

KENDALL AND LINDA BURFORD

November 1, 2010

Amy K. Tchao, Esq.
DRUMMOND WOODSUM & MacMAHON
84 Marginal Way, Suite 600
Portland, Maine 04101-2480

Re: Robert F. Almeder et al v. Town of Kennebunkport et al
Docket No: RE-09-111

Dear Attorney Tchao:

Enclosed please find a copy of our Answer, Defenses and Cross Complaint in the above referenced matter, which was filed with the York County Clerk's Office on October 27, 2010.

Sincerely,


Kendall Burford

KB/ps

1 STATE OF MAINE
2 YORK, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-09-111

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4
5 ROBERT F. ALMEDER and VIRGINIA S. ALMEDER)

6 et al.,)

7 Plaintiff,)

8 vs.)

9 TOWN OF KENNEBUNKPORT and ALL PERSONS WHO)

10 ARE UNASCERTAINED,)

11 Defendant

Answer, Defenses and Cross Complaint of
Defendants Linda W. Burford and
Kendall Burford

12
13
14 NOW COME Defendants, Linda W. Burford (also known as Linda Doe) and Kendall
15 Burford (hereinafter referred to as "Defendants") hereby answers the Plaintiff's
16 Complaint as follows:

17 1. Defendants admit the allegations contained in Paragraph 1 of Plaintiffs'
18 Complaint.

19 2. Defendants neither admit nor deny the allegations contained in Paragraph
20 2 of Plaintiffs' Complaint and calls upon the Plaintiff to prove same.

21 3. Defendants deny the allegations contained in Paragraph 3 and calls upon
22 the Plaintiff to prove same.

23 4. Defendants deny the allegations contained in Paragraph 4 and calls upon
24 the Plaintiff to prove same.

25 5. Defendants neither admit nor deny the allegations contained in Paragraph
26 5 of Plaintiffs' Complaint and calls upon the Plaintiff to prove same.

27 6. Through 27. Defendants neither admit nor deny the allegations contained
28 in Paragraphs 6 through 27 of Plaintiffs' Complaint which allege they are owners of
29 certain properties and calls upon the Plaintiff to prove the same.

30 28. Defendants admit the allegations of Paragraph 28 of Plaintiffs'
31 Complaint.

1 29. Defendants are without knowledge of all unknown people who might have a
2 claim to the use of the beach.

3 30. Defendants deny the allegations of Paragraph 30 of Plaintiffs' Complaint.

4 31. Defendants deny the allegations of Paragraph 31 of Plaintiffs' Complaint
5 but do acknowledge there are high and low tides at Goose Rocks Beach.

6 32. Defendants neither admit nor deny the allegations in Paragraph 32 of
7 Plaintiffs' Complaint and calls upon the Plaintiff to prove same.

8 33. Defendants neither admit nor deny the allegations in Paragraph 33 of
9 Plaintiffs' Complaint and calls upon the Plaintiff to prove same.

10 34. Defendants deny the allegations of Paragraph 34 of Plaintiffs' Complaint.

11 35. Defendants deny the allegations of Paragraph 35 of Plaintiffs' Complaint.

12 36. Defendants neither admit nor deny the allegations of Paragraph 36 of
13 Plaintiffs' Complaint and call upon the Plaintiff to prove same.

14 37. Defendants neither admit nor deny the allegations of Paragraph 37 of
15 Plaintiffs' Complaint and call upon the Plaintiff to prove same.

16 38. Defendants agree that the Kennebunkport Conservation Trust owns lots;
17 Defendants further claim that the entire beach and areas are open for public use.

18 39. Defendants deny the allegations of Paragraph 39 of Plaintiffs' Complaint
19 and calls upon the Plaintiff to prove same.

20 40. Defendants deny the allegations of Paragraph 40 of Plaintiffs' Complaint
21 and calls upon the Plaintiff to prove same.

22 41. Defendants deny the allegations of Paragraph 41 of Plaintiffs' Complaint
23 and calls upon the Plaintiff to prove same.

24 (a.) Defendants deny the allegations of Paragraph 41 (a) of Plaintiffs'
25 Complaint and calls upon the Plaintiff to prove same.

