



Commission Members: Chair Pat Bailey, Vice Chair Steve Morgenstein, Andrew Butcher, Jennifer Fox, Jon Kachmar, Kara Wooldrik, Simon Rucker, and Mayor Kate Snyder

City of Portland
Land Bank Commission Agenda

August 3, 2020

11:30 AM

On Monday, August 3, 2020, at 11:30 am, the Portland Land Bank Commission will conduct a virtual meeting using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online. This meeting will be conducted remotely using Zoom.

Allow your computer to install the free Zoom app to get the best meeting experience. We hope to be able to offer other livestream methods in the future. If you are not able to attend live, we will be posting a recording of the meeting once it has concluded.

Please click the link below to join the webinar:

<https://zoom.us/j/96886489329>

Or iPhone one-tap :

US: +13017158592,,96886489329# or +13126266799,,96886489329#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799
or +1 669 900 6833**

Webinar ID: 968 8648 9329

International numbers available: <https://zoom.us/j/96886489329>

- I. Citizen Comment Period
- II. Agenda Items
 - i. Acceptance of Meeting Minutes: July 21, 2020
 - ii. New Business

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



- a. Rand Road - *Vote to recommend Rand Rd acquisition to City Council*

The Commission may go into executive session pursuant to 1 M.R.S. 405(6)(C) and (E) to discuss real estate negotiations and the City's legal rights and duties.

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



In attendance: Commission Members: Chair Patrizia Bailey, Kara Wooldrik, Simon Rucker, Jon Kachmar, and Jennifer Fox. City Staff: Doug Roncarati, Michael Goldman, Ethan Hipple, Alli Carroll, Liz Deletetsky, and Alex Marshall.

**City of Portland
Land Bank Commission Minutes
July 21, 2020, 11:30 AM**

On Tuesday, July 21, 2020, at 11:30 am, the Portland Land Bank Commission conducted a virtual meeting using emergency legislation approved by LD 2167; 1 M.R.S. §403-A, that authorizes cities and towns to conduct meetings online. This meeting was conducted remotely using Zoom.

I. Citizen Comment Period

Jenirose Friedkin expressed concern over the proposed Fallbrook senior care facility development near 60 Merrymeeting Dr in North Deering. She shared that this land provides habitat for a variety of wildlife and a group of nearby residents would like to preserve this as green space.

Mike D voiced his concerns about the same issue. He says the proposed facility would be built on about 12-13 acres of wetland/forest. He is concerned about the wildlife in the area including nesting red-tailed hawks. He believes that this area would be a great addition to the Land Bank as it could link up with Pine Grove park which is just on the other side of Ray St.

II. Agenda Items

i. Acceptance of Meeting Minutes

Kara motioned to accept the meeting minutes of May. Jon seconded. Motion passed unanimously.

ii. Communications/Updates

The Commission took a moment to thank Alli for all of her hard work over the past four years. She will be taking on new duties as the Interim HR Administrative Officer and will no longer be helping out with Land Bank Commission meetings.

a. Secretary Report

No report at this time.

b. Treasurer Report

No report at this time.

c. Parks Commission Report

Jon shared that the Amethyst lot park should be done by the end of the month, and some of the basketball and tennis courts are being resurfaced at this time. The Parks Commission will not be meeting in August and will reconvene in September.

d. Parks Division Report

No report at this time.



iii. High Priority Parcels

The Committee discussed what the next steps might be for the Davis Pines (Davis Farm Road) parcel. Jon suggested communicating with the owner again to determine where they would like the road to be blocked. He will develop a draft plan to bring to the emergency services for their input. Doug suggested starting with the Legal Department first.

The Committee also discussed that Allagash Brewing has expressed interest in helping to purchase the Hale property at Riverton Trolley Park. Jeff Tarling, the City Arborist, has facilitated the communication with Allagash.

a. Redlon Woods

Pat asked Kara and Simon to do a scorecard for this property. The Committee is in communication with the lenders to see if they can get release of the parcels denoted in blue on the map. The other Berry lots (in orange) were recently sold to the developer who is trying to create access from June St. This would require a variance from the city, and the Committee would like to determine what goes into this process. Doug stated that he met with neighbors and a council member in the area to discuss storm water management concerns.

b. Jewell Falls

Pat suggested allocating funds for invasive removal and native plantings. Kara agreed that making sure we follow up with native plantings once invasives are removed will be an important step. Ethan said it might be good to take a look at the issue and get a quote for the removal work.

c. PATHS Adjacent Property: 349D6

This property is next to the PATHS wooded area in North Deering. There are significant wetlands and a stream that feeds into Dole Brook. Doug believes this would be a great acquisition for the Land Bank. Jon and Simon agreed to do the scorecard and Simon suggested getting the land appraised after that.

d. Rand Road

Simon moved for the Commission to go into executive session pursuant to 1 M.R.S. 405(6)(C) and (E) to discuss real estate negotiations and the City's legal rights and duties. Pat seconded. Motion passed unanimously.

Pat moved for the Commission to come out of executive session pursuant to 1 M.R.S. 405(6)(C) and (E) to discuss real estate negotiations and the City's legal rights and duties. Kara seconded. Motion passed unanimously.

PORTLAND LAND BANK HIGH PRIORITY PARCEL SUMMARY

PROPERTY NAME: HCP-14 -RAND RD

Location: 204 Rand Road, Portland, ME 04101

Size: 27.38 acres

Priority Scorecard: This site was ranked using the Land Bank prioritization process and matrix (scorecard) that is on file with the Land Bank's records. The site ranked as a priority site since it meets many of the criteria for Land Bank properties. The property is located at the headwaters of the Fore River abutting the Fore River Sanctuary and the E-04 Rand Road RPZ Land (Land Bank) open space.

Ownership:

Owner of record: Avangrid Foundation, Inc.

Assessors Reference: Map 250, Block A, Lot 25 and map 255-257, Block A, Lots 4-5

Lot size: 27.38 acres

Assessed Value: \$228,200 Real Estate Taxes (2019/2020) \$5,319.34

Characteristics and Values:

The Rand Road parcel is located at the headwaters of the Fore River abutting the Fore River Sanctuary and the E-04 Rand Road RPZ Land (land Bank) open space. The area is largely wooded, often wet and features steep terrain that slopes to one of several tributary streams feed the Fore River wetland system. Together these parcels provide excellent wildlife habitat and migratory corridors for a variety of species. A CMP-owned utility corridor runs through the southern portion of the property. Portland Trails maintains an extensive and popular trail network connecting all of the aforementioned properties to the larger regional trail system. The property also features a section of the historic Cumberland and Oxford Canal.

