



Commission Members:

Chair Pat Bailey, Jayne Foley, Daniel Herzlinger, Jennifer Fox, Robert Foster, Jon Kachmar, Kara Wooldrik, Simon Rucker, Baxter Miatke, and City Counselor Anna Trevorrow

City of Portland **Land Bank Commission Agenda**

March 9, 2022

5:00 PM

On the second Wednesday of the month at 5:00 pm, the Portland Land Bank Commission will hold a meeting remotely using Zoom.

This meeting will be held remotely pursuant to the Remote Meeting Policy adopted by the Land Bank Commission and as authorized under 1 M.R.S. 403-B because of the existence of an emergency or urgent issue that requires the committee to meet by remote methods. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

Please use the link below to join the webinar:

<https://zoom.us/j/98497248698?pwd=QjJlOUdoaitxMHZsb1V4RzRZbE50QT09>

Passcode: LandB8nk!3

Or Telephone:

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

Webinar ID: 984 9724 8698

- I. Call to Order
- II. Citizen Comment Period
- III. Agenda Items
 - i. Acceptance of Meeting Minutes: Feb 9th, 2022
 - 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. Creating a High Priority Parcel Committee -HP Parcel 15 Review
 - b. Secretary's Report
 - c. Treasurer's Report
 - iii. Old Business
 - a. 165 Sheridan Site Plan- **Action Item**
 - iv. Communications and Parcel Updates
 - a. Parks Report
 - b. Land Bank Commission Report
 - c. Hale Parcel- City Council Outcome
 - d. Redlon Woods - Approval of Purchase Contract- **Action Item**
 - v. Commissioner requests for Agenda Items
- IV. Adjournment

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.



Commission Members:

Chair Pat Bailey, Jayne Foley, Daniel Herzlinger, Jennifer Fox, Robert Foster, Jon Kachmar, Kara Wooldrik, Simon Rucker, Baxter Miatke. **Staff:** Ethan Hipple, Doug Roncarati, Michael Goldmand and Samara Ray.

City of Portland
Land Bank Commission Minutes
February 9, 2022
5:00 PM

I. Call to Order - Pat called the meeting to order and George Reault put his hand up.

II. Citizen Comment Period

George was wondering if there would be public comment at the action items on the agenda. Ethan stated that the public comment at the beginning of an agenda's items and the chair can offer a comment period on action items. Micheal Goldman confirmed it is usual practice to allow public comment on action items.

George R. wanted to make it clear that in the Land Bank Ordinance it is their responsibility to balance development and conservation. To his knowledge he has not seen a Land Bank Report wrestle with this, he suggested he would keep a running tally of how many transactions have displaced housing opportunities. He thinks this would give an inventory of how this Commission has protected parcels since 1999. Conservation is important but we are in the middle of a housing crisis. Dig in to understand what is the impact of over 2 decades of Land Bank work.

Working for the acquisition and conservation of open space in the City. The Land Bank does not analyze development opportunities, a City evaluation is done and sometimes outside sources are used. It is up to city staff upon the LB recommendation along with the City council if the parcels are better used for housing or open space. There is a priority rating system. They are not in the business of analyzing properties for business potential. If we determine it should be concerned it does to the City and City council that everyone agrees with that.

III. Agenda Items

i. Acceptance of Meeting Minutes: January 12th 2022 Action Item

A motion was made to approve and the minutes were approved unanimously.

ii. Parcel Updates

a. HP-3 High priority parcel Kensington St (listed as Windsor Ter)*

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

Pat requested the old Land Bank parcel map to be put up, Doug said he has a better map. This was a high priority parcel that is right off the highway as you are heading towards Falmouth and it went up for sale 10 days ago. Pat stated it is challenging to work quickly in an aggressive housing market. This property was sold quickly and it is now off the market. Pat encouraged Commissioners to look at the list of High Priority parcels and compare with the parcel map so we can act quickly if anything changes with them.

Jumped to discuss the Hale Parcel.

b. Redlon Woods*

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

George wanted to comment and ask what parcels we are going into the executive session for? Pat said there are 5 parcels on Motley street and Berry parcels, the 5 parcels owned by Coastal oaks and the properties within the Land Bank.

A motion was made to go into executive session and all Commissioners voted in favor of that. Executive session began at 5:47pm and it ended at 6:04pm.

iii. New Business

a. Secretary's Report - Simon wanted to mention the Bayside Garden. The garden is on leased land and they were looking to see if it could be City owned land. The Trust for Public Land does not want to move forward with it. Simon will circle back and tell them that TLP and the City of Portland are not interested in working on this right now. If anyone has any other ideas please let him know. At the last meeting there was talk about updating maps for the Annual Report next year. Doug is on board with this, a lot of the mapping needs a lot of updates. Dan will take the lead and Public Works will help with updates on the map. Doug discussed how Public Works has assisted with the Land Bank mapping in the past. Pat noted that this is an extensive project that catalogs who own the properties so we can start communication with them about these parcels. Then the commission can make a commitment to keeping the land as open space. There are a few parcels that are privately owned and in the Land Bank, some of those are owned by Portland Water District and some of them have active Portland Trails on them or Riverton Rail Trail, if the land owner is willing they can fall into the Land Bank.

b. Treasurer's Report

Baxter noted that the total available matched what he has. Approved funds in Sept for North Deering Park Project to keep noted that these funds are approved and this is not reflected on the Parks Department. There are items from years back that do not have information attached to them. Could Pat go through and identify what these parcels are? She said this has already been done and there are old spreadsheets that have property expenditures.

iv. Communications and additional Parcel Updates

a. Parks Report-

Ethan wanted to highlight Dougherty Field. This playground has been very run down. This playground renovation has been delayed for many years. The playground will be going in this spring and summer and there is workforce housing that will also be going up in the area as well.

b. Parks Commission Report

There is an effort to strengthen the tree ordinance by the group called the Portland Protectors. 165 Sheridan Street proposed development that will require permissions to put soil nails under Fort Sumner, there are discussions about license agreements and the Parks Commission, there are currently 2 openings on the parks commission. The Green Space Gathering may focus on tree canopy enhancement as a focus of the Green Space gathering. Baxter brought the Land Bank Annual Report to the City Council and Ethan shared he did a great job.

c. Hale Parcel- Action Item*

***Vote to recommend that the City Council approve the purchase and sale agreement to acquire property adjacent to the Riverton Trolley Park (834 Riverside Street) and to recommend that the Council designate such parcels as Land Bank property interests.**

The purchase and sale agreement has been drafted and we need a formal vote to bring this to Council. The owner of the parcel is Hale, the property is adjacent to the Riverton Trolley Park. Alagash has sent a commitment letter that will go along with the P and S agreement if approved by the Land Bank tonight. It is scheduled to go to the City Council on 2/28 for the first reading and 3/7 for the second reading. There is a housing community that is close to the Riverton Park and the Portland Housing Authority has submitted plans to the City of Portland to redevelop and renovate and add 40 affordable units and there is the grant program for recreational improvements to the Riverton Trolley Park.

