STATE OF MAINE
CUMBERLAND, ss

STATE OF MAINE
CUMBERLAND, SS
CLERK'S OFFICE
2007 SEP 14 P 3:59

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-05-169
REC - Cum - 9/14/2007

HELEN MUTHER and PAUL WOODS,
Trustees of the BUFFETT COASTAL TRUST
Plaintiffs

v.

BROAD COVE SHORE ASSOCIATION, and
BETH ELLEN HESS, and
LESLIE B. CONNOLLY,
Defendants

ORDER ON MOTION FOR SUMMARY JUDGMENT ON COUNT IX OF AMENDED COMPLAINT



Before the Court is the Plaintiffs Helen Muther and Paul Woods', Trustees of the Buffett Coastal Trust, Motion for Summary Judgment on Count IX of their Amended Complaint.

**BACKGROUND**

The Plaintiffs Helen Muther and Paul Woods, Trustees of the Buffett Coastal Trust, (the "Plaintiffs") commenced this litigation in November 2005. The Plaintiffs own a parcel of land and the house thereon in Cape Elizabeth, Maine. Their land is burdened by an easement. The Plaintiffs brought suit to determine, inter alia, the scope of the easement and who has the right to use it and for what purposes. The Defendants include the Broad Cove Shore Association, known by various names throughout its existence (jointly, the "Association"), a Maine non-profit corporation that represents the owners of 243 lots who claim rights in the easement; Beth Ellen Hess, the President of the Association and a homeowner in one of the subdivisions that the Association represents;

and Leslie Connolly, a homeowner in another subdivision of the Association. The Association includes owners of lots in the J-lot Plan subdivision (which appears to consist of approximately twenty lots) who have individually deeded rights to the easement at issue, but who were not named as individual defendants in this case with the exception of Beth Ellen Hess. The remaining lot owners in the Association have rights to the easement only via the Association.

A judicial settlement conference was held on November 29, 2006 before Superior Court Justice Carl O. Bradford. At the settlement conference, the parties negotiated for more than seven hours before reaching an agreement that was entered on the record. On the record, parties on both sides confirmed that they had full authority to agree to the terms of the settlement agreement, including Beth Ellen Hess and Peter Connolly as directors for the Association who stated, via counsel, that they had authority to act for the Association.

Thereafter, the Plaintiffs drafted a Stipulated Judgment purporting to be a memorialization of the agreement reached at the settlement conference. The Defendants objected to this Stipulated Judgment and refused to sign it, arguing that it does not accurately reflect the terms discussed at the settlement conference. The Plaintiffs also allege that the Defendants have failed to comply with the terms agreed to at the settlement conference. The Defendants argue that the settlement conference produced no legally binding agreement, but rather a mere agreement to agree or an agreement in principle. The Defendants also claim that an error in punctuation was made in the transcript of the recording of the settlement conference and that this error involves a

material term over which the parties disagree.[1] A subsequent conference between the parties and Justice Bradford in April 2007 resolved some minor disagreements the parties had concerning the settlement agreement, but did not resolve several other issues.

On May 3, 2007, this Court (Crowley, J.) granted permission to the parties to amend their pleadings to add a claim for breach of the settlement agreement. The Plaintiffs timely filed an Amended Complaint and thereafter brought the present Motion for Summary Judgment on Count IX of the Amended Complaint. Count IX is the claim for breach of the settlement agreement. The Defendants answered the Amended Complaint and also filed an Opposition to the Plaintiffs' Motion for Summary Judgment.

**STANDARD OF REVIEW**

Summary judgment is proper where there exist no genuine issues of material fact such that the moving party is entitled to judgment as a matter of law. M.R. Civ. P. 56(c); *Arrow Fastener Co., Inc. v. Wrabacon, Inc.*, 2007 ME 34, ¶ 15, 917 A.2d 123, 126. "A court may properly enter judgment in a case when the parties are not in dispute over the [material] facts, but differ only as to the legal conclusion to be drawn from these facts." *Tondreau v. Sherwin-Williams Co.*, 638 A.2d 728, 730 (Me. 1994). A genuine issue of material fact exists "when the evidence requires a fact-finder to choose between competing versions of the truth." *Farrington's Owners' Ass'n v. Conway Lake Resorts, Inc.*, 2005 ME 93 ¶ 9, 878 A.2d 504, 507. An issue of fact is material if it "could potentially affect the outcome of the suit." *Id.* An issue is genuine if "there is sufficient evidence to require a fact-finder to choose between competing versions of the truth at trial." *Lever v. Acadia Hosp. Corp.*, 2004 ME 35, ¶ 2, 845 A.2d 1178, 1179. If

[1] To date, the parties have not been afforded an opportunity to challenge the accuracy of the written transcript of the agreement that was entered on the record.

ambiguities exist, they must be resolved in favor of the non-moving party. *Beaulieu v. The Aube Corp.*, 2002 ME 79, ¶ 2, 796 A.2d 683, 685.

