



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	09/22/2021	Department	City Council
Agenda Item	4.c) Consideration of an extension of agreement – 38 Partridge Drive		
Est. Cost			

Background Information

The current owner of 38 Partridge Drive is requesting that Gardiner City Council consider allowing him an extension of the original terms. The Quitclaim and the request are attached to this agenda item. Per a Council directive, I am also attaching a summary of actions on this property from Gardiner City Assessor Curt Lebel.

Requested Action	After discussion with the property owner council may instruct staff to execute a new Quitclaim Deed or, they may chose to keep the original deed.
City Manager and/or Finance Review	
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

Robert Duplisea Jr
39 Partridge Drive
Gardiner ME 04345
207-416-7246
rob@rjdappraisal.com

July 25, 2021

City of Gardiner
6 Church Street
Gardiner ME 04345

RE: Extension of Agreement – 38 Partridge Drive.

Dear Council,

I am reaching out to you asking for your consideration. In May of 2020, Anne-Marie (Brown) Duplisea and I were the successful bidders on land located at 38 Partridge Drive, directly across from our home. The deed, executed June 17, 2020, included an agreement that this lot would be developed with a home that exceeded \$150,000 in value within 24 months. Our intentions at that time were to sell our existing home and build in this piece. Unfortunately, many changes in our lives have occurred since then. The pandemic has certainly affected all of us and Anne-Marie and I we no exceptions. Job security, lumber prices, and the overall uncertainty caused us to halt this decision. In addition, a split between the two of us has now occurred causing the sale of our home and now this piece as well.

I respectfully ask that City Council extend the 24 month development requirement. Although we will not be ones to develop this piece, I want to honor our agreement as best as I can. It is currently for sale and I feel an extended deadline will make this lot more appealing to a prospective buyer.

I thank you for your time and consideration,

Rob Duplisea



OPR BK 13659 PGS 252 - 253 08/07/2020 08:50:35 AM
INSTR # 2020018870 # OF PAGES 2
ATTEST: BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS KENNEBEC COUNTY, ME

TRANSFER TAX PAID

MUNICIPAL QUITCLAIM DEED

2

CITY OF GARDINER, a body corporate and politic located in Kennebec County, Maine, for consideration paid, releases to **ROBERT J. DUPLISEA, JR. and ANNE-MARIE BROWN**, with a mailing address of 39 Partridge Drive, Gardiner, ME 04345, all right, title or interest of Grantor in the property in said **Gardiner** described in the deed from Linda Adams to the City of Gardiner, dated January 20, 2017 and recorded in the Kennebec County Registry of Deeds in Book 12548, Page 64, commonly known as Lot 73 on Tax Map 22 of the City of Gardiner on file with the City of Gardiner as of April 1, 2013, excepting and reserving all public easements or other public interests in the above-described parcel for roads, sewers, or other purposes.

Also meaning and intending to release and hereby releasing any interest Grantor may have in the above-described property pursuant to the following lien certificates:

1. Recorded in said Registry on June 23, 2016 in Book 12329, Page 333; and
2. Recorded in said Registry on June 8, 2017 in Book 12624, Page 44.

SUBJECT TO the following condition which shall run with and bind the land and Grantees' successors and assigns shall be subject to the same:

1. On or before twenty-four (24) months from the date of this deed, Grantees shall complete the construction of a house upon the above-described property with an assessed value of at least \$150,000.
2. This obligation shall be fulfilled pursuant to duly issued City of Gardiner building permits and in compliance with all zoning requirements and building codes.
3. In the event this obligation is not complete by the deadline, Grantor shall have all of the following remedies without waiving any claims for breach of agreement or any other rights or remedies available at law: (1) upon thirty (30) days written notice from Grantor to Grantees, Grantees shall convey the above-described property to Grantor for \$1.00; (2) Grantor may seek specific performance; or (3) Grantor may fulfill this obligation or cause the obligation to be fulfilled for the account of Grantees, and Grantees shall reimburse Grantor for any amount paid and any expense or contractual liability so incurred, and any amounts due thereunder shall be deemed payable on demand of Grantor.

