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May 12, 2021

VIA EMAIL ONLY: ATchao@dwmlaw.com

Freeport Town Council
c/o Amy Tchao, Esq., Town Attorney
30 Main Street
Freeport, ME 04032

RE: Harmony Lane Consent Agreement

Dear Councilors:

I represent Chris and Jamie Palmer, owners of Lot C1 on Harmony Lane. I understand a proposed Consent Agreement concerning their property is currently on the Agenda for the Town Council meeting scheduled on May 18, 2021.

By way of background, my clients sold their home in June 2020 with plans to build a new residence in Freeport. On June 21, 2020, the Palmers entered into a Purchase and Sale Agreement with Mr. Paul Brackley to purchase a portion of "Lot C" he inherited from the Estate of Ruth E. Fraser.¹ My clients were represented by a licensed real estate broker and assisted by Midcoast Title to close the purchase. No concerns were raised at that time about

¹ Ms. Ruth E. Fraser owned approximately 32 acres adjacent to Baker Road. She sold a 2.5-acre parcel in May 2019. That was Ms. Fraser's first conveyance in a five-year period. Ms. Fraser passed away in July 2019. Pursuant to the terms of her will, Ms. Fraser's remaining land was bequeathed to her two children and their spouses. The distribution resulted in four lots, Lot A (to Scott Fraser), Lot B (to Debra Fraser-Brackley), Lot C (to Paul Brackley) and Lot D (to Valerie Fraser). The other half of Lot C – "Lot C2" – was purchased by Delta Properties, LLC on October 14, 2020. Scott Fraser, Debra Fraser-Brackley, Valerie Fraser, Paul Brackley and Delta Properties, LLC are also parties to the Consent Agreement.

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the legal status of Lot C1 during that process. The Palmers closed on their parcel on October 28, 2020.

In December 2020, the Palmers applied for a building permit for a single-family residence on Lot C1. It was at that time the Town indicated that the division of Lot C was subject to subdivision review. The Palmers' permit application is still pending, and the proposed Consent Agreement will impose conditions on Lots A, B, C2 and D in order to allow a building permit to issue on their Lot C1. We certainly appreciate the Town's willingness to negotiate this resolution which will ultimately allow my clients to pursue construction of their dream home. I write separately to address the issue of sanctioning my clients with fines and legal fees.

All parties agree my clients never had any intention of circumventing Maine's subdivision law. Lot C1 was always held out to them as buildable and suitable for their desired purpose. The Palmers went through all the appropriate channels to purchase their property for the purpose of building their home. Despite implementing those safeguards, it was only after closing on the parcel and submitting their building permit application that the Town raised the subdivision issue. Of course, there remains serious disagreement that the division of Lot C was a violation at all, but the parties do agree that resolving this legal question would require protracted litigation. In that case, all parties, including the Town, would have incurred substantially more legal fees. The proposed Consent Agreement reduces all the parties' costs in that regard.

Notwithstanding this resolution, the Palmers have already suffered significant monetary damages they may never be able to recover. Their home construction has been delayed by nearly six months and the recent building trends coupled with the pandemic have caused construction costs to surge exponentially since December 2020. At last estimate, the Palmers' contractor expected the building costs of their project to be \$42,000.00 over what he had originally estimated. In addition, the Palmers have incurred their own legal fees as a result of this dilemma.

On behalf of the Palmers, I respectfully request the Council consider the information contained herein and vote not to sanction the Palmers with fines or the Town's legal fees, and instead waive reimbursement of any of the Town's legal fees incurred to bring this matter to a collaborative resolution. The Palmers have endured enough financial hardship throughout this process through no fault of their own.

My clients and I will be present at the meeting on May 18th and will be happy to answer any questions you may have.

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As always, your time and attention to this matter is very much appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy McNally', with a stylized, cursive script.

Amy McNally, Esq.

Copy to: Chris and Jamie Palmer (via email)
Sarah McDaniel, Esq. (via email)
Paul Weinstein, Esq. (via email)
Alan Wolf, Esq. (via email)