

To York County (Maine) Superior Court:

We are sending this letter in response to, and as an answer to, the summons, complaint, and counterclaim that we received in the matter of Robert F. Almeder et al v. Town of Kennebunkport (Civil Action Docket No. RE-09-11).

We own property at 117 Kings Highway, from the road all the way to the low water mark of the Atlantic Ocean. Although we did not want to become involved in this lawsuit, we also do not want to be a plaintiff, and therefore accept the Court's decision that we shall be made nominal defendants as parties-in-interest. However, this letter is to be accepted as an answer to the Plaintiff's Complaint and Amended Complaint and to the Town's Answer, Defenses, and Counterclaims. To the extent that we do not address specific allegations in this letter, any such allegations are to be deemed denied by us.

More specifically, we answer the Plaintiffs' Complaint, Plaintiffs' Amended Complaint, and Answer, Defenses and Counterclaims of Defendant Town of Kennebunkport as follows:

PARTIES

1. We do not contest the accuracy of information provided in Paragraphs 1 through 29 of Plaintiffs' Complaint.
2. We do not contest the accuracy of information provided in Paragraphs 27-1 and 27-2 of Plaintiffs' Amended Complaint.
3. We deny the allegations made in Paragraphs 1 through 29 of Defendant's Answer.

FACTUAL ALLEGATIONS

4. We admit that Goose Rocks Beach is approximately two miles long. With the exception of certain parcels owned by the Kennebunkport Conservation Trust and the Town of Kennebunkport, which grants access to their parcels to the public, individual property owners, including the plaintiffs to this action and us, own Goose Rocks Beach.
5. We admit to the accuracy of allegations contained in Paragraph 31 of the Complaint.
6. We admit to the accuracy of allegations contained in Paragraph 32 of the Complaint.
7. We admit to the accuracy of allegations contained in Paragraph 33 of the Complaint, except that we do not oppose the public having appropriate and monitored recreational use of the Upland and Intertidal portions of certain

property at Goose Rocks Beach, but only to the extent that the public continues to use only the designated public rights of way to gain access to the beach.

8. In response to the allegations contained in Paragraphs 34 and 35 of the Complaint, We do not contest that the Town of Kennebunkport, the individual defendants and the general public have no title in Plaintiffs' Upland Property or Plaintiffs' Intertidal Property except as delimited by the Colonial Ordinance of 1647, provided further that, we do not oppose the public having appropriate and monitored recreational use of certain Upland and Intertidal Property on the beach, provided that the public access the beach only through the limited preexisting public rights of way to the beach.
9. We are without knowledge as to the accuracy of the allegations contained in Paragraph 36 of the Complaint, but we claim that the Town of Kennebunkport does not have any recorded title interest in any of my property on Goose Rocks Beach.
10. We do not contest the accuracy of the allegations contained in Paragraphs 37 through 39 of the Complaint.
11. We are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraphs 40 through 44 of the Complaint.

COUNT I
DECLARATORY JUDGMENT

12. We repeat and reallege our responses to Paragraphs 1 through 44 of the Complaint as if set forth in full herein.
13. Paragraph 46 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 46 includes factual allegations, they are not contested, except that we do not oppose the public having appropriate and monitored recreational use of certain Upland and Intertidal Property on the beach, provided that the public access the beach only through the limited preexisting public rights of way to the beach.

COUNT II
QUIET TITLE

14. We repeat and reallege my responses to Paragraphs 1 through 46 of the Complaint as if set forth in full herein.
15. Paragraphs 48 and 49 of the Complaint contain legal conclusions not requiring a responsive pleading. To the extent that Paragraphs 48 and 49 of the Complaint includes factual allegations, they are not contested, except that we do not oppose the public having appropriate and monitored recreational use of certain Upland

and Intertidal Property on the beach, provided that the public access the beach only through the limited preexisting public rights of way to the beach.

16. We do not contest the accuracy of the allegations set forth in Paragraph 50 of the Complaint.
17. 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 not contested.
18. As discussed in Paragraph 52 of the Complaint, we admit that Defendant claims a right of the public to use Goose Rocks Beach for recreational purposes by custom, prescription, or otherwise.
19. Paragraph 53 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 53 contains factual allegations, they are not contested; and we further claim that the apprehension described in Paragraph 51 of the Complaint applies to our own title interest in property at Goose Rocks Beach.
20. Paragraph 54 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 54 contains factual allegations, they are not contested; and we further claim title to our property by virtue of the deeds attached to this responsive pleading.
21. Paragraph 55 of the Complaint contains legal conclusions not requiring a responsive pleading. To the extent that Paragraph 55 of the Complaint contains factual allegations, they are not contested.

