

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Inhabitants of the Town of Casco (the “Town”), Hello Doggie, LLC (“Hello Doggie”), Shannon Oliver d/b/a Hello Doggie Daycare (“Oliver” and, together with Hello Doggie, the “Tenant”), and Migis Lodge Realty, LLC (the “Owner”) (collectively, the “Parties”). The Agreement shall be effective as of the date of the last signature thereon (the “Effective Date”).

WHEREAS, Owner owns property located at 90 Roosevelt Trail in Casco, Maine, being more particularly identified on the Tax Maps of the Town of Casco as Map 15, Lot 14 (the “Property”);

WHEREAS, Tenant currently leases the Property from Owner pursuant to a lease dated November 20, 2021;

WHEREAS, Tenant has been operating a kennel on the Property;

WHEREAS, the Town issued a notice of violation dated October 24, 2022, asserting that a kennel was not a permissible use of the Property under the Town of Casco Code (the “Code”), and demanding that such use of the Property cease (the “Alleged Violation”);

WHEREAS, the Town filed a Rule 80K action in Bridgton District Court on or around May 22, 2023, captioned *Inhabitants of the Town of Casco v. Hello Doggie, LLC, et al.*, Case No. BRIDC-CV-2023-77 (the “Lawsuit”);

WHEREAS, Tenant has stated an intent to seek an amendment to the Code that would permit the use of the Property as a kennel;

WHEREAS, the Parties, without the admission of liability by any Party, desire to settle and compromise the claims and controversies among them relating to the Alleged Violation and the Lawsuit;

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual promises, agreements, covenants, and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby AGREED that the controversy shall be settled and compromised upon the following terms and conditions:

1. **Petition for Zoning Amendment:** On or before August 18, 2023, Tenant shall file a petition, proposing a warrant article to amend the Code. The Town shall follow all applicable Code requirements with respect to such a submitted petitioned warrant article, including without limitation the provisions of Section 215-3.3.

2. **Temporary Operation Period:** Tenant shall be permitted to continue operation of the kennel on the Property in its current form until August 18, 2023. If, on or before August 18, 2023, Tenant submits a valid petition, signed by at least the number of registered voters required by 30-A M.R.S. § 2522, for an amendment to the Code that would permit operation of a kennel on the Property, which signatures are thereafter certified by the Town, then Tenant may continue to operate the kennel on the Property until 30 days after the vote takes place on such petitioned warrant article at the next scheduled town meeting. The result of the vote will determine whether Tenant may continue to operate the kennel as of 30 days after the Town Meeting. During these periods of temporary operation, Tenant shall not be permitted to take on any new customers or additional dogs.

3. **Dismissal of Lawsuit Upon Adoption of Amendment:** In the event that any petitioned warrant article filed in accordance with Paragraph 1 above is adopted by the voters of the Town at the next scheduled town meeting, the Parties shall dismiss the Lawsuit with prejudice and without costs to any party. Should there subsequently be a final and binding

determination by a court of competent jurisdiction that the amendment to the Code is invalid for any reason, the Town shall not be precluded by such dismissal of the Lawsuit from asserting that use of the Property as a kennel after the date of such determination is a violation of the Code.

4. Dismissal or Consent Judgment Following Failure of Amendment:

(a) In the event that (i) Tenant fails to submit a petitioned warrant article by August 18, 2023, or (ii) Tenant submits a petition that is ineffective due to the submittal of an insufficient number of certified signatures of registered voters of the Town or due to any other reason, then, within 30 days of the date on which the Tenant fails to submit a petition or of the date on which the petition is determined to be ineffective for any reason, Tenant shall cease to operate the kennel business on the Property.

(b) If the petitioned warrant article fails to be adopted at the next scheduled town meeting, Tenant shall cease to operate the kennel business on the Property within 30 days of the date of said town meeting.

(c) If Tenant complies with the obligations of Paragraphs 4(a) and/or 4(b), the Parties shall dismiss the Lawsuit with prejudice and without costs, except that Tenant shall reimburse the Town for its costs of bringing the Lawsuit, including but not limited to reasonable attorney's fees, within 30 days of demand. If the Tenant fails to so reimburse the Town, the Town is authorized to file the Consent Judgment attached hereto as Exhibit A.

