation and Forestry, MDIFW, MDMR, USFWS, USEPA, and the National Marine Fisheries Service. TNC administers the review process and is responsible for ensuring that approved funds are awarded and that projects are executed after award. TNC does not vote as part of either committee on which proposals are considered or approved for funding. For more information about the proposal review process, please visit <http://mnrpc.org/about/> or contact [bryan.emerson@tnc.org](mailto:bryan.emerson@tnc.org).

### **Special Considerations**

While MNRCP is designed to review and approve prospective projects through a process similar to other state and federal grant programs, *it remains a compensatory mitigation program that must comply with relevant state and federal regulations*. As such, there are several aspects of this program that should be considered fully before a potential applicant submits a Letter of Intent:

- **Restoration and enhancement projects will be prioritized for funding in 2023** and will likely score and rank higher than preservation-only projects. MNRCP adheres to the mitigation hierarchy utilized by MDEP and the Corps under their regulatory programs, in which mitigation projects are prioritized in the following order: restoration, enhancement,

preservation, and creation. While preservation-only projects reduce the threat of future impacts, preservation alone does not replace lost functions and values. Preservation-only projects may still be eligible for MNRCP funding but must preserve aquatic resources that are difficult or impossible to restore or enhance, including known vernal pools, mapped IWWH, marsh migrations sites, or rare species habitat.

- **For restoration and enhancement projects, consultation with qualified professionals is strongly recommended.** MNRCP recommends consultation with wetland consultants, engineers, or other qualified restoration practitioners to appropriately scope the feasibility of a project, to accurately estimate projects costs, and to design a successful restoration project. Note that the costs for consultants to assist with restoration site identification, project design, implementation, construction oversight, and long-term monitoring can all be funded by MNRCP.
- **Invasive species management** to protect aquatic resources is eligible for MNRCP funding as part of a project's long-term management and stewardship costs. Projects requesting MNRCP funds for invasive species management as part of long-term management will be required to complete an invasive species control plan as part of their long-term management plan. However, please note that *invasive species management is not considered restoration or enhancement by MNRCP*, and projects proposing no conservation activities other than invasive species management are not likely to be invited to submit a full proposal.
- **MNRCP-funded projects must be conserved in perpetuity, if possible.** Applicants awarded funds from MNRCP are required to sign a Project Agreement and are usually required to record a Notice of that agreement with the local land records office where the funded project takes place. For samples of these documents, see Appendix F. Note, for projects in marine or subtidal environments, long-term legal protection may not be possible. These projects are still encouraged to apply, but applicants are encouraged to contact MNRCP prior to submitting a Letter of Intent. Long-term protection arrangements do not necessarily need to be finalized prior to submission.
- **Conservation easements can be funded by MNRCP** but must prohibit any activities that would adversely affect the protected natural resources, and must provide third party enforcement rights for MDEP and the right of entry for MDEP and the Corps. The specific provisions required for inclusion in conservation easements are described in Appendix F.
- **Timber harvesting is not prohibited on parcels funded by MNRCP; however, the inclusion of timber harvesting in a project proposal may affect the scoring and ranking of the proposal.** Federal mitigation policy prohibits MNRCP from generating mitigation credit for areas that may be subject to timber harvest. Therefore, the inclusion of timber harvesting in a proposal will reduce the potential credits that a proposed project may generate. For a project to be approved and funded by MNRCP with portions of the property available for timber harvest, several conditions must be met to provide protection of aquatic resources and their buffers. Refer to the MNRCP Property Use Guidelines document available at <http://mnrcp.org/about> (see "Additional Resources" section at bottom of web page).
- **Active property uses, including habitat management or recreational activities,** must not compromise the health or function of the natural resources that MNRCP is charged to protect. Projects that contemplate active habitat management, recreational activities, or other active property uses must comply with MNRCP requirements for protecting aquatic