DEFENDANT'S DEFENSES

22. We deny the accuracy of allegations made in Paragraphs 1 through 16 of the "Defenses" Section of the Defendant's Answer, Defenses, and Counterclaims.

DEFENDANT'S COUNTERCLAIMS

23. We admit to the accuracy of allegations made in Paragraph 1 of Defendant's Counterclaim Count I.
24. We deny the accuracy of allegations made in Paragraphs 2 through 8 of Defendant's Counterclaim Count I.
25. We deny the accuracy of allegations made in Paragraphs 9 through 13 of Defendant's Counterclaim Count II.

26. We deny the accuracy of allegations made in Paragraphs 14 through 18 of Defendant's Counterclaim Count III.
27. We deny the accuracy of allegations made in Paragraphs 19 through 22 of Defendant's Counterclaim Count IV.
28. We deny the accuracy of allegations made in Paragraphs 23 through 29 of Defendant's Counterclaim Count V.
29. We deny the accuracy of allegations made in Paragraphs 30 through 33 of Defendant's Counterclaim Count VI.
30. We deny the accuracy of allegations made in Paragraphs 34 through 39 of Defendant's Counterclaim Count VII.
31. We deny the accuracy of allegations made in Paragraphs 40 through 45 of Defendant's Counterclaim Count VIII.
32. We deny the accuracy of allegations made in Paragraphs 46 through 48 of Defendant's Counterclaim Count IX.
33. As mentioned above, we do not oppose the public having appropriate and monitored recreational use on certain portions of Goose Rocks Beach. However, we adamantly oppose the Defendant Town's allegation that it owns our portion of Goose Rocks Beach. Our deed conveys fee simple title to the property from Kings Highway to the low water mark of the Atlantic Ocean, and thus includes ownership of the Upland and Intertidal properties at issue in this case.

WHEREFORE, we request that this Court enter judgment in this matter in accordance with Paragraph 33 above, together with interest, costs and attorney's fees, and judgment for such other relief as is appropriate.

Dated: October 21, 2010


Mary Jane Mulvihill


Jason D. Mulvihill

Know All Men by these Presents

That We, Raymond F. Reando and Doris C. Reando both of Sanford in the County of York and State of Maine and Celia T. Reando of Worcester, County of Worcester, Commonwealth of Massachusetts -----

in consideration of One dollar and other valuable considerations

paid by James E. Mulvihill and Mary Jane Mulvihill both of East Norwich, County of Nassau, State of New York -----

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said James E. Mulvihill and said Mary Jane Mulvihill -----

----- their Heirs and Assigns, and the survivor of them, and the Heirs and Assigns of the survivor of them, as joint tenants and not as tenants in common, A certain lot or parcel of land situated in Kennebunkport, in the County of York and State of Maine, at Goose Rocks Beach, so-called, and being a portion of Lot No. 8 as shown on "Plan of Land of Emmons heirs, Beachwood, Me." drawn December 21 by Libby & Johnson, Engrs. and recorded in York County Registry of Deeds in Plan Book 8, Page 73. Said portion of lot No. 8 is more particularly bounded and described as follows: Beginning on the southeasterly side of the Kings Highway at Lot No. 7 on said plan; thence southwesterly by said highway one hundred and 43/100 (100.43) feet, more or less, to Lot No. 9 on said plan; thence southwesterly by said Lot No. 9 one hundred seventy (170) feet, more or less, to the seawall; thence northeasterly by the sea wall one hundred six and 25/100 (106.25) feet, more or less, to said Lot No. 7; thence northwesterly by said Lot No. 7 one hundred eighty-four and 60/100 (184.60) feet, more or less, to the point of beginning.

Said premises are conveyed subject to a perpetual pedestrian right of way seven (7) feet in width, adjacent to the entire northeasterly sideline of the above described premises for the use and benefit of remaining property now owned by Grantors on the opposite side of the Kings Highway which right of way shall run with the land, being only the Northwesterly portions of Lots 7, 8 & 9.

Also an adjacent lot or parcel of land situated at said Goose Rocks Beach and being a portion of Lot No. 9 on said Emmons plan. Said portion is more particularly bounded and described as follows: Beginning on the southeasterly side of the Kings Highway at Lot No. 8; thence southwesterly by said Highway

COMPLAINTS OF: MARKET STREET INVESTMENT GROUP, INC. 1-609 621 1502

ninety-four and 53/100 (94.53) feet, more or less, to land of one Towne; thence southeasterly by said Towne land (which includes a strip of land five and one-half (5½) feet wide from said Lot No. 9 as originally laid out) one hundred seventy and 74/100 (170.74) feet, more or less, to said seawall; thence north-easterly by said seawall ninety-six and 39/100 (96.39) feet, more or less, to said Lot No. 8; thence northwesterly by said Lot No. 8 one hundred seventy (170) feet, more or less, to the point of beginning.

