

City of Portland
Land Bank Commission Agenda

The Land Bank Commission is responsible for identifying and protecting open space resources with 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.



Commission Members:

Alaina Chormann, Daniel Herzlinger, Jon Kachmar, Joshua Barber, Michael Carey, Michael Scrameyer, Robert Foster.

City Staff: Ethan Hipple (Parks, Recreation, and Facilities Director), Doug Roncarati (Public Works-Stormwater Coordinator), Jessica Teesdale (PRF Sr. Executive Assistant)

August 13, 2025

5:00 PM

On the second Wednesday of the month at 5:00 pm, the Portland Land Bank Commission will hold a meeting at Parks, Recreation, and Facilities, 212 Canco Rd. Suite A conference room.

The Land Bank Commission will conduct this meeting in-person. Public comments may only be submitted in person or in writing. To submit written public comment on an agenda item, email landbank@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Land Bank Commission meeting to guarantee their inclusion in the agenda packet. All submissions must include the person's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

To view this meeting please visit the Livestream link:

- I. Call to Order
- II. Citizen Comment Period
 - i. Public Comment Emails 7.9.25 thru 8.12.25
- III. Agenda Items
 - i. Acceptance of Meeting Minutes:
 - a. April 9, 2025
 - b. July 9, 2025
 - ii. New Business
 - a. Secretary's Report
 - b. Treasurer's Report
 - c. Hope Ave. acquisition funding request
 - d. Sumner Court purchase proposal
 - e. Officer Appointment vote
 - iii. Old Business
 - iv. Communications and Parcel Updates
 - a. Parks Division Report

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- b. Parks Commission Report
 - c. Project Assignments
 - d. Murray Street
 - v. Commissioner requests for Agenda Items
- IV. Adjournment

To the Portland Land Bank Commission,

Protect Presumpscot is a North Deering Portland based nonprofit currently representing 120+ members, mostly from the neighborhood adjacent to the 1 Hope Ave parcel, but also including residents of the Greater Portland area. Our mission is *“to advocate for a reasonable balance of low impact development and land conservation in areas of consequence to the Presumpscot River Preserve (PRP), the adjacent section of the Presumpscot River, and nearby sections of the Portland Trails network”*. Since the 1 Hope Ave parcel is directly uphill from the PRP, Protect Presumpscot has taken an interest in the most recent development proposal by GenX Capital Partners LLC and the ensuing foreclosure auction currently scheduled for Friday August 15th at 11am on the property.

Protect Presumpscot is in strong support of recent Land Bank interest and activity related to acquiring the 1 Hope Ave parcel for conservation. You may recall that Protect Presumpscot submitted a community letter last fall ahead of the November Land Bank meeting with the support of its 120+ members in addition to numerous in-person testimonies given by members of both Protect Presumpscot and Friends of the Presumpscot River encouraging the Land Bank’s conservation efforts of the 1 Hope Ave parcel.

Protect Presumpscot maintains serious concerns around development occurring on the 1 Hope Ave parcel, including:

- **A heightened risk of landslide associated with the parcel due to the likely presence of the Presumpscot Formation.** The Presumpscot Formation is a glacial-marine deposit unique to the Greater Portland area consisting of specific soil layers, most having significant clay content making them poorly draining. Most notable is the slippery viscous clay layer typically present deep below top soil layers, and which is the root cause of most of the landslides in the area. A recent high intensity soil survey conducted on the 1 Hope Ave parcel as part of permitting activity for the previous development proposal discovered 9 unique topsoil types consistent with the Presumpscot Formation. Additionally, historic soil boring sites adjacent to the parcel’s northwest boundary taken during the construction of the Falmouth Spur highway were positive for the characteristic viscous clay layer of the Presumpscot Formation. In order to properly identify regions of landslide concern on the parcel, recent state guidelines require soil boring surveys be conducted in a 150ft grid pattern necessitating over 50 sites be surveyed on the 1 Hope Ave parcel. The risk of a landslide on the 1 Hope Ave parcel would only be exacerbated by the removal of soil securing vegetation, the added weight of construction materials including roads and foundations, vibration from heavy machinery operating during construction activities, and moisture from planned wetponds filtering down into the slippery clay layer. You may recall the recent Westbrook landslide of 2020, just a few miles upstream from the 1 Hope Parcel, in which a portion of the Presumpscot Riverbank slid into and temporarily blocked the Presumpscot River prompting the town of Westbrook to declare a state of emergency. Similar construction activities and conditions existed there and were cited as the assumed cause of that landslide.

- **The high intensity soil survey which identified 9 distinct soil types described all 9 of those soils as “poorly draining” and “unsuitable for development”.** The only mitigation listed in the solids report under the management section for these soils is “removal and replacement with structural fill”. Meaning, anywhere roads or structures would be placed, which for a major site development could cover the majority of the 13+ acre parcel, existing soil would need to be removed down to bedrock, likely 20-30ft deep in some locations, and replaced with sand and gravel. At a Portland Planning Board workshop last October, Planning Board Members described this as a “mass wasting event”. The economic expense alone of such a mitigation should render development on this parcel nearly infeasible. The environmental impacts of such a mitigation would likely have serious negative consequences to the surrounding ecosystem: consider the need to clearcut the lot in order to remove the problematic soils, leading to increased erosion into the PRP and the Presumpscot River.
- **Erosion caused by poorly designed wet ponds damaging the PRP and Presumpscot River.** The poorly draining soils present on the 1 Hope Ave parcel necessitate that any stormwater retention ponds be wet ponds relying on evaporation for water removal. Not only would these ponds increase load and water saturation on the subsurface soils, which if the viscous clay layer isn’t removed would heighten the risk of pond embankment failure, these ponds would also be more likely to overflow during major storm events. The ponds planned for the previous development proposal were positioned up against the steep embankment boundary with the PRP. Concerns persisted throughout the development proposal review of wet pond designs non-compliant to code, heightening the risk of pond failure, on top of routine overflow discharging into the PRP causing serious damage.
- **A neglectful or irresponsible developer refusing to mitigate damages to the PRP and Presumpscot River caused by mistakes made during permitting or construction activities.** Mistakes inevitably happen during construction. With the 1 Hope Ave parcel just uphill from the PRP and within 500ft of the Presumpscot River, construction mistakes have the potential to cause significant collateral damage. This concern materialized during the most recent development proposal when a soil boring survey was conducted as part of permitting activity. Heavy machinery trespassed on City land, felled trees on the PRP, and damaged a section of Portland Trails. GenX agreed to a consent judgement in the amount of \$11,600 as remediation, but then defaulted on payment despite a 6 month payment timeframe, multiple requests for extensions, a motion for contempt of court filed against them by the City, and multiple ensuing court hearings at which they failed to appear. The fine is still outstanding, the damage caused by this incident is still unremedied, and a lien for collection has been filed by the City against the 1 Hope Ave parcel.
- **Construction debris blowing onto the PRP and into the Presumpscot River.** Similar to situations that occurred with the recent Brandy Lane development less than 100 yards from the 1 Hope Ave parcel: If a neglectful, or irresponsible developer doesn’t insist on contractors keeping the construction site free of loose debris, it could easily pollute the nearby environment, which again includes the PRP and the Presumpscot River. Additionally, public testimony to the Portland Planning board from Saco residents

suggests that GenX is particularly sloppy when it comes to maintaining clean construction sites and employing considerate contractors. A Saco resident named Kevin Leary mentioned that during GenX's Saco Cottages project a few years ago, he routinely needed to clean construction trash and debris out of his abutting farm's growing fields, ultimately requiring a property line fence to protect his land.

- **Diminishing the natural experience of recreational activities on the PRP.** The previous 1 Hope Ave development proposal had condo units positioned directly up against the minimum 25ft boundary setback requirements meaning units would be within 500ft of the main PRP river trail and as close as 50ft from the Hope Ave Connector Trail and North Loop Trail. Protect Presumpscot believes this scale of development would have had a deleterious effect on the natural and pristine experience of using the Portland Trails network in this section of the PRP.

As you may know, the most recent owner of the 1 Hope Ave parcel went into foreclosure and the property is headed to auction. Protect Presumpscot has been advised that foreclosure proceedings like this typically take 9 to 12 months to resolve through the courts. That the auction of the 1 Hope Ave parcel has been scheduled to occur roughly a month after it went into foreclosure makes one question whether there is some pre-existing framework in place to help facilitate a much more expedient foreclosure process. Furthermore, that the development proposal by GenX is still reflects as Active on the Portland Planning website is worrisome. The public understands that there have been no good faith efforts made by the applicant to "diligently pursue" the permit because requests for three specific pieces of material (proof of Right, Title, and Interest (RTI), an updated technical and financial capacity letter, and proof of payment of the fine) made by the Portland Planning Board at the March 11th hearing have all gone unanswered. This exceeds the 120 day period of inactivity stipulated in Maine's land use codes, which should ordinarily force the permit to be considered "null and void". Protect Presumpscot is concerned that GenX is using this rapid foreclosure and auction process as a tactic to clear previous outstanding debts and limit the time other interested parties have to conduct their own due diligence on the parcel in an attempt to repurchase the parcel along with a clean release deed, claim they are also purchasing the associated development rights of the still unclosed development permit application, and continue to advance their major site development proposal for the 1 Hope Ave parcel.

Please recall that in the over 2 years since this development proposal was initiated, code and rules governing development in the state of Maine have changed substantially. Specifically, Low Impact Development Standards (LIDS) were codified at the beginning of this year. These standards were enacted to protect our environment among other goals, so we strongly believe LIDS should apply to any potential development on the 1 Hope Ave parcel given the riskiness of the soils and the consequences of substandard execution. However, if the current development permit is not closed by Portland Planning, then GenX, or another developer could circumvent these new standards and build out ecologically damaging development.

For this reason, it is imperative that the 1 Hope Ave parcel not be repurchased by GenX, or another developer. Protect Presumpscot implores the Land Bank to work quickly and decisively,

along with other partners like Trust for Public Land, to make a strong attempt to purchase the parcel for conservation. We feel this is the only way to truly protect this parcel, the fragile PRP directly downhill from this parcel, and the adjacent section of the Presumpscot River.

In service of conservation of this parcel, how can we be of assistance? Many Protect Presumpscot members have offered to assist with fundraising, research, grant writing, and more. We are excited to form a working relationship with the Land Bank to ensure it or some other land conservation entity can enter a bid for the 1 Hope Ave parcel at the upcoming auction and that enough funding has been pledged so that the land conservation bid is the winning one.

Thank you for your time, efforts, and service to the City of Portland.

Protect Presumpscot



In partnership,
Protect Presumpscot

Cosigned by:

- | | |
|---------------------|-----------------|
| Alexandra Peacock | Garsoe Drive |
| Alison Mickey | Crestview Drive |
| Amanda Benak | Alice Street |
| Amanda Kabantu | Hope Avenue |
| Angel Soutuyo | Hope Avenue |
| Anna Louise Englund | Hope Avenue |
| Anthony Derrig | Hope Avenue |
| Anthony Robb | Hope Avenue |
| Audrey Gagne | Hope Avenue |
| Benjamin Haber | Hope Avenue |
| Beth Katz | Hope Avenue |
| Bill St. Laurence | Curtis Road |

Blake Kastle	Hope Avenue
Bob Macdonald	Alice Court
Bob Milliken	Alice Court
Brady Freeman	Alice Court
Brenda Downs	Hope Lane
Bronwyn Sewell	Hope Avenue
Bryan Carter	Whaleboat Road
Caitlyn Hanley	Hope Avenue
Carissa Robb	Hope Avenue
Caroline Viall	Whaleboat Road
Carrie Haber	Hope Avenue
Charles Cathcart	Garsoe Drive
Cheryl Sarno	Saco Cottages
Chris Harmon	Curtis Road
Chris Hegstrom	Alice Street
Christopher Cathcart	Garsoe Drive
Colleen Craig	Summit Street
Dan Downey	Alice Street
David Bates	Abby Lane
David Hesselink	Hope Avenue
Davina Kabantu	Hope Avenue
Deb Whitworth	Hope Avenue
Emily Anne Garland	Abby Lane
Erez Katz	Hope Avenue
Eric Kenney	Rustic Lane
Erika Myer	Caron Street
Gavin Goodall	Preserve User
Gemima Motema	Hope Avenue
Gen Macdonald	Alice Court
Glen Mayberry	Carter Street
Gloria LaBrecque	Alice Street
Grace Stacey	Hope Avenue
Gren Freeman	Alice Court
Henry Downs	Hope Lane
Hillary Weimont	Basket Lane
Ian McGinley	Basket Lane
Jake Hunnewell	Whaleboat Road
James Freeman	Alice Court
James Macisso	Hope Avenue
Jamie Rice	Alice Court
Janet Parker	Whaleboat Road
Jason Cole	Hope Avenue
Jenna Harmon	Curtis Road
Jennifer Gagner	Hope Avenue

Jeremy Harmon	Curtis Road
Jerry Rawcliffe	Summit Street
Jesse Pinchoff	Whaleboat Road
Jessica Karp	Christy Road
Jessica Myer	Crestview Drive
Jona Rice	Alice Court
Josh Hunnewell	Whaleboat Road
Josh Labrecque	Hope Avenue
Joshua Barton	Alice Court
Kasey Cole	Hope Avenue
Katherine Maxsimic	Rustic Lane
Kathleen Kelly	Abby Lane
Kathleen McGinley	Basket Lane
Katie Milliken	Alice Court
Kevin Noonan	Carter Street
Kristen Giancotti	Hope Avenue
Kristin Harmon	Curtis Road
Laurie Downey	Alice Street
Laurie Hesselink	Hope Avenue
Leslie Silk-Champagne	Hope Avenue
Libby Derrig	Hope Avenue
Lindsay Macisso	Hope Avenue
Lisa McCafferty	Caron Street
Lisa Noonan	Carter Street
Liz Freeman	Alice Court
Lorna Blackmer	Basket Lane
Marco Giancotti	Hope Avenue
Mark Arienti	Hope Avenue
Mary Beyer	Alice Street
Matt Drew	Crestview Drive
Megan Drew	Crestview Drive
Melissa Soutuyo	Hope Avenue
Michael Pierter	Garsoe Drive
Michael Saucier	Basket Lane
Mitch Petracca	Garsoe Drive
Morgan Myer	Crestview Drive
Nathan Barr	Hope Avenue
Nick Peterson	Curtis Road
Nikki Hegstrom	Alice Street
Owen Freeman	Alice Court
Pam Lyden	Hope Avenue
Peter Myer	Caron Street
Rachel Petracca	Garsoe Drive
Robert Benak	Alice Street

Robert Pineau	Crestview Drive
Ronnie Crosby	Hope Avenue
Sara Goodall	Preserve User
Sally Richardson	Alice Court
Scott Bowe	Hope Avenue
Scott Stacey	Hope Avenue
Sean Macdonald	Alice Court
Sharon Smalley	Garsoe Drive
Sheila Mayberry	Carter Street
Stephen Champagne	Hope Avenue
Stephanie Noyes	Lower Falls Rd, Falmouth
Steve Gagne	Hope Avenue
Steve Smalley	Garsoe Drive
Su Rawcliffe	Summit Street
Susan Pierter	Garsoe Drive
Susan Pineau	Crestview Drive
Taryn Macdonald	Alice Court
Tessa Peterson	Curtis Road
Theodore Hanley	Hope Avenue
Tim Viall	Whaleboat Road
Wendy Cathcart	Garsoe Drive
Wendy Harmon	Curtis Road
Will Plumley	Main Street, Windham
William Noyes	Lower Falls Rd, Falmouth

City of Portland | Parks, Recreation and Facilities Management
Ethan Hipple, *Director*
Alex Marshall, *Director of Parks Division*



Commission April 9, 2025 Meeting Minutes

This meeting was recorded and is available to watch on the Agendas and Meetings Portal here:
<https://portlandme.portal.civicclerk.com/event/7477/media>

Present Commission Members: Alaina Chormann, Baxter Miatke, Daniel Herzlinger, Evan Ferguson-Hull, Jon Kachmar, Michael Scrameyer, and Simon Rucker.

