

1. Land Bank Commission June Meeting

Documents:

[LBC AGENDA 06142018.PDF](#)

[LBC MINUTES 05102018.PDF](#)

[6-13-18 LBC MEMO RE PURCHASE OF ROBBINS PROP FOR RECM TO  
CC.PDF](#)

[PARK COMMISSION AND LAND BANK REPORT 2018-06.PDF](#)



**Commission Members:** Co-Chair Tom Jewell, Co-Chair Patrizia Bailey, Simon Rucker, Meri Lowry, William Mann, Colleen Tucker, Roger Berle, Steve Morgenstein, and Councilor Justin Costa.

**Portland Trails Representative:** Kara Wooldrik

**City Staff:** Doug Roncarati, Michael Goldman, Ethan Hipple and Alli Carroll

### Land Bank Commission Agenda

June 14, 2018

5:00 PM

Portland, Maine City Hall  
389 Congress Street, Room 24

- |      |   |           |
|------|---|-----------|
| I.   | Citizen Comment Period  | (5 min.)  |
| II.  | Agenda Items  |           |
| i.   | Acceptance of Meeting Minutes: May 10, 2018   | (2 min.)  |
| ii.  | New Business  | (40 min.) |
| a.   | Development on Wetlands – Bancroft Subdivision  |           |
| iii. | Old Business  | (30 min.) |
| a.   | Oat Nuts Park Parcel Update<br><i>Vote to recommend that the City Council approve the purchase and sale agreement to acquire property located in Oats Nuts Park area (CBL numbers 393-A-33 to 37 and 393-B-3-4-33-34) and to recommend that the Council designate such parcels as Land Bank property interests.</i> |           |
| b.   | Update on Redlon Woods<br><i>The Commission may go into executive session pursuant to 1 M.R.S. 405(6)(C) to discuss real estate negotiations and the City's legal rights and duties.</i>  |           |
| c.   | Forest Ave. Parcel abutting Riverton Elementary School.<br><i>The Commission may go into executive session pursuant to 1 M.R.S. 405(6)(C) to discuss real estate negotiations and the City's legal rights and duties.</i>   |           |
| d.   | TAPC List Update  |           |
| e.   | CMP License – Kara  |           |
| f.   | Paper Street Update   |           |
| g.   | Verizon Pines (Davis Farm Road) Update  |           |
| iv.  | Communications/Updates  | (10 min.) |
| a.   | Parks Commission Report - Meri  |           |
| b.   | Monthly Parks Report – Ethan  |           |

*The Land Bank Commission is responsible for identifying and protecting open space resources within the City of Portland. The commission seeks to preserve a balance between development and conservation of open space important for wildlife, ecological, environmental, scenic or outdoor recreational values.*



**In attendance:** Commission Members Co-Chair Tom Jewell, Co-Chair Pat Bailey, Simon Rucker, Meri Lowry, and Colleen Tucker. Portland Trails Representative: Kara Wooldrik. City Staff: Doug Roncarati, Ethan Hipple and Alli Carroll.

### Land Bank Commission Minutes

May 10, 2018

5:00 PM

Portland, Maine City Hall  
389 Congress Street, Room 24

#### I. **Citizen Comment Period**

There is no citizen comment at this time.

#### II. **Agenda Items**

##### i. **Acceptance of Meeting Minutes: April 12, 2018**

*Meri moved to accept the minutes of April 12, 2018. Simon seconded. Motion passed with 4 in favor, Pat abstained.*

##### ii. **New Business**

###### a. **Funding of Maine Conservation Corps Crew**

Every year, \$4000 is put into the Parks Budget for the Maine Conservation Corps Crew to work in collaboration with Portland Trails. This was cut from the FY19 budget. Last year the Land Bank Commission approved to spend \$10,000 for tools and materials for the Student Conservation Association to work on the improvement of PATHS. Ethan is asking for the Land Bank to fund \$13,000: \$5000 for management of the SCA group, \$4,000 for MCCC, and \$4000 for materials for both groups. Improvements that these crews would work on could be PATHS (phase two), Evergreen Cemetery and Riverton Trolley Park.

*Colleen moved for the Land Bank Commission to fund a total of \$13,000: \$5,000 for the Portland Trails management of the Student Conservation Association crew, \$4,000 for the Maine Conservation Corps Crew and \$4,000 for materials for the groups to work on improvements at PATHS, Evergreen Cemetery, and Riverton Trolley Park. Meri Seconded. All in favor.*

###### b. **Potential Land Bank Commission Outings**

*Colleen excused herself from the meeting at 5:45pm.*

Tom suggested that the Commission do more outings. It would be great for those who haven't visited some of the Land Bank properties. The Commissioners agreed.