**DISCUSSION**

The Defendants make two arguments that the Motion for Summary Judgment should be denied. First, they argue that the Stipulated Judgment prepared by the Plaintiffs is not binding on them and that they are not obligated to sign the Stipulated Judgment. Second, the Defendants maintain that the agreement reached at the settlement conference and put on the record on November 29, 2006 is not a legally enforceable agreement but rather an agreement only in principle.

This Court agrees with the Defendants as to their argument that the Stipulated Judgment is not binding on them. Indeed, there is simply no evidence that the Defendants agreed to this particular memorialization of the terms reached at the settlement conference. Moreover, the Plaintiffs appeared to abandon the argument that the Stipulated Judgment is a binding agreement both in their later pleadings and in oral arguments at the motion hearing. Accordingly, the Stipulated Judgment is of no legal effect and is not binding on any of the parties to this litigation.

The Court disagrees, however, with the Defendants' argument that they are not bound by the settlement agreement reached at the settlement conference as reflected in the transcript of the conference. The Law Court has held that settlement agreements are binding so long as the parties to the agreement intend to be bound by it. *White v. Fleet Bank of Maine*, 2005 ME 72, ¶ 11, 875 A.2d 680, 683. The determination of whether or not the parties intend to be bound by a settlement agreement must be supported by "competent evidence." *Id.* In *White*, the Law Court found such competent evidence from

three witnesses who were present during negotiations and testified in an evidentiary hearing that an enforceable agreement had been reached and who agreed as to the material terms and who made references to the "agreement" in their post-mediation correspondence. *Id.* ¶ 12, 875 A.2d at 683.

There is competent evidence to find that an enforceable settlement agreement exists in this case. Indeed, at the hearing on the Plaintiffs' Motion for Summary Judgment, both sides admitted that they thought the matter was settled when the settlement conference concluded on November 29, 2006 and, according to the Defendants, it was only later that they thought something else. As the *White* court relied on the testimony of three witnesses to find competent evidence that the settlement agreement was enforceable, here there is a transcript of the agreement that supports the finding that the parties intended to be bound it.

The Defendants maintain that the settlement reached at the November 29, 2006 conference should not be honored because it is not sufficiently definite and likely will spawn new lawsuits to decipher what is meant by certain provisions of the settlement agreement. While the Defendants may be correct on this point, it does not negate the existence of the settlement agreement in the first place. Indeed, it appears that the parties to this litigation do not really dispute that an agreement was reached at the settlement conference; they simply disagree as to what certain terms in the settlement agreement mean. Moreover, the transcript of the settlement conference reveals in several instances that the parties understood that they were to be bound by the agreement reached that day. For instance, before the parties placed the terms of their settlement on the record, Justice Bradford stated that "the parties for the past seven plus hours have been engaged in

settlement conference here, and I'm pleased to report for the record that the parties have reached an agreement." *Transcript*, page 2, lines 12-15. Justice Bradford then invited counsel for either side to recite the agreed-upon terms "with the other side being free to make any corrections [ ] or additions." *Id.*, page 2, lines 15-19. The transcript makes clear that the parties took Justice Bradford's encouragement to heart as each made several clarifications. Via counsel, the Defendants made several comments throughout the hearing that indicate that they were aware that they were producing a binding agreement: "I just want to be clear that—that it—it was the plaintiffs in this case have agreed to mow and maintain the easement. So, I just want to be clear—," *Id.*, pages 10-11, lines 25, 1-2; "I just want to get on the record that the—I don't know if it was clear or not the way you were trying to set it up...," *Id.*, pages 23-24, lines 25, 1-2; "I just didn't want to find myself getting closed out later on by saying that—that if the dog's out at the owner's feet getting a leash on and it's dry land that—that they violated the—the agreement...," *Id.*, page 25, lines 21-24.