Not Present: Michael Carey, Robert Foster

Staff:

Ethan Hipple (Parks, Recreation, and Facilities Director), Jessica Teesdale (PRF Sr. Executive Assistant)

Call to Order-J. Kachmar called the meeting to order at 5:00 pm

General Citizen Comment Period-

Anne Reid from the Trust for Public Land, Hope Ave. parcel

Agenda Items

Acceptance of Meeting Minutes: February 12, 2024

Motion to accept meeting minutes: The motion was made by S. Rucker and seconded by B. Miatke.

Passed: 7-0 with 1 abstain

New Business

Secretary's Report- Google Drive update and purpose of the commissioners utilizing the shared drive. J. Kachmar reminds everyone to update their assignments.

Treasurer's Report- B. Miatke provides update on land bank financials. Zero expenses since the February meeting. Cash on hand \$444,817.27. No changes since the Annual Report. Estimated bonded amounts still yet to come put the total estimated available \$547,217.27.

Old Business

Hope Ave-M. Carey has had communication with the broker. Premature to order an appraisal,

something in writing is needed before due diligence proceeds.. Discussions will continue. The current planning application is no longer active. Lack of clarity of the property ownership due to the LLC. The Trust for Public Land is interested in helping with the acquisition of this property. No verbal or written agreements with the property owner.

Redlon-M. Carey has sent a letter of interest to the owner of the Berry parcels. The landowner is unresponsive. B. Miatke recommends removing Redlon from the acquisitions list line item on the budget. No action taken.

0 Gray Rd.- J. Kachmar provides project update. Two city-owned parcels will be marketed for development for housing. If sold, the money would go into the housing fund. The Land Bank is ready if needed.

University Park- Development has begun on the property adjacent to the city-owned property. Staff is monitoring regularly to make sure there is no impact on city land.

Communications and Updates

Parks Division report- E Hipple provides a Parks Division update. Encampment report has low numbers due to the park ranger's enforcement of city ordinances. 5-25 encampments removed weekly. Private property continues to be an issue with encampments.

Parks Commission report- R. Foster is not in attendance. Green Space Gathering is being broken down into two separate events. Friends and neighborhood associations have been invited to the May Parks Commission meeting, which will be CIP-focused. There is a June event being planned called Party in the Park. Details forthcoming.

Commissioner Requests for Agenda Items

- **Redlon Woods**
- **Property assignment review**
- **Murray St. Letter of interest update**
- **Boat launch**
- **Field trip meeting plan**

Adjournment

City of Portland | Parks, Recreation and Facilities Management

Ethan Hipple, *Director*

Alex Marshall, *Director of Parks*



Land Bank Commission July 9, 2025 Meeting Minutes

This meeting was recorded and is available to watch on the Agendas and Meetings Portal.

Here: <https://portlandme.portal.civicclerk.com/event/7480/media>

Present Commission Members: Alaina Chormann, Jon Kachmar, Joshua Barber.
Robert Foster.

Not Present: Daniel Herzlinger, Michael Carey, Michael Scrameyer.

Staff: Ethan Hipple (Parks, Recreation, and Facilities Director), Doug Roncarati (Public Works Stormwater Coordinator), Jessica Teesdale (PRF Sr. Executive Assistant)

Call to Order: J. Kachmar called the meeting to order at 5:02 pm

General Citizen Comment Period- None

Agenda Items

Acceptance of Meeting Minutes: April 9, 2025

Motion to accept meeting minutes: The motion was made by R. Foster and seconded by J.Barber

Did not pass: 2 yes votes, 0 no votes, and 2 abstentions.

- Due to low attendance and abstentions, the April 9th agenda did not pass and will be added to the next meeting agenda.

New Business-

a. Officer Appointments- D. Herzlinger was nominated to be the Land Bank Secretary and R. Foster was nominated as Treasurer. Votes for these officers were deferred until the next meeting.

b. Secretary's Report-The secretary's seat is currently vacant.

c. Treasurer's Report- The treasurer's seat is currently vacant

Old Business-None

Communications and Updates

a. Parks Division Report-E. Hipple provided an update on the current projects taking place on Land Bank properties:

- The Stroudwater Park Boat Launch project is funded and has been assigned to Jen DeRice as project manager. Fall bid and Spring installation expected.
- The Stroudwater Bridge project is fully funded and has been submitted to purchasing and is in line to go out to bid.
- Portland Youth Corps is in session, doing conservation education and community service, focusing its efforts in North Deering Park
- Three full-time and six seasonal park rangers on staff. Weekly encampment report provided to the City Manager and City Council.

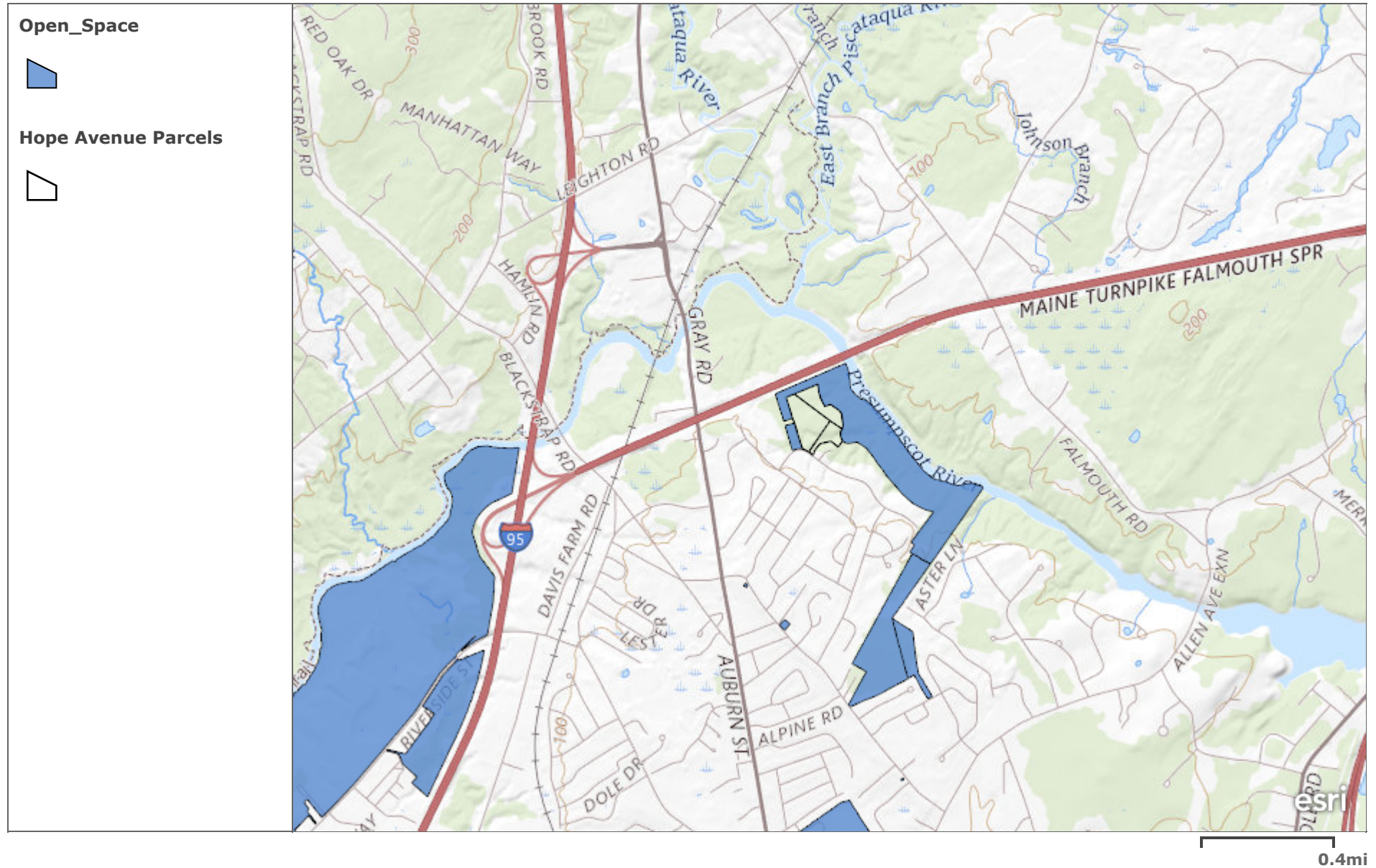
b. Parks Commission Report-R. Foster provided an update on the Party in the Park event that was hosted by the Parks Commission on June 18th at Payson Park. The Parks Commission did not meet in July.

Commissioner Requests for Agenda Items

- Review the project list and reassign
- Sumner Court property purchase proposal
- University Park- rustic play features
- Officer Appointment voting
- Water resources: Capisic watershed
- Fall Brook and Dole Brook Management Plan

Adjournment

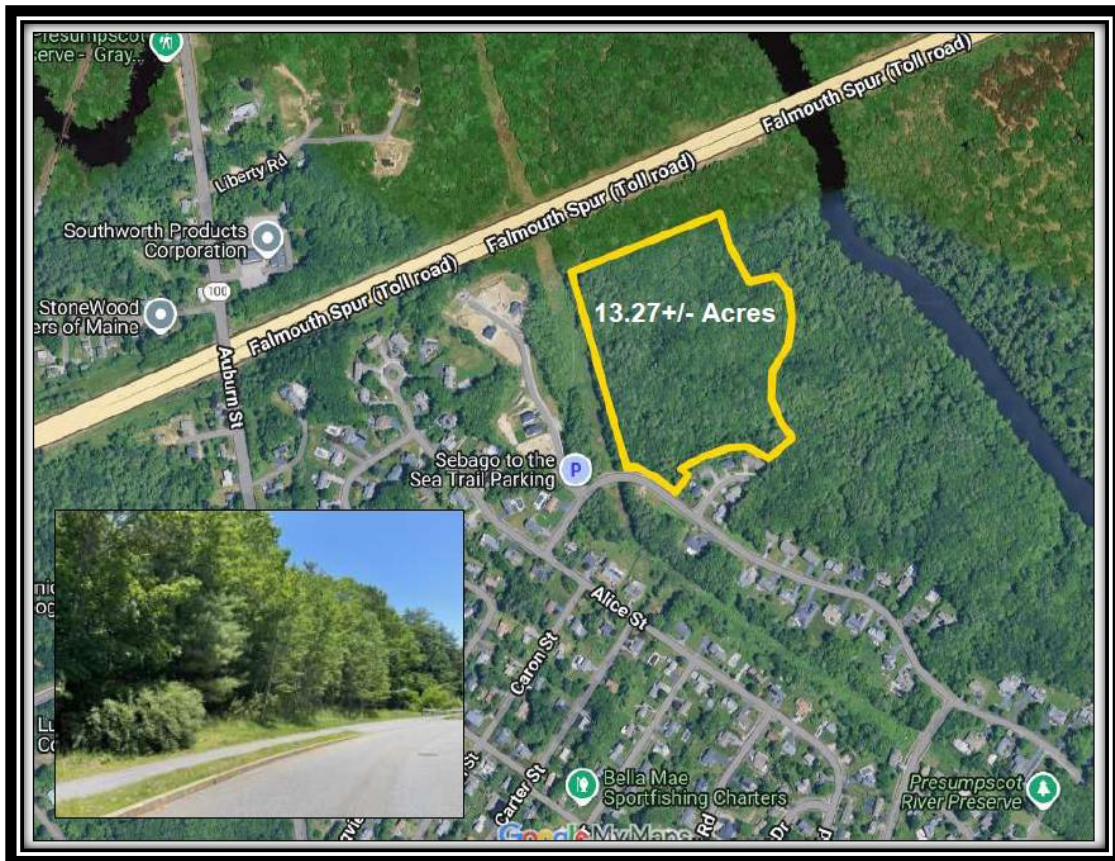
Hope Avenue Parcels



Maine GeoLibrary | USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

Keenan Auction Company®

PROPERTY INFORMATION PACKAGE



Our 8,794th Auction
Real Estate Foreclosure Auction 25-97
13.27+/- Acre Residential Development Parcel
North Deering
1 Hope Ave, Portland, Maine
Friday, August 15, 2025 at 11AM



Keenan Auction Company, Inc.
2063 Congress Street
Portland, Maine 04102
Tel: (207) 885-5100 / Fax (207) 885-5877
www.KeenanAuction.com
Email: info@keenanauction.com
Maine Real Estate License #102175
Maine Auctioneer License #236

July 18, 2025

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Real Estate Foreclosure Auction 25-97**: Real estate consists of a 13.27+/- acre residential development parcel bordered by the Presumpscot River Preserve on 3-sides. The auction will be held on **Friday, August 15, 2025 at 11AM** on premises. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$25,000** deposit (non-refundable as to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to the Keenan Auction Company, Inc. (deposited with Auctioneer as a qualification to bid), increased to **10%** of the purchase price within 5 calendar days of sale, with balance due and payable within **30 days** from date of auction. The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by release deed. All other terms will be announced at the public sale.

Keenan Auction Company, Inc. is committed to providing you with comprehensive information concerning this property. Our staff is readily available to assist you with any questions you may have regarding this property or the auction process. Thank you for your interest in this property and we look forward to seeing you on the day of the sale.

Sincerely,

KEENAN AUCTION COMPANY, INC.

Enc.

"This agency represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information, which is material to the sale, acquired from the Buyer or any other source."

**Real Estate Foreclosure Auction 25-97
13.27+/- Acre Residential Development Parcel
North Deering
1 Hope Ave, Portland, Maine**

**Prepared for:
Titan Funding, LLC**

**Prepared by:
Keenan Auction Company, Inc.**

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Property Disclosure Form will be provided prior to the auction.

Enclosures:

- Purchase and Sale Agreement
- Exhibit A – Legal Description
- Terms and Conditions of Sale
- Plan

Available Online:

- City of Portland Land Use Code [Click Here](#)
- Plan [Click Here](#)

Note: Please use page number in lower right hand corner of page



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) _____

To _____
Name of Buyer(s) or Seller(s)

by Stefan Keenan
Licensee's Name

on behalf of Keenan Auction Company, Inc.
Company/Agency

MREC Form#3 Revised 07/2006
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing. Inactive licensees may not practice real estate brokerage.