Cumberland-Oxford Canal History:

In the early 18th century, residents of Portland and towns in the Lakes Regions realized that in order for commerce to prosper between the areas, a more expedient way of transporting goods was necessary. A canal was proposed. Surveying of the canal began in 1825 and land titles were secured and the route was cleared of brush and trees

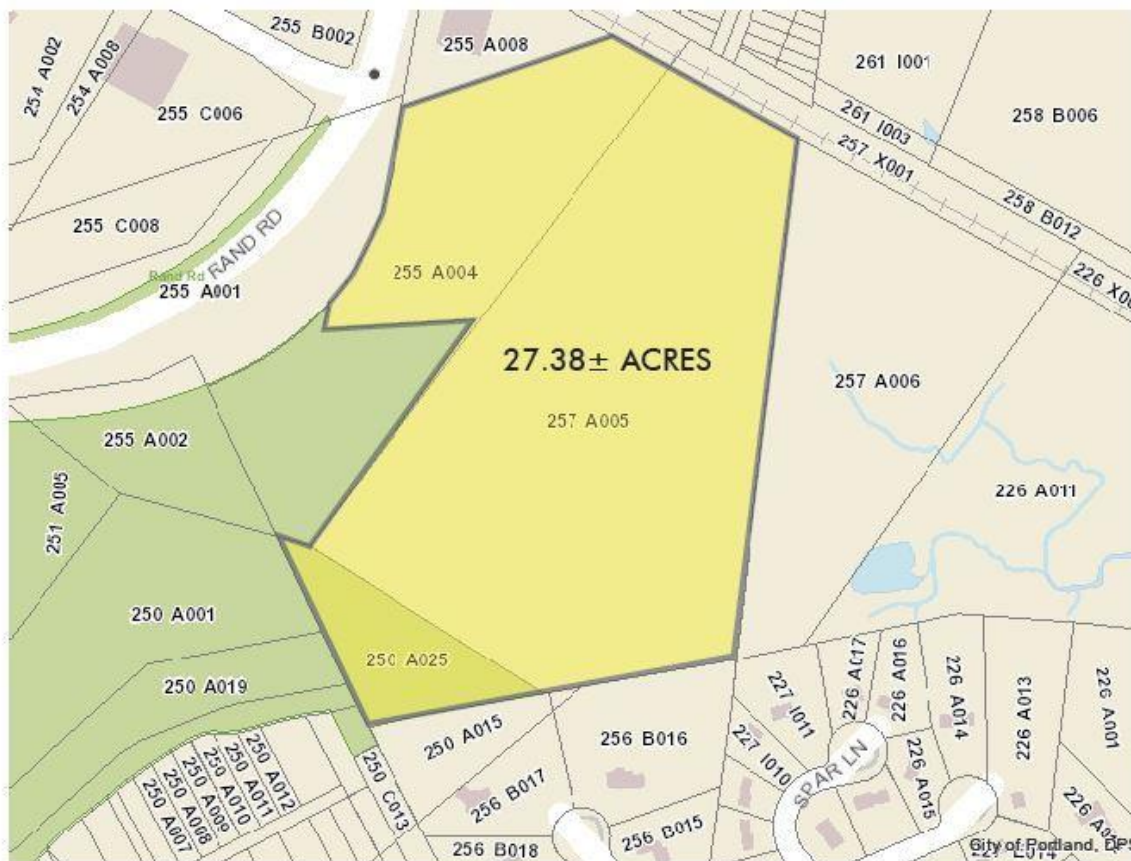
in 1828. Irish workers were brought in to do the excavation work, living in shanties along the canal route while work was underway. The Cumberland and Oxford Canal "Big Ditch" opened in June, 1830.

The canal followed the Presumpscot River from Sebago Lake through the towns of Standish, Windham, Gorham and Westbrook. The Canal diverged from the river at Westbrook to reach the navigable Fore River estuary and Portland Harbor. The canal required 27 locks. The locks were necessary to lift the canal from tidewater level to the level of Sebago and Long Lakes, 280 feet above sea level. The navigable distance of the Canal was approximately 38 miles from Portland to Harrison (at the north end of Long Lake).

Exhibits attached:

Rand Road Scorecard Analysis
Maps 1 - 9

Figure 1. Overview of the parcel



Priorities for Land Bank activities	YES	MAYBE	NO	Notes
Does the property have, or contribute to, healthy forest ecosystem?	Yes			Maps 1, 3, 8, 9
Does the property have, or contribute to, healthy wetlands, streams, river, ocean, aquifers or other water bodies?	Yes			Map 9
Does the property help mitigate or adapt to climate change impacts? (CO2 storage, storm impacts, tidal impacts)	Yes			Map 5
Does the property provide an opportunity to protect or improve a healthy ecosystem?	Yes			Maps 1, 3, 4, 8, 9
Does the property create a connection or link between nearby Parks or Land Bank properties?	Yes			Map 1
Does protecting the property support Portland's desired sustainable land use pattern of a dense core with developed corridors and nodes?	Yes			
Does protecting the property support Portland's desire for equal access to undeveloped natural space in every neighborhood? (all residents within a X minute walk)	Yes			Map 6
Does the property provide water access for the fishing industry OR for recreation?	No			
Does the property provide passive recreation opportunities?	Yes			Map 7

Other considerations

Is this a time-limited opportunity? Yes, the property is currently listed for sale.

Cost - very high probability of a bargain sale at this time.

Maintenance needs, short or long term. There are existing trails.

Are there opportunities for leveraging collaboration. Yes.

Is there significant stakeholder support/opposition? Not sure at this time.

Are there other competing land uses? There does not seem to be development interest.

Are there opportunities to achieve multiple goals of Land Bank &/or other City entities? Yes.

Are there underserved areas where geography is a priority for ecological health or human wellness? Not sure.

Historical significance (humans) Unknown

Geologic significance None

Is there potential for urban agricultural use No - wetland and forest area.

HCP-14 Rand Road Scorecard Analysis

Street Address: 204 Rand Road

Owner of record: Avangrid Foundation, Inc.

Assessors Reference: Map 250, Block A, Lot 25 and map 255-257, Block A, Lots 4-5

Lot size: 27.38± acres

HCP-14 lies near the western boundary of the City of Portland in a large, undeveloped area comprised of forests, streams and wetlands around the headwaters of the Fore River¹. Existing conservation lands abutt the property on the east (Fore River Sanctuary) and west (E-04 Rand Road RPZ). The Stroudwater River is to the south beyond outer Congress Street; the Stroudwater River empties into the Fore River lies to the southeast; to the east, over an active railroad corridor, lies Capisic Pond.

HCP-14 lies at the heart of a 136-acre block as listed by the Beginning with Habitat program² and is an area of inland waterfowl and wading bird habitat³. Due to the varied landcover, topography and soil type, this is an area of regional flow for species moving to adapt to climate change areas, as this is an area of concentrated flow where movements will accumulate or be channeled⁴.

According to the Parksore model, HCP-14 is an area of high need for location of a park or recreation area, based on the estimated increase of residents served within a 10-minute walk of a park⁵. There currently exists a network of trails both on the parcels and connected to a larger trail network to the Fore River Sanctuary and Capisic Pond⁶.

HCP-14 is an area with a high likelihood of development based on models of historical patterns of urban growth in the Northeast, including the type (low intensity, medium intensity and high intensity), amount and spatial pattern of development, and incorporates the influence of factors such as geophysical conditions (e.g., slope, proximity to open water), existing secured lands, and proximity to roads and urban centers. Development of the parcels would not only represent the loss of an opportunity to protect a unique and important natural area, it would degrade the value of adjacent conservation lands by fragmenting the large undeveloped acreage.

