Extinguishment of Road Easement by Quitclaim Deed
Abandonment of Easement
Relocation of Road Easement

Punitive damages where 1990 quitclaim deed given to plaintiff's predecessor-in-title that plaintiff alleged extinguished easement across plaintiff's land was ambiguous as to location of land being released, court correctly considered extrinsic evidence of parties' intent; and where extrinsic evidence, including direct evidence of grantor's intent, clearly established that 1990 deed was not intended to affect pre-existing easement, court did not err in finding that 1990 deed did not extinguish easement.

Notwithstanding that condominium complex now covers original access point of easement, where prima facie showing of abandonment requires party relying on it to show "(1) a history of nonuse coupled with an act or omission evincing a clear intent to abandon, or (2) adverse possession by the servient estate;" and where there was no evidence that original holder of easement intended to abandon it when condos were built, and no claim by plaintiff that he had acquired easement through adverse possession, court correctly rejected notion that defendant's predecessor-in-interest lost easement through abandonment.

Plaintiffs Robert Laux and Cynthia Moran-Laux (collectively, Laux) appealed a declaratory judgment that affirmed an easement in favor of defendant Ralph Harrington over property owned by Laux in the Towns of Newry and Hanover. The judgment also awarded nominal damages to Harrington for interference with the easement. Harrington cross-appealed on the issue of damages.

The easement dates from 1962 when Ralph Richardson deeded a parcel of land in Newry to Gerald Harrington, defendant Ralph Harrington's father. The deed also conveyed, subject to a condition that did not affect the case, "a right of way over and across my Cow Pasture which is partly in the Town of Hanover and partly in said Town of Newry for access to and from said lot. …" Ralph Harrington eventually inherited the parcel of land, which he uses primarily as a wood lot. "The easement benefiting the parcel burdened Richardson's land that, omitting intervening transactions not relevant here, was purchased by Erik Nelson in 1981, and then in 1993 by Laux."

Prior to 2008, Harrington used a woods road across land owned by Robert Chadbourne to access his lot, with Chadbourne's permission. When Chadbourne decided to close the road, Harrington talked to Laux about using the easement for his logging trucks. Defendant James Sysko, who owns property abutting Harrington's, also wanted to use the easement.

Harrington and Laux did not reach an agreement about whether the scope of the easement allowed logging trucks.

After consulting with an attorney, Harrington began using a woods road across Laux's property, making some minor improvements on the road.

Sysko also began to improve the road until Laux told him to stop.

Laux then filed a declaratory action in the Superior Court, seeking injunctive relief and damages. Harrington counterclaimed for declarative and injunctive relief. In November 2010, Harrington sought and obtained an order allowing him to smooth one area of the road and to haul timber over it pending trial. The road in question travelled for 75' on property owned by Bruce Powell. When Laux alerted Powell of Harrington's proposed use, Powell told Harrington that he could not use that portion of the road.

Following a bench trial, the Superior Court determined that a 1990 quitclaim deed from Gerald Harrington, Ralph Harrington's father and predecessor-in-title, to Erik Nelson, Laux's predecessor-in-title, did not extinguish the easement, and that the easement had not been abandoned. "The court awarded Harrington nominal damages of $100, declined to award any punitive damages, entered an injunction against Laux, and issued a declaration specifying in detail the nature and location of the easement."

Laux's primary argument relied on the 1990 quitclaim deed. Contrary to the Laux's position, the Law Court agreed with the Superior Court that the deed was ambiguous as to a material term. Although it described what was being released — namely, "any right, title or interest" in the land described, due to an ambiguous reference to the centerline of a brook, the deed was ambiguous concerning where the relevant land was located.

The Superior Court therefore correctly considered extrinsic evidence on the intent of the parties to the 1990 deed, and Laux conceded at oral argument "the extrinsic evidence admitted at trial establishes that the 1990 quitclaim deed was not intended to affect the easement created in 1962." The quitclaim deed did not refer to the easement, it referenced a "Plan of Land" that expressly referred to the easement, and there was "direct evidence in the record of Gerald Harrington's intent at the time of the conveyance" in the form of deposition testimony by Nelson that the deed was intended only to establish a boundary line that would allow him to construct a water intake in the brook. Nelson testified: "Neither of us had any intent to restrict or extinguish [Harrington's] existing easement over my land."

Laux also argued that Harrington abandoned the easement because the Chamberlain condo complex that Nelson built sits on the easement's original southern entry point. "A prima facie showing of abandonment requires the party asserting it to establish (1) a history of nonuse coupled with an act or omission evincing a clear intent to abandon, or (2) adverse possession by the servient estate."

Laux did not meet this burden. Nelson's testimony established that "he and Harrington specifically discussed preserving the easement when Harrington gave Nelson the quitclaim deed in 1990." There was no evidence of an intent to abandon, and Laux did not contend that he acquired the easement by adverse possession.

The Law Court also rejected the contention by Laux that the court's alteration of the easement's course ignored the rights of third parties. The court recognized that as currently used, the

easement utilizes part of a road owned by the Chamberlain Condominiums to the south, and to the north, runs for 75 feet across land owned by Powell.

"The court's judgment was careful, however, to adjudicate only the property rights of Laux and Harrington."

Moreover, the court's formal declaration of the easement's location "pointedly omits the Chamberlain and Powell properties." Harrington acknowledged at trial that he would have to "take his chances" with these other neighbors. Furthermore, the broad language of the deed, which simply allows a right of way "over and across [a] Cow Pasture," did not constrain the court's ability to alter the easement to follow the current path of the woods road as opposed to its historical path.

Finally, the trial court did not err in finding that Harrington and Sysko did not overburden the easement and therefore trespass on Laux's land. "Whether an easement is overburdened is a question of fact." The evidence supported a conclusion that the Harrington lot had been used as a wood lot for decades. Sysko's improvements facilitated that use and Laux did not cite any specific way in which the improvements caused him damage. The finding that the easement was not overburdened was not clearly erroneous.

With regard to Harrington's cross-appeal on the question of damages, Harrington essentially waived his claim for damages during his testimony, when he stated more than once that his main objective was to be able to use the woods road. The court's award of nominal damages in the amount of $100 was supported by the record. Harrington had alternate access to the wood lot during the litigation.

As for punitive damages, "[t]he court's implicit finding that Laux's conduct did not rise to the level of actual ill will or outrageousness required to award punitive damages is not clearly erroneous." In light of other evidence available, the court appropriately used its discretion to avoid a mini-trial on what Laux did or didn't say to his attorney in obtaining advice on which Laux relied in blocking Harrington's access to the road.

Judgment affirmed.

Laux et al. v. Harrington (Mead, J.), Dec. No. 2012 ME 18, Doc. No. Oxf-11-302, 2-21-12
Appealed from Superior Court (Clifford, J.)
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