Pat requested that someone make a motion to vote to approve the Purchase and Sale agreement and recommend that the Council approves it in conjunction with the donation from Alagash. Simon made a motion to bring the Purchase and Sale agreement to the City Council, Jon seconded. Michael reminded that there should be public comment. George R commented that he wished that all Land Bank Commission urged the City Council to examine this property for development. Maybe they would like something other than conservation land. It was meant to be a residential subdivision. Alagash is helping purchase the property but he is not sure if they care if it is developed or kept as open space. Hope that they can make it clear that it does not have to be open space. Jon said that the city did review this property for development in November of 2020. The recommendation was to move forward with the Land Bank and keep it as open space. The idea is to make it part of Riverton Trolley Park.

A roll call vote was performed with all members voting in favor of the motion
Motion passed unanimously.

d. 165 Sheridan Street Site Plan

Dan and Baxter reviewed the plans from the public website. Kara pointed out a concern. The developer approached the parks department some time ago. Same property where they wanted to build above the park and the view shed was protected. This plan is to build a building into the hillside and retain pilings into their own property or lateral soil nails into our property. They brought a site plan to us the Land Bank would have to review and approve as it would be subterranean encroachment. The developer knows the steps, Parks staff are not in favor of it. It was presented to the Parks Commission at the Feb meeting. Concerns are that there may be future maintenance. Pat advised that Dan and Baxter continue to review the issues.

In March the Parks Commission will vote on their advisory opinion. In the past dispositions on city land determinations from the land bank were seen as final. Doug said that The City could require a geotechnical engineer at the expense of the applicant. The Parks Commission is

concerned that there is no proposed fee or compensation or good faith effort to recognize that. They did not want to create a public nuisance by putting in pilings.

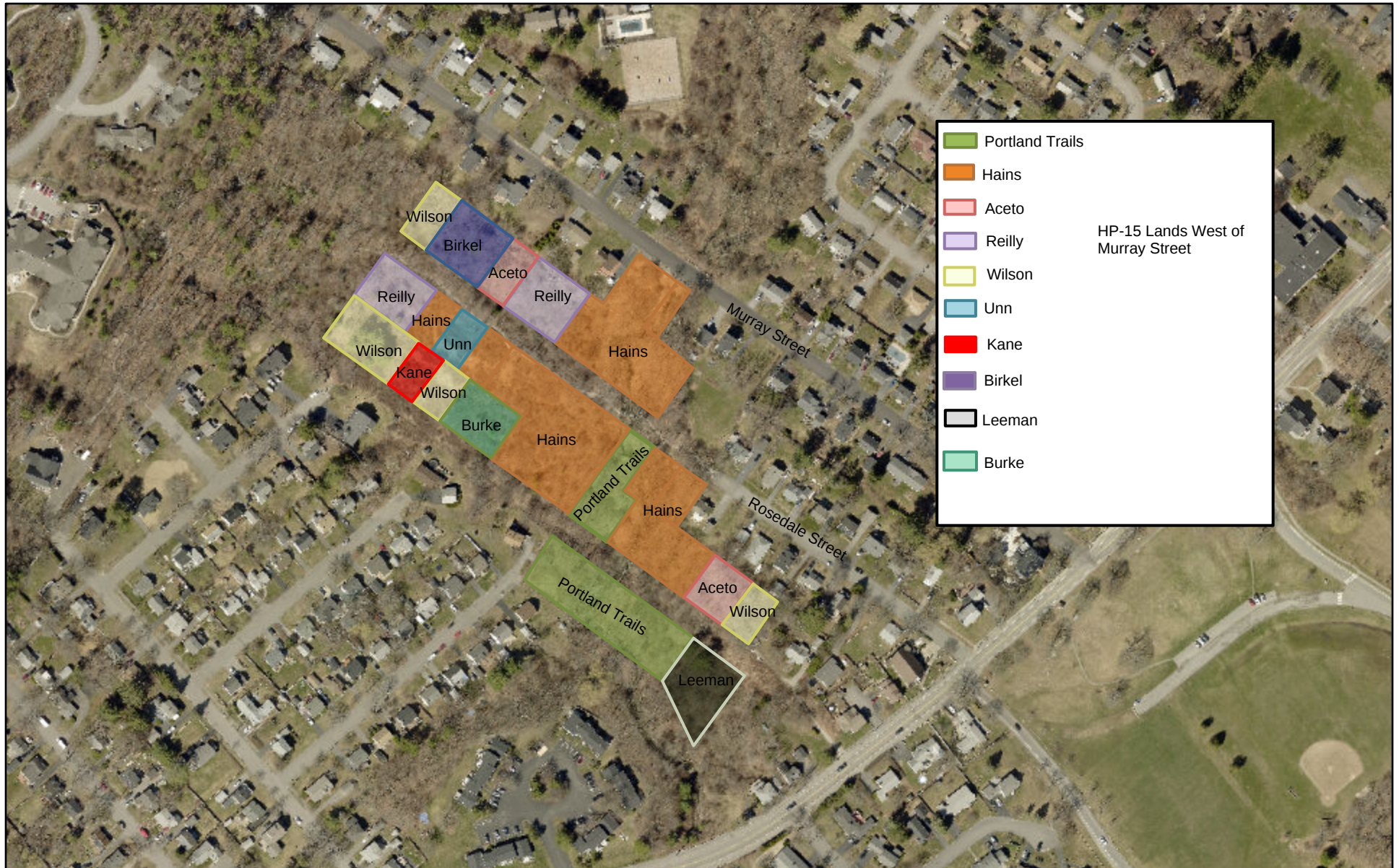
v. Commissioner requests for Agenda Items

Simon requested a reminder to be sent around a week before for agenda requests. Samara said she can email the Commission before each Month's agenda is made to get input from Commissioners.