Both of the above described lots are conveyed together with all Grantors' right, title and interest in and to the land lying between the sidelines thereof extended to low water mark of the Atlantic Ocean, or so far as Grantors may own and comprising in effect the beach in front of said lots. Said beach is conveyed without any warranties or covenants of title, and is conveyed subject to the perpetual right of Grantors, their heirs, invitees, guests and assigns to use all of said beach for bathing, fishing, sunning and similar recreational purposes.

We have and to hold the aforegranted and bargained premises, with all privileges and appurtenances thereof to the said

James E. Mulvihill and said Mary Jane Mulvihill ----- their Heirs and Assigns and the survivor of them, and the Heirs and Assigns of the survivor of them, as joint tenants and not as tenants in common, to them and their use and behoof forever.

And we do covenant with the said Grantees, their Heirs and Assigns and the survivor of them, and the Heirs and Assigns of the survivor of them, that we are lawfully seized in fee of the premises; that they are free of all encumbrances;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our Heirs, shall and will warrant and defend the same to the said Grantees, their Heirs and Assigns and the survivor of them, and the Heirs and Assigns of the survivor of them, as joint tenants and not as tenants in common, against the lawful claims and demands of all persons.

BK 10505 PG 240

011817

QUIT CLAIM DEED WITH COVENANT
(Short Form)

KNOW ALL MEN BY THESE PRESENTS that MARY JANE MULVIHILL, of Kennebunkport, in the County of York and State of Maine, for consideration paid, grants to MARY JANE MULVIHILL, whose mailing address is 117 King's Highway, Kennebunkport, Maine 04046 and JASON D. MULVIHILL, whose mailing address is 1946 Overland Avenue, #304, Los Angeles, California 90025, as joint tenants, with quitclaim covenants, the land in the Town of Kennebunkport, in the County of York and State of Maine, as follows:

NO R.E. TRANSFER TAX PAID

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Kennebunkport, in the County of York and State of Maine, at Goose Rocks Beach, so-called, being a portion of Lot No. 9 as shown on "Plan of Land of Emmons heirs, Beachwood, Me." by Libby & Johnson, Engrs., recorded in the York County Registry of Deeds in Plan Book 8, Page 73, said lot being more particularly bounded and described as follows:

BEGINNING on the southeasterly side of the King's Highway at Lot No. 8; thence southwesterly by said Kings Highway 94.53 feet, more or less, to land of one Towne; thence southeasterly by said Towne land (which includes a strip of land five and one-half (5 1/2) feet wide from said Lot No. 9 as originally laid out) 170.74 feet, more or less, to said seawall; thence northeasterly by said seawall 96.39 feet, more or less, to said Lot No. 8; thence northwesterly by said Lot No. 8 170 feet, more or less, to the point of beginning.

BEING a portion of the premises conveyed to the Grantor and James E. Mulvihill by deed of Raymond F. Reando, Doris C. Reando and Celia T. Reando dated January 29, 1973 and recorded in the York County Registry of Deeds in Book 1980, Page 262. Further reference is made to deed from the Grantor herein to James E. Mulvihill dated February 28, 1973 and recorded in the said Registry of Deeds in Book 1983, Page 383, and deed from James E. Mulvihill to the Grantor herein dated July 28, 1999 and recorded in said Registry of Deeds in Book 9604, Page 238.

Said premises are conveyed together with a perpetual easement over a triangular portion of adjacent property and being Lot 8 on the above-referenced plan, as more particularly set forth in deed from James E. Mulvihill to the Grantor herein dated April 15, 1997 and recorded in said Registry of Deeds in Book 8259, Page 130.

EXHIBIT 2

BK 10505 PG 241

IN WITNESS WHEREOF, the said MARY JANE MULVIHILL has hereunto set her hand and seal this 16th day of March, 2001.

Ralph W. Austin

Mary Jane Mulvihill
MARY JANE MULVIHILL

STATE OF MAINE
York, ss

March 16, 2001

Then personally appeared the above-named MARY JANE MULVIHILL and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Ralph W. Austin
Ralph W. Austin/Attorney-at-Law

RECEIVED YORK S.S.

2001 MAR 21 A 9:40

Lois M. Bruce
REGISTERED CLERK

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Salem
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