

STATE OF MAINE
YORK, ss.

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

ROBERT F. ALMEDER and)
VIRGINIA S. ALMEDER, et al.,)

Plaintiffs

) ANSWER, DEFENSES AND
) COUNTERCLAIMS OF DEFENDANTS
) RICHARD J. DRIVER AND
) MARGARETE K.M. DRIVER

TOWN OF KENNEBUNKPORT and)
ALL PERSONS WHO ARE)
UNASCERTAINED,)

Defendants

NOW COME Richard J. Driver and Margarete K.M. Driver, both of Kennebunkport,
County of York and State of Maine, (hereinafter referred to as the Defendants) and state as
follows:

A. They are owners of homestead property at Goose Rocks Beach in said
Kennebunkport,

known as Lot 11 in Block 1 on Map 36, originally recorded in the York County Registry of
Deeds on May 18, 1971 in Book 1904, Page 232.

B. Defendants are persons classified in the case at bar as "persons who are
unascertained---

who claim the right to use or title in Plaintiffs' property."

C. Defendants, their children and guests are frequent users of the Goose Rocks Beach for
an array of recreational uses and have been for a period in excess of 40 years.

PARTIES

1. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint, and therefore deny the same.

2. Defendants deny the allegations set forth in Paragraph 2 of the Complaint and are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2(a) of the Complaint, and therefore deny the same.

3. Defendants deny the allegations set forth in Paragraph 3 of the Complaint.

4. Defendants deny the allegations set forth in Paragraph 4 of the Complaint.

5. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 5 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 1 in Paragraph 5(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 5(a) of the Complaint.

6. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 6 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 2 in Paragraph 6(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 6(a) of the Complaint.

7. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 7 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 3 in Paragraph 7(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 7(a) of the Complaint.

8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 8 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 4 in Paragraph 8(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 8(a) of the Complaint.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 9 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 5 in Paragraph 9(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 9(a) of the Complaint.

10. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 10 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 6 in Paragraph 10(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 10(a) of the Complaint.

11. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 11 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 7 in Paragraph 11(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 11(a) of the Complaint.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 12 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 8 in Paragraph 12(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 12(a) of the Complaint.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 13 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 9 in Paragraph 13(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 13(a) of the Complaint.

14. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 14 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 10 in Paragraph 14(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 14(a) of the Complaint.

15. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 15 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 11 in Paragraph 15(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 15(a) of the Complaint.

16. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 16 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 12 in Paragraph 16(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 16(a) of the Complaint.

17. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 17 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 13 in Paragraph 17(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 17(a) of the Complaint.

18. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 18 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 14 in Paragraph 18(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 18(a) of the Complaint.

19. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 19 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 15 in Paragraph 19(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 19(a) of the Complaint.

20. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 20 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 16 in Paragraph 20(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 20(a) of the Complaint.

21. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 21 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 17 in Paragraph 21(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 21(a) of the Complaint.

22. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 22 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 18 in Paragraph 22(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 22(a) of the Complaint.

23. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 23 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 19 in Paragraph 23(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 23(a) of the Complaint.

24. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 24 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 20 in Paragraph 24(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 24(a) of the Complaint.

25. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 25 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 21 in Paragraph 25(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 25(a) of the Complaint.

26. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 26 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 22 in Paragraph 26(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 26(a) of the Complaint.

27. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 27 of the Complaint, and therefore deny the same. The deed referenced as Exhibit 23 in Paragraph 27(a) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 27(a) of the Complaint.

28. Defendants admit the allegations set forth in Paragraph 28 of the Complaint.

29. Paragraph 29 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 29 of the Complaint includes factual allegations, they are denied.

FACTUAL ALLEGATIONS

30. Defendants admit that Goose Rocks Beach in Kennebunkport, Maine is approximately two miles long but deny any remaining allegations set forth in Paragraph 30 of the Complaint.

31. Defendants admit that portions of Goose Rocks Beach in Kennebunkport, Maine are subject to the ebb and flow of tides of the Atlantic Ocean but deny any remaining allegations set forth in Paragraph 31 of the Complaint.

