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Via e-mail to mediate@mediateresources.com

Deborah Mattson
P.O. Box 27
Hallowell, ME 04347

RE: Leol Corson v. Jill Beck and Jacob Beck

Dear Ms. Mattson,

Please accept this letter as Jill and Jacob Beck's mediation statement. Naturally, this statement is an offer of compromise and privileged per the applicable Rule of Evidence.

1. BACKGROUND

Jill Beck is a grandchild of Leol Corson. Jill is married to Jacob Beck.

In 2016 Jill and Jacob were living and working in Utah. In March of 2016, Jill and Jacob decided to move to Maine in order to spend time with Leol. They resigned from their positions and moved to Maine in their RV, arriving in Maine in May 2016. Jill and Jacob secured positions at a Freeport campground, and began spending time with Leol. Leol's son, John, was living with Leol at Leol's Bristol home and John was contributing to Leol's living expenses.

In the fall of 2016, having decided that their stay in Maine was going to be more of a long-term situation, Jill and Jacob secured positions at Wayfair's Brunswick, Maine location and began looking for a home to purchase in Freeport. On October 26, 2016, Leol called Jill to advise her that John had moved out of the Bristol home. Leol invited Jill and Jacob to live with him. On November 4th, Jill and Jacob submitted an offer for a home in Freeport.

At an October 29th meeting, Leol expressed concerns to Jill about how he would be able to afford to stay in the Bristol home. Jill advised Leol of her and Jacob's potential offer on the Freeport home and asked Leol to consider moving into the home with them.

Leol declined, emotionally stating that the Bristol property was his home, and asked Jill not to make him leave it.

A family meeting was held on November 6th to discuss Leol's options. At some point Leol's son Jayson suggested to Jill and Jacob that Jayson and his wife, Kirsten, may be willing to move down from Howland to Bristol to help care for Leol. The family decided to meet with Leol's attorney to explore options to try to keep Leol in the home.

Recognizing that they appeared to be the only family members who were in a position to provide assistance to Leol (and willing to do so), on November 7th Jill and Jacob withdrew their offer on the Freeport home.

A meeting attended by Leol and his family members, and Leol's attorney, James Gallagher, was held at Mr. Gallagher's office on November 8th. This discussion included concerns that Leol was unable to pay his own mortgage, healthcare, utilities, and living expenses. Jacob shared with them that he and Jill were willing to step up to the plate and assist Leol. The discussion also included exploration of a reverse mortgage, but Mr. Gallagher cautioned against such an arrangement. This meeting concluded with Jacob agreeing to explore financing options to purchase Leol's home, and Mr. Gallagher suggested use of a "support mortgage" for Leol. A purchase & sale agreement was drawn up thereafter and signed by Leol, Jill and Jacob. Jill and Jacob then pursued financing for the transaction.

Another family meeting was held on December 7th. Jill and Jacob presented the idea of having Jayson and Kerstin stay with Leol. Jacob had accepted Jayson's offer to provide the live in care for Leol in order to allow Jill and Jacob to fulfill their obligations at the campground, after which (in 2017) Jill and Jacob would move into the house to care for Leol. Leol agreed with this idea, and plans were made to assist Jayson and Kirsten with the move, assuming that the purchase went through.

Jill and Jacob's efforts to purchase the Bristol home were successful and the transaction closed on December 19, 2016. The proceeds for the sale were sufficient to pay off Leol's mortgage. In addition to the purchase price, Jill and Jacob signed a "Living Arrangement Agreement" to ensure that Leol would have the legal right to stay at the home. In late December, Jayson and Kirsten moved into the Bristol home. Jill and Jacob secured temporary housing and continued their stay at the Freeport campground throughout that winter.

The relationship between Jill and Jacob and Jayson and Kirsten thereafter began to fray. From Jill and Jacob's perspective, it became clear that Jayson and Kirsten viewed the home as theirs (Jayson's and Kirsten's) and that Jayson and Kirsten believed that the arrangement in place was more permanent than Jill and Jacob believed. As a result, in October 2017 Jill and Jacob undertook steps to terminate Jayson's and Kirsten's occupancy of the Bristol home. Jill and Jacob fully intended to move in to the home and care for Leol. Unfortunately, Leol decided that he would move out with Jayson and Kirsten, and vacated the property with them in October 2017.

Leol then filed his lawsuit against Jill and Jacob, to which Jill and Jacob answered and counter-claimed based on concerns about the condition of the property. In light of the purchase price of the property, the "Living Arrangement Agreement", and the actual condition of the property, Jill and Jacob do not believe that their purchase of the Bristol property was an improvident transfer, that they abused a confidential relationship, or that they have been unjustly enriched by the transaction.

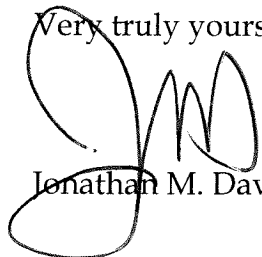
2. GOALS FOR MEDIATION

Jill and Jacob purchased the Bristol home expressly and solely to allow Leol to continue to reside therein. Of his own volition, Leol decided to move out of the home with Jayson and Kirsten - something that Jill and Jacob did not request and did not desire. As a result, Leol is not living in the home he wanted, and Jill and Jacob own a property that they do not want. Given the mortgage for the Bristol home, it is unlikely that Jill and Jacob can obtain financing to purchase a home that they are interested in owning.

Jill and Jacob are interested in pursuing all reasonable options to extricate the parties from this unfortunate situation. From Jill and Jacob's perspective, such options could include, but are not limited to, (a) transferring the Bristol property back to Leol with Leol refinancing the mortgage, either on his own or with a third-party co-signer; (b) transferring the Bristol property back to Leol with Leol assuming the mortgage debt and Jill and Jacob being released from liability thereon; (c) sale of the property and some reasonable division of the net sale proceeds or (d) settlement of any personal property claims.

Jill, Jacob and I look forward to working with you, Mr. Culley, and Mr. Corson to try to resolve this matter.

Very truly yours,



Jonathan M. Davis

JMD/

cc: Jill and Jacob Beck (via email)
Denis Culley, Esq. (via email)