

1. Land Bank Commission August Meeting

Documents:

LBC AGENDA 08092018.PDF
LBC MINUTES 07122018.PDF
LBC MINUTES 06142018.PDF
LBC MINUTES 05102018.PDF

1.1. Land Bank

Documents:

8-7-2018 LBC MEMO RE DONATION BY COTT FOR RECM TO CC.PDF
6-13-18 LBC MEMO RE PURCHASE OF ROBBINS PROP FOR RECM TO
CC.PDF



Commission Members: Chair Patrizia Bailey, Kara Wooldrik, Simon Rucker, Meri Lowry, William Mann, Roger Berle, Steve Morgenstein, Andrew Butcher and Councilor Justin Costa.

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

Land Bank Commission Agenda

August 9, 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. Acceptance of Meeting Minutes: June 14, 2018 | (2 min.) |
| | iii. Acceptance of Meeting Minutes: July 12, 2018 | (2 min.) |
| | iv. New Business | (30 min.) |
| | a. Introduction to new Commissioners | |
| | b. Discussion of Co-Chair | |
| | v. Old Business | (40 min.) |
| | a. Oat Nuts Park Parcel Update | |
| | <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 | |
| | <i>Vote to recommend that the City Council approve the purchase and sale agreement to acquire property located in Redlon Woods area (part of CBL numbers 193-E-31) and to recommend that the Council designate such parcels as Land Bank property interests.</i> | |
| | c. Forest Ave. Parcel abutting Riverton Elementary School. | |
| | <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. Holbrook Street Tax-Acquired Property, 335-E-11 | |
| | <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> | |
| | e. 205 New Island Avenue, 85-G-27 | |
| | <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> | |
| | f. Plymouth Street, 345-A-26 | |
| | <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> | |
| | g. TAPC List Update | |
| | h. Verizon Pines (Davis Farm Road) Update | |
| | vi. Communications/Updates | (5 min.) |
| | a. Parks Commission Report – Meri | |

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: Kara Wooldrik, Simon Rucker, and Steve Morgenstein. City Staff: Ethan Hipple and Alli Carroll

Land Bank Commission July Meeting

July 12th, 2018

5:00 PM – 7:00 PM

Beginning and ending at Riverside Golf Course

1158 Riverside Street

Portland, Maine

During this July meeting, the Land Bank Commission toured local Land Bank properties. The group visited the Stroudwater Preserve, Riverton School Woods, and Riverside Driving Range.

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, Simon Rucker, Meri Lowry, and William Mann. Portland Trails Representative: Kara Wooldrik. City Staff: Doug Roncarati, Michael Goldman, Ethan Hipple and Alli Carroll. Member of the public Caleb O'Connell.

Land Bank Commission Minutes

June 14, 2018

5:00 PM

Portland, Maine City Hall
389 Congress Street, Room 24

I. Citizen Comment Period

Caleb O'Connell, a resident of Capisic Street, had interest in the Land Bank Commission's discussion on the Bancroft Subdivision. His property is immediately downstream of this, and he has concerns with the impact the plan will have on the stormwater drainage that already negatively effects his property.

II. Agenda Items

i. Acceptance of Meeting Minutes: May 10, 2018

This meeting does not have a quorum, so they cannot accept the meeting minutes at this time. Will bring again to the next meeting.

ii. New Business

a. Development on Wetlands – Bancroft Subdivision

Doug said that this is not nor does it abut Land Bank property. It is with the Planning Board right now for review. The Commission suggested ways for Caleb to get more information, such as attending a Planning Board workshop.

iii. Old Business

a. OatNuts Park Parcel Update

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.

This meeting does not have a quorum. This will be brought to the next meeting.

b. Update on Redlon Woods

The Commission is still waiting for an official update regarding this.

c. Forest Ave. Parcel abutting Riverton Elementary School.

