

STATE OF MAINE
WALDO, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. BELSC-CV-2024-48

CHARLES HADYNIAK,]
LYNN HADYNIAK,]
CATHERINE HADYNIAK,]
KYLE HADYNIAK,]
TYLER HADYNIAK,]

PLAINTIFFS,]

v.]

TOWN OF FREEDOM,]

DEFENDANT, and]

BEAVER HILL PLANTATION, LLC,]

DAVID BENNETT,]

MARY ANN BENNETT,]

ERIN BENNETT-WADE,]

JASON WADE,]

THE BENNETT FAMILY TRUST,]

DAVID POTTLE,]

JANE POTTLE,]

THE PRICE FAMILY TRUST,]

PARTIES-IN-INTEREST]

CONSENT DECREE FOR
BEAVER RIDGE ROAD,
FREEDOM, MAINE

This Consent Decree relates to a disputed portion of Beaver Ridge Road (“Beaver Ridge Road” or “Road”) as described herein, and as stipulated by the Plaintiffs and the Defendant, is hereby Ordered by the Superior Court sitting in Belfast, Waldo County, Maine.

Plaintiffs Charles, Lynn, Catherine, and Kyle Hadyniak filed their Request for Declaratory Relief on July 10, 2024. They alleged that the disputed portion of Beaver Ridge Road (hereafter “the disputed portion of the road” as further defined in section 2, *infra*, and shown as the red line in Joint Exhibit 1 attached to this Decree), in Freedom, Maine, had been abandoned by the Town of Freedom – as “abandoned” is defined in 23 M.R.S.A. 3028 – before

the time a public easement would have automatically been retained. Plaintiffs also alleged that the Town had not retained a public easement in that disputed portion of the road. Defendant Town of Freedom answered and counterclaimed against the Plaintiffs.

Tyler C. Hadyniak was joined as a necessary plaintiff per this Court's Order dated September 16, 2025. All Plaintiffs and Interested Parties are landowners whose properties abut the disputed portion of the road. No Interested Party has filed an appearance in this matter. Throughout this litigation the Plaintiffs were represented by Tyler C. Hadyniak, Esq., of Freedom, and Defendant was represented by William Kelly, Esq., of Belfast. The Parties mediated on November 14, 2025, and this Consent Decree follows.

In the pleadings, the Plaintiffs asserted that the disputed portion of the road was abandoned because of, *inter alia*, an operative town vote on a warrant article on March 3, 1956. Plaintiffs argued that vote left a public easement in only an approximately .25 mile segment of Beaver Ridge Road. (See the yellow line in the attached Joint Exhibit 1.) That .25 mile segment started at what was historically referred to as "the O.B. Ward House," (which is now the end of the paved portion of Beaver Ridge Road) and continued northward from the O.B. Ward house to the road's intersection with what was, in 1956, a discontinued road connecting Beaver Ridge Road and Oak Lane. See Joint Exhibit 1 (orange line). The plaintiffs argued that the 1956 vote did not include the now-disputed portion of the road (noted as the red line in the attached Joint Exhibit 1).

In opposition to Plaintiffs' Complaint, Defendant alleged and counterclaimed that the Beaver Ridge Road was taken as a County Way in an 1823 Kennebec County Commissioners Order and that a 1956 Freedom Town Meeting Warrant Article, as approved by the voters, discontinued the Beaver Ridge Road as a Town Way and the Article served to retain a public easement in the disputed portion of the Beaver Ridge Road.

On February 24, 2025, after public hearings pursuant to 23 MRS § 3028-A, the Select Board of the Town of Freedom voted in favor of what the Defendant had counter-claimed: that the 1956 vote retained a public easement, including use by vehicular traffic, in the now disputed portion of Beaver Ridge Road. Notwithstanding that vote, 23 M.R.S.A. 3028-A provides that the Superior Court has jurisdiction to resolve disputes regarding the status of alleged public ways and public easements as found by municipal officers, and therefore the vote of the Select Board on February 24, 2025, is void and hereby superseded in its entirety by the terms of this Consent Decree.

The Parties have pending opposing Summary Judgment pleadings which reflect their conflicting views of the legal status of the disputed portion of Beaver Ridge Road. Those pleadings contain significant historical research and highlight a record which contains conflicting and ambiguous language regarding the disputed portion of the Road.