¹ Map 2

² Map 1

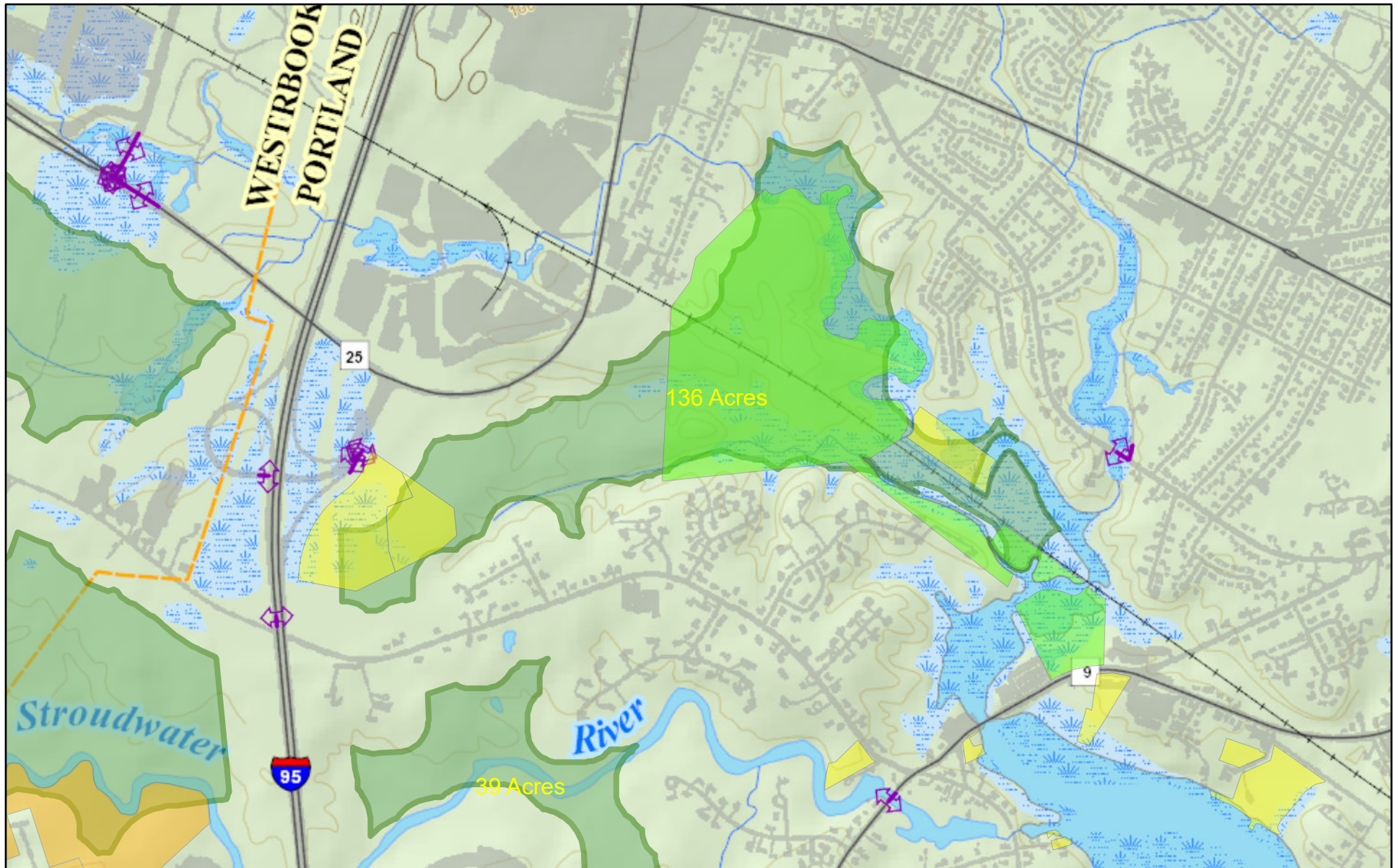
³ Map 3

⁴ Map 5

⁵ Map 6

⁶ Map 7

HCP-14 Rand Road



April 8, 2020

conserved3

Municipal

Private

conserved2

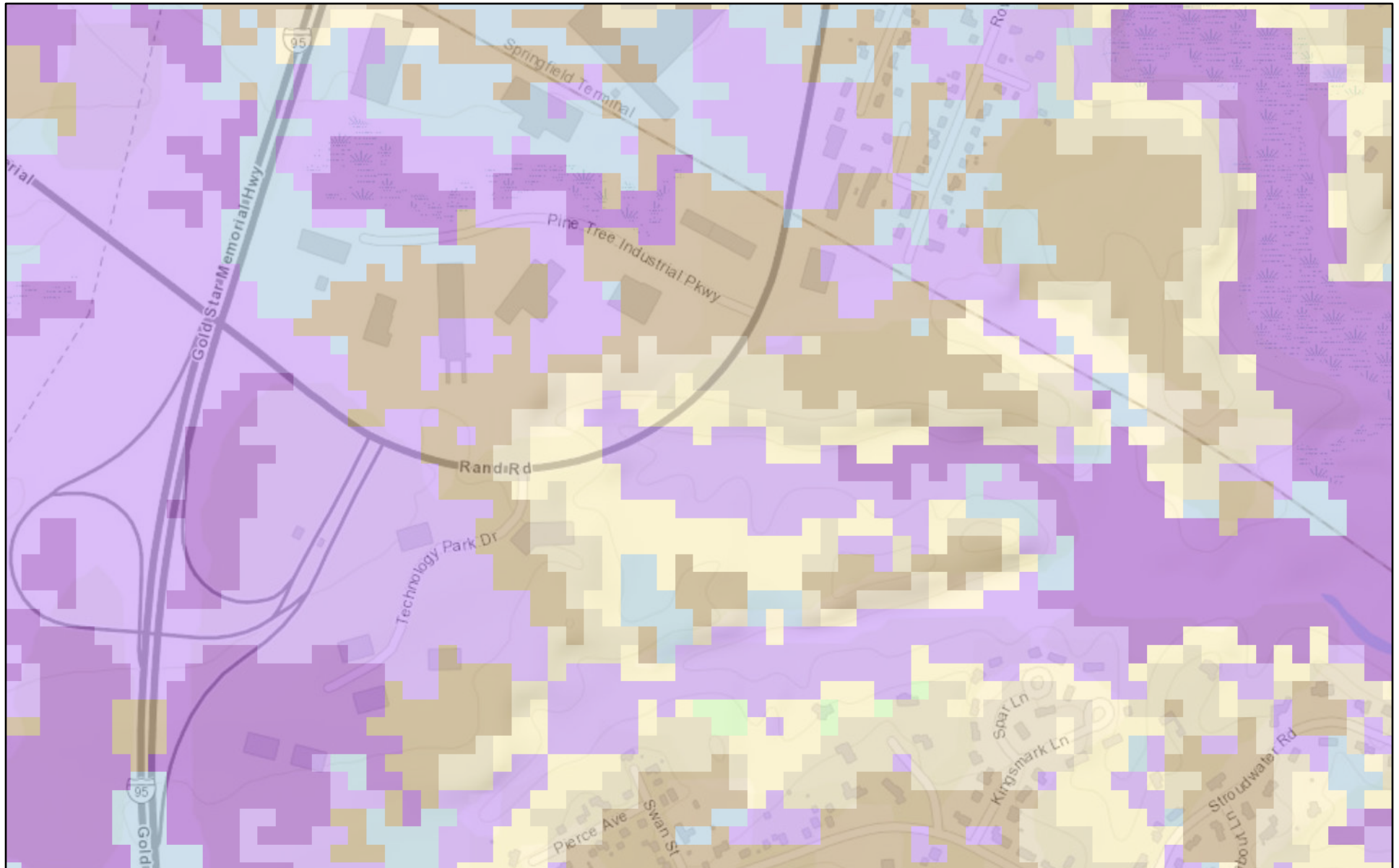
undev

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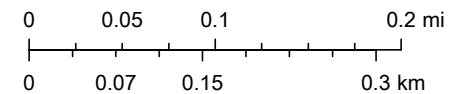
0 0.17 0.35 0.7 km