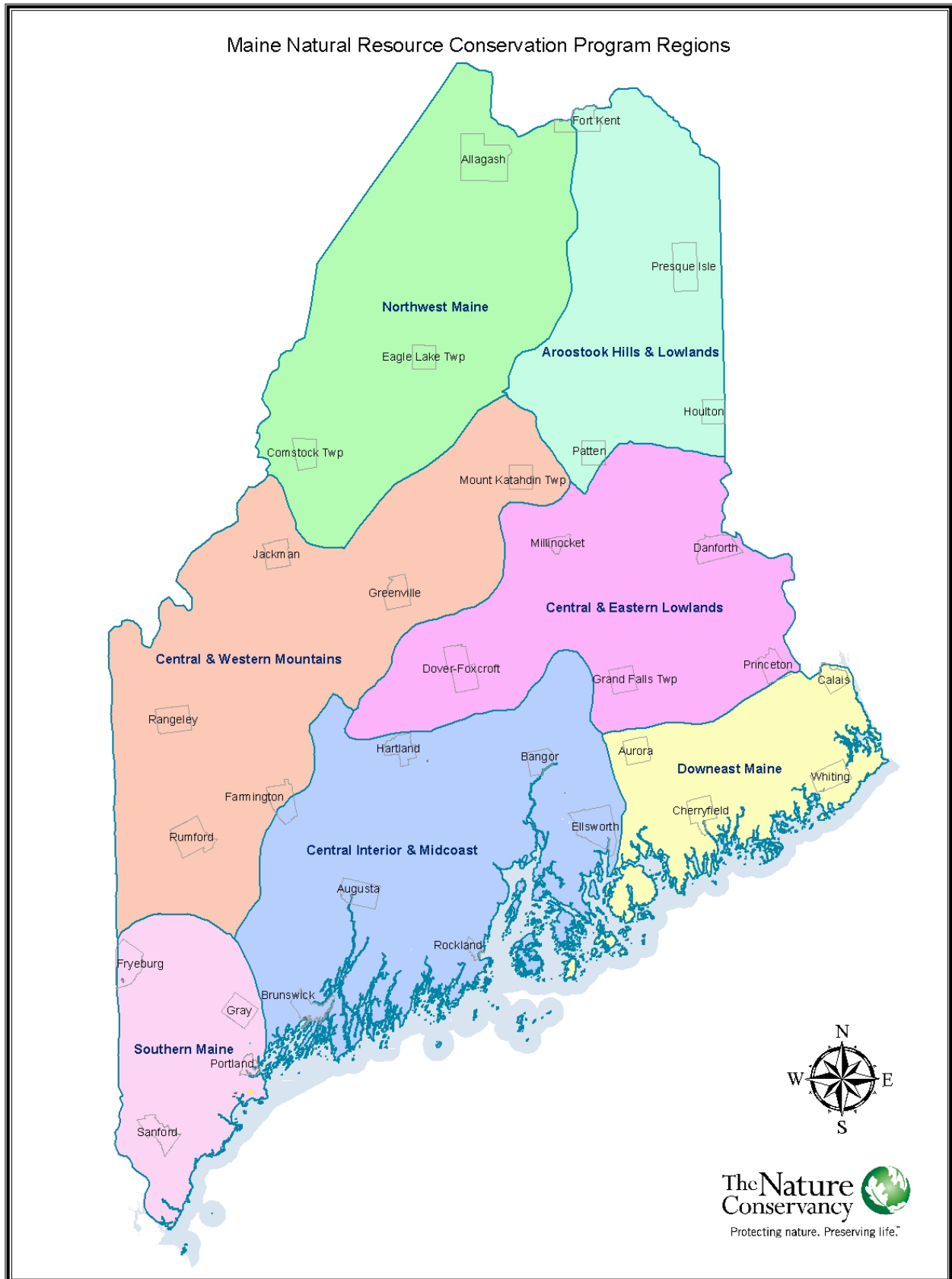
resources and riparian buffers. Applicants will be asked to describe any proposed activities as part of a full proposal, and indicate where they will occur on a map, so their compatibility can be evaluated as part of the review process. Active management generally is not allowed in aquatic resource areas and associated riparian buffers. Projects proposing less active management, or no active management, will generally be more competitive. Refer to the MNRCP Property Use Guidelines document available at <http://mnrpc.org/about> (see “Additional Resources” section at bottom of web page).

- **MNRCP funds may not be eligible to match some federal funding sources.** According to the federal Mitigation Rule, federally funded aquatic resource restoration or conservation projects undertaken for purposes other than compensatory mitigation cannot be used for the purpose of generating compensatory mitigation credits. Additionally, some federal funding programs do not allow the use of mitigation funds as match (MNRCP funds are considered mitigation funds). Please consult with MNRCP and/or the other funding sources if you are uncertain about the matching requirements for a particular grant program.
- **MNRCP funds may be combined with funds from the Land for Maine’s Future (LMF) program.** MNRCP and LMF have finalized a Memorandum of Understanding that allows for the combination of the two funding sources for the same project. Please note, however, that these programs have different goals and requirements and not every project will be a good fit for both programs. If you are considering use of both MNRCP and LMF funds on the same project, please reach out to staff at both programs to discuss potential compatibility.
- **Projects involving multiple parcels with different owners must submit multiple Letters of Intent.** MNRCP does not accept single proposals for multiple parcels under different ownership unless a clear and convincing case can be made for why the different transactions are linked (e.g., one landowner formally negotiating on behalf of two separate owners).

Please review the Frequently Asked Questions provided in Appendix E for additional guidelines and considerations for MNRCP projects.

# Appendix A

## Map of Biophysical Regions



## Appendix B

### Funds Available by Biophysical Region

The funds listed below are those currently available in each biophysical region at the time of this notice. For a current listing of funds available, please visit: <http://mnrcp.org>. Also included are the Priority Resource Type(s) in each region, which are the resources that have been prioritized for restoration, enhancement, and preservation within each region.

<b>MNRCP Region</b>	<b>Amount</b>	<b>Priority Resource Type</b>
Aroostook Hills and Lowlands	\$316,557	Freshwater wetland Emergent; Freshwater wetland Forested; Freshwater wetland scrub-shrub; Vernal pool critical terrestrial habitat
Central and Eastern Lowlands	\$306,493	Freshwater wetland Emergent; Vernal pool critical terrestrial habitat
Central and Western Mountains	\$1,559,107	Freshwater wetland Emergent; Freshwater wetland Forested; Freshwater wetland Scrub-Shrub; Inland waterfowl & wading bird habitat; Vernal pool; Vernal pool critical terrestrial habitat
Central Interior and Midcoast	\$2,399,759	Coastal wetland Estuarine subtidal; Coastal wetland Marine subtidal; Freshwater wetland Emergent; Inland waterfowl & wading bird habitat; Vernal pool; Vernal pool critical terrestrial habitat
Downeast Maine	\$88,205	Coastal wetland Marine intertidal; Coastal wetland Marine subtidal; Vernal pool critical terrestrial habitat
Northwest Maine	\$34,451	Freshwater wetland Scrub-shrub
Southern Maine	\$2,111,938	Coastal wetland Marine intertidal; Coastal wetland Marine subtidal; Freshwater wetland Emergent; Freshwater wetland Unconsolidated Bottom
<b>TOTAL:</b>	<b>\$6,816,511</b>	