26 (b.) Defendants deny the allegations of Paragraph 41 (b) of Plaintiffs'
27 Complaint and calls upon the Plaintiff to prove same.

28 (c.) Defendants deny the allegations of Paragraph 41 (c) of Plaintiffs'
29 Complaint and calls upon the Plaintiff to prove same.

30 (d.) Defendants deny the allegations of Paragraph 41 (d) of Plaintiffs'
31 Complaint and calls upon the Plaintiff to prove same.

1 (e.) In reference to Exhibit 24 the Defendants deny any inference that the
2 Town has refused to act properly in support of the beach in accordance with the law.

3 42. Defendants deny the allegations of Paragraph 42 of Plaintiffs' Complaint
4 and calls upon the Plaintiff to prove same.

5 43. Defendants deny the allegations of Paragraph 43 of Plaintiffs' Complaint
6 and further state that they have obtained the right to use all portions of the Upper
7 Beach, Dry Sand and the Intertidal Zone by open and notorious use for over 20 years
8 and that it was a beach open to the public use.

9 44. Defendants deny the allegations of Paragraph 44 of Plaintiffs' Complaint
10 and further state that the town has established a right to use the Intertidal and Dry
11 Sand area of the beach by use consistent with and not separate from the private use by
12 the individuals.

13 Complaint of Linda W. Burford

14 45. Plaintiff Linda W. Burford re-affirms all answers in Paragraphs 1 through
15 46 and incorporates them by reference herein.

16 46. Plaintiff Linda W. Burford is without knowledge of what the Selectmen
17 have said. Plaintiff further states that the public has established an Easement By
18 Prescription over the Intertidal and Upper (Dry Sand) area by walking, sitting,
19 picnicking, etc. on said Dry Sand and use of said area for over 20 years.

20 47. Plaintiff Linda W. Burford says that she has achieved an Easement by
21 Prescription by using the Intertidal Area and Dry Sand area for over 20 years.

22 48. Plaintiff Linda W. Burford denies the allegations of Paragraph 50 of
23 Plaintiffs' Complaint and calls upon the Plaintiff to prove same.

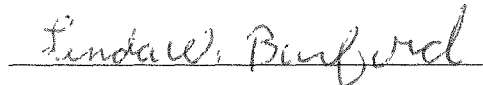
24 49. Plaintiffs Linda W. Burford and Kendall Burford deny the allegations of
25 Paragraph 51 of Plaintiffs' Complaint and further state that the use of Goose Rocks
26 Beach by her family for over 100 years beginning with the purchase of the property in
27 1903 by Mabel Doe and Judge Orestes T. Doe.

28 50. The Plaintiff Linda W. Burford has used the Dry Sand and intertidal area
29 of the beach since 1942.

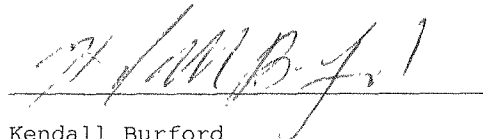
30 51. The Plaintiff Linda W. Burford lives at Goose Rocks Beach at 1 New
31 Biddeford Road.

- 1 b) The establishment of an Easement By Prescription over the entire Dry Sand
2 and Intertidal area by use under claim of right for over 20 years.
3 c) Plaintiffs Almeder, et al be dismissed as against Kendall and Linda W.
4 Burford.
5 d) Plaintiffs Almeder, et al be restrained from bothering, harassing, and in
6 otherwise interfering with the public's use of the beach.
7

8 Dated:

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10 Linda W. Burford
11 Property Owner of
12 5 New Biddeford Road and
13 1 New Biddeford Road,
14 Kennebunkport, Maine

15 

16 Kendall Burford
17 Property Owner of
18 5 New Biddeford Road and
19 1 New Biddeford Road,
20 Kennebunkport, Maine

21 We certify that on this 27th day of October, 2010 a copy of the foregoing answer was
22 forwarded to all counsel of record.

23 Kendall and Linda W. Burford
24 1 New Biddeford Road
25 Kennebunkport, Maine 04046
26 (207) 967-3826
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