DISCLAIMER

ATTENTION PROSPECTIVE BIDDER

THE INFORMATION SET FORTH IN THIS PROPERTY INFORMATION PACKAGE IS BELIEVED TO BE CORRECT AND COMPLETE. HOWEVER, THE KEENAN AUCTION COMPANY, INC. AND THE SELLER OF THIS PROPERTY AND ITS AGENTS/REPRESENTATIVES MAKE NO WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THIS INFORMATION.

PRIOR TO THE AUCTION, PROSPECTIVE BIDDERS SHOULD MAKE SUCH INVESTIGATION, AS THEY DEEM APPROPRIATE.

Advertisement

Real Estate Foreclosure Auction 25-97 13.27+/- Acre Residential Development Parcel Adjacent to Presumpscot River Preserve 1 Hope Ave., North Deering **PORTLAND, MAINE**

Auction Date: Friday, August 15, 2024 at 11AM On Premises



Real Estate: Consists of a 13.27+/- acre parcel located in the RN-1 (Neighborhood Residential) zone. The lot is bordered on 3 sides by the Presumpscot River Preserve that provides forested walking trails and river frontage. The wooded site has 192.25+/- ft. of frontage on Hope Avenue and has a generally level topography. The neighborhood consists of higher end homes of traditional architecture. The location is conveniently located to all North Deering services and the Maine Turnpike and Falmouth Spur. Public water and sewer are available to the site. Reference Tax Map 448, Block A, Lot 1, Map 449, Block A, Lot 2 and Map 390, Block A, Lot 1.

Broker Participation Available – Contact Auctioneer to Qualify

Terms: A **\$25,000** deposit (nonrefundable as to highest bidder) in CASH or CERTIFIED U.S. FUNDS, made payable to the Keenan Auction Co., Inc. (deposited with the Auctioneer as a qualification to bid), increased to 10% of the purchase price within 5 calendar days, with balance due and payable within **30 days** from date of auction. The property will be sold by public auction subject to all outstanding municipal assessments. All other terms will be announced at the public sale. For a Property Information Package visit KeenanAuction.com or call (207) 885-5100 and request by auction #24-97. Richard J. Keenan #236. Our 53rd Year and 8,794th Auction.

**Keenan
Auction
Company®** Keenan Auction Company, Inc.
2063 Congress Street
Portland, ME 04102
207-885-5100
info@keenanauction.com

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a Mortgage and Security Agreement, dated November 9, 2023, given by 338 Falmouth Foreside Partners LLC to Titan Funding, LLC (hereinafter the "Mortgage"), which Mortgage was recorded in the Cumberland County Registry of Deeds in Book 40473, Page 14, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at Public Sale at 11:00 a.m. on Friday, August 15, 2025 at 1 Hope Avenue a/k/a 0 Hope Avenue, Portland, Maine 04103, all and singular the premises described in said Mortgage, to wit: The real property described in Exhibit A to the Mortgage recorded in Book 40473, Page 14 of the Cumberland County Registry of Deeds.

Street Address: 1 Hope Avenue a/k/a 0 Hope Avenue, Portland, Maine 04103

Terms of Sale: The real property, above-described, will be sold "AS IS, WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, as to the condition of the property or the status of title. Keenan Auction Company will conduct the auction and will accept bids on the property. Titan Funding, LLC will sell the property to the party who has the highest bid. A deposit, in cash or certified funds, is required in order to bid. The deposit is Twenty-Five Thousand Dollars (\$25,000.00), which amount shall be increased to equate to ten percent (10%) of the purchase price within five (5) calendar days of the date of public sale. Certified checks must be made payable to Keenan Auction Company. The deposits of the successful bidder will be retained by Keenan Auction Company as non-refundable, non-interest bearing down payment(s) to be applied to the purchase price. Titan Funding, LLC reserves the right to submit a credit bid. The bidder to whom the property is sold must sign a purchase and sale agreement with Titan Funding, LLC calling for a closing on or before the thirtieth (30th) day following the date of public sale, at which time the balance will be due in cash or by certified or cashier's check (or equivalent) payable to Titan Funding, LLC, which will then deliver a duly executed Quitclaim Deed Without Covenant for the real property. In the event that the highest bidder fails to close pursuant to the purchase and sale agreement, the deposit will be retained by Titan Funding, LLC and the premises may be sold to the next highest bidder or through such other process as allowed by law.

Titan Funding, LLC reserves the right to modify or add to the terms of sale. Other terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

Further information regarding the property may be obtained by contacting Christopher L. Brooks, Esq. of Drummond, Woodsum & MacMahon at 1-207-253-0517.

Dated: July 17, 2025

TITAN FUNDING, LLC

/s/ Christopher L. Brooks, Esq.

Property Summary

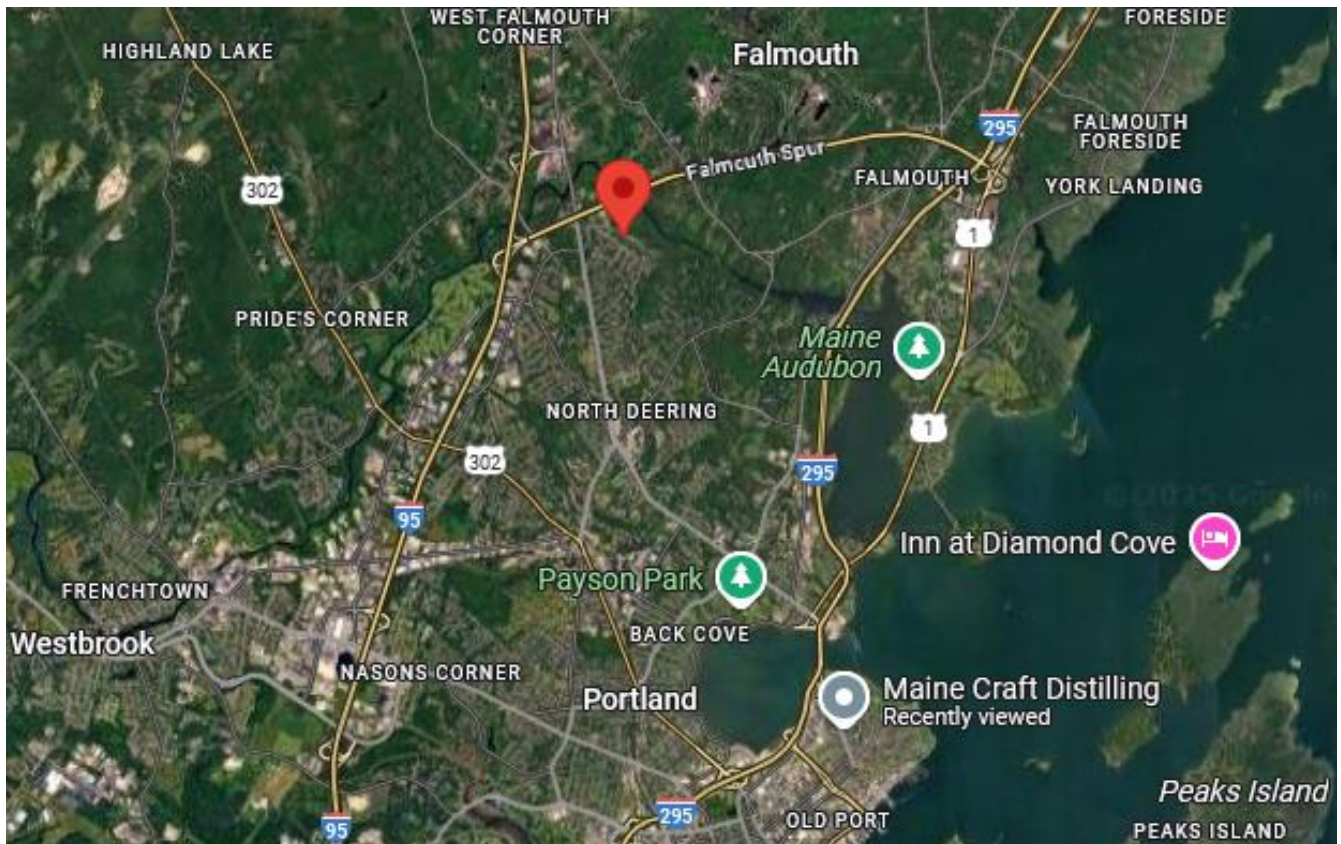
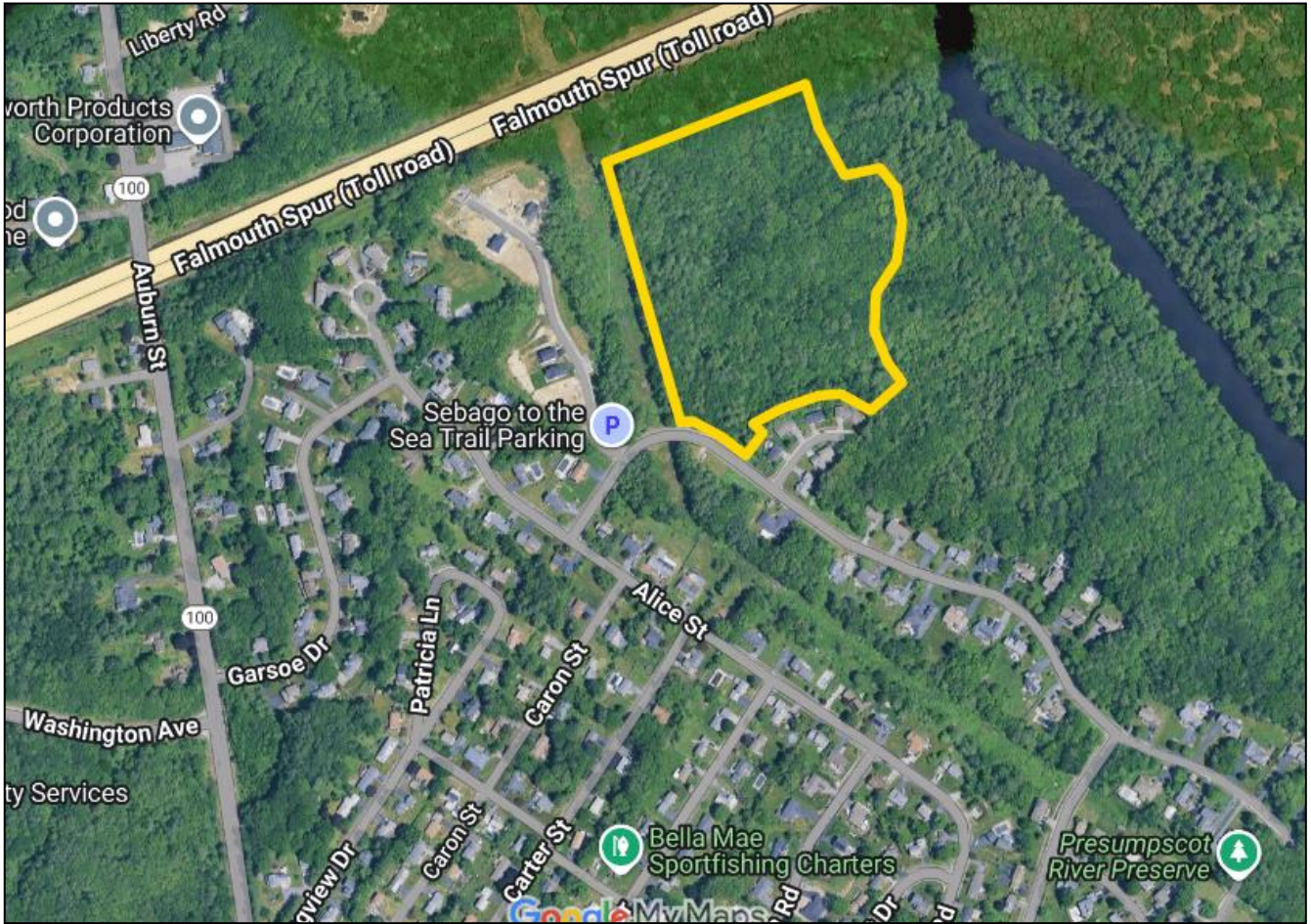
1 Hope Avenue, Portland, ME

- Property Size – 13.27+/- Acres
- Surveyed – Yes
- Zone – RN-1 (Neighborhood Residential)
- Utilities – Public Water & Sewer, Electric, Cable/Internet at Street
- Street Frontage – 192.25+/- Feet on Hope Avenue
- Mortgage Deed – Book 40473, Page 14 Cumberland County Registry of Deeds
- Recorded Plan – Plan Book 206, Page 412 Cumberland County Registry of Deeds
- Assessor's Reference – Map 448, Block A, Lot 1, Map 449, Block A, Lot 2 and Map 390, Block A, Lot 1
- Owner of Record – 338 Falmouth Foreside Partners, LLC
- Primary Adjacent Land Owner – City of Portland, Presumpscot River Preserve Walking Trails
- Neighborhood – North Deering



Location Map

(Boundary Lines Are Approximate)

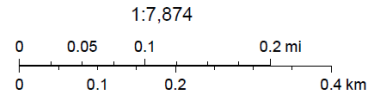


Zoning Map



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- NG911_Rds_Locator
- Tax Parcels
- Shoreland Overlay
- Resource Protection
- Shoreland Zone
- Base Zoning
- RN-1 (Neighborhood Residential)
- RN-3 (Neighborhood Residential)
- B-1 (Neighborhood Business)
- OS-R (Recreation and Open Space)
- OS-P (Open Space Preservation)
- Conditional Zone 40
- ROW



The City of Portland's GIS Data was compiled from Public records. This data is for information purposes only and is not warranted for small area studies or determinations. The City of Portland assumes no responsibility

Land Use Code

TABLE 5-B: RESIDENTIAL NEIGHBORHOOD ZONE PURPOSE STATEMENTS

The residential neighborhood zones are intended to reflect the varied character and development patterns of Portland's residential neighborhoods, and to promote new residential development that increases housing diversity and choice within the City, in alignment with the City's priorities and vision for the future. Development within the residential zones should thoughtfully respond to each area's context, including elements such as the urban grid, pedestrian and bike connectivity, and access to transit and open space. Standards for each zone have been tailored to address building form and encourage context sensitivity, while allowing for a range of permitted dwelling types.

RN-1	To provide for a residential neighborhood environment predominantly characterized by dwellings on lots of at least 6,500 square feet. Conversion of existing nonresidential structures to multi-family dwellings is permitted within the RN-1 zone, subject to standards encouraging compatibility and context sensitivity to ensure the stability of established residential neighborhoods. Select nonresidential uses may also be permitted in the RN-1 zone.
RN-2	To provide for a residential neighborhood environment that acknowledges the unique character of the Western Promenade while accommodating dwellings on lots of at least 6,000 square feet. Construction of new multi-family dwellings at moderate densities is allowed, as-is conversion of existing structures to multi-family dwellings, subject to standards encouraging compatibility and context sensitivity to ensure the stability of established residential neighborhoods. Select nonresidential uses may also be permitted in the RN-2 zone.
RN-3	To provide for a residential neighborhood environment predominantly characterized by dwellings on lots of at least 5,000 square feet. Conversion of existing nonresidential structures to multi-family dwellings is permitted within the RN-3 zone, subject to standards encouraging compatibility and context sensitivity to ensure the stability of established residential neighborhoods. Select nonresidential uses may also be permitted in the RN-3 zone.
RN-4	To provide areas of the city, on the peninsula and in select off-peninsula locations in alignment with major public transportation routes and near service areas, for a residential neighborhood environment of dwellings on lots of at least 2,000 square feet. Townhouse and multi-family dwellings are also permitted, subject to standards encouraging compatibility and context sensitivity to ensure the stability of established residential neighborhoods. Select nonresidential uses may also be permitted in the RN-4 zone.
RN-5	To accommodate existing areas of the city characterized by a residential neighborhood environment of multi-family dwellings at relatively high density, exhibiting a pattern of larger lots and setbacks, as well as generally taller building heights. Select nonresidential uses may also be permitted in the RN-5 zone.
RN-6	To provide areas of the city, predominantly on the peninsula, for a dense residential neighborhood environment of townhouse and multi-family dwellings. Select nonresidential uses may also be permitted in the RN-6 zone.