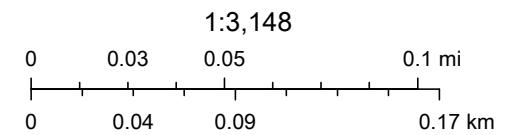
IV. Adjournment

Pat adjourned the meeting.

ArcGIS Web Map



2/25/2022, 5:04:59 PM



City of Portland, DPS

Sumner Heights Realty
8 Doaks Lane
Marblehead, MA 01945

March 1, 2022

Commissioners
c/o Ms. Pat Bailey, Chair
Land Bank Commission
City of Portland, Maine
389 Congress Street
Portland, ME 04101

Dear Chair Bailey,

This letter to formally thank you and the Commissioners for considering a proposal from Sumner Heights Realty that has already been reviewed by the Planning Board and the Parks Commission. Ms. Ray will provide all the supporting technical documents to you, to help you deliberate during your meeting of March 9, 2022.

My technical team will attend the meeting to answer any questions you may have, but in plain English, the proposal is simple. The construction project at 155 Sheridan Street is fully permitted and will move forward, with one of two earth stabilization techniques. We would much rather use the technique that causes the least disruption to our Munjoy Hill neighbors. Here is a video that describes the choice in very simple terms: <https://youtu.be/bbpqLR1t0F4>

Here is a recent newspaper article: <https://portlandphoenix.me/condo-project-seeks-portlands-ok-to-encroach-beneath-munjoy-hill-park/>

Councilor Trevorrow and City Staff have been very professional in helping Sumner Heights Realty navigate the review process. After the Land Bank Commission reviews the proposal, it is our understanding that it would then go to the City Council for their review. Thank you very much for your time, and for the Commissioners' service to the City of Portland.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bernie Saulnier', with a long horizontal line extending to the right.

Bernie Saulnier
Senior Project Manager

cc: Mr. Ethan Hipple

155 Sheridan Street Portland, ME

Project Description

The applicant is moving forward with construction of the approved project. Throughout the development of the construction documents, the applicant has also been exploring the available options for stabilizing the existing soils. Two of the stabilization options analyzed were deemed the most feasible. Option 1 consists of installing a lag and pile retaining wall. Option 2 consists of installing a soil nail retaining wall.

Option 1 has the advantage of being constructed without encroachment of the retaining wall system onto the City of Portland property. Some of the disadvantages include: a longer installation period (when compared to Option 2); loud and repetitive noise impacts associated with the pile driving activity; and potential vibration disturbance associated with the pile driving.

Some of the advantages of Option 2 include: a reduced installation period (when compared to Option 1) and significantly less disturbance to the neighborhood due noise or vibration. The disadvantage for Option 2 is that the installation of soil nails will require permanent subsurface encroachment on City of Portland property.

The applicant has opted to pursue Option 2 (Soil nail retaining wall). As such, this Amended Site Plan application depicts the extent of a proposed License Agreement area on City of Portland property.

Fact Sheet

	Pile Driving	Soil Nails
Noise / Vibration	One of the loudest construction activities Rhythmic steel hammering Vibration felt in neighborhood	Horizontal drill rig No vibration
Duration	12-14 weeks	8-10 weeks
Earth Stabilization	Stabilizes earth at wall	Stabilizes earth at wall Reinforces earth at soil nails
Neighborhood Traffic	Truck deliveries (large steel beams & planking) Crane for lifting steel Conventional site equipment	Conventional site equipment
Temporarily Disrupts Park Use	YES	NO
Affects Future Park Use or Improvements	NO	NO

DECIBEL - dB(A)

EQUIPMENT

Double protection
recommended
above 105 dB(A)

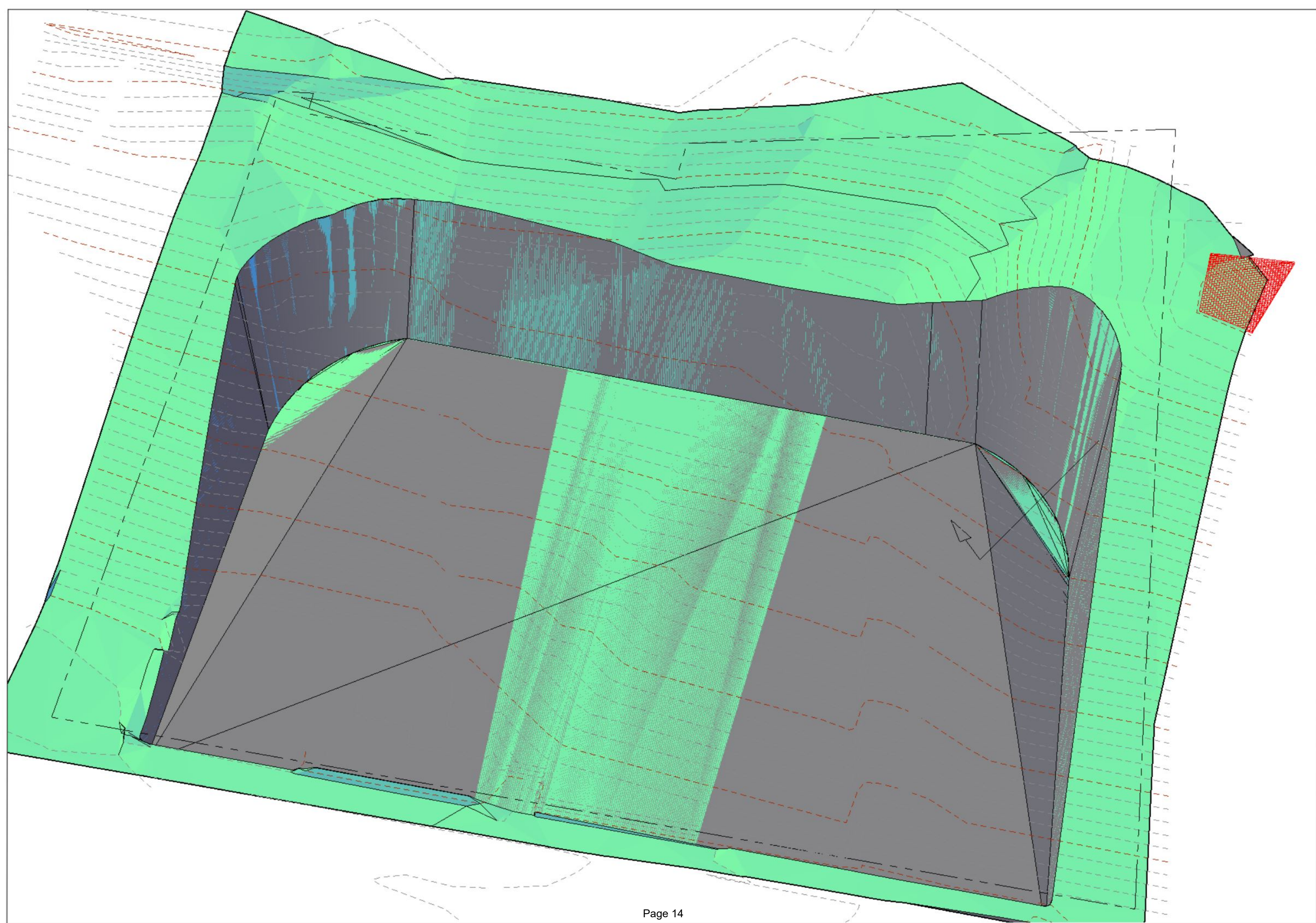
Hearing protection
recommended
above 85 dB(A)