## **Appendix C**

### **MNRCP Review Criteria**

MNRCP proposals are each given a score out of a potential total of 100 points, based on the point ranges listed for each criterion below. The criteria are designed to give a scoring advantage to restoration and enhancement projects, as these projects more directly address state and federal mitigation goals of “no net loss” of wetland functions and values. However, preservation-only projects are still permitted and there is no minimum score that must be achieved to receive funding.

#### **1. Restoration / Enhancement: 0 – 20**

Assesses the extent to which the project restores or enhances aquatic resources and addresses state and federal “no net loss” mitigation policies. Projects proposing only preservation would receive zero points in this category. Considerations include:

- The project will restore and/or enhance aquatic functions and values and will return the site to its previous, unimpacted state or provide additional or improved resource functions and values.
- Applicant has demonstrated overall long-term viability or natural sustainability of the restoration or enhancement components. A project that will naturally maintain itself without active intervention is preferred.
- Restoration or enhancement goals are clear, precise, and achievable with corresponding monitoring and adaptive management plans commensurate with the level of restoration or enhancement on-site.
- The methods to achieve the goals are clear and have demonstrated effectiveness. Conceptual plans should exhibit the proposed goals and objectives.
- The project uses a sound technical approach, including intended use of Best Management Practices (BMP’s) and restoration standards (e.g., Stream Smart and CoastWise).
- Restoration area has adequate natural/habitat buffers (e.g., upland migration areas, riparian buffers).
- Long-term protection of the project site is in place or will be in place, if possible. If not possible (e.g., in subtidal areas or in-stream habitat), a mechanism/plan for long-term maintenance is included as part of the project.
- The functional lift provided by the restoration work is greater than the impacts associated with the work.
- For projects that include both restoration/enhancement and preservation, consider the relative costs proposed for both efforts. If a significant portion of the funds are used for the restoration work with significant resource gains, more points may be awarded in this category. If the majority of funds are used for preservation, fewer points should be awarded.

#### **2. Existing and Proposed Conditions: 0 – 20**

Assesses the specific habitats and resources on the project site and the program requirement that the project site include high quality and high functioning habitat and aquatic resources.

Considerations include:

- The site has of a mix of aquatic resources and intact, upland areas.



- The site has natural resources of significant value and/or rarity within the project site boundaries, including:
  - Rare or exemplary natural community types.
  - Habitat that supports, or has the potential to support, Rare, Threatened or Endangered (RTE) species and/or Species of Greatest Conservation Need
  - Significant Wildlife Habitat, such as Tidal or Inland Waterfowl and Wading Bird Habitat, Significant Vernal Pools, Deer Wintering Areas, Shorebird Nesting, Feeding and Staging Areas, or Seabird Nesting Islands.
- The site is relatively free of invasive species or, if present, invasive species are not significantly degrading the functions of the resources on site and a control plan is in place or will be in place.
- Historic land use should be considered to determine potential for contamination or other environmental factors
- For preservation projects, sites with recent and/or extensive resource or habitat disturbance should score at the low end of the scale.
- For restoration projects, if proposed restoration will improve recent disturbance, projects may score at the higher end of the scale.

### **3. Landscape / Seascape Context: 0 – 15**

Assesses the extent to which the proposal meets the core program requirement to consider the location of a potential project relative to statewide focus areas for land conservation, priority aquatic habitat watersheds for stream restoration and conservation, priority habitat preservation areas identified by a state agency, or other regional or municipal conservation areas.

Considerations include:

- The site is within or adjacent to habitat areas of statewide conservation significance (e.g., Beginning with Habitat Focus Areas, MDIFW/DMR aquatic habitat priority watersheds) or areas of regional conservation significance.
- The site is within or adjacent to public or private conservation lands to maintain and preserve habitat connectivity.
- The site is proximate to permitted impact sites.
- For restoration projects, projects on protected land with adequate habitat buffers, regardless of proximity to other conservation areas, should score higher in this category.
- The project addresses one or more regional conservation objectives as outlined in the MNRCP Compensation Planning Framework.

### **4. Credit Value: 0 – 10**

Assesses the credits that the project will generate relative to the cost of the overall project.

Considerations include:

- The project will generate wetland and/or stream credits commensurate with the funds provided.
- The resources being restored, enhanced, or protected compensate in-kind for those that have been impacted within the biophysical region.
- The site does not include any management activities that will reduce credit generation (e.g., timber harvesting, open field maintenance), or if included, the project will still generate sufficient credits to justify the cost.

## **5. Level of Threat: 0 – 10**

Assesses the extent to which the project site is under threat of adverse impact from development or other activities. Considerations include:

- Preservation-only projects must demonstrate a clear threat to resources which will likely occur if the parcel is not put under conservation protection (e.g., local development pressures, existing or past development plans for the site, in an area of potential mineral extraction, etc.).
- The natural resources on-site are under threat of adverse modification from sea level rise, extreme flooding, or other factors.
- Projects with meaningful restoration and enhancement components should score toward the high end by default since the threat aspect is not a requirement.