HCP-14 Rand Road Landforms - Landforms



April 8, 2020

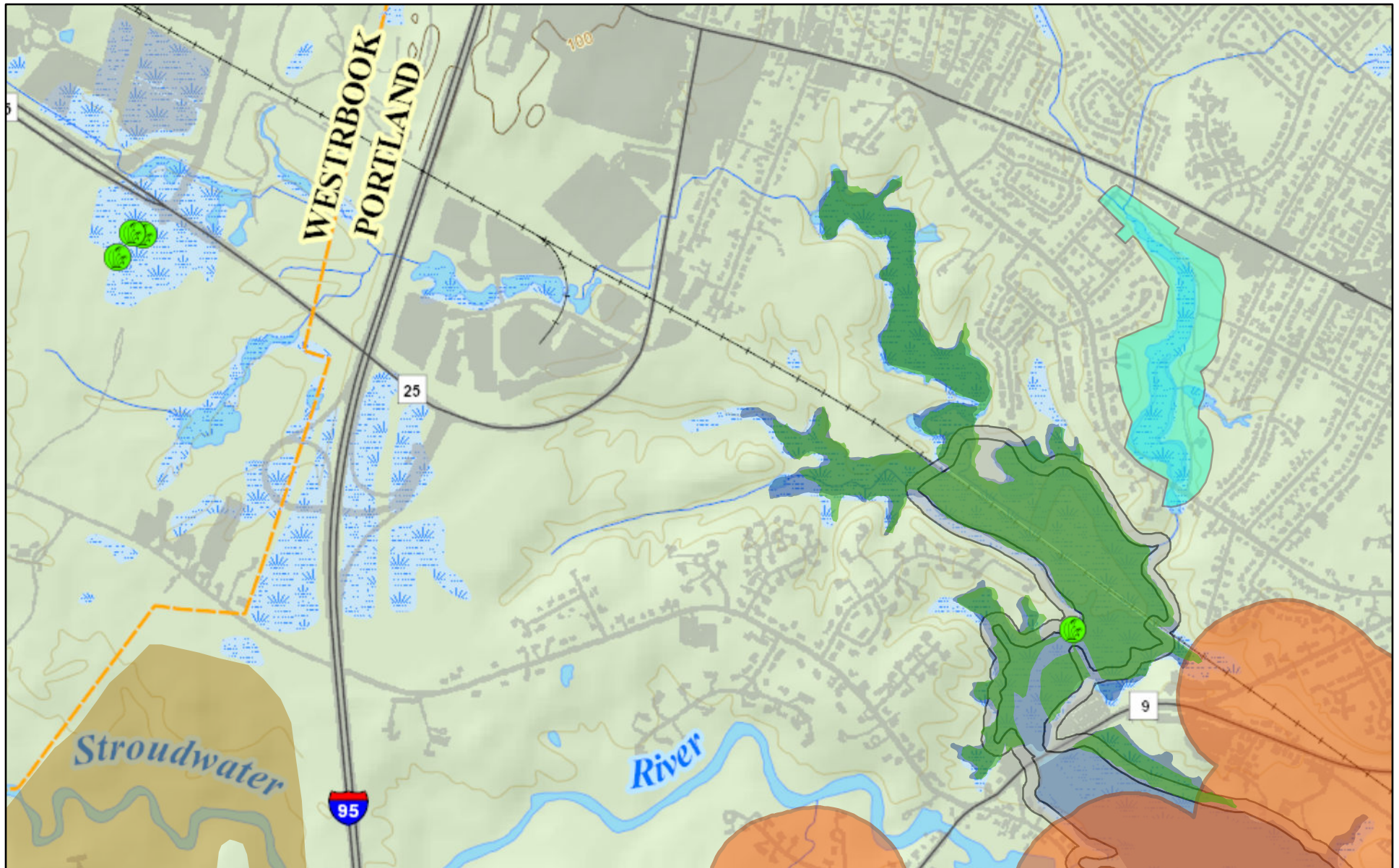
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City of Westbrook, Esri Canada, Esri, HERE, Garmin, INCREMENT P,

(c) The Nature Conservancy

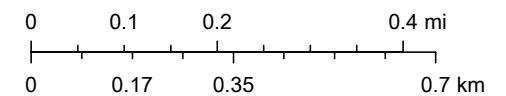
HCP-14 Rand Road Plant and Animal Habitats



April 8, 2020

-  Rare Plant Locations
-  Natural Communities
-  Shorebird Habitat
-  Deer Wintering Areas
-  ETSC Animal Habitat Buffers
-  Tidal Wading Bird and Waterfowl Habitat
-  Inland Wading Bird and Waterfowl Habitat

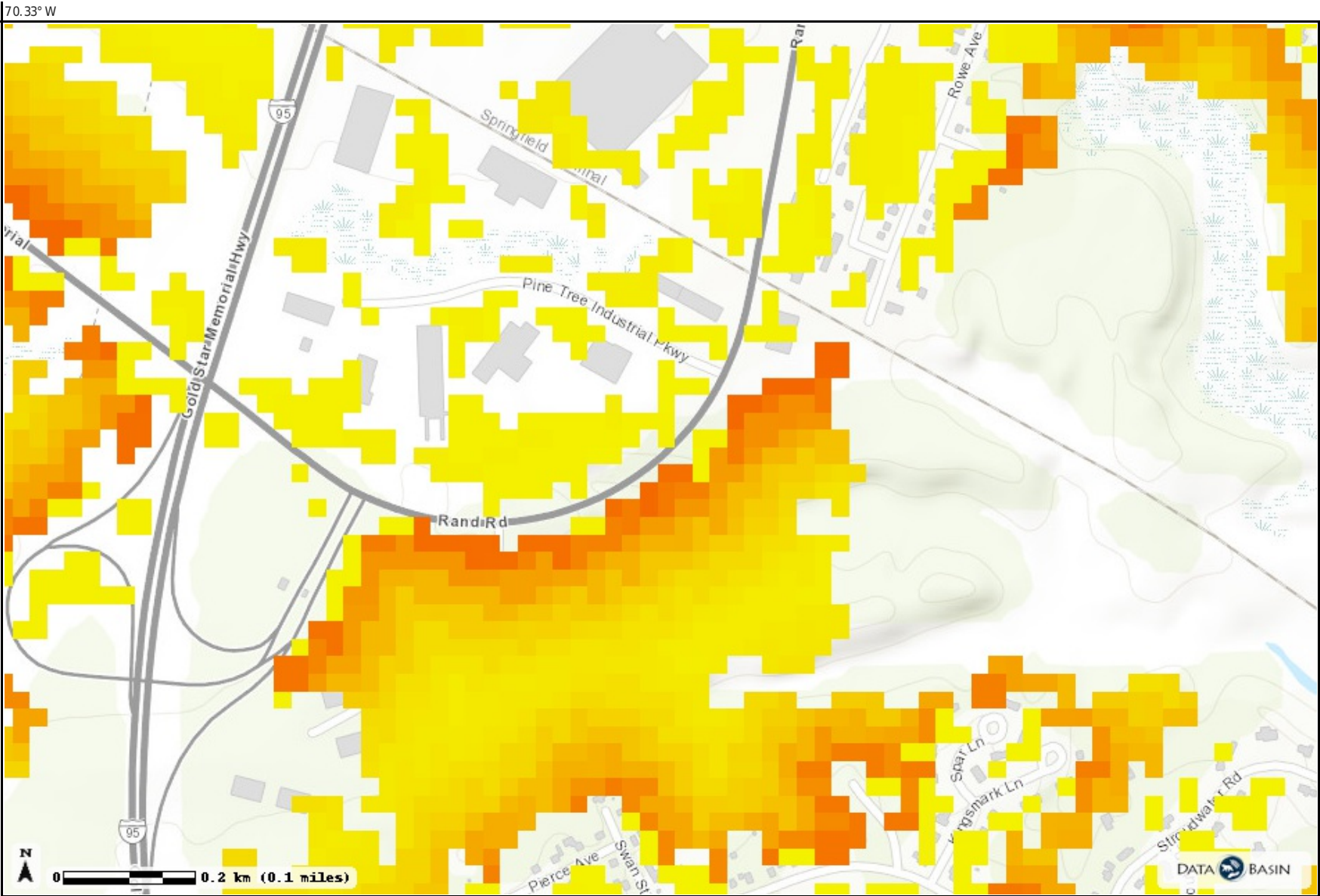
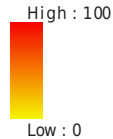
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This map is intended for planning purposes and should not be used for
Copyright 2016 Beginning With Habitat