In recognition of the uncertainty for all Parties as to what a reasonable fact-finder could conclude based on the state of the historical records and expected conflicting expert and lay testimonies, in consideration of the desire to avoid future costs of litigation and retention of experts, and recognizing the value to all Freedom residents of an agreed-upon resolution, the Plaintiffs and the Defendant hereby stipulate to the following findings of fact and conclusions of law:

1. The disputed portion of the road starts at the intersection of Beaver Ridge Road and the “Road Connecting Beaver Ridge Road and Oak Lane,” and continues northward to the intersection of Beaver Ridge Road and Sibley Road. See Joint Exhibit 1 (red line.) The length of the disputed portion of the road is 1.5 miles.
2. The layout and taking of the Beaver Ridge Road as a public way is a three rod wide road, in which the Town took a non-possessory public easement, not a fee simple interest. Therefore, the abutting real property owners have always privately owned – and continue to privately own to the extent they each respectively abut the Beaver Ridge Road – the land burdened by the public way so laid out, to the center line of the disputed portion of Beaver Ridge Road.
3. On various dates in the 1990s, a Freedom Select Board member represented to Plaintiffs and their predecessors-in-interest conflicting statements which included representations that the disputed portion of the road had been abandoned by the Town, and therefore was the Plaintiffs’ (and their predecessors-in-interest’s) private property to control as they wished. In other communications, the Select Board Member stated that the Town did have or could revive authority over the disputed portion of the Beaver Ridge Road.. On this record, the Defendant does not dispute that the Plaintiffs acted reasonably and in good faith on these representations when they posted the disputed portion of the road as private and forbade entry by others.
4. The Parties stipulate that a public easement remains over the disputed portion of the Beaver Ridge Road, as shown in red in the attached Joint Exhibit 1, subject to the following conditions:
 - a. No mechanized or motor vehicle use, including but not limited to ATVs and snowmobiles; provided, however, snowmobiles may cross the disputed portion of the Road at locations designated by snowmobile clubs after such clubs have obtained written permission from the relevant abutting landowners;

- b. No parking of motorized vehicles anywhere along the disputed portion of the Road;
- c. Use shall be limited to pedestrian traffic, bicycles, snowshoeing, horseback riding, and cross-country skiing;
- d. No use of the disputed portion of the Road between one hour after sunset and one hour before sunrise; provided, however, upon notice published on the Town website and written notice provided via email to Plaintiffs, at email addresses provided by the Plaintiffs to the Town, not less than forty-eight (48) hours prior to the event, the Town or conservation groups may organize guided evening walks (for the purposes, for example, of owling or stargazing), outside the hours of access described above, but no later than midnight;
- e. No hunting on or from the Road;
- f. No electronically enhanced sounds (i.e. from speakers or boom boxes);
- g. No tampering with the personal property of the abutting landowners;
- h. No littering;
- i. No drones or any other device or method which could violate the privacy of abutters;
- j. No unleashed domesticated animals, except for those animals under strict voice command, provided however, in no event shall domesticated animals be allowed to enter private property abutting the Road and all domesticated animals shall be leashed when located within 300 feet of a residence;
- k. No activity which could be a crime under Maine law;
- l. No loitering within sight of residences;
- m. Should those using the easement be injured or incur property damage (i.e., to bicycles or dogs), the Plaintiffs shall have no liability for such injuries or damage, or for any consequences resulting from those injuries or property damage, except to the extent caused by the Plaintiffs' failure to warn of a danger they create, or unlawful intentional actions;
- n. No one shall use the easement who is otherwise prohibited by a Court Order from doing so; and,