32. Defendants deny the allegations set forth in Paragraph 32 of the Complaint.

33. Defendants deny the allegations set forth in Paragraph 33 of the Complaint.

34. Defendants deny the allegations set forth in Paragraph 34 of the Complaint.

35. Defendants deny the allegations set forth in Paragraph 35 of the Complaint.

36. Paragraph 36 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 36 of the Complaint includes factual allegations, they are denied.

37. The 2009 Comprehensive Plan described in Paragraph 37 of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 37 of the Complaint.

38. Defendants admit that the Town of Kennebunkport or the Kennebunkport Conservation Trust owns certain lots adjacent to Goose Rocks Beach in Kennebunkport, Maine but denies any remaining allegations set forth in Paragraph 38 of the Complaint.

39. Defendants deny the allegations set forth in Paragraph 39 of the Complaint.

40. Paragraph 40 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 40 of the Complaint includes factual allegations, they are denied.

41. Paragraphs 41, 41(a), 41(b), 41(c) and 41(d) of the Complaint contain legal conclusions not requiring a responsive pleading. To the extent that Paragraphs 41, 41(a), 41(b), 41(c) and 41(d) of the Complaint include factual allegations, they are denied. The letter dated October 31, 2008 and referenced as Exhibit 24 in Paragraph 41(e) of the Complaint speaks for itself. Defendants deny any remaining allegations in Paragraph 41(e) of the Complaint.

42. Paragraph 42 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 42 of the Complaint includes factual allegations, they are denied.

43. Paragraph 43 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 43 of the Complaint includes factual allegations, they are denied.

44. Defendants deny the allegations set forth in Paragraph 44 of the Complaint.

COUNT I
DECLARATORY JUDGMENT

45. Defendants repeat and reallege their responses to Paragraphs 1 through 44 above as if set forth in full herein.

46. Paragraph 46 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 46 of the Complaint includes factual allegations, they are denied.

WHEREFORE, Defendants demand judgment in their favor against Plaintiffs on Count I of the Complaint, together with interest, costs and attorney's fees, and judgment for such other relief as is appropriate.

COUNT II
QUIET TITLE

47. Defendants repeat and reallege their responses to Paragraphs 1 through 46 above as if set forth in full herein.

48. Paragraph 48 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 48 of the Complaint includes factual allegations, they are denied.

49. Paragraph 49 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 49 of the Complaint includes factual allegations, they are denied.

50. Defendants deny the allegations set forth in Paragraph 50 of the Complaint.

51. Paragraph 51 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 51 of the Complaint includes factual allegations, they are denied.

52. Defendants admit that they claim a right of the public to use Goose Rocks Beach for recreational purposes by custom, prescription or otherwise but denies any remaining allegations set forth in Paragraph 52 of the Complaint.

53. Paragraph 53 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 53 of the Complaint includes factual allegations, they are denied.

54. Defendants deny the allegations set forth in Paragraph 54 of the Complaint.

55. Paragraph 55 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 55 of the Complaint includes factual allegations, they are denied.

WHEREFORE, Defendants demand judgment in their favor against Plaintiffs on Count II of the Complaint, together with interest, costs and attorney's fees, and judgment for such other relief as is appropriate.

DEFENSES

1. Plaintiffs' Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

2. Some, or all, of Plaintiffs have no right, title or interest in the property in dispute, specifically the intertidal zone and the high dry sand between the intertidal zone and certain properties abutting Goose Rocks Beach in Kennebunkport, Maine including, but not limited to, Plaintiffs' properties ("Goose Rocks Beach") and, therefore, lack standing.