###### c. **Land Bank Commission compared to Parks Commission**

The Ad Hoc committee met to discuss the Land Bank and Parks Commission Chapter 2 and 18 Ordinances. They found that there is a lot of overlap between the two. Michael Goldman will be working on the language.

###### d. **Land Bank Councilor Update**

The Commission discussed their lack of representation and that they are about to lose a lot of history by two Commissioners terming out. Commissioners expressed interest in wanting a City Councilor to represent the Land Bank. Councilor Costa has had conflicts preventing him from representing the Land Bank. Ethan suggested a letter to Council members.

##### iii. **Old Business**

*Simon moved to go into executive session pursuant to 1 M.R.S. 405(6)(C) to discuss real estate negotiations and the City's legal rights and duties. Tom seconded. All in favor.*

- a. **Update on Redlon Woods/TAPC Parcels**
- b. **Oat Nuts Park Parcel Update**
- c. **Forest Ave. Parcel abutting Riverton Elementary School.**
- d. **Holbrook Street Tax-Acquired Property, 335-E- 11:**
- e. **205 New Island Avenue, 85-G- 27:**
- f. **Plymouth Street, 345-A- 26:**

*Pat moved to come out of executive session. Tom seconded. Passed unanimously.*

- g. **TAPC List Update**

Doug will make maps and suggested a subcommittee form. Pat showed interest in being a part of the subcommittee.

- h. **CMP License – Kara**

Kara reported that this is still pending.

- i. **Paper Street Update**

Ethan will follow up with Camille to see if everything has moved forward since the Land Bank Commission's vote. Tom asked for this to be on the agenda for next month.

- iv. **Communications/Updates**

- a. **Parks Commission Report**

The Green Space Gathering occurred last week. There was a great turn out and great speakers.

- b. **Monthly Parks Report**

Ethan explained Piano in the Squares. There will be four pianos painted by four local artists held in four squares. Local businesses have "adopted" them and will be responsible for taking care of them daily.



Economic Development Department  
Gregory A. Mitchell, Director

## **MEMORANDUM**

**TO:** Land Bank Commission

**FROM:** Greg Mitchell, Economic Development Director

**DATE:** June 13, 2018

**SUBJECT:** Acquisition of Oak Nuts Park Area Properties for Land Bank Designation

### **I. ONE SENTENCE SUMMARY**

The request is to acquire vacant Oak Nuts Park area properties to be designated as Land Bank properties to preserve them for future Portland residents.

### **II. BACKGROUND**

The Land Bank Commission is recommending the acquisition and Land Bank designation of the following vacant properties for the following reasons:

**Parcels 393-A-33 to 37** are located on the backside of Oat Nuts Park (owned by the City) along a drainage divide between the Park and the residences at Whitehead Circle and are contiguous with both Oat Nuts Park and the Presumpscot River Preserve. Given the steep terrain, drainage course flowing to the Presumpscot River, and CMP right of way, these lots are landlocked and undevelopable. Their acquisition will help to preserve the integrity of the drainage course, protect water quality in the river, provide a wooded buffer between the park and adjacent residences, and generally enhance the quality of these very popular open spaces.

**Parcels 393-B-3-4-33-34** are located and landlocked within Oat Nuts Park. These lightly wooded lots, including areas of mapped wetlands, are located just off of the popular walking trail between Summit Street and the Presumpscot River Preserve. Acquisition of these lots will help to protect wetlands associated with a tributary stream flowing to the Presumpscot River and will provide the City with clear title to this land within the park. These parcels are located in a Resource Protection Zone (RPZ).

In summary, City staff conducted a housing suitability analysis and determined the referenced properties are landlocked with no public street frontage nor access to public utilities so this land is not buildable.

### **III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

Land Bank Commission and City Council approval to designate the referenced properties and place them in the Land Bank.