- o. Nothing in this Consent Decree shall limit or prohibit the right of the Plaintiffs or Interested Parties from seeking a no-trespass order from the Waldo County Sheriff's Office against someone who violates the terms of use of the easement, or a protection from harassment order from the court for any user who unreasonably or repeatedly leaves the public easement and enters the private property of one of the Plaintiffs or Interested Parties.
5. The Town, or a qualified professional designee of the Town's choice with notice to the Plaintiffs of who that professional is, will maintain a fifteen foot wide travelled path within the public easement to include the cutting or limbing of trees and vegetation, to a level that is consistent with the nature of permitted uses described herein in a manner to provide reasonably safe passage by the average person. Said maintenance rights do not allow for the Town to pave with asphalt or add such material that would improve the road to a level that would support motorized vehicular traffic, this Road shall be maintained consistent with a typical rural recreational trail. The abutting landowners may undertake this work if exigent circumstances – like a fallen tree blocking Plaintiffs access to their residences – require immediate action before the Town can act, so long as the work does not unreasonably interfere with public use of the Road. The Town will provide notice to the Plaintiffs before undertaking extraordinary maintenance, *i.e.* the use of heavy machinery to remove trees blocking access allowed by this Consent Decree.
6. The above uses and hours of access described herein shall be the sole public rights within the disputed portion of the Road. This Consent Decree may be amended only by mutual written agreement of the Parties.
7. Each Party agrees not to publicly slander or defame the other regarding the subject matter of this litigation or the individuals involved therein, including the underlying issues and events leading to this Decree, or any part of this Decree.
8. Upon execution of this Consent Decree, the Town shall conspicuously post this Decree in the Freedom Town Office, and it shall be posted and thereafter remain on the Town's website indefinitely.
9. The parties shall have an ongoing duty to cooperate to effectuate the terms and conditions of this Consent Decree. Plaintiffs will record this Consent Decree in the Waldo County Registry of Deeds. The Parties shall equally share the cost of installing typical signage, the wording on which will be upon mutual agreement not to be unreasonably withheld, notifying users of the terms of this Consent Decree by posting it in its entirety at the southern and northern endpoints of the disputed portion of the road. The sign wording shall include a notice that owners

of domesticated animals and horses shall remove their respective animal's manure and feces from the travelled path.

10. Prior to initiating any Court action for violations of this Decree, the aggrieved Party shall submit written notice of the alleged offense to the offending Party, and provide the offending Party with the opportunity to cure any alleged violation within thirty (30) business days of the issuance of said notice.
11. Any Party found by a court of law to have violated any material term or condition of this Consent Decree shall pay the opposing Party's reasonable costs and attorney fees. If plaintiffs are found in contempt of this Consent Decree by unreasonably or incorrectly seeking a no-trespass order against someone who violates the easement's terms of use, Plaintiffs shall pay a monetary penalty to, and the reasonable costs and attorney fees incurred by, the Town. A Motion for Contempt may not be predicated on an alleged violation which may arise from the Plaintiffs' alleged failure to keep the road plowed from the intersection of Beaver Ridge Road and the Road Connecting Oak Lane and Beaver Ridge Road to the driveway of 218 Beaver Ridge Road, unless such failure to plow is alleged and later found to be perpetrated with the intent to defeat the purposes of this Consent Decree.
12. Each Party shall pay their respective expenses and legal fees incurred in this litigation prior to the entry of this Consent Decree upon the docket.
13. Upon execution of this Consent Decree, the Parties' pending Claims, Counterclaims, and Crossclaims are dismissed with prejudice.
14. The Parties hereby release each other from all claims, including but not limited to claims for torts, defamation, obstruction, nuisance, and claims of otherwise wrongful conduct related to the use, status, and actions taken by the Parties related to the disputed portion of Beaver Ridge Road. This includes actions which could have been brought prior to the date of execution of this Consent Decree.
15. The Parties hereby waive their right to appeal this Consent Decree.

So ORDERED.

The Clerk is to incorporate this Consent Decree upon the docket by reference, pursuant to M.R. Civ. P. 79(a).

Dated _____.

The Honorable Patrick C. Larson
Justice, Maine Superior Court

The Consent Decree is hereby Stipulated to:

By: _____
William Kelly, Esq.
Maine Bar No. 7077
Attorney for Defendant
96 High St.
Belfast, ME 04915
207-338-2702
bill@kellylawme.com

By: _____
Tyler C. Hadyniak, Esq.
Maine Bar No. 6294
Plaintiff/Attorney for Plaintiffs
P.O. Box 134
Freedom, Maine 04941
207-323-3462
thadyniak@tchmaine.com

Joint Exhibit 1

The parties agree that the public easement, referenced as the “Disputed Portion of Beaver Ridge Road” in the attached aerial map is three rods wide—with a travelled surface maintained by the Town in accordance with section 5, *supra*, not to exceed 15 feet in width – which is approximately 1.5 miles in length (the red line in Joint Exhibit 1), and begins at the intersection of Oak Lane as depicted in orange in the attached aerial map, thence running northeasterly for approximately 1.5 miles to the intersection with the Sibley Road.