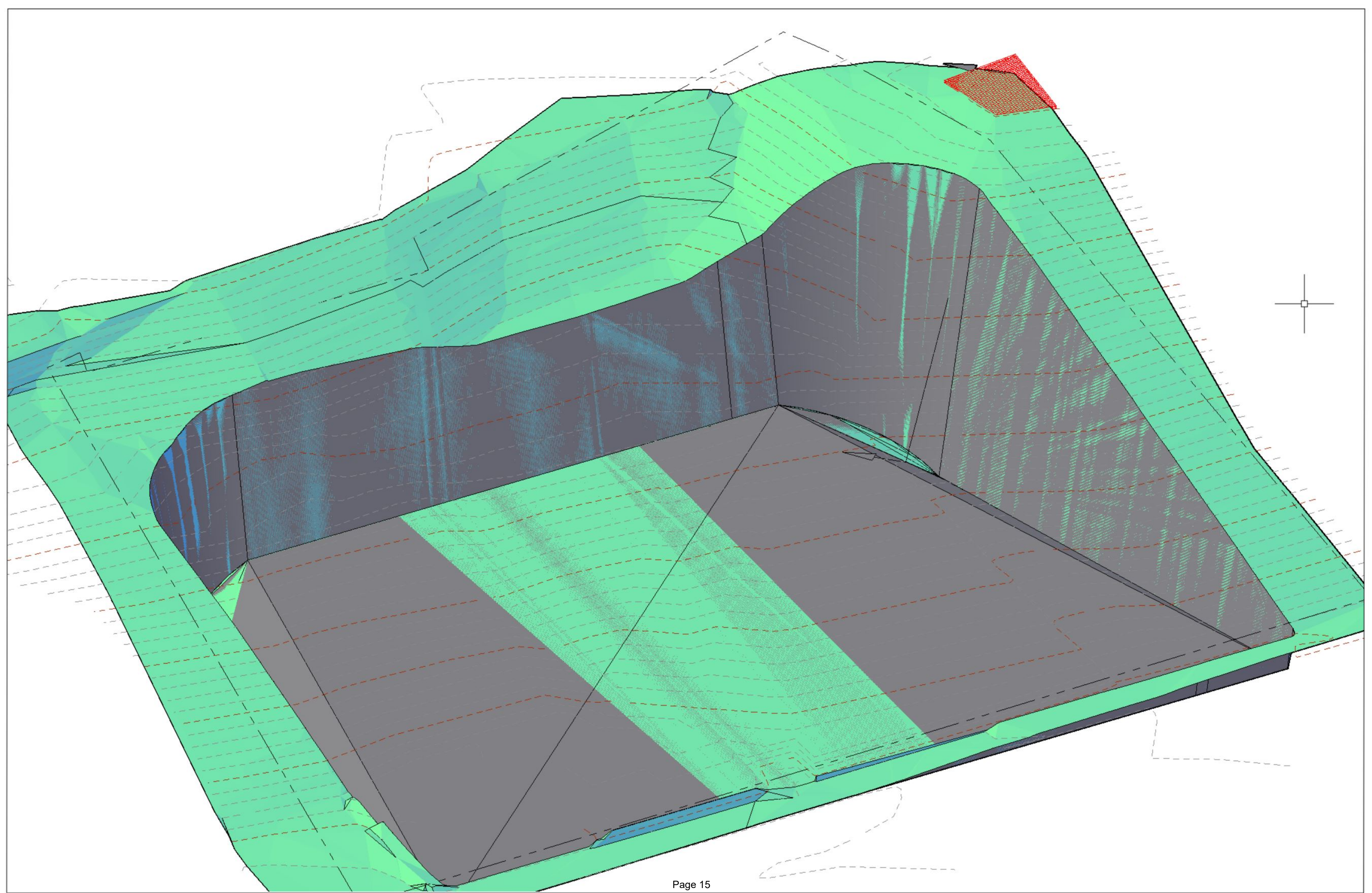
112	Pile driver
110	Air arcing gouging
108	Impact wrench
107	Bulldozer - no muffle
102-104	Air grinder
102	Crane - uninsulated cab
101-103	Bulldozer - no cab
97	Chipping concrete
96	Circular saw and hammering
96	Jack hammer
96	Quick-cut saw
95	Masonry saw
94	Compactor - no cab
90	Crane - insulated cab
87	Loader/backhoe - insulated cab
86	Grinder
85-90	Welding machine
85	Bulldozer - insulated cab
60-70	Speaking voice