3. Plaintiffs' Complaint, in whole or in part, is barred by the applicable statutes of limitations, including, without limitation, 14 M.R.S.A. §§ 801 *et seq.*

4. Plaintiffs' Complaint, in whole or in part, is barred by the doctrine of waiver.

5. Plaintiffs' Complaint, in whole or in part, is barred by the doctrine of estoppel.
6. Plaintiffs' Complaint, in whole or in part, is barred by the doctrine of laches.
7. Plaintiffs' claims are barred to the extent that the public trust doctrine includes the right of the public to use Goose Rocks Beach for recreational and amusement purposes including, but not limited to, swimming, sunbathing, walking, running, playing, kite flying, sandcastle building, sailing, windsurfing, kayaking, canoeing and other recreational activities, or otherwise generally using the beach in an unfettered manner for recreational and amusement purposes.
8. Plaintiffs' claims are barred because Defendants, or the public, have acquired title to Goose Rocks Beach by adverse possession, dedication and acceptance, or otherwise.
9. Plaintiffs' claims are barred because Defendants, or the public, have acquired an easement in Goose Rocks Beach by prescription, custom and/or use, or otherwise.
10. Plaintiffs' claims are barred because Defendants, or the public, have an implied or quasi easement relating to Goose Rocks Beach.
11. Plaintiffs' claims are barred because Plaintiffs and/or their predecessors in title have acquiesced in the use of Goose Rocks Beach by Defendants and the public.
12. Plaintiffs, or their predecessors in title, abandoned any and all right, title and interest in Goose Rocks Beach by virtue of their actions and inactions.
13. Plaintiffs are estopped from claiming title to Goose Rocks Beach by virtue of their actions and inaction, and/or the actions and inaction of their predecessors in title.
14. Plaintiffs' claims are barred by the doctrines of res judicata and collateral estoppel.
15. Plaintiffs' claims are barred by lack of consideration or the failure of consideration.
16. Plaintiffs, and/or their predecessors in title, have failed to pay property taxes on all or any portion of Goose Rocks Beach.

COUNTERCLAIM

COUNT I (FEE SIMPLE)

1. On information and belief, Plaintiffs claim to hold fee simple title in a certain portion of Goose Rocks Beach, as more particularly described in Plaintiffs' Complaint, including both the intertidal zone and the high dry sand between the intertidal zone and certain properties abutting the beach including, but not limited to, Plaintiffs' properties ("Goose Rocks Beach"), subject only to the right of the public to fish, fowl and navigate thereon as established by the Colonial Ordinance of 1647.

2. Fee simple title to Goose Rocks Beach has resided in Defendants Town of Kennebunkport, and/or the public, continuously for over 100 years.

3. Fee simple title to Goose Rocks Beach rests in the Town of Kennebunkport, and/or the public, by virtue of royal grants of certain English monarchs confirmed in 1663 by the decree of King Charles II and later re-confirmed by William III and Mary II as joint sovereigns by virtue of the issuance of a new charter in favor of the Town of Kennebunkport, or other such royal grants or land grants in favor of the Town of Kennebunkport.

4. No evidence exists suggesting that the Town of Kennebunkport, and/or the public, at any time conveyed any portion of its interests to Goose Rocks Beach to Plaintiffs or to any other party.

5. Plaintiffs' source of title originates after the aforementioned land grants and colonial grants and, therefore, has no legal basis over the original land grants and/or royal grants to the Town of Kennebunkport, and/or the public.

6. Plaintiffs' source of title is invalid relative to the source of title of the Town of Kennebunkport, and/or the public.

7. Plaintiffs have no current interest in Goose Rocks Beach.

8. Defendants, and/or the public, have acquired fee simple title to Goose Rocks Beach either by prescription, deed, adverse possession or by acquiescence.

WHEREFORE, Defendants respectfully request that this Court find and declare that fee simple title in Goose Rocks Beach rests in the Town of Kennebunkport, and/or the public, and further order the following:

a. That Plaintiffs refrain from taking any action which would prohibit the unfettered use and possession of Goose Rocks Beach by the Town of Kennebunkport, the public and/or these Defendants, for any and all purposes consistent with fee simple title by deed, by adverse possession, prescription or acquiescence;

b. That Defendants have acquired a prescriptive easement for the recreational use of both the intertidal and dry sand areas of Goose Rocks Beach for themselves, their guests and their successors and assigns;

c. That cost and attorney's fees be awarded to Defendants; and

d. Such other and further relief as the Court deems just and equitable.