IN WITNESS WHEREOF, the City of Gardiner has caused this instrument to be signed and sealed by the undersigned, duly authorized, this 17 day of June, 2020.

City of Gardiner

By Christine M Landes
Christine Landes, City Manager

STATE OF MAINE

Kennebec County

July 17, 2020

Personally appeared the above-named Christine Landes, City Manager of the City of Gardiner, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said body corporate and politic.

Hannah L. Carter
Notary Public

Hannah L. Carter
Print or type name as signed

Anne, good morning.

Yes, the City Council may (and has at least once in the past) grant the owner an extension. If the City Council approves re-starting the 24 month clock this month, then I can draft the document to do that. (The current 24 month clock has almost exactly 12 months left on it.) Alternatively, the City Council could approve re-starting the 24 month clock upon Mr. Duplisea and Ms. Brown selling the property so long as it's before the current clock runs out. I can't tell exactly which she's asking for.

Sarah

Sarah L. Reinhart
Eaton Peabody
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80 Exchange Street
Bangor, ME 04402-1210
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[Professional Profile](#) | [Website](#)

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From: Anne Davis <ADavis@gardinermaine.com>
Sent: Monday, August 09, 2021 1:36 PM
To: Pottle, Jonathan <JPottle@eatonpeabody.com>
Cc: Reinhart, Sarah <SReinhart@eatonpeabody.com>
Subject: City of Gardiner

Hi Jon and Sarah,

Last Wednesday, Gardiner City Council took up an agenda item that they did not feel comfortable about making a decision without checking with you. I am attaching all the information you should need. The owner of 38 Partridge Dr. wants to sell a piece of property he purchased from the City. The Quitclaim has very specific language that it reverts back to the city if no improvements have been done in a certain amount of time.

The owner is now looking to sell the property and get an extension on the build out. My question is deceptively simple...can Council grant the owner an extension? Please see all the information I have about this transaction. It seems to me that it must revert back to the city?

Thanks for your help.

Anne Davis
Acting City Manager
Director of Library and Information Service
6 Church Street
Gardiner, ME 04345
207-582-4200

INTEROFFICE MEMORANDUM

TO: ANNE DAVIS, CITY MANAGER

FROM: CURT LABEL, ASSESSOR

SUBJECT: PARTRIDGE DRIVE

DATE: 9/13/2021

CC:

Anne,

The development of the subdivision along Partridge Drive has a rather complicated history, particularly since the mid 1990s. The following represents a very condensed version of the City's history of involvement.

The City has twice, tax acquired several vacant properties within the subdivision (subject lot 73 included). The first acquisition was related to a default by the original developer. Tax liens issued in the early 1990s were further supported by a foreclosure action by the City that was resolved in the 1998-1999 time frame. There were several parties in interest including the IRS and multiple private creditors.

The City eventually conveyed all the vacant parcels that were acquired to a new developer in 2003. This new developer constructed and sold 4-5 new homes during the 2003-2007 time frame, but with the real estate collapse in 2008, the City once again came into possession of the remaining four undeveloped lots around 2010-2011 through matured tax liens (subject lot 73 included).

At this time, the road itself was still identified as a private road as was the sewer line and pump station which sits at the westerly terminus of the road.

Over the next 2 years, through 2013 these properties were conveyed out to private individuals. Road and sewer improvements were conducted as a result of failures within the sewer system and a request by the property owners within the development who desired to convey the road and sewer to the City. These costs of repairs and necessary improvements were charged out to property owners on Partridge Drive as part of an agreement wherein the City would accept the infrastructure as public. The road and sewer systems were accepted and assumed as public by the City in November 2012.

Lot 73 (subject parcel) was conveyed out to a private individual in October 2013, with a residential buildout requirement. The build requirement was not met by the purchaser and the City initiated attempts to re-acquire the parcel, which it did successfully in January of 2017 after lengthy legal proceedings ending in a civil trial.

Lot 73 was subsequently conveyed to the current owner in June 17, 2020 with a build out requirement of a house with an assessed valuation of at least \$150,000, to be completed within 24 months of the deed date (June 17, 2022).

Curt Lebel

Assessor, City of Gardiner