

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (“License”) is by and between the Town of Falmouth, a Maine municipal corporation having a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter, the “Town”) and **ROBERT D. BRUCE**, having a mailing address of P.O. Box 66795, Falmouth, ME 04105 (the “Licensee”).

RECITALS

WHEREAS, Licensee owns property at or near 17 East Ramsdell Road in the Town of Falmouth, Cumberland County, Maine, being described in a deed to Licensee dated January 11, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11791, Page 250 (the “Licensee’s Property”); and

WHEREAS, certain improvements were constructed by Licensee’s predecessor(s) in title within the right-of-way of East Ramsdell Road in Falmouth, rather than on the Licensee’s Property, and Licensee has requested from the Town a revocable license to use and maintain such improvements, and the Town has agreed to grant such license on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF LICENSE.** Effective as of the date hereof, the Town hereby releases to Licensee a revocable, non-exclusive license to use and maintain the existing walkway, retaining wall, cherry tree and driveway (collectively, the “Improvements”) located within the public right-of-way known as East Ramsdell Road (hereinafter, the “Premises”) and depicted on the plan entitled “Boundary and Topographic Survey” prepared by Sebago Technics for Land Design Solutions, dated April 25, 2023, as subsequently revised and recorded in said Registry of Deeds in Plan Book _____, Page _____ (the “Plan”). The Improvements, as depicted on the Plan, shall not be modified, expanded or relocated. Licensee agrees to accept this License and the rights granted herein “as is” without warranty or representation by Town, either express or implied, as to the ownership of the Premises or its condition, and subject to all encumbrances, easements, zoning laws and other matters affecting the Premises including, without limitation the easement to the Town dated January 13, 1969 and recorded in said Registry of Deeds in Book 3116, Page 711, relating to a sewer pipe or pipes and related appurtenances (the “Easement”). The Town makes no representations or warranties as to the adequacy of the Premises for the intended use by Licensee and assumes no obligation to maintain, improve or alter the Improvements or the Premises in any way. This License is personal to the Licensee, and the rights granted herein may not be assigned by Licensee except to successor owners of the Licensee’s Property, and Licensee shall provide written notice to the Town within thirty (30) days after such assignment.

2. **ADDITIONAL TERMS.** Licensee shall not make any use of the Premises other than as expressly set forth herein, nor shall Licensee make or allow any use of the Premises which is improper, offensive, or constitutes a nuisance. Licensee shall notify the Town in writing prior

to the commencement of work to maintain or repair the Improvements on the Premises, and all work performed by Licensee and its contractors shall be done at Licensee's cost and in compliance with all applicable local, state and federal laws, ordinances, rules, orders, regulations, permits and approvals. During the term hereof, Licensee shall maintain the Improvements within the Premises in a good, orderly and safe condition, free from hazardous conditions, and shall dispose of its trash and debris off site at its cost. Licensee assumes liability for any damage to the Improvements. In no event shall the Town be liable for damage to the Improvements, whether resulting from the Town's action or inaction or for any other reason, nor shall the Town be required to maintain, repair or replace the Improvements. Licensee and its heirs and assigns shall be responsible for any damage to the Premises resulting from or arising from any work performed by Licensee or its contractors hereunder and shall promptly reimburse Town for all reasonable costs to repair the same. These obligations shall survive expiration or termination of this License.

For the avoidance of doubt, the Town reserves all rights to use and maintain the Premises, in its sole discretion, including, but not limited to, the right to alter slopes and outfalls to address drainage and slope stability.

3. **TERM; EXPIRATION.** The term of this License shall commence on the date this License is executed by the Town, and shall terminate on the date that is one (1) year after such commencement date (the "License Term"), unless sooner terminated in accordance with the terms and conditions hereof. Provided that Licensee is not in default of any covenant, agreement or obligation contained in this License during the License Term or any subsequent renewal term, and Town has not exercised its right to terminate and revoke this License as set forth herein, this License shall automatically renew for one (1) year and for successive one (1) year terms (the "Renewal Terms" and each individually a "Renewal Term") upon the same terms and conditions applicable during the License Term.

Notwithstanding the foregoing, upon removal of all of the Improvements for any reason, this License will automatically terminate. To the extent only some of the Improvements are removed, this License shall automatically terminate as to the Improvement(s) removed.

4. **DEFAULT.** If Licensee defaults in the performance of, or compliance with, any of the agreements, terms, covenants or conditions in this License, the Town shall have, in addition to any specific rights and remedies set forth herein, all legal rights and remedies available at law or in equity, and the Town shall be entitled to recover from Licensee reasonable attorney's fees, costs, interest, penalties and all other costs and expenses incurred by the Town in enforcing the provisions of this License.