## **6. Climate Change and Habitat Resiliency: 0 – 10**

Assesses the extent to which the project will be resilient to the effects of climate change and/or help to mitigate the potential impacts of climate change in the future. Considerations include:

- The project site demonstrates resiliency to the expected impacts of climate change, particularly the ability to maintain species diversity and ecological function. Consider the site's landscape diversity, microclimates, local connectedness, and presence of under-represented habitats that support biodiversity.
- For restoration/enhancement projects, proposed activities will increase carbon sequestration and/or storage, increase the ability of the site to capture and filter stormwater, or provide other solutions to reduce the effects of climate change.
- The site provides opportunity for salt marsh migration resulting from sea level rise.
- The project area provides habitat, or improves habitat conditions, for species that are particularly vulnerable to climate change.

## **7. Environmental Justice and Equity: 0 – 5**

Assesses the extent to which the project addresses environmental justice and equity concerns. Considerations include:

- The applicant is a member of a socially or economically disadvantaged community or represents an under-resourced community.
- The project site is within or adjacent to land managed by Indigenous tribes in Maine and/or the project will provide access for Indigenous tribes for cultural uses.
- The project site is in close proximity to socially vulnerable or underserved communities, including those that have historically borne disproportionate impacts of commercial and industrial development.
- The project site is identified in screening tools (e.g., Climate and Economic Justice Screening Tool, Headwaters Economics Neighborhoods at Risk tool, EPA EJScreen) as being located within a disadvantaged community that is subject to environmental, climate, health, or other socioeconomic burdens.
- The project improves the climate change resiliency of the surrounding community (e.g., reduced flooding, improved emergency vehicle access).

## **8. Readiness and Sponsor Capacity: 0 – 5**

Assesses the extent to which the proposal demonstrates project readiness, capacity of the sponsor to carry out the project, and the likelihood of project success. Considerations include:

- The project has a qualified, capable sponsor willing to manage and/or maintain the project (e.g., land trust, municipality, state/federal agency, tribe, etc.).
- The applicant has the ability and capacity to complete the proposed restoration work plan and/or long-term management plan and provide monitoring, management, and stewardship of the project site.
- The project includes adequate budget to manage the project site long-term.
- For restoration projects, the project team includes qualified members with experience completing similar projects.
- The project includes additional funding or match funding.
- The project has support from the municipality in which it is located.

## **9. Other: 0 – 5**

- The project provides value beyond ecological assets, including scenic/aesthetic, recreation, economic activity, job creation, educational opportunities, or other contributions to “Quality of Place”.

## Appendix D 2023 MNRCP Proposal & Award Timeline

Stage	Deadline
Request for Letters of Intent released	May 25, 2023
<b>Letter of Intent Deadline</b>	<b>June 28, 2023</b>
Letter of Intent review	July 2023
Full Proposals invited	Mid-July, 2023
Project site visits	July-August, 2023
<b>Full Proposal Deadline</b>	<b>September 7, 2023</b>
Review Committee evaluates proposals	September-October, 2023
Review Committee meeting ( <i>internal calibration</i> )	Early October, 2023
Review Committee meeting ( <i>public invited</i> )	Early November, 2023
Approval Committee meeting ( <i>public invited</i> )	November 15 or 16, 2023
Awards announced and grant process begins	Late-November 2023

## **Appendix E**

### **Frequently Asked Questions**

#### **Q. Does MNRCP require matching funds?**

A. No, matching funds are not required. Applicants can apply for up to 100% of project funding from MNRCP. However, additional funds from applicants and other partners are viewed favorably and may help projects score better in the review process.

#### **Q. Can MNRCP funds be used as non-federal match?**

A. It depends on the federal program. Some federal funding programs (such as North American Wetlands Conservation Act [NAWCA], Community Forest Program, and National Coastal Wetland Conservation Grants) do not allow the use of mitigation funds as non-federal match. National Fish and Wildlife Foundation (NFWF) also does not allow the use of mitigation funds as match. MNRCP funds are considered mitigation funds and are therefore not allowed to be used as non-federal match for some programs. MNRCP funds may also be considered federal funds, depending on the source of the funds paid into the program. However, MNRCP may be eligible to fund a restoration project on properties previously acquired with funds from these federal programs. We recommend you contact the federal grant program you are considering for more information.

#### **Q. Can MNRCP funds be combined with Land for Maine's Future (LMF) funds?**

A. Yes. MNRCP and LMF recently signed a Memorandum of Understanding that allows for the use of both funding sources for a single project. However, MNRCP and LMF have different program goals and the ability to combine both funding sources will be project specific. Some projects may not be compatible with both funding sources depending on the site details and proposed land uses. If a project sponsor is contemplating requesting funding from both programs, we recommend talking with representatives from each program before the funding rounds begin to identify potential incompatibilities early on.