COUNT II (PRESCRIPTION)

9. Defendants repeat and reallege the assertions set forth in Paragraphs 1 through 8 as if restated herein in their entirety.

10. Defendants, and/or the public have acquired prescriptive rights in Goose Rocks Beach, by virtue of 20 years of continuous, open and notorious use, of the intertidal and dry sand areas of Goose Rocks Beach with Plaintiffs' knowledge and acquiescence, for fishing, fowling,

navigation and for unfettered general recreational and amusement purposes subject only to the equivalent rights of others in the same premises.

11. Neither Plaintiffs, nor Plaintiffs' predecessors in title, have ever stated any claim to Goose Rocks Beach which would have stopped the running of the Town's, the public's and/or these Defendants' continuous adverse use of the premises.

12. During the past 40 years no beachfront property owner or his/her predecessor in title has ever objected to, in any way declared ownership of or in any other way sought to restrict the continuous, open and notorious use of the intertidal zone and the dry sand areas of Goose Rocks Beach by these Defendants, their relatives and their guests until the filing of the instant lawsuit.

13. The scope of the prescriptive easement obtained by the public and by Defendants include the rights to use the beach for any general recreational purposes including, but not limited to, swimming, sunbathing, walking, running, playing, kite flying, sandcastle building, sailing, windsurfing, kayaking, canoeing and other recreational activities, or otherwise generally using the beach in an unfettered manner for recreational and amusement purposes, subject only to the equivalent rights of other members of the public in the same premises.

WHEREFORE Defendants respectfully request that this Court find that Defendants, and/or the public, has continuously for 20 years or more openly and notoriously used the intertidal zone and the dry sand areas of Goose Rocks Beach for fishing, fowling, navigation and general recreational and amusement purposes as aforesaid pursuant to the Laws of Maine and Maine common law, and further find and declare the Defendants, and/or the public, hold an

easement by prescription on and over the intertidal zone and the dry sand areas of Goose Rocks Beach for said purposes. Defendants further request this Court to order the following:

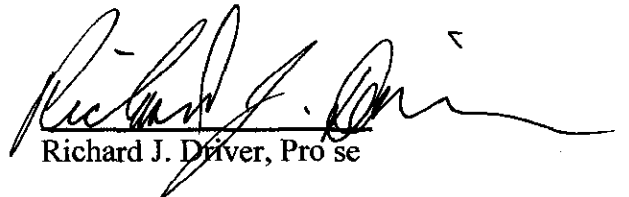
a. That Plaintiffs refrain from taking any action which would prohibit the unfettered use and possession of Goose Rocks Beach by the Town of Kennebunkport, the public and/or these Defendants in accordance with their rights acquired by prescription;

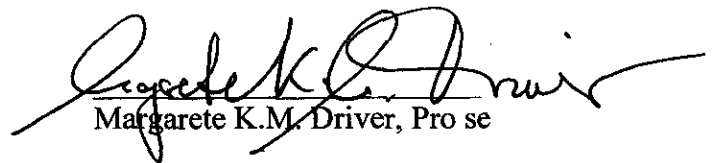
b. Determine specifically that Defendants have acquired a prescriptive easement for the recreational use of both the intertidal and dry sand areas of Goose Rocks Beach for themselves, their guests and their successors and assigns;

c. That costs and attorney's fees be awarded to Defendants; and

d. Such other and further relief as the Court deems just and equitable.

Dated: February 8th, 2010


Richard J. Driver, Pro se


Margarete K.M. Driver, Pro se

We certify that on this 8th day of February, 2010 a copy of the foregoing answer was forwarded to all counsel of record.