Greg is still working on getting the appraisal for it. Ethan just met with the City of Portland's Recreation Programmer, Samara Ray, who uses it for nature activities with children in our Before and After the Bell Program. Tom asked if Land Bank jurisdiction is appropriate for this area with Recreation interested in it. Ethan said that they wish to keep it as open space.

d. TAPC List Update

Michael believes Lori Paulette is working on it. He will reach out to her to get an update.

e. CMP License – Kara

Kara submitted a packet of various licenses but does not have an update at this time. Kara said they told CMP to take their time. So, this will be taken off future agendas until Kara has an update.

f. Paper Street Update

Ethan sent the package to the Assessor's Office. They are going through it and adjusting property lines for the Land Bank. Tom thanked him and said this will come off future agendas.

g. Verizon Pines (Davis Farm Road) Update

The Commission discussed that this has been on Roger's plate for a while. It would, however, be fun to have a field trip to this site as well as others including Rocky Hill, Riverton School Woods, Stroudwater Preserve and Fore River Sanctuary, Riverside Driving Range. Commission agreed that this would be a good field trip.

iv. Communications/Updates

a. Parks Commission Report – Meri

Meri explained that the last meeting started with a lengthy presentation from the Friends of Woodfords Corner. Then they had a very quick debriefing of the Green Space Gathering. They also discussed next year's calendar. The CIP deadline is moving up. An official schedule hasn't been posted yet but they have heard of it being approved by Council by November 1st. Ad Hoc Ordinance Committee would like to separate the parks from the open spaces in the Ch 2 and 18 ordinances. Michael Goldman is working on the language of it and will get back to us in a few months. Parks Conservancy is moving along and they have obtained another board member.

b. Discussion of the Presumpscot River Coalition

Doug expressed that Portland has the most active and open space along the Presumpscot River. The Commission discussed the possibility of the City becoming an official member of the Coalition. Tom suggested putting it on the agenda for next month to possibly bring it to the Council.

As this is Tom's last meeting as Chair, Ethan brought out a cake and mentioned that they got the City Manager's approval to place a plaque at a base of a tree in honor of Tom. Everyone thanked him for his dedication to the Land Bank Commission.



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: August 7, 2018

SUBJECT: Donation of Property in Redlon Area for Land Bank Designation

I. ONE SENTENCE SUMMARY

The request is to accept donation of property by Robert Cott in the Redlon area of Portland to be designated as a Land Bank property to preserve it for future Portland residents.

II. BACKGROUND

It has been a goal of the Land Bank Commission to protect open space in the Redlon area of Portland where green space is a “park desert” (i.e., more than one-half mile to nearest park or trail), identified by 2014 Open Space Vision Plan as a priority area for open space/park/trail development along with environmental preservation.

At the City Council meeting on January 3, 2018, it voted unanimously to place tax-acquired property in the Redlon area into the Land Bank. Please see attached map showing those properties. Additional Redlon area property acquisitions are under consideration as well.

Robert Cott is a real estate owner of a single-family home abutting the Redlon area. Mr. Cott has agreed to donate a portion of his vacant land property that abuts the Redlon area, all as more set forth in the Purchase and Sale Agreement for \$1.00 signed by Mr. Cott and attached hereto.

Regarding any possible environmental issues, Woodard and Curran conducted a limited environmental assessment of the property and concluded that, based on historical data, the assessment has revealed no evidence of environmental concerns at the site.

Regarding possible housing at the site, City staff conducted an informal survey of both market-rate and affordable housing developers about development in this area. Issues facing any potential redevelopment in that area are the extensive amount of ledge, significant wetland area, and lack infrastructure, rendering it cost prohibitive for development.

III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Land Bank Commission and City Council approval to authorize the Purchase and Sale Agreement, in substantially the form as attached, for \$1.00 and designate the referenced property for placement in the Land Bank.