#### **Q. Can MNRCP funds be used for culvert replacements or fishways to improve fish passage?**

A. Projects that are solely focused on fish passage (e.g., fish ladders, nature-like fishways, etc.) are generally not supported by MNRCP. While MNRCP has provided funding in the past for a limited number of fish passage projects, the Corps and MDEP have determined that, moving forward, all such projects must restore broader ecological benefits to river and stream systems (beyond passing fish), and provide some measures to ensure the permanence of the work (not necessarily requiring preservation). As a compensatory mitigation program, MNRCP must award funds to projects that result in conservation outcomes for aquatic resources that have been impacted by permitted development activities. Currently, MNRCP is not accepting payments into the program for stream impacts. However, recent legislation will allow for stream impact projects to pay into the program, which may result in more funding being available for more stream focused projects in the future. Culvert replacement projects are generally uncommon but may be funded if the project demonstrates restoration or enhancement of wetland functions and

values beyond just passing fish. Dam removal and culvert removal projects are eligible for funding and are encouraged.

**Q. Can MNRCP funds be used to reimburse the costs of a prior land acquisition?**

A. No, MNRCP funds cannot be used for reimbursement of costs for land that is currently owned by a conservation entity.

**Q. Can MNRCP funding be used to cover stewardship and long-term monitoring costs?**

A. Yes, but the funds need to be restricted to the parcel/project relevant to the MNRCP application and award and must be deemed reasonable by MNRCP reviewers.

**Q. Can costs to obtain state and federal permits for restoration work be included in the budget?**

A. Yes. Federal, state, and/or local permits may be required for certain restoration and enhancement projects and costs to prepare permit applications can be included in the MNRCP project budget. Please note, however, that MNRCP restrictions may be different than what is allowed by permit; therefore, consultation with MNRCP is recommended prior to seeking permits from regulatory agencies.

**Q. Can fees for consultants to prepare project plans/designs be included in the budget?**

A. Yes, however, the design fees must be for a project for which you are currently seeking funding to implement. You cannot apply for MNRCP funding for the design phase of a project only. The design and implementation costs must be included in the same application.

**Q. Are complete design/engineering plans required for the proposal phase for restoration projects?**

A. No, but proposals should include at least a conceptual or preliminary plan to describe the proposed work.

**Q. Can MNRCP provide a list of qualified consultants for wetland restoration work?**

A. MNRCP cannot specifically recommend a consultant or contractor. You can find a Directory of Environmental Consultants on the Maine Association of Wetland Scientists website ([www.mainewetlands.org](http://www.mainewetlands.org)). A link to the directory is provided in the “Quick Links” section of the home page. A list of consultants is also available on the Maine Land Trust Network website (<https://www.mltn.org/resources/consultants/>).

**Q. How much wetland and/or upland is required on a preservation-only project? All wetland? All upland? A combination?**

A. There is no set rule, but successful projects generally protect both wetlands and an upland buffer. Projects that protect areas under demonstrable threat (i.e., accessible from roads, within potential development areas, under threat from some activity other than development, etc.) will score higher. A parcel that is almost all wetland may not be scored as well by MNRCP reviewers since wetlands have a level of protection under state and federal law and the threat of direct impact to them is less. Additionally, upland buffers are important to maintain the integrity of aquatic resources by providing protection from secondary and indirect impacts and are

considered an important part of preserving these resources. Conversely, a parcel that is almost all upland may not score well either. MNRCP is ultimately a wetland mitigation program and funds for the program are intended to preserve wetland resources and their buffers. Projects that are predominantly upland will not be viewed as favorably as those with a mix of wetlands and uplands.

**Q. Is timber harvesting allowed on parcels protected with MNRCP funds?**

A. Timber harvesting may be allowed in uplands on parcels acquired with MNRCP funds; however, due to federal mitigation policy, MNRCP cannot take mitigation credit for any areas where timber harvesting is proposed to be conducted on the property. Therefore, the inclusion of timber harvesting in a project proposal will affect the scoring and ranking of the project during review. For a project to be approved and funded by MNRCP with portions of the property available for future timber harvest, the following conditions are required.

- Timber harvesting must not occur in the following locations: in forested wetlands or mapped Inland Waterfowl and Wading Bird Habitat; within at least 100' of any mapped wetland, stream, open water body; or within at least 250' of mapped vernal pools.
- Outside of the no-cut areas described above, timber harvesting within larger riparian buffers should conform to the MNRCP Riparian Habitat Management Guidelines available at <http://mnrcp.org/about> (see “Additional Resources” section at bottom of web page).
- Timber harvesting may only occur within areas of upland forest that are accessible from existing roads that do not impact protected natural resources.
- Timber harvesting may not occur within rare or exemplary natural communities and ecosystems or within rare plant populations or their specified buffers as identified by the Maine Natural Areas Program (MNAP). Buffer sizes may be determined in consultation with MNAP.
- The project site must contain both wetland resources and no-cut upland areas sufficient to generate mitigation credits. The ratio of mitigation credits generated per unit of MNRCP cost is considered by MNRCP reviewers and a higher credit per cost ratio generally leads to a higher project score.
- Timber harvesting in approved upland areas will be performed with the overall goals of sustainable harvesting, mimicking natural disturbance patterns, and enhancing fish and wildlife habitat and climate resiliency. A forest management plan is required and will be reviewed by MNRCP reviewers.

MNRCP reviewers will review each project individually to determine if timber harvesting is appropriate based on the existing site conditions. Even if a project meets the conditions outlined above, MNRCP reviewers may still determine that timber harvesting is not suitable on a particular parcel and may prohibit it as a condition of the MNRCP award.