Richard & Margarete Driver
6 Marshview Circle
Kennebunkport, ME 04046
(207) 967-3580

This summary sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Maine Rules of Court or by law. This form is required for the use of the Clerk of Court for the purpose of initiating or updating the civil docket. (SEE INSTRUCTIONS ON REVERSE)

I. County of Filing or District Court Jurisdiction: York

II. CAUSE OF ACTION (Cite the primary civil statutes under which you are filing, if any.) *Pro se* plaintiffs: If unsure, leave blank.
 Answer to Declaratory Judgment 14 M.R.S. §§5951-63, Cross Claim 14 M.R.S. § et seq. and Quiet Title M.R.S. §§6651-63

III. NATURE OF FILING

Initial Complaint
 Third-Party Complaint
 Cross-Claim or Counterclaim
 If Reinstated or Reopened case, give original Docket Number _____
 (If filing a second or subsequent Money Judgment Disclosure, give docket number of first disclosure)

IV. TITLE TO REAL ESTATE IS INVOLVED

V. MOST DEFINITIVE NATURE OF ACTION. (Place an X in one box only) *Pro se* plaintiffs: If unsure, leave blank.

GENERAL CIVIL (CV)

<input type="checkbox"/> Personal Injury Tort	<input type="checkbox"/> Contract	<input type="checkbox"/> Other Forfeitures/Property Libels
<input type="checkbox"/> Property Negligence	<input type="checkbox"/> Contract	<input type="checkbox"/> Land Use Enforcement (80K)
<input type="checkbox"/> Auto Negligence	<input type="checkbox"/> Declaratory/Equitable Relief	<input type="checkbox"/> Administrative Warrant
<input type="checkbox"/> Medical Malpractice	<input type="checkbox"/> General Injunctive Relief	<input type="checkbox"/> HIV Testing
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Arbitration Awards
<input type="checkbox"/> Assault/Battery	<input type="checkbox"/> Other Equitable Relief	<input type="checkbox"/> Appointment of Receiver
<input type="checkbox"/> Domestic Torts	<input type="checkbox"/> Constitutional/Civil Rights	<input type="checkbox"/> Shareholders' Derivative Actions
<input type="checkbox"/> Other Negligence	<input type="checkbox"/> Constitutional/Civil Rights	<input type="checkbox"/> Foreign Deposition
<input type="checkbox"/> Other Personal Injury Tort	<input type="checkbox"/> Statutory Actions	<input type="checkbox"/> Pre-action Discovery
<input type="checkbox"/> Non-Personal Injury Tort	<input type="checkbox"/> Unfair Trade Practices	<input type="checkbox"/> Common Law Habeas Corpus
<input type="checkbox"/> Libel/Defamation	<input type="checkbox"/> Freedom of Access	<input type="checkbox"/> Prisoner Transfers
<input type="checkbox"/> Auto Negligence	<input type="checkbox"/> Other Statutory Actions	<input type="checkbox"/> Foreign Judgments
<input type="checkbox"/> Other Negligence	<input type="checkbox"/> Miscellaneous Civil	<input type="checkbox"/> Minor Settlements
<input type="checkbox"/> Other Non-Personal Injury Tort	<input type="checkbox"/> Drug Forfeitures	<input type="checkbox"/> Other Civil

Non-DHS Protective Custody

CHILD PROTECTIVE CUSTODY (PC)

Money Judgment

Money Judgment Request Disclosure

SPECIAL ACTIONS (SA)

REAL ESTATE (RE)

<input checked="" type="checkbox"/> Title Actions	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Misc. Real Estate	<input type="checkbox"/> Nuisance
<input type="checkbox"/> Quiet Title	<input type="checkbox"/> Foreclosure for Non-pmt (ADR exempt)	<input type="checkbox"/> Equitable Remedies	<input type="checkbox"/> Abandoned Roads
<input type="checkbox"/> Eminent Domain	<input type="checkbox"/> Foreclosure - Other	<input type="checkbox"/> Mechanics Lien	<input type="checkbox"/> Other Real Estate
<input type="checkbox"/> Easements	<input type="checkbox"/> Trespass	<input type="checkbox"/> Partition	
<input type="checkbox"/> Boundaries	<input type="checkbox"/> Trespass	<input type="checkbox"/> Adverse Possession	

APPEALS (AP) (To be filed in Superior Court) (ADR exempt)

Governmental Body (80B) Administrative Agency (80C) Other Appeals

VI. M.R.Civ.P. 16B Alternative Dispute Resolution (ADR):

I certify that pursuant to M.R.Civ.P. 16B(b), this case is exempt from a required ADR process because:

It falls within an exemption listed above (i.e., an appeal or an action for non-payment of a note in a secured transaction).