(d) If Tenant fails to comply with the obligations of Paragraphs 4(a) and/or 4(b), the Town and/or Owner are authorized to file the consent judgment attached hereto as Exhibit B.

(e) In no event shall Tenant's keeping of its own dogs, not for compensation, be considered a violation of the Code.

(f) Nothing in this Paragraph 4 or elsewhere in this Agreement shall be construed to waive or alter the Owner's rights under its lease with Tenant, including without limitation its right to collect any and all rents due under the lease.

5. **Release by Town:** The Town, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Tenant and the Owner, along with their agents, representatives, employees, attorneys and any and all persons or entities in privity with any of the foregoing (collectively, "Defendant Releasees"), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys' fees, whether known or not known, suspected or claimed, that Town ever had, now has, or that may later develop, appear or accrue against the Defendant Releasees arising out of or related to the Lawsuit or the Alleged Violation, except to the extent set forth in this Settlement Agreement.

6. **Release by Tenant:** Tenant, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Owner, together with any subsidiaries, parents, affiliates, owners, officers, directors, agents, fellow agents, representatives, employees, attorneys, insurers, and any and all persons or entities in privity with any of the foregoing (collectively, "Owner Releasees"), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys' fees, whether known or not known, suspected or claimed, that Tenant ever had, now has, or that may later develop, appear or accrue against the Owner Releasees arising out of or related to Alleged Violation, the Property, or the Lawsuit.

7. **Release by Owner:** The Owner, together with its agents, fellow agents, representatives, assigns, attorneys, and any and all persons or entities in privity with them, do hereby release, cancel, acquit, relinquish, and forever discharge the Town, along with their agents, representatives, employees, attorneys and any and all persons or entities in privity with any of the foregoing (collectively, “Town Releasees”), from claims, demands, causes of action, damages, liabilities, expenses, fees and costs, including attorneys’ fees, whether known or not known, suspected or claimed, that Owner ever had, now has, or that may later develop, appear or accrue against the Town Releasees arising out of or related to the Lawsuit or the Alleged Violation, except to the extent set forth in this Settlement Agreement.

8. **Integration Clause:** The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting settlement of the claims released herein. This Agreement supersedes all prior agreements, arrangements and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed jointly by all of the Parties. All representations and promises made by any party to another, whether in writing or orally, are understood by the Parties to be merged into this Agreement.

9. **Duplicate Originals; Authority:** The Agreement may be executed in duplicate counterparts, each of which is considered an original for all purposes. Electronic copies of this agreement and/or its duplicative counterparts shall be considered an original for all purposes.

10. **Additional Warranties:**

A. The Parties warrant that no promise or agreement not herein expressed has been made; that the Parties did not rely upon any statement or representation made by any other Party to this Agreement or by said Party’s agents, servants, employees or attorneys,

but relied solely upon its own judgment with advise of legal counsel that the above-mentioned consideration is received in full compromise, settlement and satisfaction of all the aforesaid claims and demands whatsoever; no promise for other or further consideration has been made; that the consideration expressed herein is the sole consideration for this Agreement; and such consideration is contractual and not a mere matter of recital.

B. In entering into this Agreement, the Parties represent that they have the full right, power, and authority to execute, deliver and perform under this Agreement; that this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; that no consent, approval, authorization, or notice to or from any person or entity is required or necessary for this Agreement's execution or performance, except that this Agreement shall not be considered binding as to the Town unless and until the same is approved by a vote of the Town of Casco Selectboard; and that no party has assigned, conveyed, or otherwise transferred any claims, causes of action, or rights arising out of or in any way based upon the subject matter of this Agreement.

C. The Parties have made such investigation as they deem necessary and declare that the terms of this Agreement are fully understood and voluntarily accepted by them. This Agreement is freely and voluntarily executed by the Parties after each has been apprised of all relevant information pertaining thereto and after expressly indicating that no further information is required in order to provide informed consent to the terms and conditions of this Agreement.

D. The Parties agree that the provisions of this Agreement are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates
acknowledged below.

Inhabitants of the Town of Casco, by
Anthony Ward, its Town Manager

Dated: _____

Hello Doggie, LLC, by
Shannon Oliver

Dated: _____

Shannon Oliver

Dated: _____

Migis Lodge Realty, LLC, by
Jed Porta, General Manager

Dated: _____