

SUPREME JUDICIAL COURT OF MAINE

Testa's, Inc. v. Jack Coopersmith

2014 ME 137 (2014) · No. BCD-14-43 · Decided December 9, 2014

SUMMARY

The Maine Supreme Judicial Court affirmed a judgment holding that a 1978 agreement created an enforceable appurtenant easement over Testa's property for access to the Coopersmiths' buildings. The court concluded that the agreement was binding despite one party's failure to sign and that its language granted an easement rather than a revocable license. Because it affirmed the express-easement ruling, the court did not reach the alternative prescriptive-easement arguments.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Silver, J.; Saufley, C.J.; Alexander, J.; Mead, J.; Gorman, J.; Jabar, J.; Hjelm, J.
JURISDICTION	Maine
DECIDED	December 9, 2014
DOCKET	BCD-14-43
DISPOSITION	affirmed
PROCEDURAL POSTURE	Testa's, Inc. appealed from a judgment of the Maine Business and Consumer Docket entered after a bench trial, which determined that a 1978 agreement created an appurtenant easement over Testa's property. The Supreme Judicial Court of Maine affirmed.
STANDARD OF REVIEW	Whether a contract exists and the parties' intent are reviewed for clear error. Contract or deed language is reviewed de novo for ambiguity; if unambiguous, interpretation is a question of law, and if ambiguous, interpretation is reviewed for clear error. Factual findings are affirmed if supported by competent record evidence and reasonable inferences viewed in the light most favorable to the trial court's judgment.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Testa's, Inc. v. Jack Coopersmith, Sherri L. Coopersmith, Tourmaline King, LLC, Tourmaline Queen, LLC, Joan Purcell

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the 1978 agreement was enforceable even though Catherine Riccardo, one of the five identified parties, did not sign it.
2. Whether the 1978 agreement created an appurtenant easement rather than merely a revocable license.
3. Whether the agreement's termination provision for abuse of access transformed the granted interest into a license or otherwise rendered the agreement ambiguous.
4. Whether the Coopersmiths had a prescriptive easement over Testa's property.

HOLDINGS

1. The agreement was valid and enforceable. Riccardo's signature was unnecessary to bind the Testas and the Sanborns regarding access benefiting the Coopersmith building, and the trial court did not clearly err in finding that Riccardo consented to the agreement's terms.
2. The 1978 agreement unambiguously granted an appurtenant easement over Testa's parking lot for the benefit of the Coopersmith and Tourmaline buildings, not merely a license.
3. The court did not decide the prescriptive-easement issue because its holding that the 1978 agreement was enforceable and created an appurtenant easement resolved the appeal.

KEY QUOTATIONS

“The agreement clearly “benefit[s] a dominant estate,” Wentworth, 2003 ME 97, ¶ 12, 829 A.2d 520—two estates, in this case—and is subject to termination only upon abuse.” (¶ 15)

“The trial court properly concluded that the 1978 agreement (1) is enforceable against Testa’s and (2) granted an appurtenant easement.” (¶ 18)

FACTUAL BACKGROUND

Testa's owned a restaurant and parking lot in Bar Harbor, while the Coopersmiths and their predecessors owned adjoining properties containing retail businesses and rental space. The predecessors had historically accessed the rear of their properties through land owned by Testa's, and a planned retaining wall threatened to block that access. In 1978, the parties executed an agreement providing access by foot or motor vehicle over Testa's land, with token-operated gates if a fence or retaining wall impeded access. The predecessors and later owners used the access for many years, and the Coopersmiths acquired the properties in 2005 and 2012.

PROCEDURAL HISTORY

Testa's sued for a declaratory judgment that the Coopersmiths lacked a right of way over its property. The Coopersmiths counterclaimed for express, prescriptive, and implied easements. After a three-day bench trial, the

Business and Consumer Docket found that the 1978 agreement was enforceable and created an appurtenant easement, alternatively found a prescriptive easement, and rejected an implied easement. The court denied Testa's post-trial motions, and Testa's timely appealed.

DISPOSITION

affirmed

CASES CITED

- McClare v. Rocha, 2014 ME 4, ¶ 16, 86 A.3d 22
- Thurston v. Galvin, 2014 ME 76, ¶ 11, 94 A.3d 16
- Pelletier v. Pelletier, 2012 ME 15, ¶ 13, 36 A.3d 903
- Anchors v. Manter, 1998 ME 152, ¶ 16, 714 A.2d 134
- Laux v. Harrington, 2012 ME 18, ¶ 11, 38 A.3d 318
- American Protection Insurance Co. v. Acadia Insurance Co., 2003 ME 6, ¶ 11, 814 A.2d 989
- Stickney v. City of Saco, 2001 ME 69, ¶ 31, 770 A.2d 592
- Wentworth v. Sebra, 2003 ME 97, ¶¶ 12-13, 829 A.2d 520
- Marvin M. Brandt Revocable Trust v. United States, 134 S. Ct. 1257, 1265 (2014)
- Reed v. A. C. McLoon & Co., 311 A.2d 548, 552 (Me. 1973)
- Eis v. Meyer, 555 A.2d 994, 996 (Conn. App. Ct. 1989), aff'd, 566 A.2d 422 (Conn. 1989)
- Rollins v. Blackden, 99 Me. 21, 25, 58 A. 69 (1904)
- Waterville Estates Ass'n v. Town of Campton, 446 A.2d 1167, 1169 (N.H. 1982)
- Riverwood Commercial Park, LLC v. Standard Oil Co., 797 N.W.2d 770, 777 (N.D. 2011)
- Sleeper v. Loring, 2013 ME 112, ¶ 16, 83 A.3d 769
- Akasu v. Power, 91 N.E.2d 224, 226 (Mass. 1950)