The plaintiff or defendant is incarcerated in a local, state or federal facility.

The parties have participated in a statutory prelitigation screening process with _____ (name of neutral) on _____ (date).

The parties have participated in a formal ADR process with _____ (name of neutral) on _____ (date).

This is a Personal Injury action in which the plaintiff's likely damages will not exceed \$30,000, and the plaintiff requests an exemption from ADR.

VII. (a) PLAINTIFFS (Name & Address including county)
or Third-Party, Counterclaim or Cross-Claim Plaintiffs
 The plaintiff is a prisoner in a local, state or federal facility.

See attached list of Plaintiffs.

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) **If all counsel listed do NOT represent all plaintiffs, specify who the listed attorney(s) represent.**
(If pro se plaintiff, leave blank)

Sidney Thaxter, Bar # 1301 & Susan Schorr, Bar # 9865
P.O. Box 7320 Portland, ME 04112-7320 (207) 774-9000
Thomas McNaboe, Bar # 1027
13 Seacove Road Cumberland Foreside, ME 04110
Paul Stern, Deputy Attorney General, Bar # 2310
6 State House Station Augusta, ME 04333

VIII. (a) DEFENDANTS (Name & Address including county)
and/or Third-Party, Counterclaim or Cross-Claim Defendants
 The defendant is a prisoner in a local, state or federal facility.

1. Town of Kennebunkport
April Defoe, Clerk
6 Elm Street
Kennebunkport, ME 04046
2. All persons who are unascertained, unnamed and unknown Defendants
3. Sharon Ann Eon-Harris and John Michie Harris
13 Wildwood Avenue
Kennebunkport, ME 04046
4. State of Maine Office of the Attorney General
6 State House Station
Augusta, ME 04333

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number)
(If known)

If all counsel listed do NOT represent all defendants, specify who the listed attorney(s) represent.

Amy K. Tchao, Bar # 7768
Melissa A. Hewey, Bar # 3587
Brian D. Willing, Bar # 9112
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101-2480

IX. RELATED CASE(S) IF ANY _____

Assigned Judge/Justice _____

Docket Number

09-111

Date: February 8, 2010

Richard J. DRIVER, Pro Se
Name of Lead Attorney of Record or Pro se Party

Richard J. Driver
Signature of Attorney or Pro se Party

c:

EXHIBIT A - PLAINTIFFS

<p>Robert F. Almeder Virginia S. Almeder Trustees of the Almeder Living Trust 113 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 113 Kings Highway. Deed recorded York Registry of Deeds: Book 15659, Page 864.</p>	<p>Christopher Asplundh 708 Blair Mill Rd. Willow Grove, PA 19090</p> <p>Property: 17 Sandpoint Road. Deed recorded York Registry of Deeds, Book 1979, Page 551.</p>
<p>Charles L. Nickerson, Successor Trustee of the Albert Palmer Trust P. O. Box 232 Sanford, ME 04073</p> <p>Property: 217 Kings Highway. Deed recorded York Registry of Deeds, Book 4354, Page 48.</p>	<p>John T. Coughlin Priscilla M. Coughlin, Trustees of P.M.C. Realty Trust 42 Candlewood Dr. Topsfield, MA 01983</p> <p>Property: 115 Kings Highway. York Registry of Deeds, Book 3085, Page 5.</p>
<p>Willard Parker Dwelley, Jr. 23 Sandpoint Road Kennebunkport, ME 04046</p> <p>W. Parker Dwelley, III and John H. Dwelley, Co Co-Trustees of the Joan H. Dwelley Testamentary Trust 23 Sandpoint Road Kennebunkport, ME 04046</p> <p>Property: 23 Sandpoint Point Road. Deeds recorded York Registry of Deeds, Book 12248, Page 9 and Book 15577, Page 679.</p>	<p>Robert B. Eisenberg Leslie A. Eisenberg 56 Dow Rd. Hollis, NH 03049</p> <p>Property: 167 Kings Highway. Deed recorded York Registry of Deeds, Book 11817, Page 222 and Book 11817, Page 224.</p>
<p>Janice M. Fleming 227 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 227 Kings Highway. Deed recorded York Registry of Deeds, Book 13696, Page 59.</p>	<p>John O. Gallant Sharon A. Gallant 11 Regwill Avenue Wenham, MA 01984-116</p> <p>Property: 219 Kings Highway. Deed recorded York Registry of Deeds, Book 8413, Page 198.</p>