Legend

Probability of Development, 2080, Version 3.1, Northeast U.S.



Map Details

Datasets

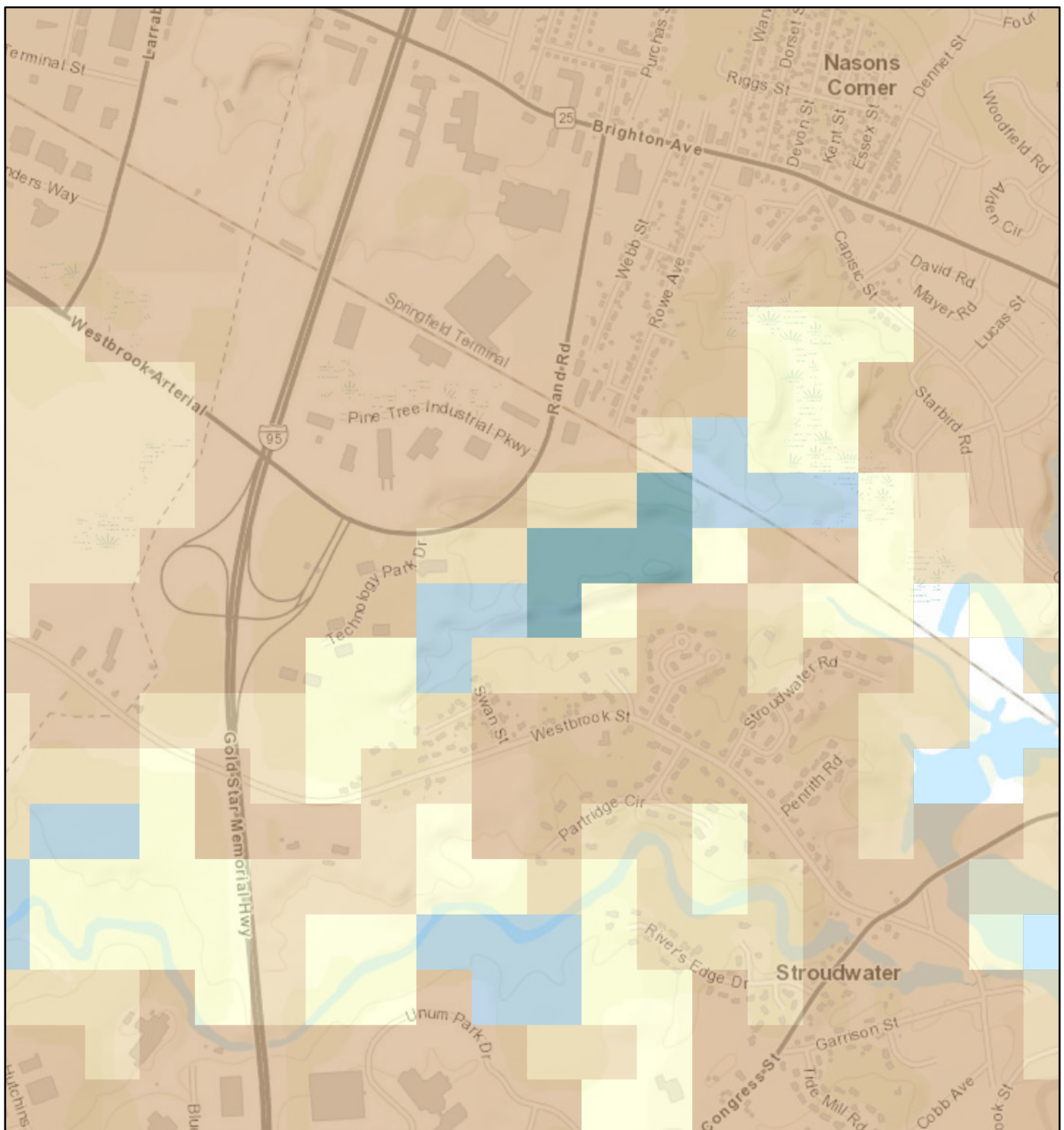


Probability of Development, 2080, Version 3.1, Northeast U.S.
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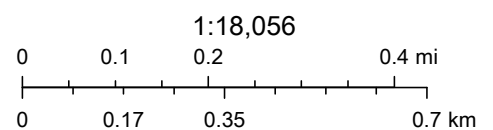
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- Probability of Development, 2080, Version 3.1, Northeast U.S.