IV. FINANCIAL IMPACT

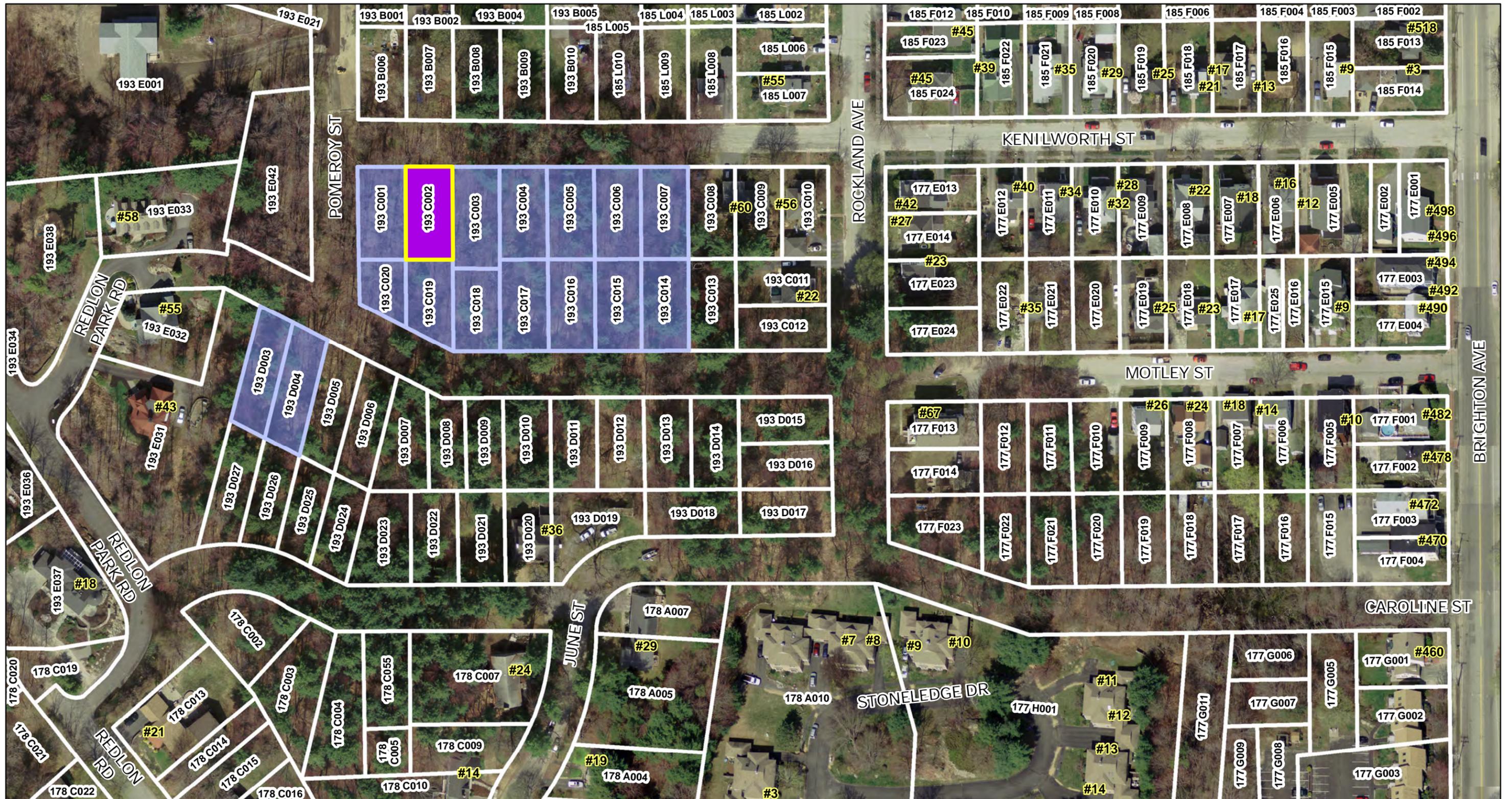
There is no City financial impact in this transaction. The LBC is responsible for the costs of the limited environmental assessment and any survey work needing to be done associated with this property transaction.