Note that specific management activities to address invasive species, pest/disease outbreak, or safety concerns are not considered “timber management” for the purposes of MNRCP and are generally allowed, provided they are reviewed and approved in the project’s long-term management plan.

**Q. Is public access/recreation allowed on parcels obtained with MNRCP funds?**

A. Yes, access for low-impact recreational uses such as hiking, hunting, and fishing is allowed (but not required), as long as the recreational uses, trails and any other infrastructure do not negatively impact natural resources or significantly disturb associated upland buffers being protected with MNRCP funds. Overnight camping and fires, however, are generally not allowed.

**Q. Is vehicle access allowed on MNRCP parcels?**

A. Vehicle access for maintenance or stewardship purposes is generally allowed on existing roads if they do not impact protected natural resources. The construction of new roads is strongly discouraged but may be considered on a case-by-case basis if they do not impact resources and buffers. Removal of roads through wetlands and removal of stream and wetland crossing structures is encouraged and could potentially be funded by MNRCP.

**Q. Are appraisals, surveys, environmental assessments, and other due diligence required to be completed prior to submitting an MNRCP application?**

A. No, a complete appraisal, survey, purchase and sale agreement, or environmental assessment is not required to be completed for the application process. However, if these items are complete and included in the application, it may increase the “Project Readiness” score for the project. If funds are awarded for a preservation project, appraisals must be completed within one year of closing. Environmental assessments must be completed within 180 days of closing. A formal land survey is required, but older surveys may be permitted if they have been confirmed recently by a licensed surveyor.



**Appendix F**  
**Sample MNRCP Project Agreement**

*Example for a Maine-based non-profit completing a project that includes fee acquisition of a property and subsequent restoration work.*

**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:** \_\_\_\_\_, a non-profit corporation organized and existing under the laws of the State of Maine (Cooperating Entity).

**Project Name and Location:** \_\_\_\_\_ in the Town of \_\_\_\_\_, \_\_\_\_\_ County, Maine (Project).

**Premises Covered by this Agreement:** Certain property located at \_\_\_\_\_ in \_\_\_\_\_, Maine, containing \_\_\_\_\_ acres, more or less, and shown on the map attached as Exhibit B (Premises).

**Description of Project:** \_\_\_\_\_

**Project Cost:**

Maine Natural Resource Conservation Program (MNRCP) Contribution: \$ \_\_\_\_\_

Other Project Cost: \$ \_\_\_\_\_

**Management and Use of Premises:** No later than \_\_\_\_\_, the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and the Corps, a long-term Management Plan for the Premises that includes a detailed description of long-term management needs, the annual cost estimates to address them, and a funding mechanism to meet those needs. The approved long-term Management Plan, as it may be amended from time to time by Agreement of the Cooperating Entity, TNC, DEP and the Corps, shall be kept on file in the offices of TNC. All use of the Premises shall be in accordance with the long-term Management Plan. Without limiting the generality of the foregoing, the Cooperating Entity agrees that [*proposed active property uses*] shall be conducted in such a manner as to avoid and/or minimize any disturbance to wetland habitat and buffers or habitat for sensitive species.

**Work Plan (for projects with restoration or enhancement activities):** No later than \_\_\_\_\_, the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and the Corps, a detailed restoration and enhancement Work Plan, which includes a monitoring plan, following guidelines to be provided by TNC (based on the Corps' Mitigation Guidance document). Upon such approval, the Cooperating Entity shall fully implement such plan.

**Term of Monitoring Obligations (for projects with restoration or enhancement activities):** The term of the Cooperating Entity's monitoring obligations, as more particularly described in General Provisions Section H, shall commence on the effective date of this Agreement and terminate, upon approval from DEP and the Corps, five years following the completion of all restoration or enhancement activities set forth in the Work Plan, described below (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 \_\_\_\_\_.

**Payment:** TNC shall pay the MNRCP Contribution as follows:

- a. \$ \_\_\_\_\_ will be paid to the Cooperating Entity following TNC’s receipt and approval of the documents listed in General Provisions Section D and closing on the acquisition of the Premises and
- b. \$ \_\_\_\_\_ will be paid to the Cooperating Entity following completion of the restoration work [for restoration projects] and following TNC, DEP, and the Corps’ receipt and approval of the Work Completion Report and/or Management Plan.

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 Project Boundary Map
- Exhibit C Form of Notice of Project Agreement

In witness whereof, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by their duly authorized representatives.

**THE NATURE CONSERVANCY**

**COOPERATING ENTITY**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**STATE OF MAINE**  
**Department of Environmental Protection**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Commissioner

**Sample MNRCP Project Agreement**  
**EXHIBIT A**  
**GENERAL PROVISIONS**

The Cooperating Entity specifically recognizes that the Project creates an obligation to acquire, restore, use, and/or maintain the Premises consistent with Title 38 M.R.S. Section 480-Z, 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, or the Corps 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. CLOSING PROCEDURES FOR PROJECT FUNDING AND ACQUISITION:** No funds shall be disbursed under this Agreement prior to TNC receipt and approval of photocopies of the following:

1. The fully executed purchase and sale agreement for the Premises or conservation easement therein;
2. Current appraisal (completed within one year of closing) of the Premises or conservation easement that supports the purchase price;
3. Current environmental assessment of the Premises (completed within 180 days of closing), evidencing no environmental factors which negatively affect the conservation or fair market value of the Premises;
4. Property survey with geographic coordinates showing that a) the boundaries of the Premises are not in dispute, and b) there are no encroachments that would interfere with the use of the Premises for their intended purposes under this Agreement;
5. Current title insurance commitment;

6. For fee acquisition, the final deed draft; and for conservation easements, the final easement draft, together with a copy of the current owner's deed;
7. Executed Notice of Project Agreement, in the form attached hereto as Exhibit C;
8. An original counterpart of an escrow letter provided by TNC for receipt and disbursement of funds at closing, which has been countersigned by the Cooperating Entity's approved closing agent;
9. Draft settlement statement indicating proposed disbursement of funds.