5. **REVOCATION.** Notwithstanding anything to the contrary in this License, the Town shall have the right to terminate this License and revoke the rights granted to Licensee herein, with or without cause, by written notice thereof to Licensee. In the event of revocation or termination of this License for any reason, Licensee hereby consents to the Town's recording of notice of such termination in the Cumberland County Registry of Deeds.

6. **REMOVAL/MODIFICATION OF IMPROVEMENTS.** If at any time during term of this License the Town determines, in its sole discretion, that there is existing or threatened harm to East Ramsdell Road, any public utility infrastructure, or any surrounding property from the Improvements, the Town shall have the right to either (a) remove or modify all or any portion

of the Improvements, without notice and at the Town's cost, and the Town shall have no responsibility for loss or damage resulting therefrom or (b) to require, by written notice to the Licensee, that the Licensee remove all or a portion of the Improvements, at Licensee's sole cost, within a certain period of time, which shall not be less than one hundred twenty (120) days after the date of such written notice, unless the Town determines, in its sole discretion, that for reasons relating to access, health or safety, a lesser time period is reasonably necessary. If the Licensee fails to perform such work within the time prescribed by the Town's notice, the Town may, without further notice, cause the Improvements to be removed at the Licensee's expense, and the Licensee shall reimburse the Town for all reasonable costs incurred by the Town for such removal, within thirty (30) days of receipt of a written invoice therefor. The rights and obligations set forth in this Section 6 shall survive the expiration or earlier termination of this License.

7. **INSURANCE.** During the term of this License, and any Renewal Term, Licensee and its contractors will maintain workers' compensation insurance to the extent required by law, as well as comprehensive general liability insurance in such amounts as the Town may reasonably require, covering the activities hereunder. The Town shall be listed as an additional insured on all liability insurance policies and Licensee shall provide copies of evidence of such insurance prior to the commencement of any entry onto the Premises to use or maintain the Improvements.

8. **INDEMNIFICATION.** Licensee acknowledges and agrees to exercise this License and use the Premises at Licensee's own risk and peril. Further, Licensee, on behalf of itself and its heirs and assigns, hereby agrees to indemnify, defend, and hold harmless the Town, its officers, employees, agents, successors and assigns, from and against any and all liability, damage, penalties, actions, suits, claims, expenses, or judgments whatsoever of every name and nature incurred or suffered in consequence of bodily injury to any person (including death) or damage to any property, arising directly or indirectly out of or relating to the Improvements, the use of the Premises hereunder by Licensee and its contractors or other third parties claiming through Licensee, any liens or encumbrances against the Premises arising from the Licensee's work pursuant to this License, and any breach by Licensee of its obligations hereunder. All obligations of Licensee set forth in this Section 8 shall survive the expiration or earlier termination of this License.

9. **NO LIMITATION OR WAIVER.** Nothing herein shall be deemed a limitation or waiver of any defenses, immunities or limitations of liability or damages available to the Town under the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq., other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Town.

10. **NOTICES.** All notices and other communications authorized or required hereunder shall be in writing to the Town at Town Hall in Falmouth, Maine, to the attention of the Town Manager, or to Licensee, or successor owners, at the mailing address shown in the Town of Falmouth tax assessing records for the owner of the Licensee's Property, and shall be either delivered in person or sent by certified mail or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, and any such notice or other communication shall be deemed to have been given when so delivered or two (2) days after so mailed to the party to whom such notice or other communication shall be addressed.

11. **MISCELLANEOUS.** Subject to the express terms hereof, this License shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, successors and

assigns, and the obligations of Licensee hereunder shall run with the Licensee's Property. Headings are for convenience only and shall not affect the construction hereof. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law. This License shall be governed by the laws of the State of Maine. This License shall not be altered or modified except by an instrument duly executed by the parties hereto and recorded in the Cumberland County Registry of Deeds. No waiver by the Town at any time, express or implied, of any breach of any provision of this License shall be deemed a waiver of a breach of any other provision of this License or a consent to any subsequent breach of the same or any other provision. This License was approved by the Falmouth Town Council at a duly held meeting on March 25, 2024 and contains the entire and only agreement between the parties with regard to the subject matter hereof, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. Licensee agrees and acknowledges that the relationship between the parties hereto is that of licensor and licensee only, and that this License does not constitute a lease or otherwise create a landlord and tenant or other relationship between the Town and Licensee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Town and Licensee have set their hands and seals as of the dates set forth below.

LICENSOR:

TOWN OF FALMOUTH

Witness

By: _____
Nathan A. Poore
Its Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2024

Personally appeared the above-named Nathan A. Poore, Town Manager for the Town of Falmouth and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Falmouth.

Before me,

Notary Public/Attorney at Law

Printed name: _____

My commission expires: _____

LICENSEE:

Witness

Robert D. Bruce

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2024

Personally appeared the above-named Robert D. Bruce, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law

Printed name: _____

My commission expires: _____