V. RECOMMENDATION

Staff recommends the LBC vote to recommend approval, to the City Council, of the Purchase and Sale Agreement and designate the property for placement in the Land Bank.

VI. LIST ATTACHMENT

- Map of Previous Tax-Acquired Parcels Placed into the Land Bank by the Council on January 3, 2018
- Purchase and Sale Agreement with Robert Cott



Redlon Woods: Phase 1 City Property

Portland Land Bank Commission
 Map by City of Portland DPW 12/15/2017

Legend

- City Tax Acquired
- City Owned



0 50 100 200 Feet



Scale: 1 Inch = 100 Feet

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this _____ day of _____, 2018 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "CITY" of "Buyer"), and ROBERT E. COTT, an individual with a mailing address of 43 Redlon Park Road, Portland, ME 04102 (hereinafter referred to as "SELLER").

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real estate located at 43 Redlon Park Road, Portland, Maine, as more fully described in the deed attached hereto as Exhibit 1, and incorporated herein ("Seller's Property"); and

WHEREAS, the CITY desires to purchase a portion of Seller's Property, such portion being generally depicted on the diagram attached hereto as Exhibit 2 and incorporated herein (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 as generally depicted on Exhibit 2, 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 portion of the Premises shall be One Dollar (\$1.00) (the "Purchase Price").
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 one hundred twenty (120) days after the date of this Agreement (the "Due Diligence Period"), unless otherwise provided herein, to complete any survey, environmental review, regulatory approvals, and title examinations.
 - b. Property Description. The property description contained in the deed will be a survey description based upon a survey plan (the "Premises"), to be provided by the City, that will more specifically describe the property shown on Exhibit 2 hereto. The Premises will be distributed to the parties hereto prior to expiration of the Due Diligence Period and the parties will agree on the property description prior to closing. The Due Diligence Period shall be extended in the event that the survey plan is not completed by the end of the Due Diligence Period and Buyer is afforded reasonable time to review the plan and make any title objections as provided below.

- c. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period, unless otherwise extended as provided for herein to obtain any regulatory approvals required for the Premises, 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.
- d. 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).
- e. 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 property, (ii) City ordinances, and (iii) real estate taxes not yet due and payable.
- f. 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, it is 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.
- g. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense.
- h. 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.

- i. 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 Property.
 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 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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:

Robert E. Cott
43 Redlon Park Road
Portland, ME 04102

- 14. 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.
- 15. 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



WITNESS

SELLER
ROBERT E. COTT
Printed Name: Robert E. Cott

Approved as to form:

Corporation Counsel's Office

BK 13446PG038 7210203515

069279

WARRANTY DEED
(Maine Statutory Short Form)

COTTAGE PARK, INC., a Maine corporation with a place of business at Portland, Cumberland County, Maine, for valuable consideration, grants to ROBERT B. COTT, with a mailing address of Chandler's Wharf, Portland, Maine, 04101, with Warranty Covenants, the following described real property situated at Lot 1, Redlon Park, Portland, Cumberland County, Maine:

A certain lot or parcel of land with any buildings situated thereon in said Portland, and being more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey a portion of the premises described in a deed from Housing Resources Corporation to the Grantor herein dated November 13, 1997, and recorded in the Cumberland County Registry of Deeds in Book 13440, Page 134.

Joining in this deed is the Chairman of the Redlon Park Association Design Review Board to certify that the Board has reviewed and approved the building plans and specifications for Lot 1.

IN WITNESS WHEREOF, COTTAGE PARK, INC. has caused this instrument to be signed in its corporate name by its duly authorized officer this 14th day of November, 1997.

MAINE REAL ESTATE TAX PAID

[Signature]
Witness

COTTAGE PARK, INC.
BY: [Signature]
Ric Weinschenk
Its President

To both

BY: [Signature]
Ric Weinschenk, Chairman
Redlon Park Association
Design Review Board

STATE OF MAINE
CUMBERLAND, SS.