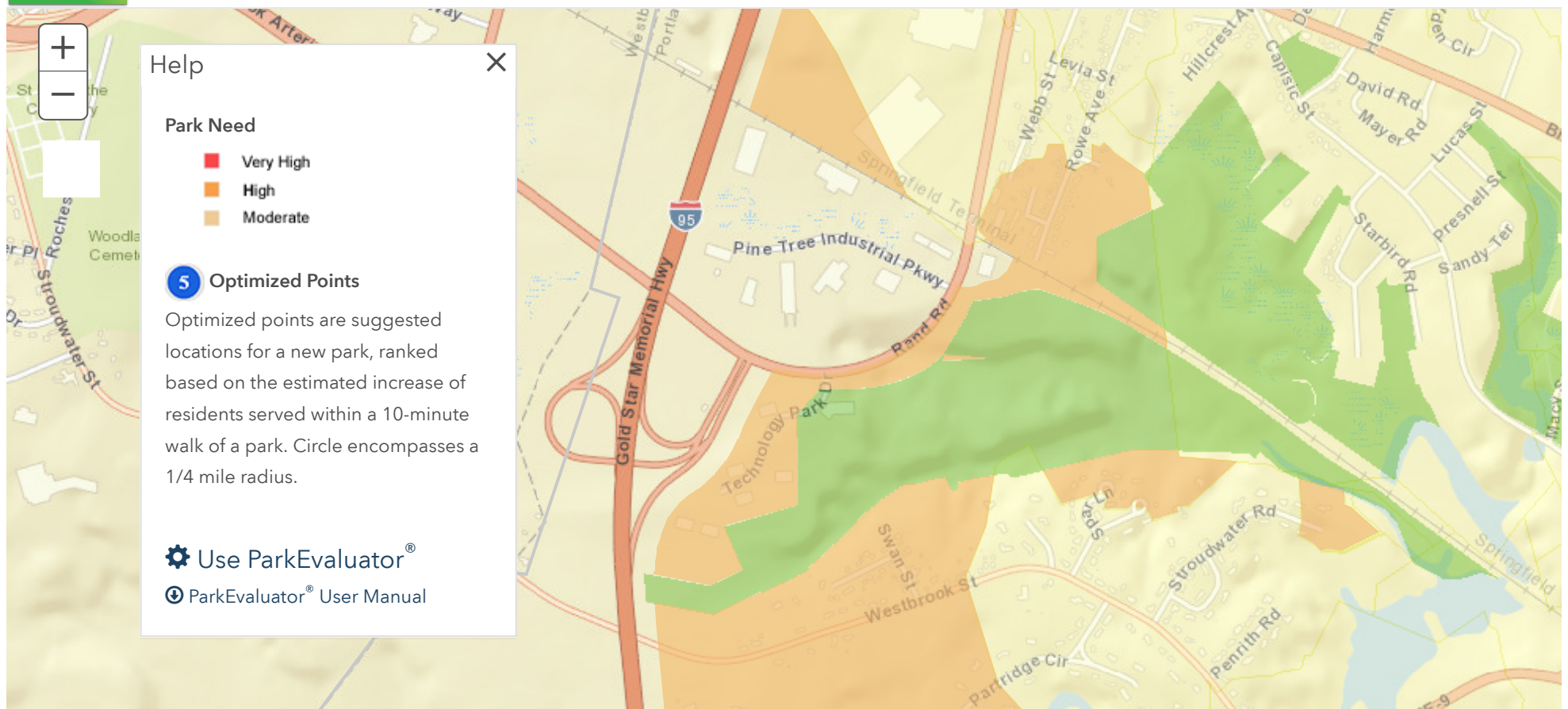
HCP-14 Rand Road Regional Flow - Regional Flows



April 8, 2020

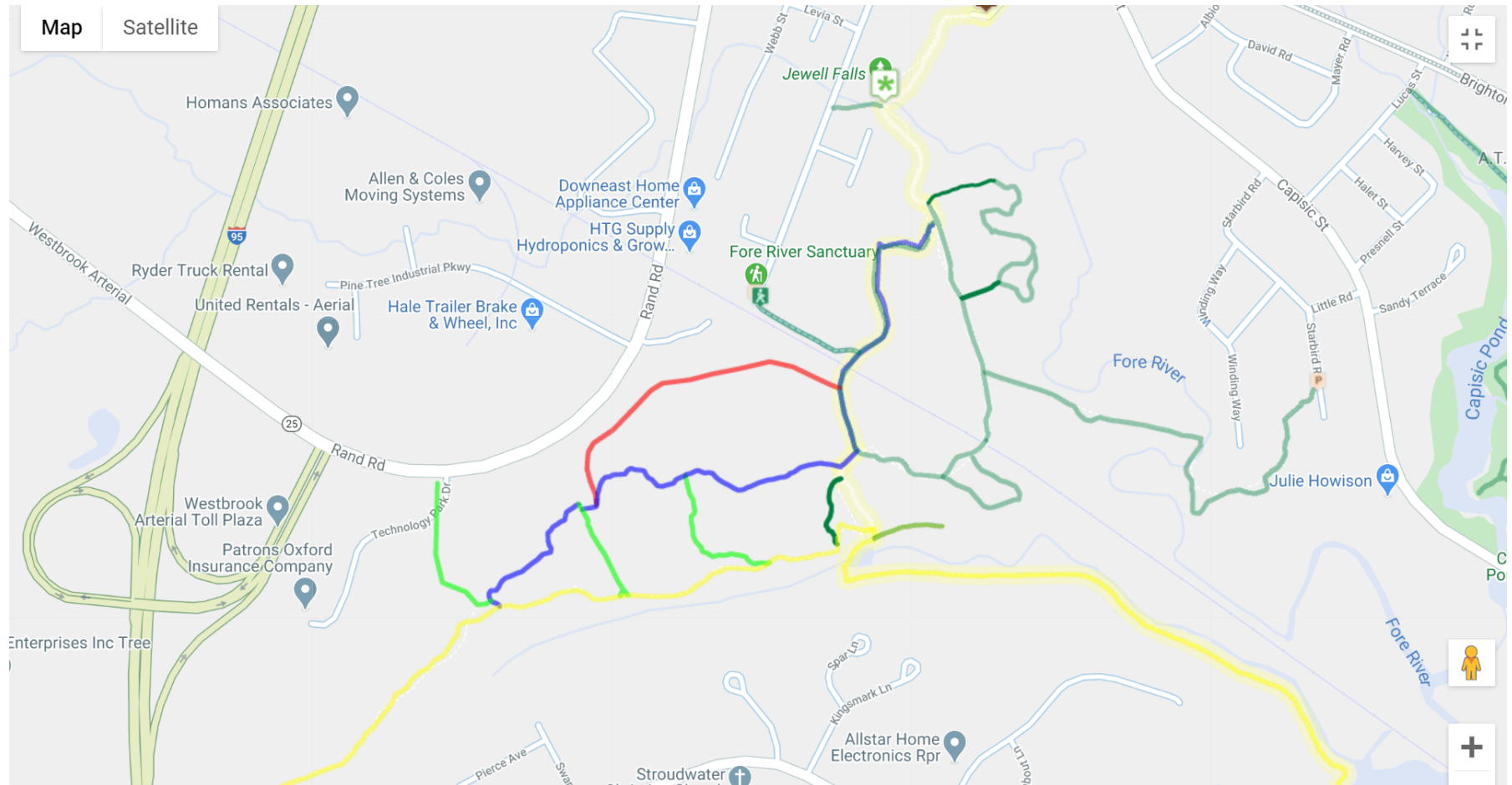


City of Westbrook, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, The Nature Conservancy



Are we missing a park in your community? Tell Us!