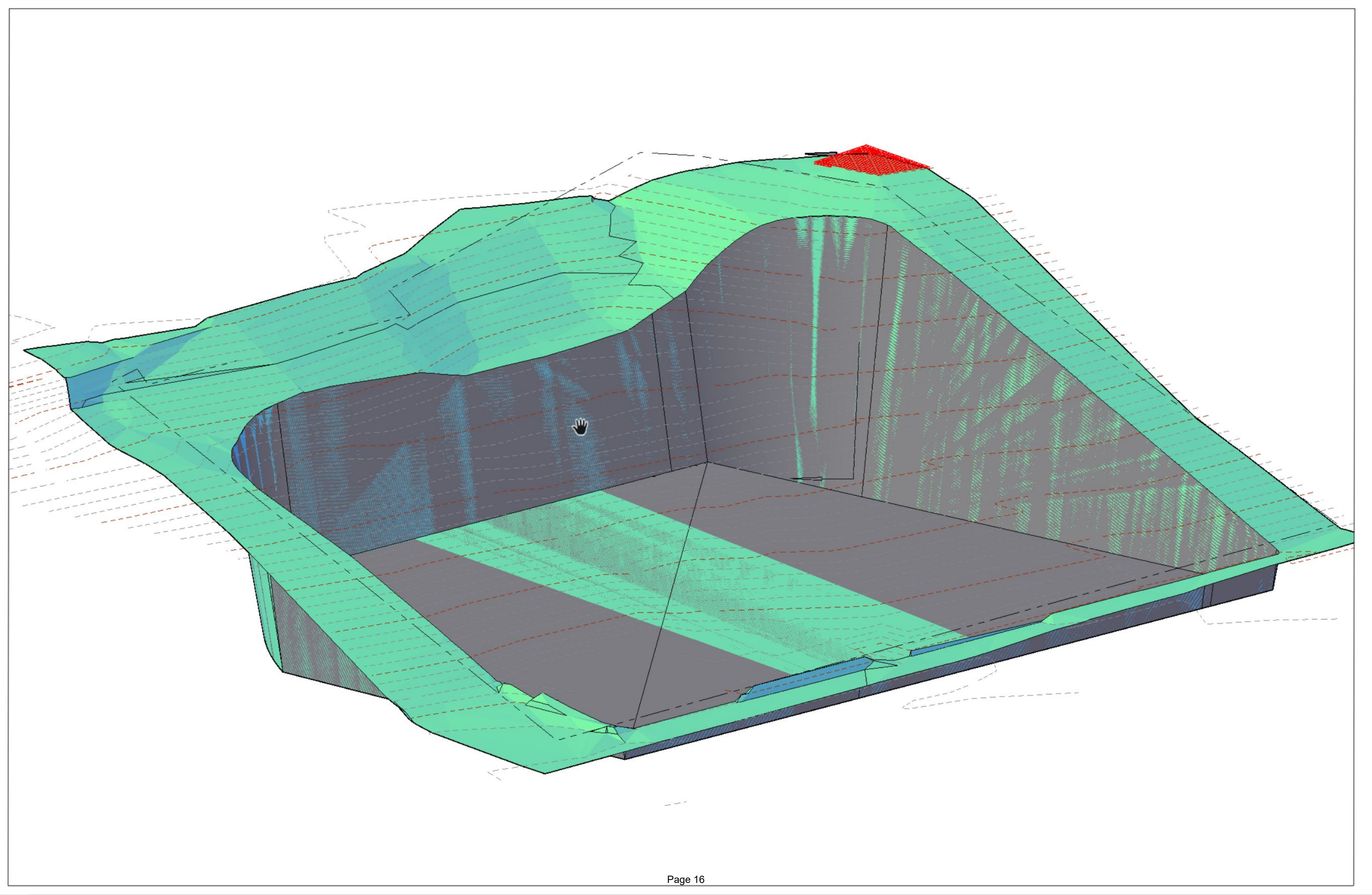
Table 1: Some typical noise levels found on construction sites