TABLE 5-C: ISLAND ZONE PURPOSE STATEMENTS

IR-1	To provide for a low-intensity environment characterized by residential, recreational, and rural uses on Portland's islands. Standards for the IR-1 zone are intended to preserve and protect the rustic character of the islands, to protect groundwater resources and natural and scenic areas, and to permit only low-intensity development in areas lacking adequate public facilities and services. Select nonresidential uses may also be permitted in the IR-1 zone.
IR-2	To provide for a residential neighborhood environment on Portland's islands in areas with adequate public services. Expansion or extension of IR-2 zoning should be limited, generally focused toward areas adjacent to existing IR-2 areas, and restricted by such factors as adequacy of access, whether adequate water will be available for private use and for fire protection, whether soils in the area are adequate for subsurface water disposal, or whether public sewers are available. Select nonresidential uses may also be permitted in the IR-2 zone.
I-B	To provide limited areas on Portland's islands for the development of a mixture of residential, retail, and service establishments that primarily serve the needs of the local island market area. The I-B zone provides for a mixture of commercial and service uses, closely integrated with – and complimentary to – the surrounding residential neighborhood fabric to support the concept of a complete neighborhood. Standards for the I-B zone may vary by location, dependent upon the availability of public water and sewer resources.

TABLE 5-D: MIXED-USE ZONE PURPOSE STATEMENTS

B-1	To provide limited areas that support a small scale, pedestrian-friendly, mixed-use environment, allowing residents access to daily shopping and service needs within walking distance of nearby established residential neighborhoods. The B-1 zone provides for a mixture of commercial and service uses, closely integrated with – and complimentary to – the surrounding residential neighborhood fabric to support the concept of a complete neighborhood. The zone encourages both vertical and horizontal mixed-use, such as a commercial first floor with residential uses above, combined retail/office uses in a multi-story structure (vertical), or commercial uses mixed with three-family, four-family, townhouse, and multi-family structures across the face of a block (horizontal). Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.
B-2	To provide locations for a mixture of commercial, service, and residential uses in a comfortable pedestrian environment that is easily accessible and well-connected to surrounding neighborhoods. Such a mixture may serve the daily needs of nearby residents within walking distance, as well as surrounding neighborhoods via multiple modes of transportation. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in shopping centers and along arterial streets. The B-2 zone’s multi-modal orientation accommodates all modes of transportation, and the standards of the zone require that development relate to surrounding neighborhoods by design, orientation, and circulation patterns. The zone encourages mixed-use development, and provides locations for moderate to high-density housing, including three-family, four-family, townhouse, and multi-family structures in urban neighborhoods along arterials.
B-2b	To provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is suitable in areas where a more compact urban development pattern exists or where a neighborhood-compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood-oriented building pattern. The B-2b zone encourages mixed-use development, and provides locations for moderate to high-density housing in urban neighborhoods along arterials.
B-3	To maintain and enhance the role of the downtown as the business and commercial center of the region, and to enhance and promote the orderly expansion of retail and service businesses downtown, satisfying the related needs of the city’s resident, working, and visitor populations. The B-3 zone encourages increased housing opportunities downtown, including three-family, four-family, townhouse, and multi-family structures to accommodate Portland’s diverse residential population, and supports an active, walkable pedestrian environment through the encouragement of intensive mixed-use activities, enhancement and maintenance of public and private open space, and the enlivenment and increased attractiveness of the street environment. Standards of the B-3 zone require excellence in urban design, to preserve and capitalize on the unique character and historic fabric of downtown Portland by encouraging reuse of significant existing structures and providing opportunities for an enhanced presence and integration of arts and cultural activities. The zone reinforces the role of downtown as a meeting place for community residents and visitors alike from all walks of life and all socio- economic groups by prioritizing access via multiple modes of transportation and enhancing and protecting the pedestrian environment.

TABLE 6-A: PERMITTED AND CONDITIONAL USES IN RESIDENTIAL NEIGHBORHOOD ZONES

	RN-1	RN-2	RN-3	RN-4	RN-5	RN-6	Use Standards
Residential	Single-family dwellings	●	●	●	●		
	Two-family dwellings	●	●	●	●		
	Three-family dwellings	●	●	●	●		
	Four-family dwellings	●	●	●	●		
	Multi-family dwellings	○	●	○	●	●	6.4.12
	Townhouse dwellings		●		●		6.4.13
	Group homes	○	○	○	○	○	6.4.17
	Lodging houses			○	○	●	6.4.21
	Child care centers + small child care facilities	○	○	○	○	○	6.4.9
	Elementary, middle, and secondary schools	○	○	○	○	○	
Institutional	Governmental uses	●	●	●	●	●	
	Places of assembly	○	○	○	○	○	6.4.30
	Post-secondary schools			○	○	○	6.4.31
	Residential care facilities (small)	○	○	○	○	○	6.4.35
	Residential care facilities (large)	○	○	○	○	○	
	Comm.	Bed and breakfasts				●/○	●/○
Hostels					●/○	●/○	6.4.18
Market gardens		○	○	○	○	○	6.4.25
Neighborhood nonresidential reuse		○	○	○	○	○	6.4.26
Other	Cemeteries	●	●	●	●	●	
	Parks and open spaces	●	●	●	●	●	
	Solar energy systems (minor)	●	●	●	●	●	6.4.38
	Utility substations	○	○	○	○	○	6.4.39

Key: ● = permitted | ○ = conditional | Blank = not permitted | ●/○ = permitted or conditional per use standards

TABLE 7-A: RESIDENTIAL NEIGHBORHOOD ZONE DIMENSIONAL STANDARDS

	RN-1	RN-2	RN-3	RN-4	RN-5	RN-6
Single-family	6,500 SF	6,000	5,000 SF	2,000 SF	--	--
Two-family	6,500 SF	6,000	5,000 SF	2,000 SF	--	--
Three-family	6,500 SF	6,000	5,000 SF	2,000 SF	--	--
Four-family	6,500 SF	6,000	5,000 SF	2,000 SF	--	--
Lot area (min.)						
Townhouse	--	1,500 SF/unit	--	1,500 SF/unit	--	1,200 SF/unit
Multi-family		1,200SF/unit		725 SF/unit	1,200 SF/unit, minimum of 40,000 SF	435 SF/unit
Nonresidential	6,500 SF	6,000 SF	5,000 SF	2,000 SF	40,000 SF	2,000 SF
Street frontage (min.)	40 ft.	40 ft., except 15 ft./unit for townhouse	40 ft.	20 ft., except 15 ft./unit for townhouse	50 ft.	20 ft., except 15 ft./unit for townhouse
Front setback (min.)	Average of adjacent front yards minus 5 ft.	Average of adjacent front yards minus 5 ft.	Average of adjacent front yards minus 5 ft.	Average of adjacent front yards minus 5 ft.	25 ft.	--
Rear setback (min.)						
Principal structures and detached accessory structures (>250 SF footprint)	25 ft.	20 ft.	20 ft.	10 ft.	25 ft.	5 ft.
Detached accessory structures (<250 SF footprint)	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Side setback, interior (min.)						
Principal structures and detached accessory structures (>250 SF footprint)	8 ft.	8 ft., except that a side setback may be reduced to not less than 5 ft. provided that the cumulative side yards are not less than 16 ft.	7 ft., except that a side setback may be reduced to not less than 4 ft. provided that the cumulative side yards are not less than 14 ft.	5 ft., except that a side setback may be reduced to not less than 0 ft. provided that the cumulative side yards are not less than 10 ft.	16 ft.	5 ft., except that a side setback may be reduced to not less than 0 ft. provided that the cumulative side yards are not less than 10 ft.
Detached accessory structures (<250 SF footprint)	5 ft.	5 ft.	3 ft.	3 ft.	5 ft.	3 ft.
Side setback, corner (min.)	15 ft., or the depth of an adjacent front yard directly abutting the corner side yard of the lot, whichever is less	10 ft., or the depth of an adjacent front yard directly abutting the corner side yard of the lot, whichever is less	10 ft., or the depth of an adjacent front yard directly abutting the corner side yard of the lot, whichever is less	--	25 ft.	--

TABLE 7-A (CONT.): RESIDENTIAL NEIGHBORHOOD ZONE DIMENSIONAL STANDARDS

	RN-1	RN-2	RN-3	RN-4	RN-5	RN-6
Structure height (max) (Unless otherwise governed by the City of Portland Height Map or the Fort Sumner Park Height Overlay)	35 ft.	35 ft.	35 ft.	35 ft., except 45 ft. for buildings with 3 or more dwelling units. In all cases, height shall be limited to 35 ft. within 15 ft. of a rear lot line when abutting an RN-1, RN-2, or RN-3 zone	55 ft.	65 ft., except 45 ft. within 15 ft. of an RN-1, RN-2, RN-3, RN-4, OS-R, or OS-P zone
Detached accessory structure height (max)	18 ft.	18 ft.	18 ft.	18 ft.	18 ft.	18 ft.
Building length (max) (Multi-family + Nonresidential uses)	--	--	--	70 ft.	180 ft.	--
Lot coverage (max)	Residential uses	60%	60%	60%	60%	100%
	Nonresidential uses	35%	50%	50%	60%	100%
Landscaped open space ratio (min.)	Residential uses	30%	30%	30%	20%	--
	Nonresidential uses	50%	30%	30%	20%	--
Width of garage opening on front façade (max)		--	--	9 ft. or 30% of the front façade, whichever is greater, however in no case more than 20 ft.	--	9 ft. or 30% of the front façade, whichever is greater, however in no case more than 20 ft.

TABLE 19-B: SIGN DISTRICTS ESTABLISHED

Sign District	Zones	Description
Residential Sign District	RN-1 Residential Neighborhood Zone RN-2 Residential Neighborhood Zone RN-3 Residential Neighborhood Zone RN-4 Residential Neighborhood Zone RN-5 Residential Neighborhood Zone RN-6 Residential Neighborhood Zone IR-1 Island Residential Zone IR-2 Island Residential Zone	These zones comprise the vast majority of residential land in Portland. Signage is limited in these zones, as a variety of sign types could detract from the desired residential character.
Small Mixed-Use Sign District	B-1 Neighborhood Business Zone B-2b Community Business Zone IS-FBC UA, UN, and UT Zones I-B Island Business Zone O Office Zone	These zones allow a variety of sign types to achieve a diverse, mixed-use character appropriate for neighborhood residential, office, service, and retail uses.
Large Mixed-Use Sign District	B-2 Community Business Zone B-4 Commercial Corridor Zone EWPZ Eastern Waterfront Port Zone	These zones comprise the major commercial centers in Portland and allow a variety of sign types to achieve a diverse character appropriate for major office, service, and retail uses.
Downtown Sign District	B-3 Downtown Business Zone B-5 Urban Commercial Zone B-6 Eastern Waterfront Zone TOD-1 Transit Neighborhood Zone TOD-2 Transit Center Zone WCZ Waterfront Central Zone	The downtown core zones allow a variety of sign types to achieve a diverse, mixed-use character appropriate for office, service, retail and mixed-uses in the downtown.
Industrial and Transportation Sign District	A-B Airport Business Zone I-L Low-Impact Industrial Zone I-M Moderate-Impact Industrial Zone I-H High-Impact Industrial Zone WPDZ Waterfront Port Development Zone	These zones allow a number of sign types to achieve a character appropriate for industrial manufacturing, warehousing, and transportation uses.
Open Space Sign District	OS-R Recreation and Open Space Zone OS-P Open Space Preservation Zone	These zones prohibit most sign types, allowing only those necessary to provide information for primarily open space and recreation uses.

Tax Map

[Map 448, Block A, Lot 1, Map 449, Block A, Lot 2 and Map 390, Block A, Lot 1]