### **IV. FINANCIAL IMPACT**

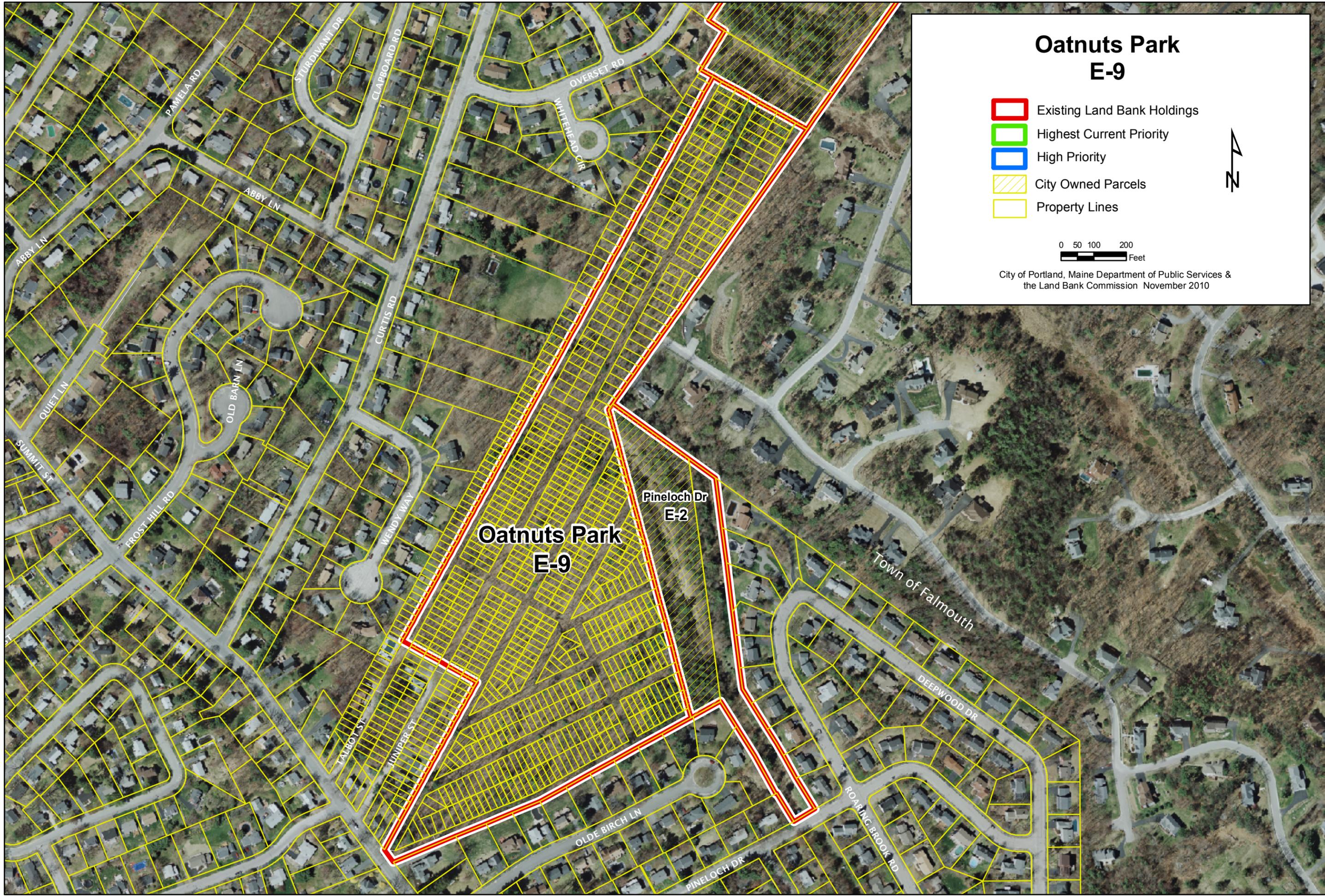
The purchase price for the referenced properties is \$6,385 to paid from Land Bank Commission funds. The appraised value of these properties \$8,700.

### **V. RECOMMENDATION**

Staff recommends the LBC vote to recommend approval, to the City Council, the acquisition and Land Bank designation of the referenced properties

### **VI. LIST ATTACHMENTS**

- Map of Oat Nuts Park Area.
- Map of Lots Land Bank would like to purchase, highlighted in yellow.
- Purchase and Sale Agreement for Parcels 393-A-33 to 37 and 393-B-3-4-33-34.



# Oatnuts Park E-9

- Existing Land Bank Holdings
- Highest Current Priority
- High Priority
- City Owned Parcels
- Property Lines



0 50 100 200  
Feet

City of Portland, Maine Department of Public Services &  
the Land Bank Commission November 2010

**Oatnuts Park  
E-9**

Pineloch Dr  
E-2

Town of Falmouth

DEEPWOOD DR

ROARING BROOK RD

OLDE BIRCH LN

PINELOCH DR

JUNIPER ST

TALROT ST

WENDY WAY

FROST HILL RD

QUIET LN

SUMMIT ST

OLD BARN LN

ABBY LN

PAMELA RD

STURDIVANT DR

CLAPBOARD RD

OVERSET RD

WHITEHEAD CIR



## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "CITY" or "Buyer"), and STEPHEN P. ROBBINS, with a mailing address of P. O. Box 271, East Winthrop, ME 04343 (hereinafter referred to as "SELLER").