In addition to his opening statements, Justice Bradford made several other comments throughout the hearing that reinforce the finding that a binding agreement was being placed on the record. At one point, Justice Bradford stopped the proceedings when he noticed one of the parties shaking his head and said, "You keep nodding your head and shaking your head. We either have an agreement here or we do not...I'll stay here until whatever time it takes to get this matter resolved." *Id.*, page 19, lines 19-25. Most importantly, at the close of the hearing, Justice Bradford asked each party separately whether the terms as set forth at the hearing are "a fair representation of your understanding of the agreement?" *Id.*, pages 28-29. Each party answered Justice

Bradford affirmatively. *Id.* The foregoing, coupled with the fact that the parties negotiated for over seven hours before making sure to record the terms of their settlement negotiations, support the finding that the parties intended to be bound by the agreement reached at the settlement conference.

Finally, the fact that the parties did not fix their agreement in written form even though they may have intended to is not sufficient to find that there is no agreement. Indeed, the Law Court has recognized that there are times when an oral contract exists even if the parties have agreed that a written contract should be drafted and no such written contract was ever made. *See Clements v. Murphy*, 125 Me. 105, 107, 131 A. 136, 137 (1925) (Law Court held that it would have upheld a finding by the jury that the parties had an enforceable oral contract even though they had agreed that a written contract should be drafted because the written contract would "only [be] a convenient memorial of their previous completed oral contract"). Thus, while it appears that the parties in the instant case expected to reduce the agreement reached at the settlement conference to written form, the fact that they have been unable to agree on a written contract does not negate the existence or enforceability of the oral agreement reached on November 29, 2006.

Therefore, the entry is:

> All parties shall have thirty (30) days from the entry of this Order to object to the accuracy of the transcript of the agreement that was entered on the record. The Plaintiffs' Motion for Summary Judgment on Count IX of the Amended Complaint is hereby GRANTED unless the parties to this litigation can agree to a Stipulated Judgment within sixty (60) days of the entry of this Order. Should the parties be unable to reach a Stipulated Judgment, the agreement reached at the settlement conference as reflected

in the transcript of said conference shall be binding upon all the parties to this suit.

The clerk shall incorporate this Order into the docket by reference pursuant to M.R. Civ. P. 79(a).

Dated at Portland, Maine this 14th day of September, 2007.

Robert E. Crowley
Justice, Superior Court

: COURTS
nd County
ox 287
ie 04112-0287

ANDREW SPARKS ESQ
DRUMMOND & DRUMMOND
ONE MONUMENT WAY
PORTLAND ME 04101

THOMAS MCKEON ESQ
RICHARDSON WHITMAN LARGE & BADGER
PO BOX 9545
PORTLAND ME 04112-9545

: COURTS
nd County
ox 287
ie 04112-0287

JUDY METCALF ESQ
EATON PEABODY
PO BOX 9
BRUNSWICK ME 04011-0009

STATE OF MAINE
CUMBERLAND, ss

SUPERIOR COURT
CIVIL ACTION
Docket No. RE-05-169
AM-CUM-8/30/2011

HELEN MUTHER,
et al.,

Plaintiffs

v.

ORDER ON PLAINTIFFS' MOTION FOR CONTEMPT

BROAD COVE SHORE
ASSOCIATION, et al.,

Defendants

Before the court is the plaintiffs' motion for contempt against defendant Broad Cove Shore Association (2005). The court has considered the testimony, the exhibits, the transcript of the settlement dated 11/29/06, and the arguments of counsel.

The court concludes that the defendant is in contempt of the terms of the parties' settlement dated November 29, 2006. The defendant has failed or refused to perform the acts required in spite of the ability to do so. M.R. Civ. P. 66(d)(2)(D)(i) & (ii). Even accepting, for the purposes of argument only, the defendant's position that everything was in flux until the plaintiffs' Rule 60(b) was withdrawn, the motion was withdrawn two months prior to the hearing on the motion for contempt.