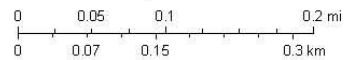
City of Portland, Maine Parcels



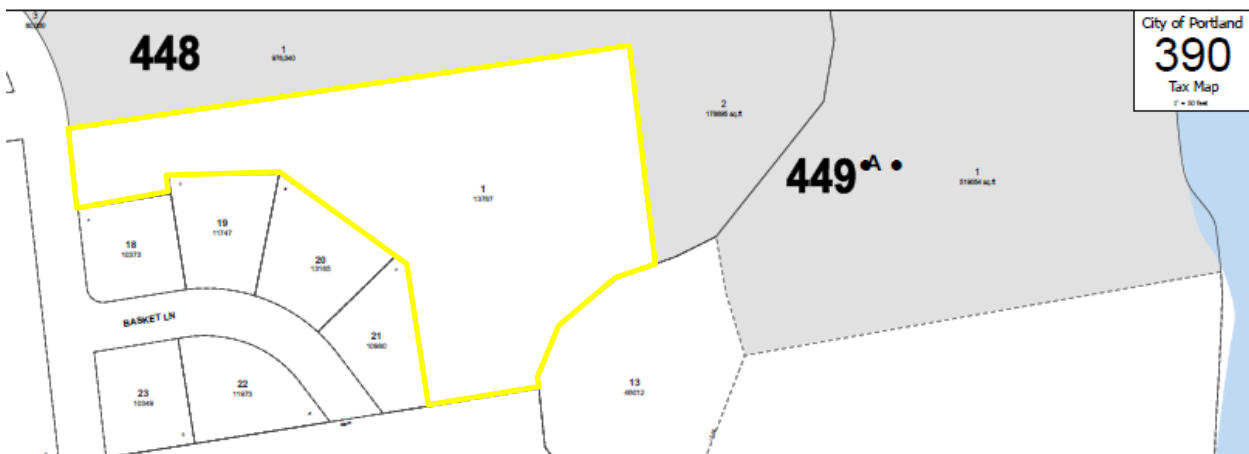
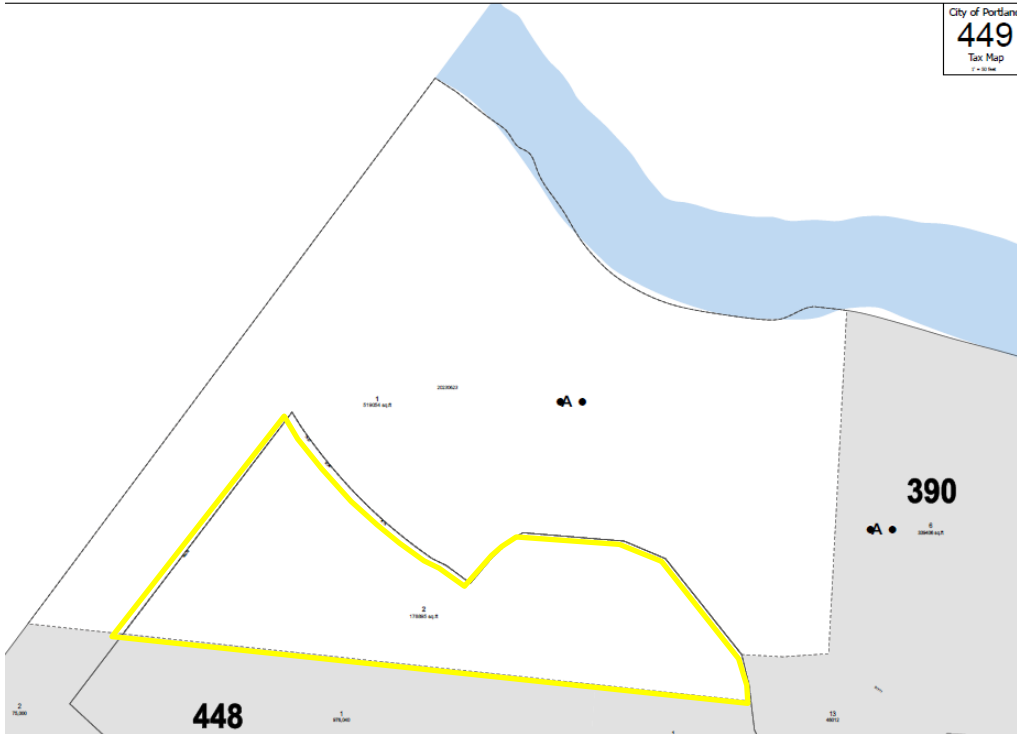
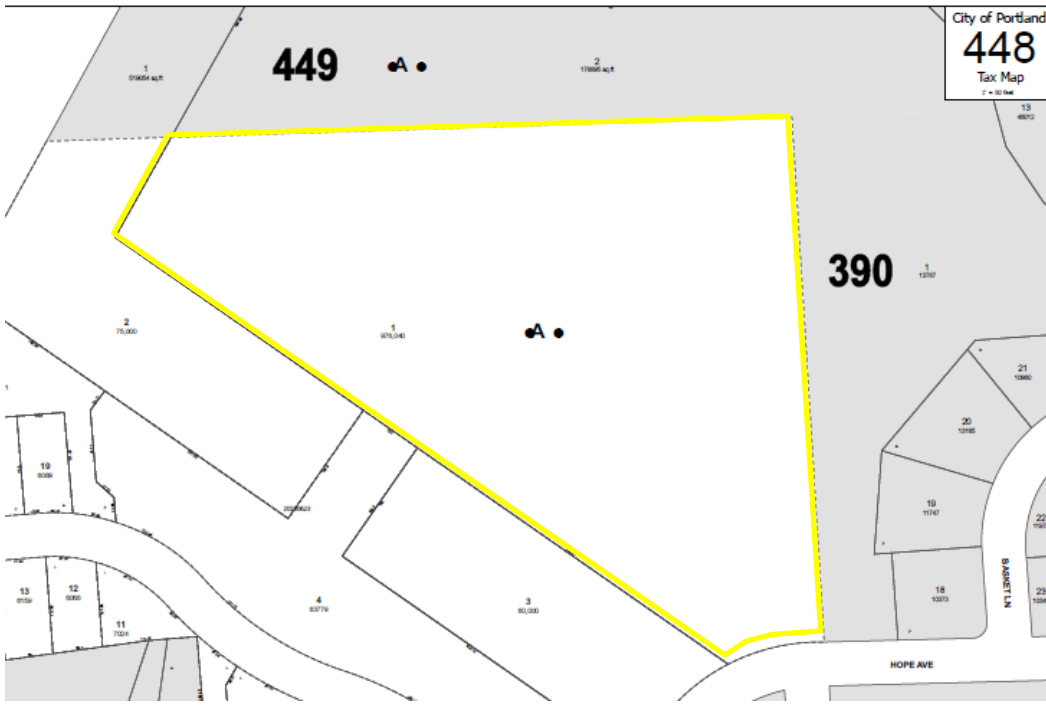
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□ Tax Parcels

1:6,133



The City of Portland's GIS Data was compiled from Public records. This data is for information purposes only and is not warranted for small area studies or determinations. The City of Portland assumes no responsibility



Assessment Information

PARID: 448 A001001

0 HOPE AVE

338 FALMOUTH FORESIDE PARTNERS LLC

Parcel

Parcel ID	448 A001001
Property Location	0 HOPE AVE
Unit	
Living Unit	
Land Use Code	40 - VACANT LAND <i>Verify legal use with the Zoning Office</i>
Land Area (acreage)	13.2754
Notes	448-A-1 449-A-2 390-A-1 HOPE AVE 44-56 578276 SF
Utilities	2 - PUBLIC WATER 3 - PUBLIC SEWER -

Owners

Owner	338 FALMOUTH FORESIDE PARTNERS LLC
Address	2 TOWN LANDING RD
City, State, Zip	FALMOUTH ME 04105
Deed Date	2022/06/17
Book	39511
Page	313

Assessed Values

Land	\$1,014,200
Building	\$0
Total	\$1,014,200
Homestead / Veterans Exemption	\$0
Other Exemptions	\$0
Taxable Value	\$1,014,200

Sales History

Date	Price	Grantee	Grantor	Book	Page
06/17/2022	\$1,175,000	338 FALMOUTH FORESIDE PARTNERS LLC	ESTELLE ESTATES LLC	39511	313
11/19/2018	\$825,000	ESTELLE ESTATES LLC	ADAM ROBERT L	35303	331
01/10/2017	\$0	ESTELLE ESTATES LLC	ADAM ROBERT LINCOLN		
04/26/2006	\$0	ADAM ROBERT L	WOLF LLOYD B	23889	320
10/22/2002	\$0	WOLF LLOYD B	AJS FAMILY LIMITED PARTNERSHIP	18262	157
06/18/2001	\$153,500	BRUNELLE DANIEL R		16422	283
09/08/1983	\$0	WHITE LEONICE B		6269	121

Assessment History

Year	Land	Building	Total	Standard Exemption	Other Exemption	Taxable Value
2025	\$1,014,200	\$0	\$1,014,200	\$0	\$0	\$1,014,200
2024	\$503,800	\$0	\$503,800	\$0	\$0	\$503,800
2023	\$503,800	\$0	\$503,800	\$0	\$0	\$503,800
2022	\$503,800	\$0	\$503,800	\$0	\$0	\$503,800
2021	\$503,800	\$0	\$503,800	\$0	\$0	\$503,800
2020	\$443,000	\$0	\$443,000	\$0	\$0	\$443,000
2019	\$443,000	\$0	\$443,000	\$0	\$0	\$443,000
2018	\$443,000	\$0	\$443,000	\$0	\$0	\$443,000
2017	\$443,000	\$0	\$443,000	\$0	\$0	\$443,000
2016	\$443,000	\$0	\$443,000	\$0	\$0	\$443,000

Municipal Information

Real Estate Foreclosure Auction 25-97
1 Hope Ave, Portland, Maine

Tax Map 448, Block A, Lot 1 (primary)
Map 449, Block A, Lot 2
Map 390, Block A, Lot 1

FY2025 Mill Rate \$15.01 Per \$1,000.00
Percent of Valuation at Market 90%

FY2025 TAX VALUE:

Land	\$503,800
Building	<u>0</u>
Total Value	\$503,800

FY2025 ANNUAL REAL ESTATE TAXES: \$7,562.04¹

REAL ESTATE TAXES DUE: as of 8/15/25

2024 \$4,155.00
2025 \$7,995.06

FY2026 TAX VALUE:

Land	\$1,014,200
Building	<u>0</u>
Total Value	\$1,014,200

FY2026 ESTIMATED ANNUAL REAL ESTATE TAXES: \$15,223.14

PUBLIC WATER: NA (goes by property)

PUBLIC SEWER: NA (goes by property)

The above information was obtained from the Portland City Hall. For further details on municipal information please contact the City Hall at 207-874-8300.

¹ FY2025 taxes were due 10/18/24 and 3/14/25. FY2026 tax bill hopefully will go out in September and most likely due in October 2025 & March 2026.

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 15th day of August, 2025, by and between Titan Funding, LLC, with a mailing address of 2701 NW Boca Raton Blvd., Suite 105, Boca Raton, Florida 33431 and

_____ of _____
 (“**Buyer**”).

1. **Real Property:** Titan Funding, LLC hereby agrees to sell, pursuant to the authority granted to it through the Power of Sale clause in the Mortgage and Security Agreement held by Titan Funding, LLC, given by 338 Falmouth Foreside Partners, LLC and recorded in the Cumberland County Registry of Deeds in Book 40473, Page 14 (hereinafter the “**Mortgage**”), and the Buyer hereby agrees to buy a certain lot or parcel of land with any buildings thereon, situated at 1 Hope Avenue a/k/a 0 Hope Avenue, Portland, Maine 04103 (the “**Property**”), being the same premises as referenced in the above Mortgage.

2. **Purchase Price:** Buyer hereby agrees to pay the sum of _____ Dollars (\$ _____) as follows: Twenty Five Thousand Dollars (\$25,000.00) at the time of execution of this Agreement, said amount to be paid in cash, certified check, or cashier's check, which amount shall be increased to equate to ten percent (10%) of the purchase price within five (5) calendar days of the date of public sale¹, which amounts shall be nonrefundable down payments, and the balance is due at the time of the closing in cash, certified check or cashier's check. Should Buyer fail to make the payment of the balance due by the closing date, the down payments will be forfeited by Buyer and retained by Titan Funding, LLC and Titan Funding, LLC reserves all of its rights in law and equity against Buyer.

3. **Closing:** Buyer and Titan Funding, LLC agree to close this transaction at the offices of Drummond, Woodsum & MacMahon, 84 Marginal Way, Suite 600, Portland, Maine 04101, or such other location agreed upon by Titan Funding, LLC and Buyer on or before the thirtieth (30th) day following the date of the public sale, with Buyer delivering the balance of the purchase price to Titan Funding, LLC. The Buyer shall, at his/her/its cost, pay all applicable real estate transfer taxes, including any transfer tax assessed to Titan Funding, LLC, so that Buyer shall pay Four and 40/100 Dollars (\$4.40) per thousand dollars or fraction thereof of the purchase price.

4. **Title:** Titan Funding, LLC agrees to convey its interest in the Property by Quitclaim Deed Without Covenant to be delivered at closing subject to all existing easements, restrictions, encumbrances or other matters which may or may not be of record. Buyer acknowledges that the Property is being sold “**as is, where is, without recourse**” and that no representations are made by Titan Funding, LLC or its representatives as to the marketability or insurability of title and the condition thereof. Buyer acknowledges he/she/it is purchasing the Property subject to the following encumbrances:

¹ Must be received by 4:00 p.m. on the deadline by Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102.

- a. Relevant state, municipal, Federal laws, regulations and ordinances.
- b. Any conditions or state of facts, which would be disclosed by inspection of the Property and/or an accurate engineering survey (including the exact geographic location of the Property).
- c. Persons in possession and those claiming under leases for a term less than two years.
- d. Unrecorded mechanics liens.
- e. The existence of any violation of State, Municipal or Federal environmental laws or ordinances and the existence of any liens resulting therefrom which are not recorded within the chain of title in the Registry of Deeds for the county in which the Property is located.
- f. The Buyer shall be responsible for compliance with, application for, renewal and transfer of any and all approvals, orders, and permits issued by the State of Maine and the City of Portland, if applicable. Titan Funding, LLC makes no representations or warranties of any kind with respect to the validity, existence, renewability, transferability, or necessity of any such permits, order, or approvals.
- g. Taxes assessed and payable that may or may not be liened and which are due and payable or not yet due and payable, and for subsequent years.
- h. Title to and rights of the public and others entitled thereto in and to those portions of the lots lying within the bounds of adjacent streets, roads, and ways.
- i. All rights, restrictions, encumbrances, covenants, rights of way, easements, reservations, conditions, agreements, and limitations as described in the instruments recorded in the Cumberland County Registry of Deeds.
- j. Rights of tenants, if any.

5. **Taxes and Assessments:** All unpaid taxes, utility fees and assessments, plus interest fees and costs including, but not limited to, real property taxes, personal property taxes, sewer and water assessments and all applicable real estate transfer taxes including any transfer tax assessed to Titan Funding, LLC as Seller are the responsibility of the Buyer.

6. **Risk of Loss:** The risk of loss or damage to said Property by fire or otherwise until the closing is assumed by Buyer.

7. **Broker:** Titan Funding, LLC and Buyer hereby agree that there is no real estate broker involved in this transaction, and that no one is due a commission for this sale, unless such broker was disclosed and agreed upon between Titan Funding, LLC and Buyer at the time of auction. If applicable, the real estate broker is: _____.

8. **Back up Contract:** Buyer acknowledges that Titan Funding, LLC may enter into a back-up contract or contracts with other bidders at auction. If Buyer fails to close as required under this

Agreement, Titan Funding, LLC, at its option, may then sell the Property to the party that was the next highest bidder at auction able to close, proceed with a subsequent public auction of the Property, or otherwise proceed with any other commercially reasonable method of sale of the Property.

9. **Default:** In the event that Titan Funding, LLC defaults under this Agreement, Buyer's sole remedy at law and equity shall be the return of its/his/her down payment(s). In the event that Buyer defaults under this Agreement, Titan Funding, LLC shall have all available rights and remedies at law and equity.

10. **No Representations:** No representations or warranties of any kind are made with respect to the Property, including, without limitation, its condition or any use to which it may be put. The Property is being sold on an "as is", "where is," "without recourse," "with all defects" basis, and any and all warranties, express, implied or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, insurability and fitness for any purpose, are hereby disclaimed. No representation or warranty is made as to the compliance of the Property with any laws, rules, regulations or ordinances, including zoning, environmental, or hazardous waste laws. Titan Funding, LLC, its agents and attorneys shall have no responsibility or liability for the loss of use of the Property, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury. Buyer is not entitled to rely on any representations or warranties regarding the Property not embodied in this Agreement, and any such representations or warranties have not been authorized by Titan Funding, LLC or its agents and attorneys.

11. **Possession:** Buyer shall be entitled to possession at closing, or as otherwise agreed to in writing by Titan Funding, LLC.

12. **Enforcement and Choice of Law:** This instrument is to be construed and interpreted under the laws of the State of Maine, and sets forth the entire agreement between the parties. The determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance or breach of this Agreement, shall be resolved in the courts of Cumberland County, State of Maine. In the event that Buyer breaches the terms of this agreement and Titan Funding, LLC hires an attorney to enforce its rights under this agreement, Buyer shall be liable to Titan Funding, LLC for its attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year written above.