### W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property located at 0 Talbot Street in Portland, Maine, specifically 393-A-33 to 37 and 393-B-3-4-33-34 as designated by the City Assessor, and as more fully described in the deeds attached hereto as Exhibit 1, and incorporated herein (the "Premises"); and

WHEREAS, the CITY desires to purchase the Premises.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. SALE. SELLER agrees to sell to CITY the Premises, and CITY agrees to buy the Premises, and accept the deed to the same, for the consideration, and subject to the terms and conditions, set forth herein.
2. CONSIDERATION. The consideration for the Premises shall be Six Thousand Dollars Three Hundred Eighty-five (\$6,385.00) (the "Purchase Price") payable as follows:
  - a. A deposit of Five Hundred Dollars (\$500.00) to be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Seller until closing and applied to the Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the "Deposit"); and
  - b. The Purchase Price, less the Deposit, to be paid by Buyer to Seller at closing by Buyer's check or wire subject to any adjustments provided for in this Agreement.
3. TITLE; DUE DILIGENCE; INSPECTIONS
  - a. Due Diligence Period. Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is sixty (60) days after the date of this Agreement (the "Due Diligence Period"), unless otherwise provided herein, to complete any survey, environmental review and title examinations.
  - b. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period, unless otherwise extended as provided for herein, to deliver to Seller any written objections to title, environmental, or survey matters (other than the

permitted exceptions identified herein) that materially affect marketability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.

- c. **Option to Cure.** In the event of a title or survey objection, Seller will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the Seller elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the Seller does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- d. **Deed.** Seller shall convey the Premises to Buyer at the closing in fee simple by a warranty deed. Title shall be good, marketable, and insurable title, free and clear of all encumbrances except (i) easements described herein; (ii) easements for utilities servicing the Premises, (ii) City ordinances, and (iii) real estate taxes not yet due and payable.
- e. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The Seller acknowledges that such Inspections may include the digging of test pits, which the Seller hereby approves.
- f. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense.
- g. In the event that Buyer does not purchase the Premises, Buyer agrees to return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the Buyer's option, reimburse the Seller for the reasonable costs of any physical damage caused to the Premises in connection with the Inspections; provided, however, the Seller hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.

- h. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
4. REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX. SELLER shall be liable for all real estate taxes due through the closing date. The Maine real estate transfer tax shall be paid for by SELLER in accordance with 36 M.R.S. § 4641-A. CITY is exempt from paying the transfer tax pursuant to 36 M.R.S. § 4641-C. The recording fee for the deed of conveyance shall be paid for by CITY.
5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:
- a. There are no outstanding pending or threatened liens, claims, rights of first refusal, licenses or encumbrances against or affecting the Premises
  - b. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.
  - c. There are no outstanding claims, losses or demands against Seller by any person respecting Seller's ownership, use or occupancy of the Premises.
  - d. The Premises has not been used for any dumping of waste materials or landfilling and is free of special wastes, underground storage tanks, radon, asbestos, lead substances, and any hazardous, biomedical, radioactive or toxic, substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.
  - e. Seller has no knowledge of any boundary disputes or encroachments affecting the Premises.
  - f. There are rights of ingress and egress in perpetuity from the Premises to a public way for vehicular and pedestrian traffic and utilities.
  - g. The above representations and warranties shall survive the closing of the sale of the Premises.
6. CONDITIONS PRECEDENT. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:
- a. There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections described above, and the Premises shall be substantially in the same condition as they were at the time of the inspections;
  - b. Title to the Premises shall be good and marketable and insurable; and
  - c. As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.
  - d. If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement.

7. CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at City Hall at a time agreeable to the parties on or before the day that is 30 days after the end of the Due Diligence period (the "Closing Date"). At the Closing:
  - a. Seller shall execute, acknowledge and deliver to Buyer a warranty deed conveying to Buyer good, marketable, and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
  - b. Buyer shall deliver the balance of the Purchase Price to the Seller.
  - c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
8. DEFAULT AND REMEDIES. In the event Seller defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue all available legal and equitable remedies, including, without limitation, specific performance, and the right to a return of its deposit.