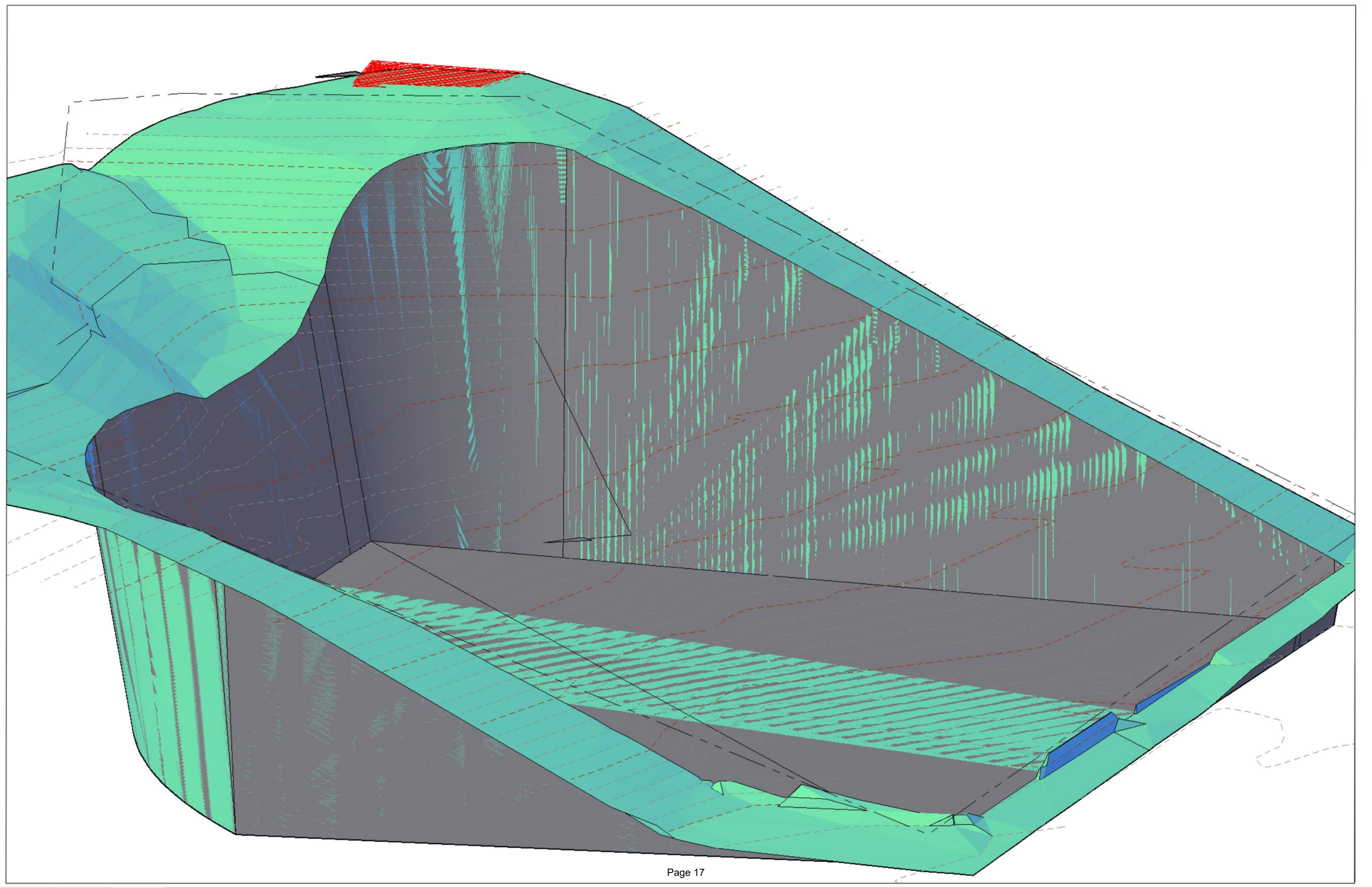


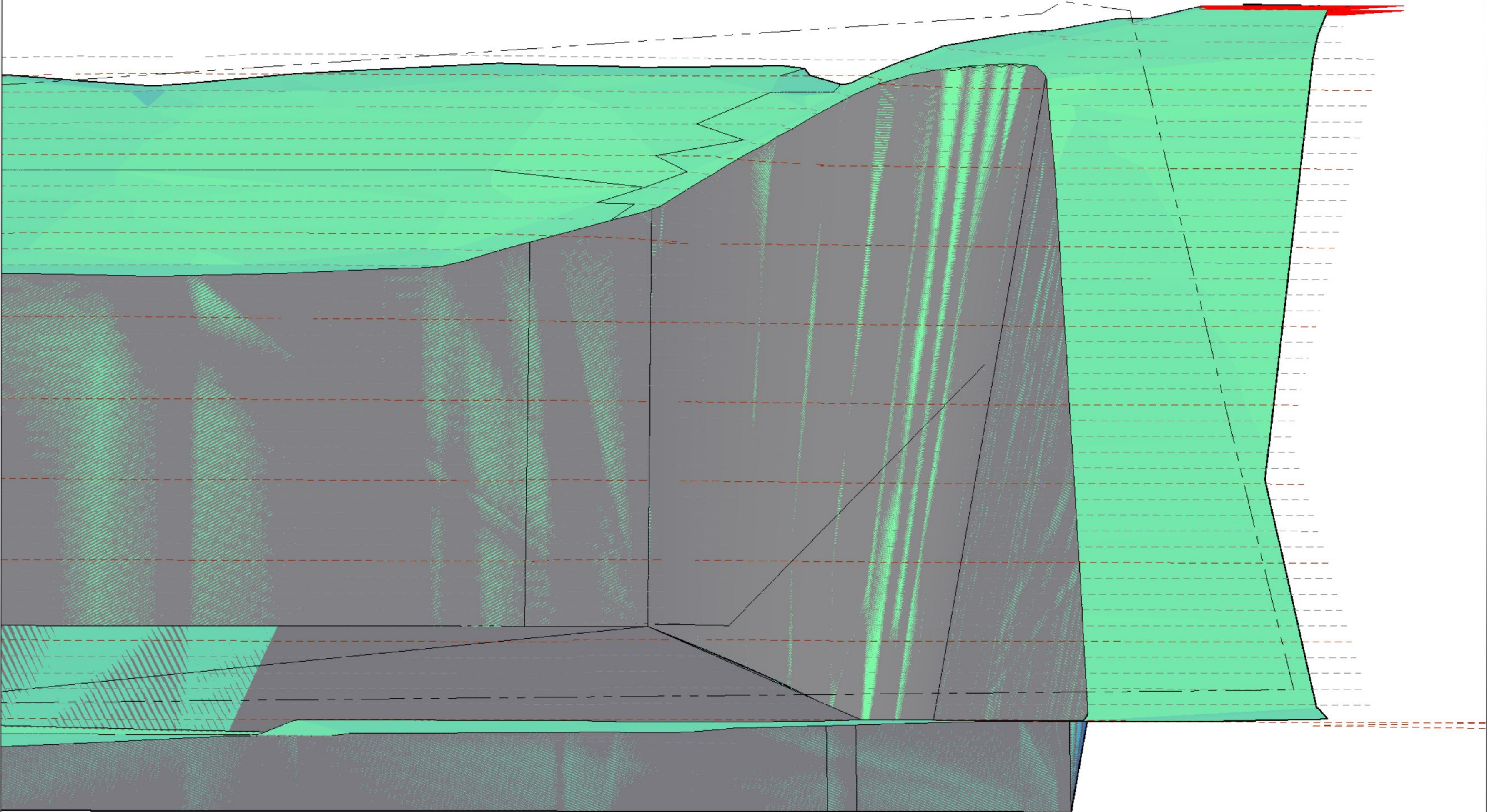


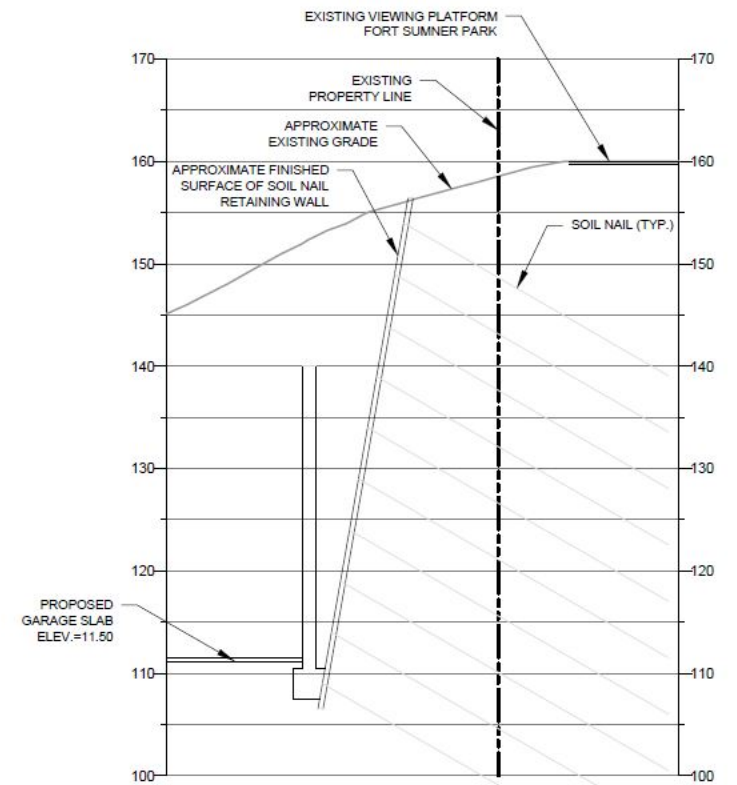




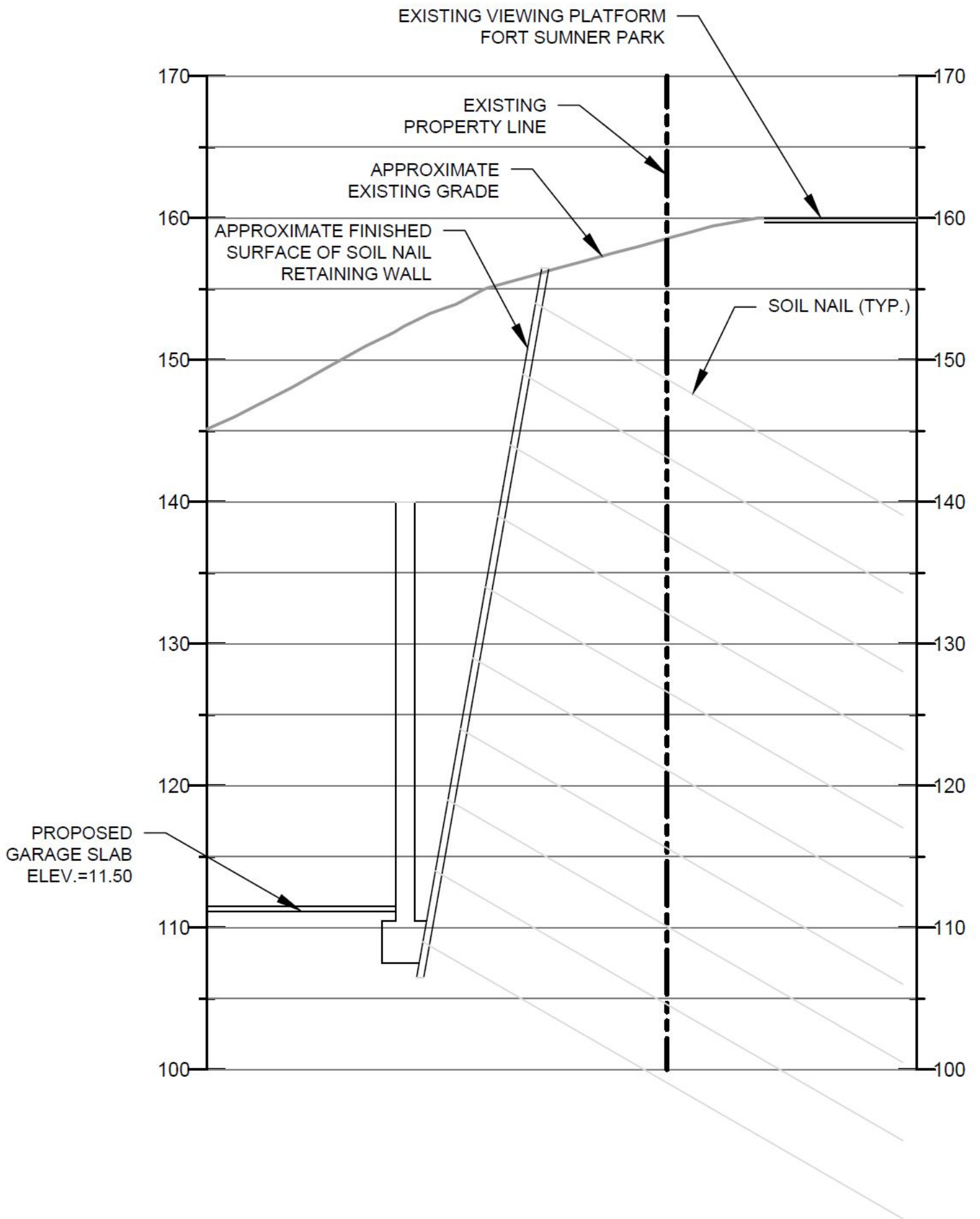








SECTION A-A



SECTION A-A

REVOCABLE ENCROACHMENT LICENSE

This Revocable Encroachment License (hereinafter “License”) is made and entered into by and between the City of Portland (hereinafter, "City"), a Maine body corporate and politic, with a mailing address of 389 Congress Street, Portland, Maine 04101 and Redstone Realty, LLC, a Maine limited liability company with a mailing address of 8 Doaks Lane, Marblehead, MA (hereinafter, "Licensee"), owner of the real property located at 155 Sheridan Street, Portland, Maine (“Property”)

RECITALS

WHEREAS, Licensee is the owner of the Property, which is more particularly described in the legal description attached as Exhibit A, hereto; and

WHEREAS, Licensee desires to construct/place and maintain certain improvements consisting of soil nails (the “Encroachment”) which will encroach into/over real property owned by the City, as depicted on the plan entitled Amended Site Plan for 155 Sheridan Street, Portland, ME, by Terradyn Consultants, LLC dated December 28, 2021, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the “Plan”); and

WHEREAS, the area occupied by said Encroachment is referred to herein as the “Licensed Area” and is shown on the Plan as “Proposed Limits of License Agreement with the City of Portland;” and

WHEREAS, the City will allow the Encroachment to encroach into the Licensed Area under the terms and conditions set forth in this License.