The following is ordered:

1. The defendant will pay a $2,000.00 fine to the Treasurer, State of Maine. M.R. Civ. P. 66(d)(3)(B); State v. Dhuy, 2006 Me. Super. LEXIS 36, *7 (Feb. 16, 2006). Payment of the fine is stayed for 60 days from the date of this order to allow the defendant to purge its contempt as follows:

   a. By 9/12/11, the defendant will pay for the gate, fencing, and access control system. (Pls.' Exs. 1-3.)

b. By 9/12/11, the defendant will provide to the plaintiffs a list of people who paid the additional fees for the key card as of 7/1/07, 7/1/08, 7/1/09, 7/1/10, and 7/1/11.

c. Within 60 days of the date of this Order, the defendant will correct the corporate deficiencies in the Broad Cove Shore Association by legally merging the 2005 Broad Cove Shore Association and the 1962 Broad Cove Shore Association

d. Within 60 days of the date of this Order, the defendant will place a marginal notation on the deed recorded from Allan Balfour to the Broad Cove Shore Association recorded on or about October 5, 2005 and provide an affidavit associated with the deed, executed by a person shown to have authority to act on behalf of the Broad Cove Shore Association, to note that the deed is void ab initio and has no effect.

The clerk is directed to incorporate this order into the docket by reference.

Date: August 30, 2011

Nancy Mills
Justice, Superior Court

STATE OF MAINE
Cumberland, ss, Clerk's Office

AUG 30 2011

RECEIVED

RE-05-169

Plaintiff's counsel is Walter McKee Eaton Peabody

---

Defendant's counsel is Philip Mancini Drummond & Drummond

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
CIVIL ACTION
Docket No. RE-05-169
TDW-CUM-5/8/2012

HELEN MUTHER, et al,

Plaintiffs

v.

ORDER

BROAD COVE SHORE ASSOCIATION, et al,

Defendants



Before the court is the issue of whether defendant Broad Cove Association (2005) has purged itself of contempt as found by the court (Mills, J.) in its order dated August 30, 2011.

By letter dated November 8, 2011 plaintiff's counsel contended that the Broad Cove Association had not complied with the August 30, 2011 order and remained in contempt. That letter went astray and did not get docketed in the court file at that time. After some further delay occasioned by the recusal of Justice Mills, a hearing was held on January 27, 2012, and the court issued an order on February 3, 2012 that resulted in further submissions by the parties in mid February.

The court has now reviewed both the recent submissions and the extensive prior record in this case, which is necessary to understand the various disputes between the parties.[1]

[1] Simultaneously the court has been reviewing the equally extensive record in the accompanying case of Flaherty v. Muther, RE-08-98, in order to rule on the issues that were remanded by the Law Court in the various appellate decisions rendered in that case. See 2011 ME 32 ¶¶ 72, 90; 2012 ME 34 ¶11.

The August 30, 2011 order found that the Association had failed or refused to comply certain aspects of a settlement agreement entered on November 29, 2006. The court ordered the Association to pay a $2000 fine but stayed the fine for 60 days in order to allow the Association to purge itself of contempt by performing the following acts:

1. By September 12, 2011, to pay for the gate, fencing, and access control system that had been agreed to;

2. By September 12, 2011 to provide plaintiffs with a list of the people who paid the additional fees for the key card as of July 1, 2007, July 1, 2008, July 1, 2009, July 1, 2010, and July 1, 2011;

3. Within 60 days, to legally merge the 2005 Broad Cove Shore Association and the 1962 Broad Cove Shore Association; and

4. Within 60 days, to place a marginal notation on the deed from I. Allan Balfour to the Broad Cove Shore Association recorded on or about October 5, 2005 and provide an affidavit associated with the deed, executed by a person shown to have authority to act on behalf of Broad Cove Shore Association, to note that the deed is void ab initio and of no effect.

At this juncture in the case the Association has the burden of proof to show that it has complied with the August 30, 2011 order. As to item 1, the Association has demonstrated that it made the required payment for the gate, fencing, and control system. As to item 2, the Association has demonstrated that it provided the lists in question. As to item 4, the Association has demonstrated that it placed a marginal notation on the deed and provided the necessary affidavit. As to item 3, however, there is a dispute whether the Association has demonstrated that the 2005 Broad Cove Shore Association has been legally merged with the 1962 Broad Cove Shore Association.

