

ORDER

STANDISH TOWN COUNCIL

DATE: June 6, 2023

ORDER NUMBER: 46-23

SUBMITTED BY: Paul

TITLE: ACTION ON BID #23-1 (SALE OF TOWN OWNED PROPERTY AT 16 MOODY ROAD) AND FURTHER ACTION PURSUANT TO SECTION 3-29(L) OF THE STANDISH CODE

ORDERED, that all bids submitted in response to Bid #23-1 be, and hereby are, rejected;

BE IT FURTHER ORDERED, that the method of sale pursuant to Sec. 3-29(L) of the Standish Town Code of the Town-owned property located at 16 Moody Road (Tax Map 10, Lot 48B) be by negotiated sale to the Bonny Eagle Soccer Club, provided that the conveyance shall be subject, at a minimum, to the following terms and conditions, all of which shall be in favor of and reserved to the Town of Standish ("Town") in the deed of conveyance:

- (1) The property shall be sold subject to a perpetual use restriction that it shall only be developed and used for athletic playing fields;
- (2) The property shall be sold subject to the limitation and that it shall be developed into athletic playing fields within ten (10) years of the date of the conveyance or else the property shall revert to the Town as stated and reserved in the deed of conveyance;
- (3) The property shall be sold subject to the limitation that in the event Bonny Eagle Soccer Club decides to discontinue operations; or fails to continue operations; or is or seeks to be dissolved, either voluntarily or involuntarily; or is or seeks to be liquidated, either voluntarily or involuntarily; or merges with or is acquired by any other corporation, person or entity; or declares either voluntary or involuntary bankruptcy or insolvency; or is not otherwise able to fulfill its use restrictions or obligations under the deed, then it shall convey the property back to the Town, not later than 60 days following demand therefore;
- (4) The property shall be sold subject to the limitation that in the event Bonny Eagle Soccer Club shall cease to exist as a nonprofit corporation qualified to do business in Maine, and a prior conveyance has not been made to the Town as set forth in (3) above, then title to the property shall revert to the Town as stated and reserved in the deed of conveyance;
- (5) The property shall be sold subject to the limitation that Bonny Eagle Soccer Club shall not sell, rent, lease, mortgage, assign, or otherwise transfer an interest in the property without the prior written consent of the Town, acting by and through its Town Council;
- (6) The property shall be conveyed by Quitclaim Deed with Covenant; and
- (7) The property shall be sold "AS IS, WHERE IS", with no warranties regarding the property made by the Town.

BE IT FURTHER ORDERED, consistent with Sec. 3-29(L) of the Standish Town Code, that the Town Manager be and hereby is authorized to negotiate further terms of the sale that may be in the best interests of the Town and to complete the sale, including, without limitation, execution and delivery of the deed and any other paperwork reasonably incident to the sale.

APPROVED _____ DISAPPROVED _____

ROLL CALL YEA NAY ABSTAIN

BUTLER _____
GABA _____
LECLERC _____
LIBBY _____
MARCI _____
PAUL _____
WATSON _____
CLERK/SECRETARY _____