TITAN FUNDING, LLC:

By: _____

Its: _____

Address:

Social Security # _____

Tax ID # _____

Telephone No. _____

BUYER:

By: _____

Its: _____

EXHIBIT A

Certain lots or parcels of land situated in Portland, County of Cumberland and State of Maine more particularly described as follows:

PARCEL ONE

A certain lot or parcel of land located on the northeasterly side of Hope Avenue in the City of Portland, County of Cumberland, State of Maine, generally depicted as "Lot 24" on a certain plan entitled "Riverwalk Subdivision Plan" prepared by Titcomb Associates, Sheet 1 of 2, dated October 25, 2005, recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 412, being more particularly bounded and described as follows:

Beginning at a point on the northwesterly side of Lot 1 as depicted on a plan of Presumpscot River Place III recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 650, said point of beginning lying N 31°28'15" E by said Lot 1 a distance of Three Hundred Forty-Six and 08/100 (346.08) feet from the northeasterly sideline of Hope Avenue as depicted on said plan of Presumpscot River Place III. Thence:

1) N 58°31'45" W a distance of One Hundred Fifty-Two and 96/100 (152.96) feet to a point.

2) S 75°53'37" W a distance of One Hundred Sixty-Four and 63/100 (164.63) feet to a point.

3) S 39°42'09" W a distance of One Hundred Seventeen and 91/100 (117.91) feet to a point.

4) S 58°31'45" E a distance of Twenty and 00/100 (20.00) feet to a point.

5) S 31°28'15" W a distance of Ninety-Nine and 50/100 (99.50) feet to a point on the northeasterly side of said Hope Avenue.

6) N 55°52'57" W by said Hope Avenue a distance of Ninety and 61/100 (90.61) feet to a point of curvature.

7) Northwesterly by said Hope Avenue following a curve to the left having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet an arc distance of One Hundred One and 64/100 (101.64) feet to a point and land now or formerly of the City of Portland as described in a deed recorded in said Registry in Book 17463, Page 276.

8) N 19°30'58" W by said land of City of Portland and Lot 1 as depicted on a plan entitled "Riverwalk Subdivision Plan" made by Titcomb Associates dated October 25, 2005, a distance of Eight Hundred Forty-Seven and 44/100 (847.44) feet to a point.

9) N 64°27'37" E by said land of City of Portland a distance of Five Hundred Forty-Four and 52/100 (544.52) feet to a point.

10) S 02°55'37" E by said land of City of Portland a distance of Seventy-Five and 57/100 (75.57) feet to a point.

11) S 16°16'41" E by said land of City of Portland a distance of Ninety-Seven and 28/100 (97.28) feet to a point.

12) S 21°57'26" E by said land of City of Portland a distance of Seventy-Five and 78/100 (75.78) feet to a point.

13) S 26°42'50" E by said land of City of Portland and land depicted as Land Proposed for Conveyance to City of Portland (11,714 s.f.) on said Riverwalk Subdivision Plan a distance of One Hundred Twenty and 38/100 (120.38) feet to a point.

14) N 67°31'46" E by said Land Proposed for Conveyance to City of Portland (11,714 s.f.) a distance of Fifty and 73/100 (50.73) feet to a point.

15) N 74°51'11" E by said Land Proposed for Conveyance to City of Portland (11,714 s.f.) a distance of Twenty-Seven and 25/100 (27.25) feet to a point.

16) N 82°42'53" E by said Land Proposed for Conveyance to City of Portland (11,714 sf) a distance of Thirty and 98/100 (30.98) feet to a point.

17) S 57°41'42" E by said Land Proposed for Conveyance to City of Portland (11,714 s.f.) a distance of One Hundred Twenty-Nine and 99/100 (129.99) feet to a point and land depicted as Land Proposed for Conveyance to Adam-Wolf (13,787 s.f.) on said Riverwalk Subdivision Plan.

18) S 05°41'39" E by said Land Proposed for Conveyance to Adam-Wolf (13,787 s.f.) a distance of Fifty-Three and 28/100 (53.28) feet to a point.

19) S 12°34'45" W by said Land Proposed for Conveyance to Adam-Wolf (13,787 s.f.) a distance of One Hundred Twelve and 44/100 (112.44) feet to a point.

20) S 54°10'20" E by said Land Proposed for Conveyance to Adam-Wolf (13,787 s.f.) a distance of One Hundred Ten and 21/100 (110.21) feet to a point.

21) S 59°34'29" E by said Land Proposed for Conveyance to Adam-Wolf (13,787 s.f.) a distance of Twenty-Eight and 61/100 (28.61) feet to a point and land depicted as Land Proposed for Conveyance to City of Portland (46,012 s.f.).

22) S 14°01'58" W by said Land Proposed for Conveyance to City of Portland (46,012 s.f.) a distance of Forty-Seven and 20/100 (47.20) feet to a point.

23) S 20°34'09" W by said Land Proposed for Conveyance to City of Portland (46,012 s.f.) a distance of Sixty-Six and 74/100 (66.74) feet to a point.

24) S 01°32'31" W by said Land Proposed for Conveyance to City of Portland (46,012 s.f.) a distance of Seventy-Seven and 90/100 (77.90) feet to a point.

25) S 27°16'40" E by said Land Proposed for Conveyance to City of Portland (46,012 s.f.) a distance of Sixty and 84/100 (60.84) feet to a point.

26) S 55°18'28" E by said Land Proposed for Conveyance to City of Portland (46,012 s.f.) a distance of Eleven and 40/100 (11.40) feet to a point and the northwesterly side of Lot 1 as depicted on a plan entitled "Presumpscot River Place III" recorded in said Registry in Plan Book 202, Page 650.

27) S 31°28'15" W by said Lot 1 a distance of One Hundred Seventeen and 43/100 (117.43) feet to the point of beginning.

Bearings are based on true north.

The Above described parcel of land now or formerly of Lloyd B. Wolf and Robert L. Adam as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7058, Page 70.

Reference is herein made to Private & Special Laws of Maine, Second Regular Session of the 120th Legislature, Chapter 62, S.P. 499-L.D. 1586, An Act to Separate Territory from the Town of Falmouth and Annex it to the City of Portland, approved April 2, 2002.

The above described parcel is conveyed TOGETHER WITH, a certain easement located on the northerly side of but not adjacent to Hope Avenue in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

A thirty (30) foot wide strip of land, the centerline of which begins at a point lying N 19°30'58" W a distance of Thirty-Seven and 50/100 (37.50) feet from the northeasterly corner of the second parcel conveyed to the City of Portland as described in a deed recorded in the Cumberland County Registry of Deeds in Book 17463, Page 276, with said centerline continuing S 70°29'02"W to the easterly sideline of a road to be constructed by Grantor and referred to as "Road A" on preliminary concept plans for the development of Grantor's property, as such road is actually built.

The easement shall be appurtenant to Grantee's above described premises (Parcel One herein). The easement shall be for the purpose of providing a gravel emergency access road (public or private), as may be required by the City of Portland pursuant to Grantee's development of the dominant tenement. Grantor agrees to extend such easement rights to the general public, as necessary, by separate easement deed. In the event that Grantee is not required to construct such emergency access road, as a condition of site plan approval, subdivision approval or any conditional zone agreement that Grantee may enter into with the City of Portland to develop the dominant tenement, all rights of Grantee and his successors in and to the easement created hereby shall be promptly terminated, and Grantee shall record an instrument in the Cumberland County Registry of Deeds confirming the termination of such easement rights.

The above described parcel is conveyed subject to any and all easements and restrictions of record and includes all rights, easements, privileges and appurtenances pertaining thereto.

The above described parcel is conveyed subject to a portion of a certain culvert easement, benefiting the City of Portland, located on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland, State of Maine, shown as "City of Portland Culvert Easement" on the above referenced "Riverwalk Subdivision Plan" prepared by Titcomb Associates, Sheet 1 of 2, dated October 25, 2005, and more particularly bounded and described as follows:

Beginning at a point on the northeasterly sideline of Hope Avenue, said point lying N 55°52'57" W by said Hope Avenue a distance of Two Hundred Sixty-Five and 28/100 (265.28) feet from the westerly corner of Lot 1 as depicted on a plan of Presumpscot River Place III recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 650. Thence:

- 1) N 55°52'57" W by said Hope Avenue a distance of Thirty-One and 95/100 (31.95) feet to a point.
- 2) N 06°46'58" W a distance of Eighty and 00/100 (80.00) feet to a point.
- 3) S 85°29'48" E a distance of Thirty-Five and 69/100 (35.69) feet to a point.
- 4) S 06°46'58" E a distance of Eighty and 18/100 (80.15) feet to a point.
- 5) S 31°28'15" W a distance of Seventeen and 51/100 (17.51) feet to a point and said Hope Avenue.

Bearings are based on true north.

The above described portion of the culvert easement contains 3,083 square feet. The above described culvert easement includes the right to construct, repair and perpetually maintain through, under, across and upon said easement parcel, culverts, pipes, ditches or the like, for conveying drainage water, and to lay, relay, repair, alter, enlarge, maintain and remove said drainage systems upon, across or under said easement parcel, with all necessary fixtures and appurtenances, to trim, cut down and remove bushes and trees growing on said easement parcel, to remove grass, vegetation and crops growing on said easement parcel and to excavate or fill said easement parcel, all to such extent as in the judgment of the City of Portland is necessary for any of the above purposes, and to enter upon said easement parcel at any and all times for any of the foregoing purposes.

The above described parcel is conveyed subject to a certain drainage easement, benefiting the City of Portland, adjoining the above referenced culvert easement, shown as "City of Portland Drainage Easement" on the above referenced "Riverwalk Subdivision Plan" prepared by Titcomb Associates, Sheet 1 of 2, dated October 25, 2005, being thirty and 00/100 (30.00) feet in width, beginning near the northeasterly corner of the above described culvert easement and continuing northeasterly across the above described parcel. The center of said drainage easement follows the center of the naturally occurring drainage course, which course may vary from time to time. The

easement includes the right to construct, repair and perpetually maintain through, under, across and upon said easement parcel, culverts, pipes, ditches or the like, for conveying drainage water, and to lay, relay, repair, alter, enlarge, maintain and remove said drainage systems upon, across or under said easement parcel, with all necessary fixtures and appurtenances, to trim, cut down and remove bushes and trees growing on said easement parcel, to remove grass, vegetation and crops growing on said easement parcel and to excavate or fill said easement parcel, all to such extent as in the judgment of the City of Portland is necessary for any of the above purposes, and to enter upon said easement parcel at any and all times for any of the foregoing purposes.

The above described parcel is conveyed subject to a certain Portland Water District Easement, recorded in the Cumberland County Registry of Deeds in Book 2267, Page 257.

PARCEL TWO

A certain lot or parcel of land located in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on a line of the remaining land now or formerly of Lloyd B. Wolf and Robert L. Adam as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7058, Page 70, said point of beginning lying N 62° 51'18" W a distance of One Hundred Twenty-Nine and 32/100 (129.32) feet from the northerly corner of Lot 1 as depicted on the Presumpscot River Place Phase III- Subdivision Plan, dated December 4, 2001 recorded in said Registry in Plan Book 202, Page 650; Thence:

1)N 59°34'29" W by said remaining land of Adam and Wolf a distance of Twenty-Eight and 61/100 (28.61) feet to a point

2)N 54°10'20" W by said remaining land of Adam and Wolf a distance of One Hundred Ten and 21/100 (110.21) feet to a point.

3)N 12°34'45" E by said remaining land of Adam and Wolf a distance of a distance of One Hundred Twelve and 44/100 (112.44) feet to a point.

4)N 05°41'39" W by said remaining land of Adam and Wolf a distance of Fifty-Three and 28/100 (53.28) feet to a point.

5)S 57°41'42" E a distance of Twenty-One and 28/100 (21.28) feet to a point.

6)S 39°27'41" E a distance of Sixty-Six and 70/100 (66.70) feet to a point.

7)S 10°53'57" E a distance of One Hundred Eighty-Two and 18/100 (182.18) feet to the point of beginning.

Bearings are based on true north.

Being the same premises conveyed in Quitclaim Deed with Covenant from Estelle Estates, LLC to 338 Falmouth Foreside Partners LLC dated June 7, 2022 and recorded in Book 39511, Page 313 of the Cumberland County Registry of Deeds.

Terms and Conditions of Sale
Real Estate Foreclosure Auction 25-97
13.27+/- Acre Development Parcel – North Deering
1 Hope Avenue a/k/a 0 Hope Avenue, Portland, Maine
Friday, August 15, 2025 at 11AM

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Friday, August 15, 2025 commencing at 11:00 a.m. at 1 Hope Avenue a/k/a 0 Hope Avenue, Portland, Maine.
2. Terms of Sale:
 - a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced orally at the time of the sale.
 - b. The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.
 - c. The Real Estate (the "Property") will be sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" Titan Funding, LLC (the "Seller") assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale "**AS IS, WHERE IS, AND WITH ALL FAULTS**" **unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.
 - d. A deposit to bid of **\$25,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds and made payable to Keenan Auction Company and increased to 10% of the final purchase price in 5 calendar days of the auction. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.
 - e. **Taxes and Other Assessments**: Except as provided elsewhere herein, all real estate taxes, including taxes for the current year and any unpaid real estate taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations will be the responsibility of the Buyer.
 - f. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **thirty (30) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds.
 - g. The deed to the Property will be by Quitclaim Deed Without Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.
 - h. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.
 - i. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

j. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

k. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

l. Seller, and its assigns, reserves the right to bid without making the required deposit and, if Seller, or its assigns, is the high bidder, to pay for the Property with a credit for amounts secured by the Mortgage.

3. Auction Procedure: Open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The auctioneer will acknowledge the high bidder at the conclusion of the sale. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. Disclaimer: All bidders are invited to inspect the Property and the public records pertaining thereto prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Buyer until the Closing shall occur.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title 11, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately.