In the event Buyer defaults under this Agreement, for a reason other than the default of Seller, Seller's sole remedy shall be the right to retain the Deposit for the breach and not as a penalty therefor, and this contract shall be deemed terminated.
9. In the event that SELLER defaults hereunder for a reason other than the default of the CITY, shall have the right to pursue and all legal and equitable remedies available to it, including specific performance. In the event that CITY defaults hereunder for a reason other than the default of the SELLER, SELLER shall have the right to terminate this Agreement as its sole remedy.
10. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by CITY and SELLER.
11. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
13. GOVERNING LAW. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is

determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

14. NOTICE Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE CITY: City of Portland  
ATTN: CITY MANAGER  
389 Congress Street  
Portland, ME 04101

FOR SELLER: Stephen P. Robbins  
P.O. Box 271  
East Winthrop, ME 04108

15. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a faxed, pdf or other reproduced or electronic document shall be considered the equivalent of an original signature.

16. BROKERS. SELLER represents and warrants that is has not dealt with a real estate broker in connection with this transaction. SELLER agrees to indemnify and hold harmless CITY from any claims made by any broker should Buyer's representation in this paragraph be false.

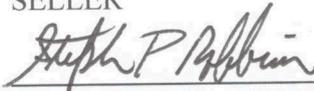
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Jon P. Jennings  
Its City Manager

SELLER

  
\_\_\_\_\_  
Printed Name: Stephen P. Robbins

  
WITNESS  
Approved as to form:

\_\_\_\_\_  
Corporation Counsel's Office

Know all Men by these Presents, That

We, Mary N. McCormick of Portland, Katherine G. Dougherty of South Portland, both in the County of Cumberland, and Annie C. Muzzreall of Livermore Falls in the town of East Livermore, in the County of Androscoggin, all in the State of Maine,

in consideration of one dollar and other valuable considerations, John P. Hamilton of Portland, in said County of Cumberland and State of Maine, paid by

Seal Book 2449 Page 210

the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said

John P. Hamilton, his heirs and assigns forever, certain lots or parcels of land, with the buildings thereon, situated in Portland, County of Cumberland, State of Maine, being lots numbered one hundred forty-one (141), one hundred forty-two (142), two hundred sixty-eight (268) and two hundred sixty-nine (269), as shown on Plan of Lots of Outnuts Park, recorded in Cumberland County Registry of Deeds, Plan Book 9, page 103, to which reference is hereby made; also lots numbered eleven (11), twelve (12) and thirteen (13), as shown on said Plan.

Being all and the same premises conveyed to Martin J. Hamilton by Gertrude B. Thompson by deed dated October 1, 1928 recorded in said Registry, Book 1800, page 37. Said lot numbered 11 being the same conveyed by the City of Portland to said Martin J. Hamilton by deed dated June 7, 1929, to be recorded in said Registry.

The grantors and the grantee herein being the only heirs-at-law of said Martin J. Hamilton, deceased.

On June and in Hand the same, together with all the privileges and appurtenances thereunto belonging, to him the said John P. Hamilton, his heirs and assigns forever. And we do covenant with the said Grantee, his heirs and assigns, that we will warrant and forever defend the premises to him the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me, us.

In Witness Whereof, We, the said Mary N. McCormick, being a widow, Katherine G. Dougherty and Annie C. Muzzreall, and we John Dougherty and George F. Muzzreall, husbands respectively of the said Katherine G. Dougherty and Annie C. Muzzreall, joining in this deed as grantors, and relinquishing and conveying our rights by descent and all other rights in the above described premises have hereunto set our hand and seals this twenty-fourth day of July in the year of our Lord one thousand nine hundred and thirty.

Signed, Sealed and Delivered in presence of F. W. Hinckley to M.N.M. Mrs. Mary N. McCormick Seal Katherine G. Dougherty Seal John Dougherty Seal Annie C. Muzzreall Seal Geo. F. Muzzreall Seal

State of Maine, Cumberland, ss. July 24, A.D. 1930.

Personally appeared the above named Mary N. McCormick and acknowledged the above instrument to be her free act and deed. BEFORE ME, F. W. Hinckley, Justice of the Peace.

RECORDED July 24, 1930, at 1 o'clock 20 m. P. M., and recorded according to the original.