Closing funds shall be delivered to an escrow agent approved by TNC prior to Closing to be disbursed in accordance with the settlement statement upon recording of the deed or conservation easement.

In addition, within 45 days following the recording of documents, the Cooperating Entity shall provide TNC and DEP with copies of the recorded deed or conservation easement, the recorded Notice of Project Agreement, the signed settlement statement, and the owner's title insurance policy.

**E. REQUIRED CONSERVATION EASEMENT LANGUAGE:** If the Project includes a conservation easement, such easement shall contain substantially the following provision:

"The Grantors hereby grant to the State of Maine, Department of Environmental Protection ("DEP") the same inspection and enforcement rights as are granted to the Holder under this conservation easement. However, the Holder acknowledges that the Holder shall be primarily responsible for the enforcement of this easement, and understands that DEP does not, by this provision, take on any obligation to enforce this easement. The Holder agrees that, if DEP shall determine that the Holder is failing in such enforcement, DEP may, in its discretion, give notice of such failure to the Holder and the Grantors, and if such failure to enforce is not corrected by the Holder within 30 days thereafter, DEP may exercise, in its own name and for its own account, all the rights of enforcement granted to the Holder under this Easement."

**F. USE AND MAINTENANCE OF PREMISES:** The Cooperating Entity agrees that the Premises 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, in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z, and in accordance with the Management Plan for the Premises.

**G. 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).

**H. 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.

**I. 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, following guidance provided by TNC. The Cooperating Entity shall send the report annually, not later than December 1<sup>st</sup> of each year, to: (a) the ILF Administrator, Bureau of Land Resources (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.

**J. 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.

**K. LOBBYING AND POLITICAL CAMPAIGNING:** The Cooperating Entity shall not use any portion of funds transferred under this Agreement to engage in any lobbying activities. 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.

**L. 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, any conservation easement purchased pursuant to this Agreement and any applicable laws.

**M. 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, or, if the interest being acquired is a conservation easement, any amendment or termination thereof, the Cooperating Entity 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.

**N. NOTICE OF PROJECT AGREEMENT:** Prior to payment of any funds hereunder, the Cooperating Entity shall submit to TNC, for its approval, a notice of project agreement, substantially in the form attached hereto, and shall record such notice with the local land records

office.

**O. CONDEMNATION:** In the event of condemnation of any or all of the Premises, the DEP, by and through its Maine Natural Resource Conservation Program or another fund designated by the DEP and TNC, shall receive a share of the proceeds of such condemnation received by the Cooperating Entity, based on the MNRCP proportion of the total cost of the Project, namely \_\_\_\_\_ percent (\_\_\_\_%).

**P. 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 including, but not limited to, the right to require that the Cooperating Entity transfer title to the Premises to the DEP or a successor designated by the DEP under such terms and conditions as the court may require. 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's fees.

**Q. MEDIA ANNOUNCEMENTS:** The DEP, TNC 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.

**R. 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 or the Premises. 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.

**S. TERMINATION:** TNC shall have the right to terminate this Agreement for any reason upon 30 days prior written notice to the Cooperating Entity, 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, entering into a binding purchase and sale agreement to purchase the Premises or 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.

**T. CONFLICTS OF INTEREST:** Prior to the commencement of any work under this Agreement, the Cooperating Entity shall have executed and delivered to TNC a Conflict Inquiry Form regarding potential conflicts of interest, in a form provided to the Cooperating Entity by TNC. If any material misrepresentation in the Conflict Inquiry Form is discovered during the term hereof, TNC may elect to declare this Agreement null and void and any payments hereunder not yet expended shall be promptly returned to TNC.