HCP-14 Rand Road Trails (PT)

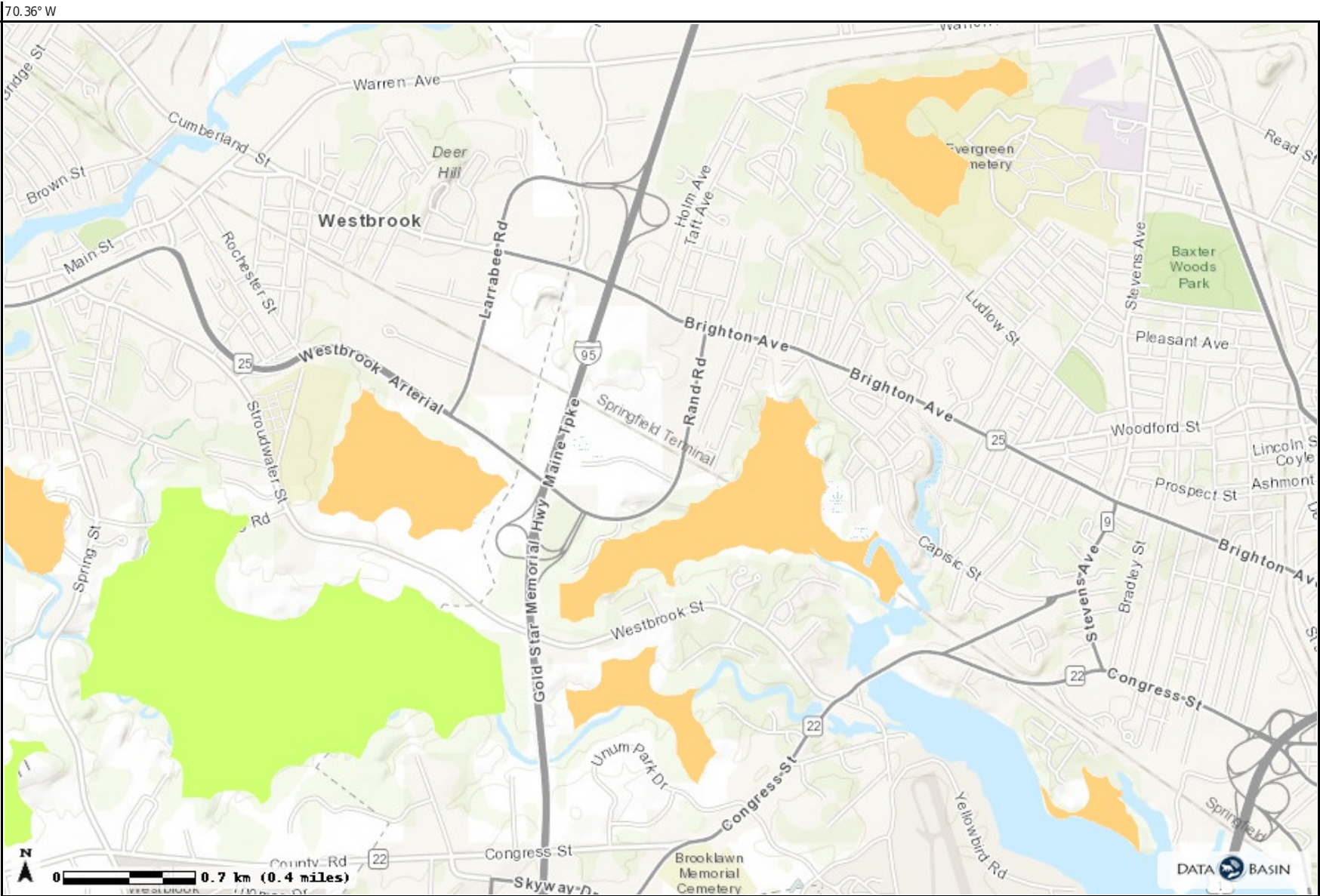


Legend

Maine Undeveloped, Roadless Blocks (2015)

Displaying: Acres

- 0 - 10
- 11 - 200
- 201 - 600
- 601 - 1200
- 1201 - 1000000



Map Details

Datasets



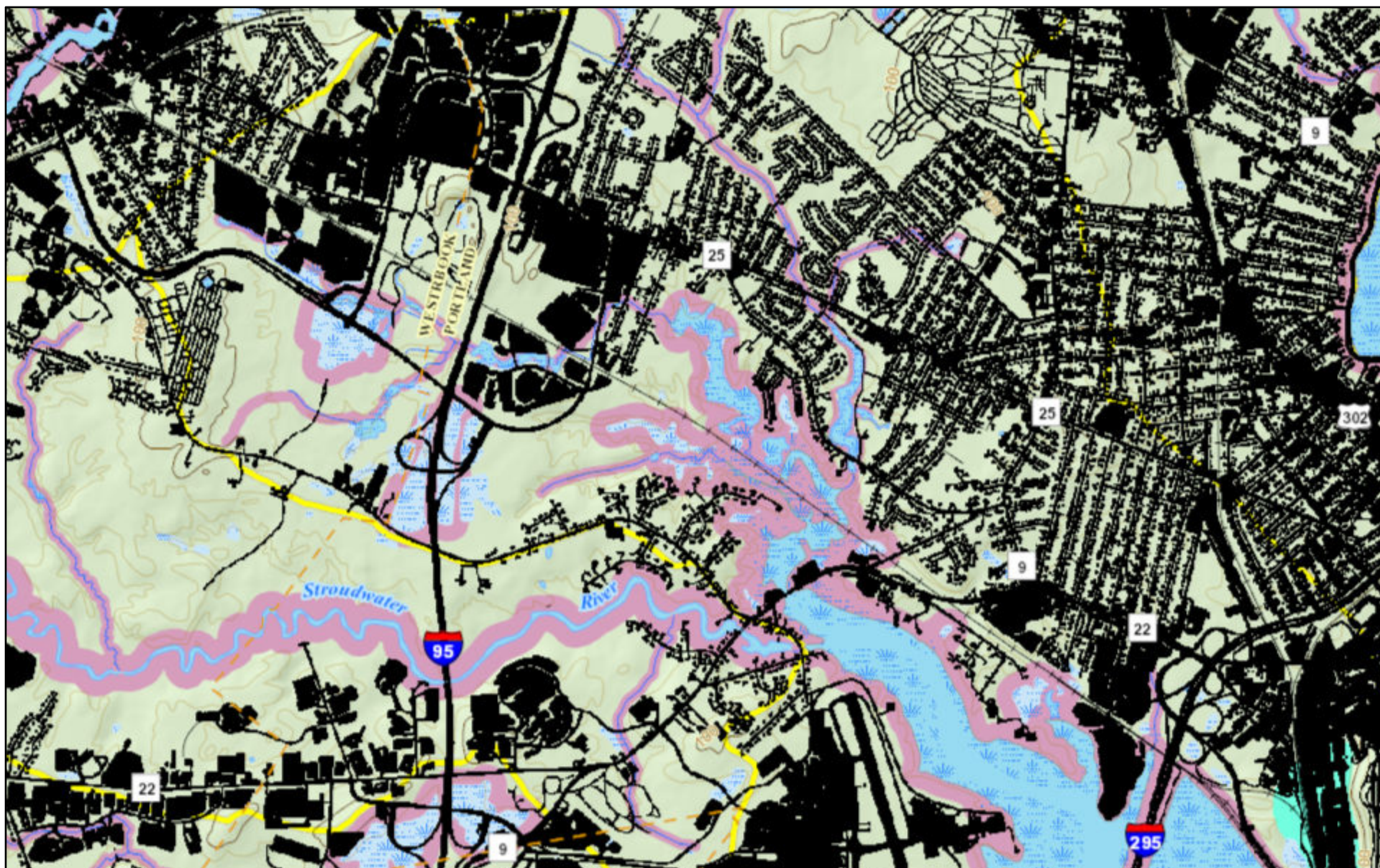
Maine Undeveloped, Roadless Blocks (2015)
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Credits: Layer assembly: Bill Hancock, Beginning with Habitat Program, Maine Department of Inland Fisheries and Wildlife. 207-287-5258. January 2015