393-3-34-33-34

# Know all Men by these Presents, That

We, Mary N. McCormick of Portland, Katherine G. Dougherty, of South Portland, both in the County of Cumberland and State of Maine, and Annie C. Muzzreall of Bridgeport, in the County of Fairfield, and State of Connecticut, in consideration of one dollar and other valuable considerations, which is less than in consideration of one hundred dollars, paid by John P. Hamilton of Portland, in said County of Cumberland and State of Maine,

See  
Book 2449  
Page 210

the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said John P. Hamilton, his heirs and assigns forever, lots known and distinguished as Lots Nos. One Hundred Four (104), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107) and One Hundred Eight (108), in Portland, in the County of Cumberland and State of Maine, as shown on "Plan of Oatnuts Park," recorded in Cumberland County Registry of Deeds, in Book of Plans 9, Page 103.

Being the same premises conveyed to Martin J. Hamilton by A. M. Hayes by warranty deed dated February 25, 1902, recorded in Cumberland County Registry of Deeds, Book 712, Page 374.

The Grantors and the Grantee herein are the only heirs at law of said Martin J. Hamilton, deceased.

We have and in hold the same, together with all the privileges and appurtenances thereunto belonging, to the said John P. Hamilton, his heirs and assigns forever.

And we do covenant with the said grantee, his heirs and assigns, that we will warrant and forever defend the premises to him the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under us.

In Witness Whereof, We, the said Mary N. McCormick, being a widow, Katherine G. Dougherty and Annie C. Muzzreall, being a widow, and I, John Dougherty, husband of the said Katherine G. Dougherty, joining in this deed as grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighteenth day of December in the year of our Lord one thousand nine-hundred and thirty-nine.

Signed, Sealed and Delivered in presence of	Mary N. McCormick	Seal
G. H. Hinckley	Katherine G. Dougherty	Seal
	John Dougherty	Seal
	Annie C. Muzzreall	Seal
to M.N.M., K.G.D., & J.D.	Ruth A. Kane (witness)	

State of Maine, Cumberland, ss. December 18, A. D. 1939.  
Personally appeared the above named Mary N. McCormick and Katherine G. Dougherty

and acknowledged the above instrument to be their free act and deed.  
BEFORE ME, George H. Hinckley, Justice of the Peace.

393-A-  
33-34-35-36-37

Book 2423  
page 413

# Abstract of the Will of

John P. Hamilton

## STATE OF MAINE

CUMBERLAND, ss.

PORTLAND,

September 4,

Probate Court.

A. D. 1958

I, HENRY A. PEABODY,

Register of the Probate Court in and for said County,

heroby certify that the last Will and Testament of John P. Hamilton late of Portland in said County,

deceased, was proved, approved and allowed by the Judge of Probate for said County at a Court held at Portland on the fourth day of September A. D. 19 58; and that the following is a true copy of so much of said Will as devises Real Estate in the County of Cumberland.

1. To my daughter, Elizabeth I. Robbins of South Portland in the County of Cumberland and State of Maine, I give and devise my house and land numbered thirty-three (33) Danforth Street in the City of Portland, to have and to hold to her, her heirs and assigns forever.

3. All the rest, residue and remainder of my estate of every name, nature and description, wherever situated and whenever and however acquired, including any insurance or building and loan shares that may be payable to my estate, and including any other property to which I will be in any way entitled at the time of my death, I give, devise and bequeath to my said daughter, Elizabeth I. Robbins, to have and to hold to her, her heirs and assigns forever.

4. I nominate and appoint my said daughter, Elizabeth I. Robbins, to be executrix of this my last Will and Testament and direct that no bond be required of her in said capacity.

Witness, my hand and the Seal of the Probate Court for said County of Cumberland, the day and year first above written.

Henry A. Peabody, Register, Court Seal.

Received September 11, 1958, at 9 o'clock 15 m. A.M., and recorded according to the original.

## State of Maine

### CUMBERLAND COUNTY PROBATE COURT

DOCKET NO. 2006-2004-1166

In Re: Estate of Elizabeth I. Robbins

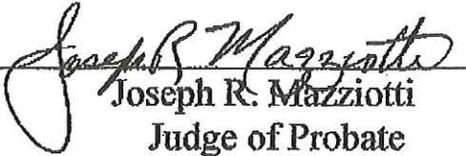
#### ORDER OF DETERMINATION OF DEVISEES AND TRANSFER REAL PROPERTY

This matter having come before the Court for hearing or opportunity therefor and upon notice to all interested persons, this court finds without hearing that:

1. Elizabeth I. Robbins hereinafter referred to as "decedent", died on July 6, 1992, a resident of Portland, Maine.
2. No court proceedings concerning the administration of Elizabeth I. Robbins' estate have occurred.
3. Decedent's son, Paul L. Robbins, whose mailing address is 49 Owens Dr, Winthrop, Maine 04364 is the sole heir at law.
4. All the real property owned by Elizabeth I. Robbins at the time of her death was inherited from John P. Robbins, her father, and recorded as "Copy of Will and Decree, number 53945" in the Cumberland Probate Court. Such real property is described in the Cumberland County Registry of Deeds in Book 1595, Page 57; Book 1340, Page 485 and Book 1300, Page 37.