Plaintiffs contend that the Associations have not been legally merged. As the court understands it, they further contend that a valid merger is important because plaintiffs are entitled to be certain that members of the 1962 Broad Cove Association (other than those who have independent rights as J-Lot owners) are bound by the

November 29, 2006 settlement.[2] Plaintiffs also suggest that if the old and new Associations have not been legally merged, the affidavit declaring the Balfour deed recorded on October 5, 2005 to have been void ab initio may also be invalid since it was not filed by a person with authority to act on behalf of the (merged) Broad Cove Association.

The court is faced with two issues. First, are plaintiffs correct that the Association has failed to demonstrate that the 1962 Broad Cove Association and the 2005 Broad Cove Association have been legally merged? Second, if those associations have not been shown to have been legally merged, what is the effect of that failure and what further relief should be provided to plaintiffs?

1. Legal Merger

In its effort to comply with the legal merger requirement in Justice Mills's August 30, 2011 order, the Association drew upon the services of James Hopkinson, Esq., the attorney who in 2005 incorporated the new association and filed documentation attesting to the merger of the old and new associations. While plaintiffs note that no meeting of members – of either the 1962 Association or the 2005 Association – was ever held to approve the merger, the Association relies on Mr. Hopkinson's advice that no meeting was necessary because the directors of the associations had the authority to act on the merger.

[2] Plaintiffs argue in passing that the allegedly invalid merger has resulted in bylaws that potentially dilute the property rights of members of the 1962 Broad Cove Association with respect to property rights in a beach owned by the Association that is separate and apart from the beach known as Secret Beach. The only issues before the court involve implementation of the November 29, 2006 settlement agreement, which involves Secret Beach. In any conflict between Association bylaws and the settlement agreement with respect to Secret Beach, the settlement agreement is controlling. The court expresses no opinion as to issues not controlled by the settlement agreement, and this order is not intended to preclude any challenges that may be made to Association bylaws on any other issues.

On this issue Mr. Hopkinson is correct up to a point. The governing statute allows the directors of a nonprofit corporation to approve a merger unless the members are specifically given the right to vote on mergers in the articles of incorporation or bylaws. See 13-B M.R.S. § 903(1)(B).[3] There was no express provision in the bylaws of either the new association or the old association that requires a member vote on a merger.[4]

Nevertheless the court agrees with plaintiffs that it has not been shown that the associations have legally merged. This is true for two reasons. First, the January 27 hearing established that Mr. Hopkinson relied on the representations of the persons who retained him in 2005 that they were the board members of the 1962 association. There is no evidence that this was correct. At least one of the supposed 1962 association directors, Beth Hess, was never elected to the board and could not have been a director at the time the 1962 association was administratively dissolved. Unless the persons who voted for the merger on behalf of the old association can be shown to have been validly elected directors at that time, their action cannot constitute valid approval on the part of the 1962 association.[5]

Second, even if the persons acting as directors of the 1962 association had been validly elected, they did not adopt a plan of merger outright. Instead, they adopted a resolution that the plan of merger be submitted to the members for approval. Hess

---

[3] This differs from the procedure in for-profit corporations, where in most cases a shareholder vote is required to effectuate a merger. 13-C M.R.S. §§ 1104(2), 1104(7), 1105. See Ziegler v. American Maize Products Co., 658 A.2d 219, 222-23 (Me. 1995) (construing provisions of former Title 13-A).

[4] Article VI, Section 1 of the bylaws of the old association addresses the circumstances under which members can vote – specifically requiring that they not be in arrears in the payment of dues – but does not specify which matters have to be voted upon by the members.

[5] In contrast, Mr. Hopkinson was the incorporator of the 2005 Association and had the authority to elect its first board of directors. 13-B M.R.S. § 406(2). Those directors would have had the authority to approve a merger under § 903(1)(B).

Deposition Ex. 23. A similar resolution was adopted by the directors of the new (2005) association. Hess Deposition Exhibit 22. On the record before the court, neither the members of the 1962 association nor the members of the 2005 association ever validly approved the plan of merger. Such approval could only have occurred at a meeting of the members pursuant to 13-B M.R.S. §§ 602-04 (and such a meeting was never held) or by unanimous written consent pursuant to § 606.

From the materials submitted to the court, it appears that ballots were circulated but unanimous consent was not obtained. The ballots submitted might have constituted valid proxies if a meeting had been held. Because no meeting was held, there was never a valid merger. This is true even though it appears that all or almost all of the ballots obtained were cast in favor of the merger and may have been cast in sufficient numbers to constitute a quorum.[6]

On this record the court concludes that although the Association may not have acted unreasonably in relying on Mr. Hopkinson's advice, the 1962 and 2005 associations have not been legally merged and the Association has not purged itself of contempt under the August 30, 2011 order.