**U. 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.

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

**W. COUNTERTERRORISM, ANTI-MONEY LAUNDERING AND ECONOMIC**

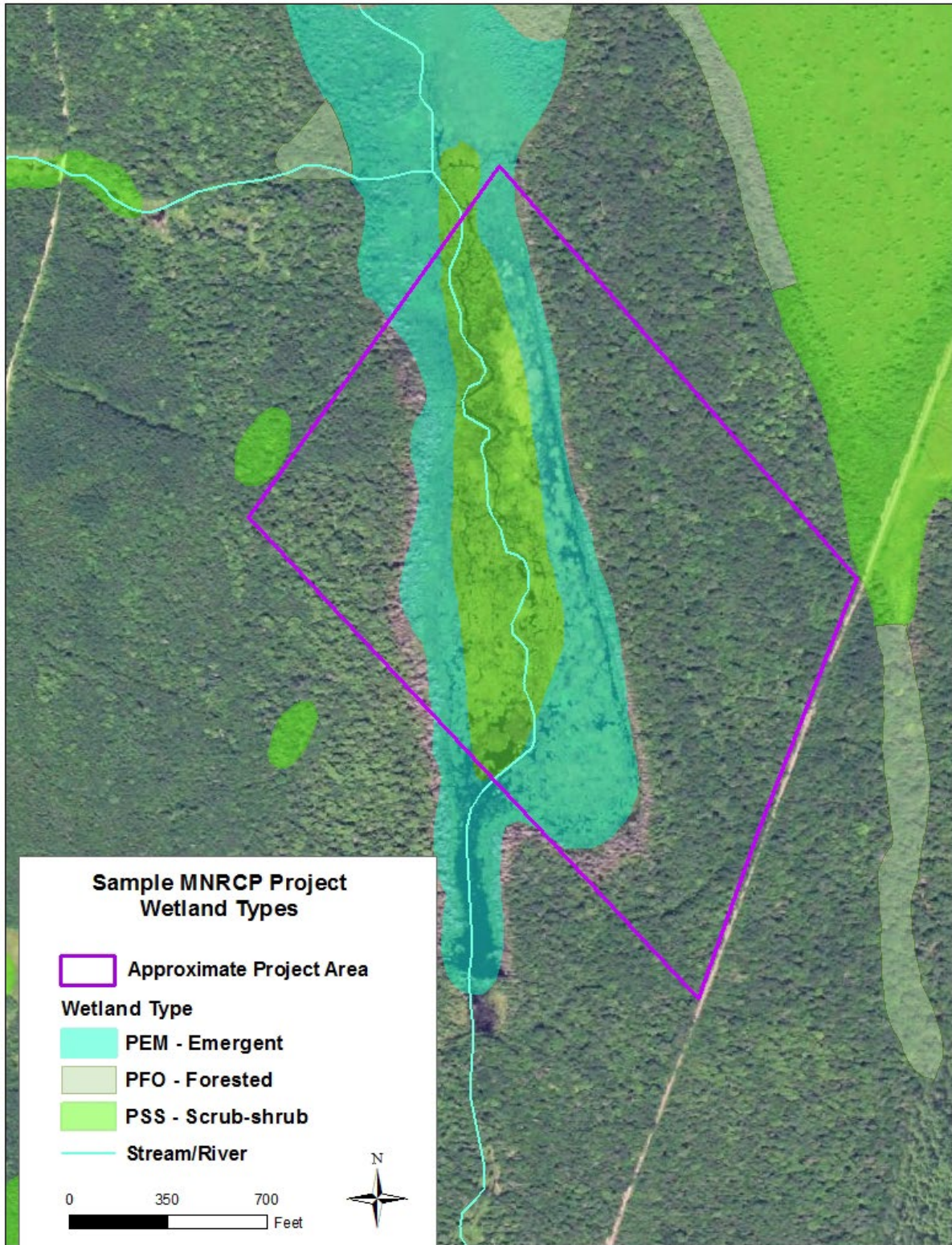
**SANCTION LAWS:** Cooperating Entity certifies that, to the best of its knowledge, Cooperating Entity and its subsidiaries, principals and beneficial owners, if any:

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.

**X. NON-PARTICIPATION IN TAX-AVOIDANCE TRANSACTIONS:** The Cooperating Entity warrants that it shall not use the funds to acquire the Premises in a transaction that constitutes a "listed transaction" under IRS Notice 2017-10 or that violates Land Trust Alliance (LTA) Practice 10C4. If the Cooperating Entity will acquire the Premises from an entity that intends to take an income tax charitable deduction related to the conveyance, the Cooperating Entity shall promptly notify TNC and shall provide TNC with evidence of compliance with this paragraph at least ten (10) business days prior to closing. If TNC determines, in its reasonable discretion, that the transaction constitutes a "listed transaction" or violates LTA Practice 10C4, TNC shall not be obligated to deliver funds to the Cooperating Entity. This paragraph applies to the Cooperating Entity, regardless of whether it is accredited by the Land Trust Accreditation Commission (LTAC).

*Sample MNRCP Project Agreement*  
**EXHIBIT B**  
**PROJECT MAP**





*Sample MNRCP Project Agreement*  
**EXHIBIT C**  
*Form to be used for NOTICE OF PROJECT AGREEMENT*

**MAINE NATURAL RESOURCE CONSERVATION PROGRAM**  
**“ \_\_\_\_\_ PROJECT”**

The **COOPERATING ENTITY** (the “Owner”) is the owner of certain real property located in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, more particularly described in the **Exhibit A** attached to this Notice (the “**Protected Property**”).

The Owner has acquired the Protected Property with funds received from The Nature Conservancy pursuant to a Maine Natural Resource Conservation Program Project Agreement between The Nature Conservancy (“TNC”), the State of Maine, Department of Environmental Protection (“DEP”), 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 and acquisition of the Protected Property, 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 this 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 Cooperating Entity under state or federal law. In addition, the Owner confirms that in the event of condemnation of any or all of the Protected Property, it shall pay to the DEP, by and through its Maine Natural Resource Conservation Program, presently estimated at \_\_\_\_\_ and \_\_\_\_\_-tenths percent (\_\_\_\_.\_\_\_\_%) of the eminent domain proceeds paid to the Owner.

**IN WITNESS WHEREOF**, the Owner has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

COOPERATING ENTITY

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

Its: \_\_\_\_\_

STATE OF  
COUNTY OF

On this \_\_\_\_ day of \_\_\_\_\_, 2023, 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: \_\_\_\_\_