November 14, 1997

Personally appeared the above named Ric Weinschenk, President and Chairman of the Redlon Park Association Design Review Board and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said Corporation and Board.

Before me,

[Signature]
Attorney at Law/Notary Public
KENNETH E. SMITGER
MAINE ATTORNEY AT LAW
Printed Name

BK 13446PG039

Exhibit A

A certain lot or parcel of land situated on Redlon Park Road in the City of Portland, Cumberland County, Maine bounded and described as follows:

Lot 1 as shown on "Planned Residential Unit Development Plan and Subdivision Plan of Redlon Park" dated February 28, 1997 revised through October 27, 1997 recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 493.

Lot 1 is conveyed subject to Declaration of Covenants and Restrictions, Redlon Park, dated November 14, 1997, recorded in Book 13442, Page 180, and to the easements granted in Redlon Park Road to City of Portland in two easement deeds dated November 14, 1997, to be recorded in the Cumberland County Registry of Deeds by the City of Portland, and to the terms, conditions and restrictions as set forth in an unrecorded Landscape Maintenance Agreement dated October 28, 1997, and an unrecorded Drainage Maintenance Agreement dated October 28, 1997, both instruments on file in the City of Portland Planning Department Office.

Lot 1 is further conveyed subject to wetlands and drainage easements shown on said plan.

RECEIVED
CUMBERLAND COUNTY REGISTRY OF DEEDS

1997 NOV 18 AM 11:32

CUMBERLAND COUNTY

John B. O'Brien

**QUITCLAIM DEED
(With Covenant)
Statutory Short Form**

KNOW ALL PERSONS BY THESE PRESENTS, that I, **ROBERT J. CHENEY**, of Buxton, County of York and State of Maine, in consideration of One Dollar and other valuable consideration paid, do hereby convey to **ROBERT E. COTT, JR.**, of Portland, County of Portland, and State of Maine, with a mailing address of 43 Redlon Park Road, Portland Maine 04102, with **Quitclaim Covenants**, the following described real estate in Portland, Maine:

Caroline Street Lot, Portland

A certain lot or parcel of land on the northerly side of Caroline Street, situated in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

Being Lot 26A as shown on Plan of Re-Subdivision of Motley and Caroline Street Lots dated April 1916, and recorded in Plan Book 13, Page 52.

Motley Street Lot, Portland

Also, a certain lot or parcel of land on the southerly side of Motley Street, situated in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

BEING Lot No. 75B as shown on Plan of Re-Subdivision of Motley and Caroline Street Lots dated April 1916, and recorded in Plan Book 13, Page 52.

IN WITNESS WHEREOF, the said **ROBERT J. CHENEY** has hereunto set his hand and seal this 17th day of November, 1998.

WITNESS:

Diana Panetta

Robert J. Cheney
ROBERT J. CHENEY

STATE OF MAINE
COUNTY OF York, ss.

November 17 1998

Then personally appeared the above-named **Robert J. Cheney** and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Marilyn E. Hopkins
Notary Public/~~Attorney at Law~~

MARILYN E. HOPKINS
Notary Public, Maine
My Commission Expires 05, 2001

CORRECTIVE DEED
Quitclaim Deed Without Covenant
(Release Deed)
[Deed Affecting Prior Deed]

KNOW ALL MEN BY THESE PRESENTS, that CHENEY REALTY CO., a Maine corporation, by and through NICHOLAS S. NADZO, W. SCOTT CARLISLE III, and MARGARET H. BOYCE, as liquidating trustees of said Cheney Realty Co., does hereby RELEASE to ROBERT J. CHENEY, of Buxton, County of York, State of Maine, whose mailing address is P.O. Box 925, Buxton, Maine 04093, the following property in Portland, Maine:

A certain lot or parcel of land on the northerly side of Caroline Street, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot 26A as shown on Plan of Re-Subdivision of Motley and Caroline Street Lots dated April 1916 and recorded in Plan Book 13, Page 52 of the Cumberland County Registry of Deeds.

