

KENAN E. SAHIN

v.

KAY H. COX

Submitted on Briefs May 24, 2012  
Decided May 31, 2012

Panel: SAUFLEY, C.J., and ALEXANDER, SILVER, MEAD, GORMAN, and  
JABAR, JJ.

#### MEMORANDUM OF DECISION

Kenan E. Sahin appeals from a judgment of the Superior Court (York County, *Brodrick, J.*) declaring that an easement once appurtenant to his land was extinguished by an agreement executed with a deed. Contrary to Sahin's arguments, the language of the agreement, to which his predecessor-in-title was a party, unambiguously terminated the view easement at issue in this case. *See Stickney v. City of Saco*, 2001 ME 69, ¶ 42, 770 A.2d 592; Cowan & Scannell, *Maine Real Estate Law and Practice* § 8:14 at 299 (2d ed. 2007). Further, we discern no clear error in the trial court's failure to grant Sahin relief based on principles of estoppel. *See Stickney*, 2001 ME 69, ¶ 44, 770 A.2d 592. Finally, the court did not abuse its discretion in admitting the testimony of an attorney as an expert to aid in its interpretation of the subject agreement. *State v. Dwyer*, 2009 ME 127, ¶ 16 & n.8, 985 A.2d 469.

The entry is:

Judgment affirmed.

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**On the briefs:**

John C. Bannon, Esq., Murray, Plumb & Murray, Portland, and Sarah A. McDaniel, Esq., Maine Land Law LLC, Gorham, for appellant Kenan Sahin

Andrew W. Sparks, Esq., Drummond & Drummond, LLP, Portland, for appellee Kay Cox

York County Superior Court docket number RE-2010-183  
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