

PUBLIC ACCESS EASEMENT

ROBEY VENTURES, LLC f/k/a BROLAW VENTURES, LLC, a Maine limited liability company with a mailing address of 40 Gunstock Road, Scarborough, Maine 04074 (the “Grantor”), hereby grants to the **INHABITANTS OF THE TOWN OF CASCO**, a municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 635 Meadow Road, Casco, Maine 04015 (the “Grantee”), certain public, perpetual, and non-exclusive rights and easements to enter with persons, vehicles and equipment upon certain portions of the Grantor’s property, which property is identified on the Town of Casco Assessor’s Map 49 as Lot 23, being more particularly described in a deed from John R. Littlefield and Littlefield Enterprises, LLC to Grantor dated February 3, 2011 and recorded in the York County Registry of Deeds in Book 28500, Page 54 (the “Grantor’s Land”). Specifically:

Such portions of Grantor’s Land being depicted as the gravel ramp, concrete boat ramp, and the dock immediately adjacent thereto on **Exhibit A** attached hereto and incorporated herein (hereinafter, the “Easement Area”), for the public to pass, repass, and temporarily remain for the purposes of accessing Thompson Lake with watercraft and removal of watercraft from said Thompson Lake.

The rights granted to Grantee herein shall further include the right to expand the size of the above-describe boat ramp *horizontally*, but not to include the right to expand the length of said boat ramp, upon reasonable written notice to and confirmation from Grantor, which shall not be unreasonably withheld.

The rights granted to Grantee herein shall further include the right of the public to pass, repass, and remain on and over the Grantor’s Land in order to access the Easement Area to the extent reasonably necessary in connection with the exercise of the rights granted to Grantee herein.

The rights granted to Grantee herein shall further include the right to cut down, eliminate, modify or trim trees, vegetation or roots within the Easement Areas to the extent they may, in the judgment of Grantee, interfere with Grantee’s exercise of the rights granted herein. Grantee shall make reasonable efforts to notify Grantor in advance of the exercise of the rights set forth in this paragraph.

Grantee shall be solely responsible for the maintenance, repair and replacement of the gravel ramp, concrete ramp, and dock within the Easement Area, except as otherwise provided by law, ordinance, or regulation.

Reserving to Grantor, and its successors and assigns, the use and enjoyment of the Easement Area for all purposes not inconsistent with, and not materially interfering with, the uses thereof by Grantee for the purposes herein described, provided, however, that Grantor shall not construct or maintain any buildings, fences, walls, stonework, utilities, equipment, structures or other improvements within the Easement Area without the prior written consent of Grantee.

Grantee shall, following the completion of any work within the Easement Areas that disturbs the surface of the land, restore the same to substantially the condition existing prior to the undertaking of such work.

The rights and easements granted herein, and the terms and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, and this Easement and the terms hereof shall run with Grantor's Land.

Grantee, its successors and assigns, agree to indemnify and hold harmless Grantor, its successors and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or enforcing this indemnity or Public Access Easement, including reasonable attorneys' fees) incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising out of, or in connection with, the Public Access Easement granted to Grantee, its successors and assigns, or the exercise by Grantee, its successors and assigns, of the rights granted by this Public Access Easement or the breach or violation of the terms hereof by Grantee.

Nothing in this Public Access Easement shall not be interpreted to waive or otherwise limit the immunity or limitations of liability available to the Grantee under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., under 14 M.R.S. § 159-A, or as otherwise available by law.

{Signature page follows}

IN WITNESS WHEREOF, this instrument has been executed in the name of Robey Ventures, LLC f/k/a Brolaw Ventures, LLC as of the _____ day of _____, 2025.

ROBEY VENTURES, LLC f/k/a BROLAW VENTURES, LLC

Witness

By:
Its:

STATE OF MAINE
COUNTY OF _____, SS. _____, 2025

Personally appeared the above-named _____, in their capacity as _____ of Robey Ventures, LLC f/k/a Brolaw Ventures, LLC and acknowledged the foregoing instrument to be their free act in said capacity and the free act and deed of said Robey Ventures, LLC.

Before me,

Notary Public/Maine Attorney-at-Law

Print name: _____

My commission expires: _____

EXHIBIT A