For the Grantor's source of title, reference is made to the following deeds: (1) deed of City of Portland, dated June 10, 1970, recorded at Book 3131, Page 295 in said Registry of Deeds; and (2) deed of Minat Corporation dated February 8, 1980, recorded in said Registry of Deeds at Book 4564, Page 87. Said premises were inadvertently omitted from the property description contained in a deed from Cheney Realty Co. to Robert J. Cheney dated July 30, 1980, and recorded at Book 4637, Page 231 in said Registry of Deeds.

The Grantor corporation was dissolved pursuant to Articles of Dissolution dated January 20, 1981, and filed with the Office of the Secretary of State of Maine. The undersigned execute this instrument as liquidating trustees of the corporation pursuant to Title 13-A M.R.S.A. § 1122(2).

IN WITNESS WHEREOF, the said CHENEY REALTY CO. by and through NICHOLAS S. NADZO, W. SCOTT CARLISLE III, and MARGARET H. BOYCE, its liquidating trustees, have hereunto set their hands and seals this _____ day of December, 1998.

Signed, Sealed and Delivered
in the presence of

CHENEY REALTY CO., INC.

Tracy J. Kelley

Nicholas S. Nadzo
Nicholas S. Nadzo
Liquidating Trustee

Amber K. Davis

W. Scott Carlisle III
W. Scott Carlisle III
Liquidating Trustee

Tracy J. Kelley

Margaret H. Boyce
Margaret H. Boyce
Liquidating Trustee

STATE OF MAINE
CUMBERLAND, SS.

December 31, 1998

Then personally appeared the above-named Nicholas S. Nadzo, liquidating trustee of said Grantor corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Patricia C. Welnes
Notary Public/Attorney-at-Law

PATRICK & WELNES
NOTARY PUBLIC OFFICE
MY COMMISSION EXPIRES MAY 8, 2003

STATE OF MAINE
CUMBERLAND, SS.

December 4, 1998

Then personally appeared the above-named W. Scott Carlisle III, liquidating trustee of said Grantor corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Amber L. Turington Davis
Notary Public/Attorney-at-Law

AMBER L. TURINGTON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 30, 2000

STATE OF MAINE
CUMBERLAND, SS.

December 10, 1998

Then personally appeared the above-named Margaret H. Boyce, liquidating trustee of said Grantor corporation as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Before me,

Pauline W. Kenniston
Notary Public/Attorney-at-Law

PAULINE W. KENNISTON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 30, 2000

NSN/Cheney Realty/Corrective Deed

Exhibit 2

Plan produced by the City of Portland
Economic Development Department from
2017 City GIS data. Property bounds and
area subject to survey to be conducted
by the City of Portland. April 2018