5. The Court specifically directs that all lawful title to the above described real property shall pass to Paul L. Robbins.
6. The recording of this Order in the Cumberland County Registry of Deeds in Portland, Maine, shall serve as notice of the transfer of title of said real property to said heir at law.

It is so ordered by this Honorable Court on this 30<sup>th</sup> day of May, 2006, at Portland, Maine, County of Cumberland, ss.

  
Joseph R. Mazziotti  
Judge of Probate

Received  
Recorded Register of Deeds  
Jun 27, 2006 11:38:46A  
Cumberland County  
John B O'Brien

STATE OF MAINE, COUNTY OF CUMBERLAND SS:  
REGISTRY OF PROBATE & PROBATE COURT

A TRUE COPY  
Attest   
Deputy Register of Probate



Sally L. DeLuca  
Director

Department of Parks, Recreation & Facilities

Ethan Hipple  
Deputy Director

Department of Parks, Recreation & Facilities

### Memorandum

**TO:** Parks Commission and Land Bank Commission

**FROM:** Ethan Hipple, Deputy Director, Parks, Recreation and Facilities Department

**SUBJECT:** Parks Division Update

**DATE:** June 2018

#### **Park Manager Hiring Process**

Seeking a dynamic, experienced innovator to lead the Parks Division in the role as Parks Manager. The Division oversees a variety of parks, 20,000 street trees, a skatepark, public beach, cemeteries, horticultural beds and meadows, winter recreation facilities and many other recreational amenities throughout the city. <http://www.portlandmaine.gov/1107/Current-Job-Opportunities>

#### **Deering Oaks Pond**

High efficiency LED lighting installed in Deering Oaks fountain. Lights have color capabilities so we can celebrate holidays and special events. Fountain and duck house up and running for the season.

#### **Preble St Fields**

Stormwater project at Back Cove will take Preble Fields out of commission for a season while 3 million gallon stormwater storage tank is installed under the fields. After completion, the elevation of the field and surrounding area will be 3-5 feet higher, which will greatly reduce saltwater intrusion and winter flooding.

#### **Sail Maine Partnership**

Met with Sail Maine Executive Director concerning partnership and use of city property. Sail Maine is offering scholarships for 1 student at each of our before and after school programs.

#### **Parks Conservancy Update**

Moving forward with search for Executive Director and application for 501c3 status in coming months. Board is also seeking to add members with fundraising experience. Board President is Andrew Magoun, Vice President is Kate Malin.

#### **Opportunity Crew**

Opportunity Crew is up and running 2-3 days per week, with dozens of bags of trash removed from parks and trails on a daily basis. While new 2018 CDBG grant was not approved, funds remain from existing CDBG grant to start crew in May 2018. Staff have also applied for two grants that would continue to support this program. Currently seeking alternative funding sources to continue this program, including **donations from the public which can be made by texting the word "CREW" to phone number 91999.**



Sally L. DeLuca  
Director

Department of Parks, Recreation & Facilities

Ethan Hipple  
Deputy Director

Department of Parks, Recreation & Facilities

### **Park Signs**

- Updating Park signs in Tommy's Park, Post Office Park and Monument Square with new park sign design and regulatory language.
- Received quotes for installation of large welcome signs in 5 parks. Installation to occur in late June/July.

### **Pianos in the Squares**

Pianos will be coming to Portland's Squares this July. Donated pianos will be refurbished, tuned and brought to public downtown squares. Local businesses will "adopt" the pianos and move them in and out each day so that the public can play them during business hours. Program will run for the month of July. Parks crews have been busy picking up pianos and building dollies.

### **Pedestrian Hiking Bridge**

Secured donation of 70 foot pedestrian bridge for use on city trails. Arranged for crane lifting of bridge and moving to city property.

### **Tree Planting**

In the midst of tree planting season. Plan to plant over 150 trees citywide as part of annual tree planting season. Trees planned for City Hall, Deering Oaks Playground, residential streets and many other locations.

### **Horticulture Update**

Work continues on improving the round circle beds on the Eastern Promenade at the end of Congress, Moody and Wilson Streets. After a few years of decline we are replacing with new perennial flowers and should have this completed in the near future. Tulip displays are removed, installing annual and perennial beds in coming weeks. Crews planted the two historic urns at City Hall plaza with flowers, this is only the second time in a decade we have managed to complete this.