Layers:

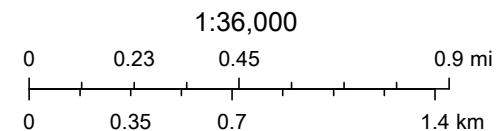
- Maine Undeveloped, Roadless Blocks (2015)

HCP-14 Rand Road Water Resources and Riparian Habitats



April 8, 2020

Watershed Divide (HUC 12)



Beginning With Habitat, State of Maine, Corson GIS Solutions

Beginning with Habitat
Beginning with Habitat 2015

CONTRACT FOR THE SALE OF REAL ESTATE

Date: **Monday, July 20, 2020**

RECEIVED OF: **City of Portland** whose mailing address is **389 Congress Street, Portland, ME 04101, Attn: Jon P. Jennings, City Manager** hereinafter called the Purchaser(s), the sum of **Two Thousand Five Hundred** Dollars (\$2,500.00) as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of **Portland**, County of **Cumberland**, State of Maine and located at **204 Rand Road** being the property owned by the Seller(s) at the above address, and described at said County's Registry of Deeds Book **17128**, Page **79** and further described as: **27.38 acres of vacant land** upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): **none**.
2. PURCHASE PRICE: The TOTAL purchase price being **Fifty Thousand** Dollars (**\$50,000.00**) to be paid as follows: **at closing**.
3. EARNEST MONEY/ACCEPTANCE: **Boulos Company** shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing, at which time said earnest money shall be credited toward the purchase price; this offer shall be valid until 5 days after the date set forth above **7/10/202** at **5:00 PM**; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and the parties shall execute all necessary papers on or before **12/31/2020**. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare the contract null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare the contract void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a **Quitclaim with Covenant deed**, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: N/A
8. PRORATIONS: The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Seller(s) shall pay its transfer tax as required by the State of Maine. Purchaser is exempt from paying transfer taxes.
9. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	☐	☐	Within <u> # </u> days	g. Lead Paint	☐	☐	Within <u> # </u> days
b. Sewage Disposal	☐	☐	Within <u> # </u> days	h. Pests	☐	☐	Within <u> # </u> days
c. Water Quality	☐	☐	Within <u> # </u> days	i. ADA	☐	☐	Within <u> # </u> days
d. Radon Air Quality	☐	☐	Within <u> # </u> days	j. Wetlands	☐	☐	Within <u> # </u> days
e. Radon Water Quality	☐	☐	Within <u> # </u> days	k. Environmental Scan	☒	☐	Within <u>120</u> days
f. Asbestos Air Quality	☐	☐	Within <u> # </u> days	l. Other: <u>survey</u>	☒	☐	Within <u>120</u> days

The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s)

does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: N/A
12. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Listing Licensee is acting as a **Seller's** agent in this transaction and is representing **the Seller(s)**.
13. .DEFAULT: If Purchaser(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller's sole remedy shall be to retain the earnest money as full and complete liquidated damages. In the event Seller fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Purchaser shall have the right to pursue all legal and equitable remedies available to it, including, without limitation, specific performance, but at all times may elect in substitution therefor, the right to a return of the earnest money. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the Purchaser under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Purchaser.
14. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
15. PRIOR STATEMENTS: Any verbal representations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.
16. HEIRS/ASSIGNS: This Contract is assignable YES ☒ NO ☐. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimilie copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimilied signatures are binding.
18. BINDING CONTRACT: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: N/A
20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), *if the property is, or has a component of, one to four residential dwelling units.*
21. OTHER: (a)The Buyer's obligations are subject to approval by the Portland City Council.
(b) Seller shall deliver a copy of the Standard Boundary Survey Maxfield Lot, Portland, Cumberland County, Maine 8/10/93, CMP file # 50-396, to Buyer within 15 days of the Effective Date of this contract.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

Purchaser

Date

Name/Title

Soc. Sec # or Tax I.D.

The Seller(s) accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services herein according to the Listing Agreement. The obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any

deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Broker and Seller(s), provided, however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, The Boulos Company shall be entitled to costs of collection, including reasonable attorneys' fees.

Signed this: _____ day of _____, _____. Effective date of Contract: _____, day of _____, _____

The Listing Licensee is **Jon Rizzo** of **Boulos Company** (Company).

The Selling Licensee is **N/A**



Seller

Nicole L. Grant, Director _____

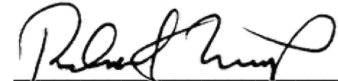
Name/Title

July 20, 2020 _____

Date

13-4200689 _____

Soc. Sec # or Tax I.D.



Seller

Robert D. Kump, Acting President _____

Name/Title

July 20, 2020 _____

Date

13-4200689 _____

Soc. Sec # or Tax I.D.

Offer reviewed and refused on _____, _____, _____, Seller

6/24/2020

Summary of Department Survey Responses regarding Land Bank Commission's interest in purchasing 204 Rand Road property from Avangrid:

Doug Roncarati of DPW: "The property is located at the headwaters of the Fore River and features a fair amount of wetlands and steep topography sloping down to the river. The most developable portion of the property is near Rand Road, but much of it could not be affordably developed given the site constraints. A popular portion of the Portland Trails Fore River Sanctuary trail network also runs through this property. Acquisition of this property would protect recreational open space and important water resources.

Bruce Hyman/Planning: Possible use for satellite parking and noted Portland Trails did some trail vision work with/for Rock Row and several trail segments are in close proximity to this parcel. Also noted that they are doing some byway planning/design on the north side of the Mtn Div RR line and this could play into connections to getting to Rock Row too.

In talking with Bruce this date, there are no funds for satellite parking now, just a vision for it due to proximity to the turnpike and having people park in these lots rather than take their cars into Downtown Portland and use public transportation instead. If the Mtn Div RR is turned into passenger rail (only one train a month uses it now), it would also need some parking. This rail line currently ends at Portland Transportation Center and connects with the Downeaster Line. Portland trails also has a concept of going through this property to continue onto the Rock Row area.

Ethan Hipple/Parks, Rec. & Facilities Dept.: No objection to purchase this property for open space and recreation purposes. He noted that the land is adjacent to the Fore River Preserve (owned by Portland Trails) and is also adjacent to other Land Bank properties near the Portland Tech Park. Purchasing this property using Land Bank funds will preserve the existing recreational trail uses on the property and serve as a valuable stormwater absorption asset as well.

Camille Alden/DPW: Notes there are several utilities that cross the property. Also believes Rand Road may be a limited access highway with a question mark, which could potentially omit or minimize access to the property from Rand Road, noting a guardrail runs along much of the property along Rand Road due to the steepness of the terrain. If it goes into the Land Bank, wide strips for sewer and utility lines would need to be excluded from Land Bank or easements created for maintenance purposes.

Mary Davis/HCD: Based on zoning restrictions (Office Park, Recreation Open Space, Resource Protection, and Stream Protection Zone), it is not suitable and does not allow for residential housing.

Summary: In summary, it appears there are possibly two uses for the property, for open space and trail purposes, as well as for parking. In addition, easements would need to be created for sewer and utilities that cross the property now. Also, regarding the "limited access highway", in

talking with Jon Giles and Camille Alden this date, this question should be asked of Avangrid/CMP to show the City that it has access rights to go into Rand Road via a deed or survey.