<p>Jule C. Gerrish 173 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 173 Kings Highway. Deed recorded York Registry of Deeds, Book 1819, Page 32.</p>	<p>Eugene R. Gray, Trustee of the Qualified Personal Residence Trust 183 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 183 Kings Highway. Deed recorded York Registry of Deeds, Book 14656, Page 916.</p>
<p>Edwina D. Hastings, Trustee of the Edwina D. Hastings Revocable Trust 17 Peirce Lane Wilton, NH 03086</p> <p>Property: 221 Kings Highway. Deed recorded York Registry of Deeds, Book 14999, Page 766.</p>	<p>Leslie A. Josselyn-Rose, Trustee of the LAJR Trust 251 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 251 Kings Highway. Deed recorded York Registry of Deeds, Book 15587, Page 491.</p>
<p>Deborah J. Kinney 223 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 223 Kings Highway. Deed recorded York Registry of Deeds, Book 9721, Page 278.</p>	<p>Terrence G. O'Connor Joan M. Leahey 815 Highland Ave. Westfield, NJ 07090</p> <p>Property: 195 Kings Highway. Deed recorded York Registry of Deeds, Book 13253, Page 87.</p>
<p>Paley Family Homes, LLC PO Box 271882 W. Hartford, CT 06127-1882</p> <p>Property: 153 Kings Highway. Deed recorded York Registry of Deeds, Book 15495, Page 120.</p>	<p>Kristen B. Raines 249 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 249 Kings Highway. Deed recorded York Registry of Deeds, Book 14147, Page 614.</p>
<p>Linda M. Rice 2867 Kingsland Ct. Atlanta, GA 30339</p> <p>Property: 193 Kings Highway. Deed recorded York Registry of Deeds, Book 7955, Page 127.</p>	<p>Michael I. Sandifer Alice B. Sandifer Co-Trustees of the Alice B. Sandifer Trust P. O. Box 156 Upperville, VA 20185-0156</p> <p>Property: 253 Kings Highway. Deed recorded York Registry of Deeds, Book 14627, Page 144.</p>

<p>Eleanor A. Scribner Robert H. Scribner Trustees of the Eleanor A. Scribner Qualified Personal Residence Trust 291 Kings Highway (Rear) Kennebunkport, ME 04046</p> <p>Property: 291 Kings Highway. Deed recorded York Registry of Deeds, Book 14225, Page 139.</p>	<p>Carolyn K. Sherman 109 Kings Highway Kennebunkport, ME 04046</p> <p>Property: 109 Kings Highway. Deed recorded York Registry of Deeds, Book 9721, Page 281.</p>
<p>J. Liener Temerlin Karla Sue Temerlin Trustees of the Temerlin 1988 Family Trust 8401 N. Central Expressway, Ste 390 Dallas, TX 75225</p> <p>Property: 29 Sandpoint Road. Deed recorded York Registry of Deeds, Book 15455, Page 875.</p>	<p>Richard M. Vandervoorn Lawrence W. Vandervoorn Robert O. Clemens Trustees of The Cornelius J. Vandervoorn Qualified Personal Residence Trust P. O. Box 737 W. Simsbury, CT 06092</p> <p>Property: 177 Kings Highway. Deed recorded York Registry of Deeds, Book 15718, Page 584.</p>
<p>Beth G. Zagoren 142 Chestnut St. Cambridge, MA 02139</p> <p>Property: 215 Kings Highway. Deed recorded York Registry of Deeds, Book 5931, Page 340.</p>	