Donation of Land to the Portland Land Bank



**Donated Parcel
Bounds and Area
Subject to Survey
+/-11,000 sq ft**

**Cott Parcel
Total Area
+/-32,000 sq ft**

Redlion Park Road





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

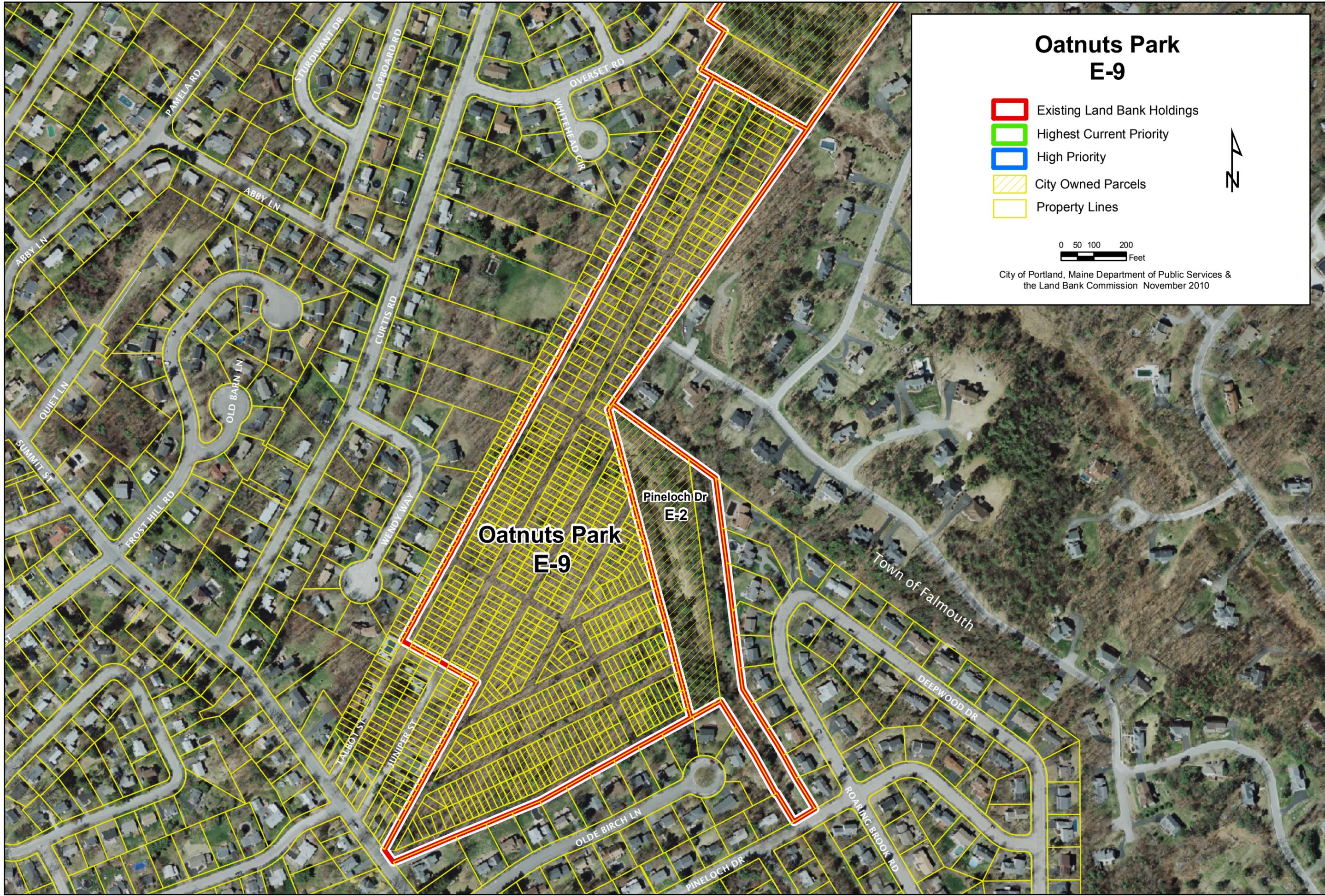
The purchase price for the referenced properties is \$6,385 to paid from Land Bank Commission funds. The appraised value of these properties \$8,700.

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

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, it is 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.

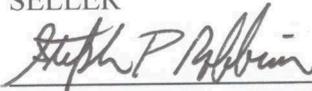
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

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, paid by John P. Hamilton of Portland, in said County of Cumberland and State of Maine,

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 said 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.
BY ME, F. W. Hinckley, Justice of the Peace.

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

393-3-3-34

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

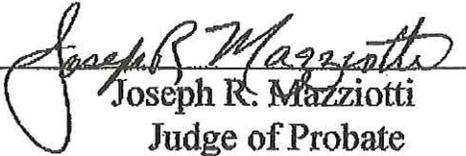
ORDER OF DETERMINATION OF DEVISEES AND TRANSFER REAL PROPERTY

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 30th 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