2. Significance of Merger

Notwithstanding the above, as the court understands the facts, the significance of the merger issue is questionable. The new (2005) Broad Cove Association appears to have included all of the landowners who were originally members of the 1962 Broad Cove Shore Association plus a substantial number of additional landowners from subdivisions created subsequent to 1962. See Articles of Incorporation of the 2005

[6] It appears that under the bylaws of the 1962 association, only 10 percent of the members in person or by proxy were necessary for a quorum. Under the bylaws of the 2005 association, a majority of the members either in person or by proxy were necessary to constitute a quorum.

Association. As a result, all of the old Association members are bound by the settlement (as members of the new Association), and the affidavit filed on behalf of the new Association is sufficient to declare the 2005 Balfour deed void ab initio regardless of whether a merger has occurred.

As a result, while the court fully agrees that a merger of the 1962 and 2005 associations was contemplated in the November 2006 settlement agreement, this appears to be the least significant of the requirements in the November 2006 settlement agreement and the August 30 order. As far as the court can tell, the Association has complied with the crucial aspects of the settlement agreement and the essential provisions in the August 30 order.

The degree of importance that should be attached to the merger issue necessarily affects what additional relief should be awarded to plaintiffs and what contempt sanctions should be imposed on the Association. Under the circumstances, the court will convene a hearing to consider two issues: (1) whether there is some significance to a merger that the court has overlooked and (2) what further relief should be awarded and/or what further contempt sanction should be imposed. The court will hold plaintiffs' request for attorneys fees in abeyance until those issues are resolved.

The entry shall be:

The court finds that the defendant has complied with three of the directives in the August 30, 2011 order but has not complied with the requirement that the 1962 Association and the 2005 Association be legally merged. Hearing to be scheduled to determine further relief and/or contempt sanctions. The Clerk is directed to incorporate this order in the docket by reference pursuant to Rule 79(a).

Dated: May 7, 2012

Thomas D. Warren
Justice, Superior Court

**HELEN MUTHER ET AL VS BROAD COVE SHORE ASSOCIATION ET ALS**
CASE #:PORSC-RE-2005-00169

---

| SEL VD | REPRESENTATION TYPE | | DATE |
|---|---|---|---|
| **01 003096 ATTORNEY: BLOOM, BARRI** | | | |
| ADDR: 465 CONGRESS STREET PO BOX 9545 PORTLAND ME 04112-9545 | | | |
| FOR: BETH ELLEN HESS | DEF | RTND | 12/12/2005 |
| FOR: LESLIE B CONNOLLY | DEF | RTND | 12/12/2005 |
| **02 003852 ATTORNEY: MANCINI, PHILIP P** | | | |
| ADDR: ONE MONUMENT WAY PORTLAND ME 04101 | | | |
| FOR: BROAD COVE SHORE ASSOCIATION | DEF | RTND | 12/22/2011 |
| **03 007848 ATTORNEY: MCKEE, WALTER** | | | |
| ADDR: 133 STATE STREET PO BOX 258 AUGUSTA ME 04332-0258 | | | |
| FOR: BUFFETT COASTAL TRUST | PL | RTND | 04/10/2008 |
| FOR: PAUL WOODS | PL | RTND | 04/10/2008 |
| FOR: HELEN MUTHER | PL | RTND | 04/10/2008 |
| **04 007535 ATTORNEY: MCKEON, THOMAS** | | | |
| ADDR: 465 CONGRESS STREET PO BOX 9545 PORTLAND ME 04112-9545 | | | |
| FOR: BETH ELLEN HESS | DEF | RTND | 12/12/2005 |
| FOR: LESLIE B CONNOLLY | DEF | RTND | 12/12/2005 |
| **05 003649 ATTORNEY: SPARKS, ANDREW** | | | |
| ADDR: ONE MONUMENT WAY PORTLAND ME 04101 | | | |
| FOR:BETH ELLEN HESS | DEF | RTND | 12/12/2005 |
| FOR:LESLIE B CONNOLLY | DEF | RTND | 12/12/2005 |
| FOR:BROAD COVE SHORE ASSOCIATION | DEF | RTND | 12/12/2005 |