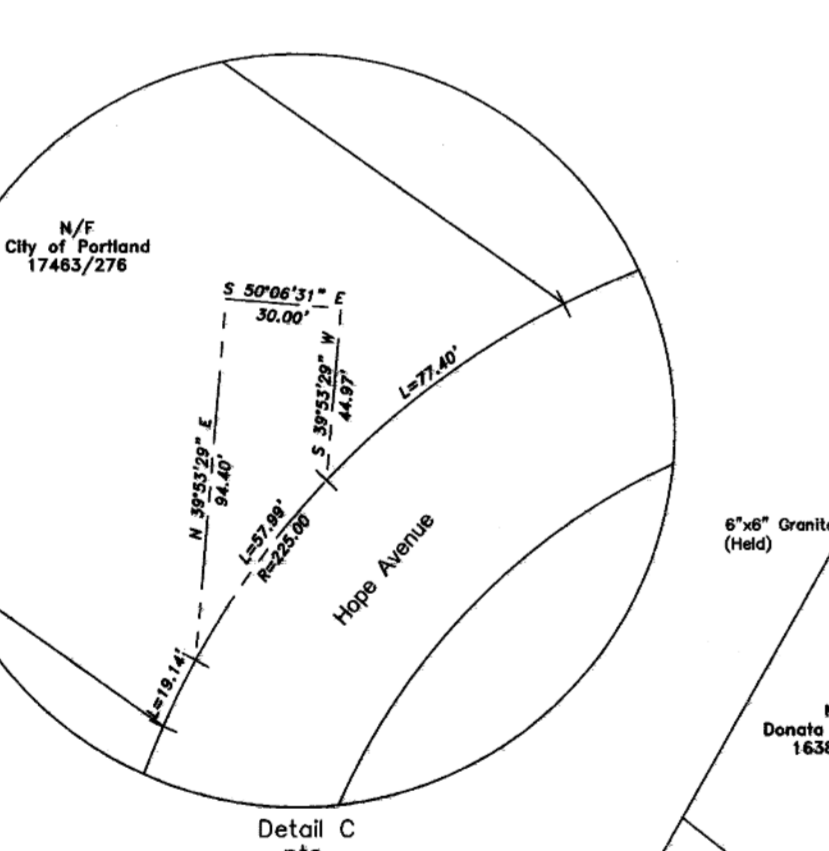
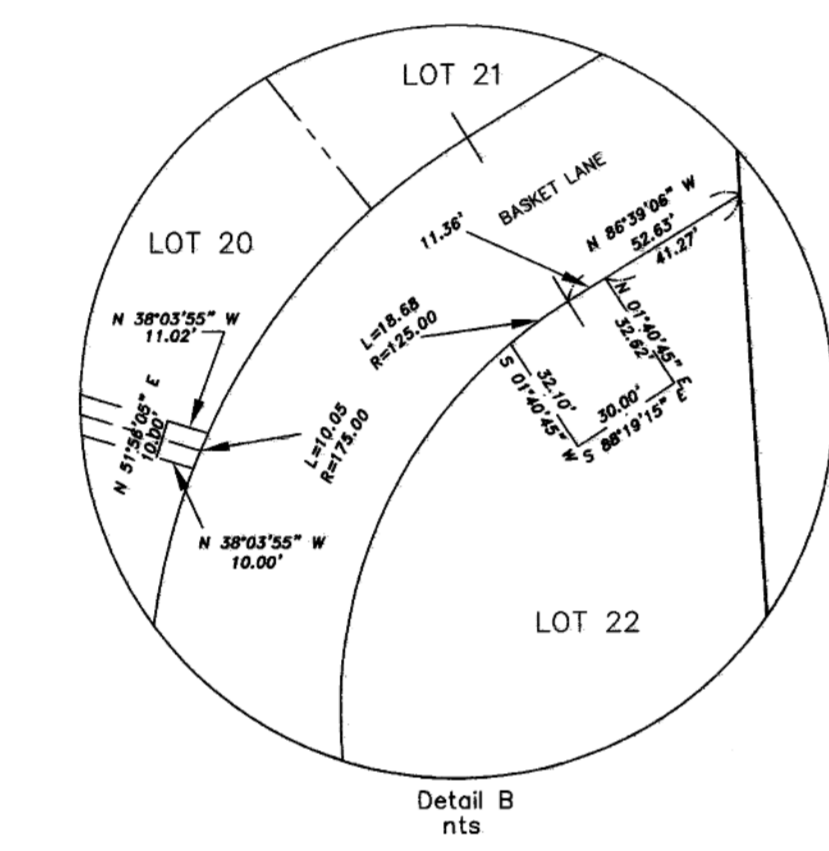
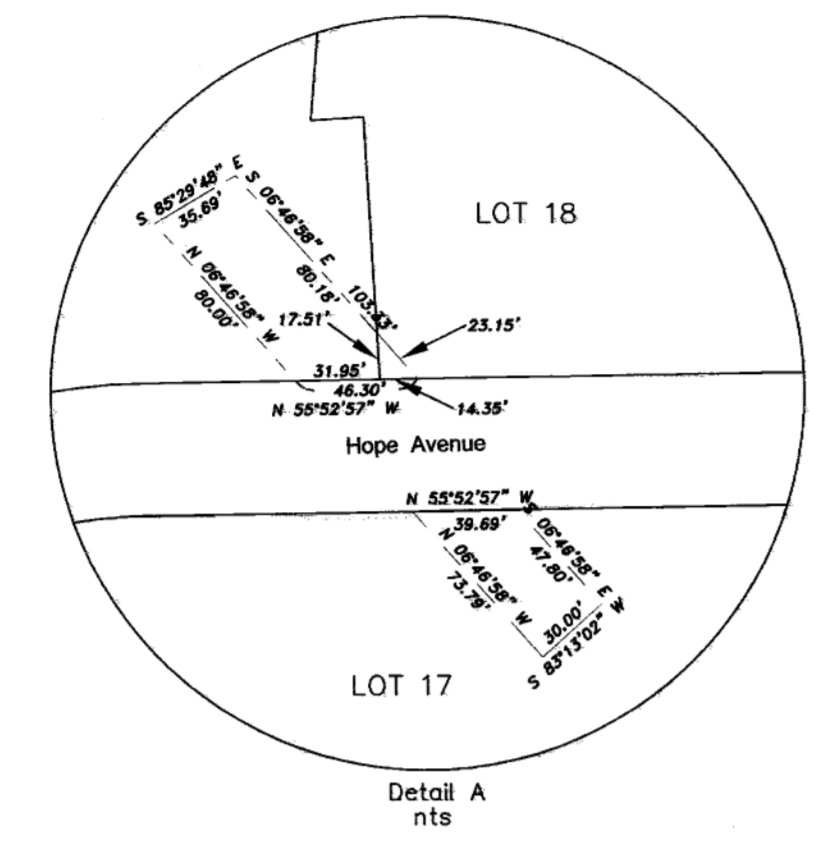
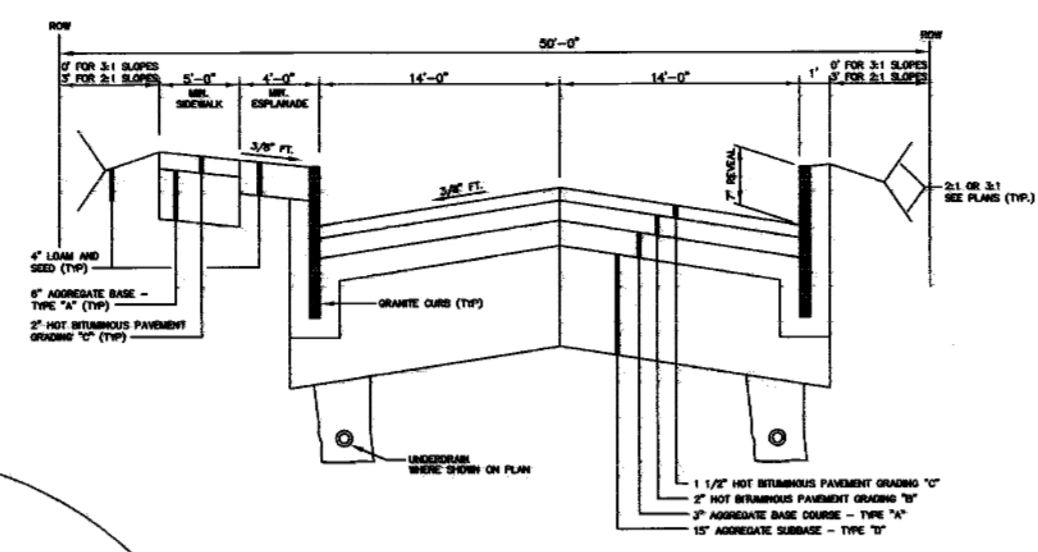
9. Absentee Bids: Absentee or Proxy Bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

11. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

LINE	LENGTH	BEARING
L14	75.57	S02°55'37"E
L15	97.28	S16°16'41"E
L16	75.78	S21°57'28"E
L17	75.69	S26°42'50"E
L18	44.69	S26°42'50"E
L19	50.73	N67°31'46"E
L20	27.25	N74°57'11"E
L21	30.98	N82°42'53"E
L22	129.99	S57°41'42"E
L23	53.28	S05°41'39"E
L24	112.44	S12°34'45"W
L25	110.21	S34°10'20"E
L26	28.61	S59°34'29"E
L27	47.20	S14°07'58"W
L28	66.74	S20°34'09"W
L29	77.90	S01°32'31"W
L30	60.84	S27°16'40"E
L31	11.40	S55°19'28"E
L32	20.00	S58°31'45"E
L33	52.63	N86°39'06"W
L34	83.34	S31°28'15"W
L35	84.09	N55°52'57"W
L36	79.46	N31°28'15"E
L37	78.36	S86°39'06"E
L38	56.69	S31°28'15"W
L39	15.04	N32°01'10"E
L40	34.36	S30°40'13"W
L41	50.00	S59°19'47"E
L42	35.61	N30°40'13"E
L43	63.50	S32°01'40"W
L44	35.83	S17°11'02"E
L45	30.00	S72°37'44"W
L46	28.07	N17°11'02"W
L47	86.46	N65°44'31"E
L48	76.24	N85°12'34"E
L49	109.95	S43°03'01"E
L50	40.73	S05°41'39"E
L51	21.28	S57°41'42"E
L52	66.70	S39°27'41"E
L53	182.18	S10°53'57"E
L54	61.01	S59°34'29"E
L55	68.50	S65°46'36"E
L56	217.71	S29°48'53"E
L57	116.74	S71°30'11"W
L58	61.15	N87°28'23"W
L59	62.44	N55°19'28"W
L60	15.45	S32°01'10"W

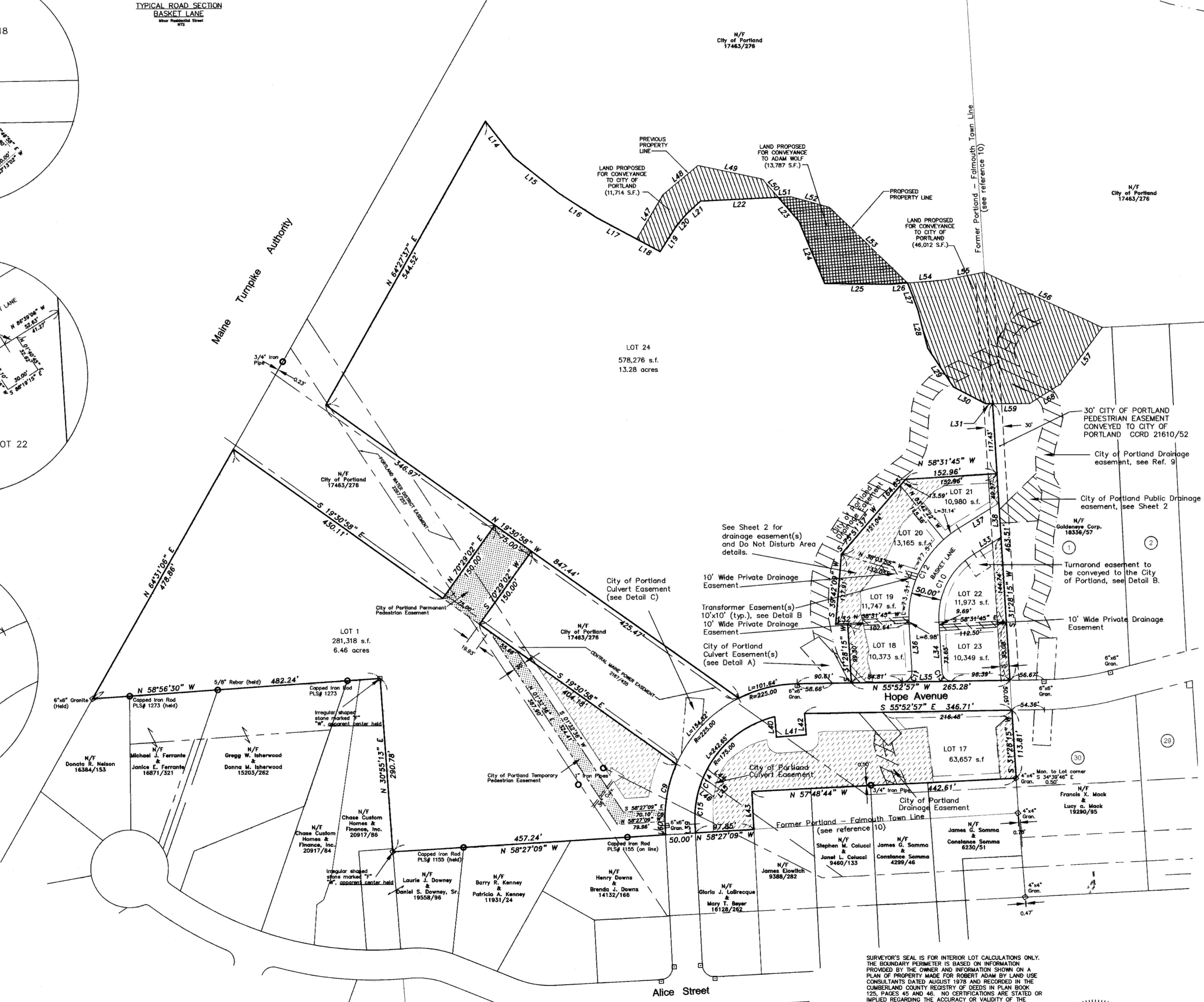
CURVE	LENGTH	RADIUS	DELTA
C8	20.08	225.00	05°06'48"
C9	105.51	225.00	26°52'02"
C10	135.00	125.00	61°52'39"
C11	27.49	17.00	92°38'48"
C12	188.99	175.00	61°52'39"
C13	25.92	17.00	87°21'12"
C14	31.05	175.00	10°09'58"
C15	64.29	175.00	25°57'44"



- REFERENCES**
- (1) Plan of Property for Robert Adam made by Land Use Consultants dated August 1978. Recorded in Plan Book 125, Pages 45 and 46.
 - (2) Presumpscot River Place Amended Recording Plot made for The Teal Company by Land Use Consultants dated May 10, 1983 and revised February 6, 1984. Recorded in Plan Book 141, Page 42.
 - (3) Plan of Crestview Acres, Section 5, made for Donald R. Peters by H.I. & E.C. Jordan dated December 24, 1969. Recorded in Plan Book 81, Page 23.
 - (4) Third Amended Recording Plat of Alice Street Subdivision made for Lloyd B. Wolf by Land Use Consultants dated February 27, 1996. Recorded in Plan Book 136, Page 319.
 - (5) Plan of Oatnuts Park owned by A.M. Hayes. Recorded on February 18, 1902 in Plan Book 9, Page 103.
 - (6) Plan of Valley View Heights (Curtis Road) made for C.H. Hanson Co. by H.I. & E.C. Jordan Company dated January 31, 1967. Recorded in Plan Book 74, Page 1.
 - (7) Presumpscot River Place II made for The Teal Company by Land Use Consultants dated June 26, 1984 and revised August 9, 1985. Recorded in Plan Book 149, Page 64.
 - (8) Auburn Pines Subdivision Plan made for Neptune Properties, Inc. by Pinkham & Greer dated April 28, 1999. Recorded in Plan Book 199, Page 393.
 - (9) Presumpscot River Place III-Subdivision Plan made for Robert Adam and Burt Wolf by Titcomb Associates dated December 4, 2001. Recorded in Plan Book 202, Page 650.
 - (10) Reference is herein made to Private & Special Laws of Maine, Second Regular Session of the 120th Legislature, Chapter 62, S.F. 499-LD, 1986, An Act to Separate Territory from the Town of Falmouth and Annex it to the City of Portland, approved April 2, 2002.