### **Capital Improvement Planning**

Preparing 2020 CIP to send out to Friends and Neighborhood groups for input. Will go out early June.

### **Park Encroachments**

One of the less visible threats to Parks is encroachment from abutters in the form of fences, walls, patios, decks, buildings, waste, and other items on city property. A working group of staff within Parks, Public Works and Corporation Counsel are inventorying known encroachments and moving forward on communications and actions ranging from educational mailings, to warning letters, to legal action.

### **Cemetery Monument Restorations**

Spirits Alive will be leading several days of monument restoration work both at Eastern cemetery and



Sally L. DeLuca  
Director

Department of Parks, Recreation & Facilities

Ethan Hipple  
Deputy Director

Department of Parks, Recreation & Facilities

Stroudwater cemetery, work to be done by professional monument restoration company. The Tate House and Parks Department contributing to the expense, primary funding is through Spirits Alive.

### **Cemetery GIS Project**

GIS mapping on-going, should launch web based "find a grave" program by July 1.

### **Memorial Day Update**

In the two weeks leading up to Memorial Day crews will have planted approximately 5,000 annual flowers on graves per trust directions, and over 1,800 flags on Veterans graves.

### **Unauthorized Tree Cutting on City Land**

Reviewed shoreland zone tree cutting issues on Peaks Island and Great Diamond Island with Zoning and Public Works Island Services. We are seeing a greater frequency of unauthorized clearing in the Shoreland Zone areas, especially on the islands.

### **Community Foresters Conference**

Portland was the host city for the 20 State Community Foresters meeting which includes every state between Minnesota, Michigan, Missouri and Maryland to Maine. Tours included visiting Evergreen Cemetery and the recent forest management project along with parks and visit to Peaks Island for a lobster dinner. We also will participate in several of the sessions including our Urban Forest Inventory Analysis (UFIA) which Portland joined last year.

### **Veranda St Bridge Project**

Met with Public Works staff and Portland Trails about incorporating green space into the design of Veranda St MDOT bridge project. All parties are in favor of the concept, Public Works is taking the lead on design modifications with MDOT to allow for green space.

### **GIS Mapping**

Met with GIS staff about incorporating google maps [Parks Finder feature](#) into city GIS mapping system. Working with city GIS staff to harness power of GIS maps for asset management, park maintenance, and improved public information.

### **Park Projects Update**

Staff are working on the following funded CIP/Park Improvement projects:

- Deering Oaks Playground Improvements: Zip line and net climber coming July 2018.
- Futsal Court, Fox Field: Funded by CDBG, planning for Summer construction
- Hall School Playground: Design complete, staff will be managing construction. October/November install planned.
- Island Playground Improvements: funding secured, bid awarded. Construction Summer 2018.
- Lincoln Park Fence Restoration: funding secure, design and specs 90%, approved by Historic



Sally L. DeLuca  
Director

Department of Parks, Recreation & Facilities

Ethan Hipple  
Deputy Director

Department of Parks, Recreation & Facilities

Preservation Board. Project will be combined with Congress St sidewalk project to be completed under one contractor. Completing survey and will go out to bid June 2018.

- Lyman Moore Athletic Facility Drainage and Reconstruction: funding and design complete, bid awarded, summer install.
- Park Signs: funding secured, summer install.
- Payson Playground improvements, fall install.
- Payson Softball Title IX restroom and locker room improvements: funding secured, spring installation
- Cousins Memorial Reconstruction: Seabreeze Landscaping selected as contractor. Preconstruction meeting scheduled, construction to start July 2018.

#### **“A Walk In the Park” Series**

Sold-out bus tour of Portland Monuments and Statues in May. Planned spring and summer series of walks and talks in Portland Parks. Highlights include Tree Bus Tour, Park History Bike Slow Ride, Peaks Island Bike Slow Ride, Edible Plants Walk, and more.

- More info at: <http://www.portlandmaine.gov/1990/A-Walk-In-The-Park-Tours-and-Talks>

#### **Skate Park Skate-A-Thon**

Working with the Skate Park Fundraising Committee to plan a multi-hour skate a thon on August 18. Event will include food trucks, live music, and skating under temporary lighting. Funds raised will go towards the expansion of the skatepark from the current 8,000 feet to 14,000 feet. Total cost will be \$350,000 with \$100,000 of the \$350,000 coming from private donations and fundraising activities.