- NOTES**
- (1) Surveyors seal is for interior lot dimensions only. Property perimeter is based on plan reference #1.
 - (2) Bearings are based on True North as shown on plan reference #1. Coordinate system is based on an assumed datum.
 - (3) Abutters noted on this plan are per City of Portland and Town of Falmouth records.
 - (4) Elevations are referenced to City of Portland datum. Location of benchmark: Front bonnet nut of hydrant at the corner of Alice Street and Carter Street. Elevation = 141.96 feet.

Approved by the City of Portland Planning Board
 Dated 7-12-05
 [Signatures]



LEGEND

- Iron pin found
- Monument found
- Abutters line
- Property line
- - - Easement line
- - - Building envelope
- Lot number per ref. 4
- Lot number per ref. 8
- Lot number per ref. 9
- ▨ Do Not Disturb Area
- ▧ Drainage Easement

AREA

Lots 17-23	132,243 s.f. / 3.03 acres
Lot 24	578,276 s.f. / 13.28 acres
Lot 1	281,318 s.f. / 6.46 acres
Total Lot Area	991,837 s.f. / 22.77 acres
Basket Lane	16,445 s.f. / 0.36 acres
Total Area	1,008,282 s.f. / 23.13 acres

OWNERS OF RECORD

Lloyd B. Wolf and Robert L. Adam
 Book 7058, Page 70.

GRAPHIC SCALE

(IN FEET)
 1 inch = 100 ft.

Rev. 1 02/24/06 30' Easement ref. RJC

Riverwalk Subdivision Plan
 Hope Avenue Portland, Maine

MADE FOR
Gorrill-Palmer
 15 Shaker Road Gray, Maine

JOB# 99064 DATE: October 25, 2005 SCALE: 1"=100'
 BOOK# 692
 RiverwalkBoundary2000
 SHEET 1 of 2

Titcomb Associates
 133 Gray Road Falmouth, Maine 04105 (207)797-9199

SURVEYOR'S SEAL IS FOR INTERIOR LOT CALCULATIONS ONLY. THE BOUNDARY PERIMETER IS BASED ON INFORMATION PROVIDED BY THE OWNER AND INFORMATION SHOWN ON A PLAN OF PROPERTY MADE FOR ROBERT ADAM BY LAND USE CONSULTANTS DATED AUGUST 1978 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 125, PAGES 45 AND 46. NO CERTIFICATIONS ARE STATED OR IMPLIED REGARDING THE ACCURACY OR VALIDITY OF THE PERIMETER BOUNDARIES.





Jessica Teesdale <jteesdale@portlandmaine.gov>

Re: Purchase of City Owned Lot on Sumner Court

Pamela Jack <pamjack1@gmail.com>

Thu, Jul 10, 2025 at 10:59 AM

To: Ethan Hipple <ehipple@portlandmaine.gov>

Cc: landbank@portlandmaine.gov, Jessica Teesdale <jteesdale@portlandmaine.gov>, Jon Kachmar <jon.kachmar@gmail.com>, Devon Platte <devonplatte@gmail.com>

Good Morning, Ethan:

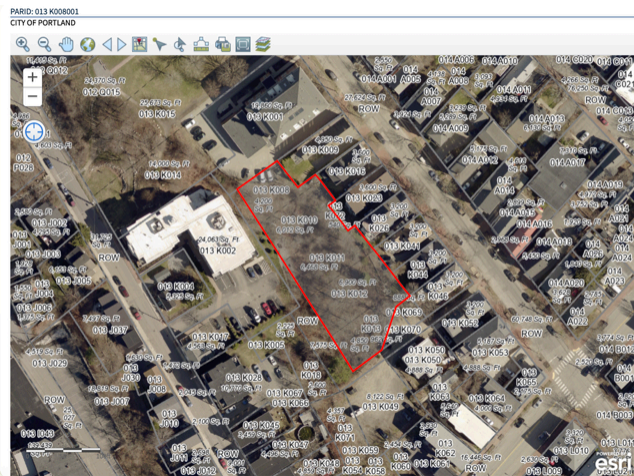
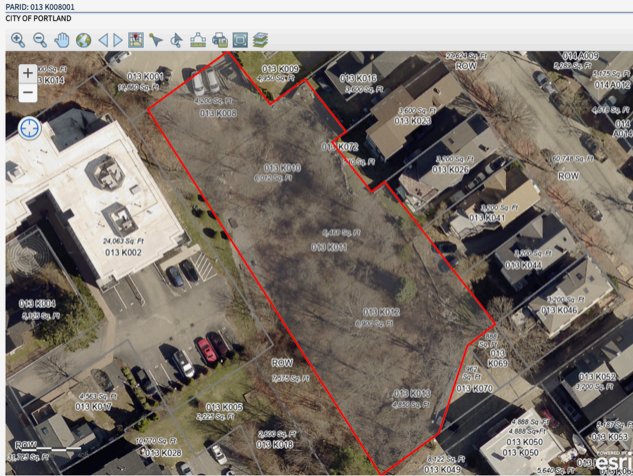
Thanks for your reply regarding our request to purchase a small portion of Land Bank property located adjacent to Sumner Court on Munjoy Hill. Yes, we would like to pursue this request, and welcome the opportunity to have this item added to the August 13, 2025, Land Bank agenda for you and the commission to discuss, thanks.

The specific parcel we are interested in is currently part of a group of five lots with an address of "30 North Street rear," which is the old rock quarry that runs between North Street and Sheridan Streets. The lot we are interested in is marked as 013 K013 on the attached tax map, and consists of 4,850 square feet, with some frontage on the north side of Sumner Court (a dirt lane that connects to North Street).

Following up on your recommendation to demonstrate why this sale would be in the City's best interest, here are a few points for you and the Land Bank Commission to consider:

1. This parcel may never be built upon due to the narrow 12' width of Sumner Court, and also the steep topography of the parcel. Given these facts, the lot holds little to no value to most anyone else. As abutters and owners of 28 North Street, our interest in the property is to increase our off-street parking by two to three spaces on the small level portion on the south end of the parcel before it drops off. This would in turn create more open parking spots on (already congested) North Street, which would be a significant ongoing benefit to the neighborhood.
2. Additionally, we would also landscape and maintain the remainder of this overgrown parcel (which the City currently does not do). As a matter of fact, for many years people have been using the gully of this particular parcel as a dumping ground for trash, discarded furniture, computer monitors, yard waste, etc. Also, homeless people have been chased away from camping and growing marijuana on this site on a regular basis by us, other neighbors, and the Portland Police Department. Our goal is to improve and better maintain the space, stop the illegal dumping, camping and marijuana cultivation, reduce some of the petty property crime that currently plagues our area, and generally be good stewards of the land ... all of which is a significant benefit to our Munjoy Hill neighborhood, and the City of Portland.
3. The general public does not use or even know about this underutilized "30 North Street rear" Land Bank property. As outlined in the Land Bank annual report, "The E11 land drops precipitously from the western side of North Street to the eastern side of Sheridan Street, making most of it unsuitable for development." Also, the land is surrounded by private property with very limited access, rendering it essentially landlocked and unusable by the general public. In summary, given its topography and access issues, the property has no practical use beyond habitat and the aforementioned frequent dumping activity and homeless campers looking for an overgrown, wooded place to hide.
4. The proceeds from the sale of this parcel could be added to the annual Land Bank operating budget, thereby reducing the need to request those additional funds from the City operating budget, and allowing the Land Bank Commission to pursue and manage other more important, higher priority parcels that would be of greater benefit to the citizens of Portland.
5. Additionally, the City would collect our annual property taxes in perpetuity from the sale of this parcel, thereby adding to the annual City operating budget and potentially reducing the need for future property tax increases.
6. As you can see from the current irregular shape of the 013 K013 lot, the City actually has a history of selling portions of this same parcel to private individuals in our neighborhood. Specifically, 013 K070 was sold to a neighbor on 03/12/69 (Book 3077, Page 700), which has been used as unpaved off-street parking ever since. And 013 K069 was sold to a different neighbor on 5/17/2001 (Book 16312, Page 294), and is also now used as unpaved off-street parking. As previously mentioned, our intention is to do the same, extending this existing parking along the north side of Sumner Court by 2-3 spaces (for the benefit of our 28 North Street tenants), and generally cleaning up and maintaining the land going forward (which as avid gardeners, we love to do!).

7. Finally, the City owns an existing right of way along the entire west edge of the larger "30 North Street rear" Land Bank parcel, with access via Sumner Court to the south (and via the old Shailer School to the north). Thus, the sale of this particular 013 K013 parcel would have no negative impact on the City's access to the remaining four Land Bank parcels from the southern end, and plenty of habitat would still remain between North and Sheridan Streets (if that is still a goal for this property).



We would like to attend the August 13 meeting in person, if possible, so that we could be present to respond to any questions raised by the Land Bank Commission during discussion of this topic. Please let us know if this would be okay? Thanks very much!

Regards,

Pamela Jack & Devon Platte
28 North Street
Portland

[Quoted text hidden]

[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.



parks,
recreation
& facilities

CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

CITY OF PORTLAND
Parks, Recreation & Facilities Department
Alex Marshall, Parks Director

Memorandum

TO: Parks Commission and Land Bank Commission

FROM: Alex Marshall, Parks Director, Parks, Recreation and Facilities Department

SUBJECT: Parks Division Update

DATE: June/July 2025

Parks Division Staffing

- Total Budgeted positions in Parks Division: 43
- Vacancies:
 - Forestry Supervisor
 - Arborist
 - Horticulturist
 - Cemetery Grounds Maintainer

Citywide Unhoused Report

At this time, there are 40 encampments citywide, which is 3 fewer than this time in 2024 and 188 fewer than that of 2023. Of the 40 active tent sites, none of them are located on City property. Overall, in 2025, City Staff (primarily Rangers) have tagged and removed 384 tents citywide. Park Rangers continue to tag and remove between 5 and 20 tents from City land each week and conduct a thorough clean-up afterward with the help of other Parks staff or contractors. There continues to be a steady capacity available at the Homeless Services Center.

Nathan Clifford Playground Reopening

The Playgrounds Team, led by Keith “Tater” Forest, took on the replacement of the old Nathan Clifford School playground this Spring and Summer. With assistance from a local contractor, the Playgrounds Team removed the old equipment and will be opening up the new and improved playground this coming Friday the 15th. The creative solution for this neighborhood play space was to utilize a swingset recently upgraded at Deering Oaks playground as well as the Kiwanis Pool play structure that came out due to the pool’s reconstruction. Thank you team for making this project a reality for the community to enjoy!

Forestry Spring Planting & Co-Op Program

The Forestry Team planted a total of 125 trees this Spring as part of their annual tree planting program. The focus in 2025 was in the low tree equity score neighborhoods and surrounding areas such as continued efforts in Bayside. Additionally, of these 125 trees, there were 35 co-op trees planted across the city. Additional trees will be planted this Fall during a second surge to reach their annual goal of 150-200 trees.

Court Resurfacing

The Riverton Tennis Courts have been officially renovated into 6 dedicated pickleball courts and one



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Parks, Recreation & Facilities Department
Ethan Hipple, Director

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Parks, Recreation & Facilities Department
Alex Marshall, Parks Director

multi-use tennis and pickleball facility. Additionally, the contractor for that project was also able to reconstruct the basketball courts at Lyman Moore, install sports coating at the Talbot Basketball Court and install the new half basketball court and pickleball court on Great Diamond Island.

Back Cove Music Festival

The Back Cove Music Festival occurred during the weekend of August 2nd and 3rd, 2025. Payson Park was transformed into a festival grounds where 8,000-10,000 people each day gathered to hear incredible music, and eat good food in the comfort of this wonderful park. After the festival concluded, the impacts were deemed to be very minimal to the park.

Preble Field Reconstruction

Back Cove South Stormwater Storage Project, which captures 3.4 million gallons of combined stormwater/sewer discharge during each rain event, has come to a close and the Fitness Course and Bathrooms have been opened up as of Friday, August 1st. The field remains fenced off until September 5 when there will be a Grand Opening Ceremony planned to celebrate the completion of this monumental project. Stay tuned for more details coming.

Park Projects and Department Updates

Staff are working on the following Park Improvement projects:

- Deering Oaks Park ADA Walkway improvements: Phase 3, providing ADA access to the wading ravine, was completed in the Summer of 2023. Phase 4, which is the sidewalk along Tennis Court Drive, is going out to bid later this Summer for a potential Fall 2025 or Spring 2026 construction.
- Riverton Preserve: Recreation improvement plans are in progress and will consist primarily of a trail network with other improvements. This project is intended to fulfill LWCF conversion requirements, and final approval of the improvement plan rests with the state and National Park Service, which has a public engagement process.
- Lower Western Prom Park Improvements: This project has been bid out and did not receive a bid within the allocated budget, so it will be revised and re-advertised in the coming months.
- Longfellow Elementary School Playground: Playground Equipment has been selected. The project went out to bid in the Spring of 2025 only to receive one bid substantially over the budget for the project. Portland School Staff and Park Project Managers are working through the next steps to keep this project going.
- Portland Harbor Common: This project went out to bid in the Spring of 2025 to receive one bidder. The contract is being worked through currently.
- Stroudwater Bridge: The funding gap has been met for this project thanks to a City Council approval of CIP funding this past Spring. The bid documents and construction drawings have all been completed and the project will be bid in the next few weeks.
- Public Restrooms: So far, the city has installed 15 new public restrooms citywide over the past 3 years. Recent modifications were done to the units at The Eastern Promenade, Commercial



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St/Fish Pier, and Fox Field to include a vault for increased storage capacity. 4 more public restrooms are on the way with one at Lower Western Promenade, 1 at the Spring and High street parking lot, and 2 at the Eastern Promenade near the existing bathhouse.

2025 Land Bank Project Assignments					
Project	Commissioner 1	Commissioner 2	Commissioner 3	Scorecard Complete	Status
Davis Pines	Jon Kachmar	Alaina Chormann		yes	
Hope Ave.	Michael Scrameyer	Mike Carey	Jon Kachmar	yes	Waiting to hear soil survey to see what portion, if any, is developable. Mike has communicated with the real estate broker, there is an interest in selling the land minus the sunk costs. Lack of clarity on who actually owns it. TPL is getting involved, Jon will coordinate that.
Murray Street	Daniel Herzlinger	Simon Rucker		yes	LBC is going to re-flagging these with TAPC - see purple lots on this map ; Dan is preparing a letter of interest to go to the landowner.
Redlon	Michael Scrameyer	Mike Carey		yes	Mike has a letter for the landowners, he'll review with Jon (2-12-25). Mike had a site visit and has connected with Maura Price. Landowner has been unresponsive to Mike so far on the Berry parcels.
Rocky Hill	Jon Kachmar	Baxter Miatke		yes	
Stroudwater Boat Launch	Baxter Miatke	City Staff/Jen Derice			
Stroudwater Pedestrian Bridge	City Staff				
Annual Report	Simon Rucker				2024 complete; was noticed properly and will be in front of City Council 2/24/25 meeting
0 Gray Road	Jon Kachmar	Mike Carey		no	They are requesting, through Greg/EDC, that the remaining land goes into the Land Bank. First the property is owned by the City and is going out on the market again to recoup costs for developers.
Land Bank Map	City Staff				Evan - 2024; Dan - 2021; Robert - 2022, Alaina - 2023; they checked minutes and sent project list to Jon. Jon will check his emails. Robert was not present at April meeting to report.