NOW, THEREFORE, the City and Licensee agree as follows:

1. Licensee is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to install and maintain the Encroachment over the Licensed Area as shown on the Plan.
2. Licensee is hereby permitted to occupy the Licensed Area only for the purpose of carrying out the installation and maintenance of the Encroachment pursuant to the terms of this License and in accordance with the Plan. Such work shall not substantially interfere with the City’s use and maintenance of the Licensed Area.
3. All work performed upon and use of the Licensed Area for the purposes set forth herein shall be at Licensee’s sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City’s property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property effected by work conducted by Licensee under this License to substantially the same condition that it was in prior to such work or as close to that

condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of Licensee's contractors, of the City's property as described above during the term of the License. The Licensee's obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this License.

4. Licensee shall be responsible for the proper maintenance of the Encroachment. In the event of damage to the Encroachment and/or the Licensed Area, Licensee shall promptly repair/restore the same. Prior to such repair/restoration, Licensee shall notify the City (in writing and by telephone) at least forty-eight hours before it plans to conduct such repair or restoration and shall work with City staff on the closure, if needed, of any City streets in the vicinity of the property in order to conduct such repair/restoration.
5. Upon prior written notice to Licensee, except in the case of an emergency, Licensee agrees that City may enter and utilize the Licensed Area at any time for the purpose of installing, repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public or for any other public purpose. City shall bear no responsibility or liability for any damage or disruption or other adverse consequences resulting from the Encroachment installed by Licensee, but City will make reasonable efforts to minimize such damage. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made costlier by virtue of the construction, maintenance or existence of the Encroachment and use, Licensee shall pay to City an amount equal to such additional cost as reasonably determined by the Director of Public Works or said Director's duly authorized representatives.
6. Licensee agrees, binds and obligates itself, its successors and assigns to procure and maintain throughout the term of this License comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000) (or the amount stated in the Maine Tort Claims Act, as may be amended from time to time) per occurrence for bodily injury, death, or property damage covering its activities hereunder and naming the City as an additional insured thereon. In addition, Licensee shall provide evidence of Workers' Compensation insurance in the statutory amount to the extent it may be required by law. Certificates evidencing such policies shall be delivered to the City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal. All insurance coverage required herein shall include coverage of all Licensees' contractors and subcontractors.
7. Licensee, by execution of this License, hereby agrees to assume and hereby does assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Licensee's exercise of the rights granted by this License, and does hereby forever waive, release, relinquish, remise, indemnify and discharge the City, its agents, employees, successors and assigns from and against any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims,

actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the vicinity of the area covered by this License, arising out of the presence in and use by the Licensee of the area covered by this License.

8. This License is assignable to any subsequent owners of the property depicted on the Plan, and in the event of such assignment, Licensee shall notify the City of such assignment no fewer than 10 days prior to the effective date of such assignment.
9. This License, and all of the rights and obligations herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
10. The City may revoke this License six (6) months after receipt by the Licensee of written notice that an Event of Revocation (as defined below) has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after Licensee's receipt of such notice, except as set forth in subsection (d) below. "Event of Revocation" shall mean:
 - a) Licensee's non-compliance with any of the terms of this Agreement;
 - b) the building shown on the Plan fails to be constructed substantially in accordance with the Plan or any amendments thereto;
 - c) the building as shown on the Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or
 - d) failure to maintain insurance as required under Section 6 above, and such failure is not remedied within thirty (30) days after written notice thereof.
11. Any notice of an Event of Revocation delivered pursuant to Section 10 of this License must be sent by certified mail, return receipt requested to the Licensee at the address first set forth above, or at such other address as the Licensee may provide to the City in writing from time to time.
12. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered to Licensee, any mortgagee of Licensee's property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 10 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this License to be executed by Brendan O'Connell, its Finance Director thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

REDSTONE REALTY, LLC

By: Brendan O'Connell
Its Finance Director

By: _____
Its _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 2022

Then personally appeared the above-named Brendan O'Connell, Finance Director of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

_____, 2022

Then personally appeared the above-named _____, Manager/Member of Redstone Realty LLC, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me,

Attorney-at-Law/Notary Public

EXHIBIT A

(Legal Description of Licensee's Property)

A certain License Area situated on the northeasterly sideline of Sheridan Street, so called, in the City of Portland, County of Cumberland, State of Maine, and being shown as "Proposed Limits of License Agreement with the City of Portland" on a plan titled "Amended Site Plan" prepared for Redstone Realty, LLC by Terradyn Consultants, LLC, Project No. 2131, and being and being more particularly described as follows:

Commencing at a point at the northwesterly corner of the land now or formerly of City of Portland (Book 683, Page 478 & Book 573, Page 81) on the northeasterly sideline of Sheridan Street, said point bearing on a course of N 47°47'13" E, 20.44 feet from a railroad spike in the center of the road as shown on a plan titled "Plan of Existing Conditions" prepared for Vazza Real Estate Group, BD Sheridan, LLC by Titcomb Associates, File No. 9819, dated March 4, 2016;

Thence N 47°47'13" E along the land of said City of Portland a distance of 10.00 feet to a point and the true **Point of Beginning**;

Thence S 42°12'47" E through land of said City of Portland a distance of 3.00 feet to a point;

Thence N 47°47'13" E through land of said City of Portland a distance of 41.00 feet to a point;

Thence S 42°12'47" E through land of said City of Portland a distance of 16.00 feet to a point;

Thence N 47°47'13" E through land of said City of Portland a distance of 40.00 feet to a point;

Thence N 24°39'11" E through land of said City of Portland a distance of 20.00 feet to a point;

Thence N 09°00'25" E through land of said City of Portland a distance of 13.00 feet to a point;

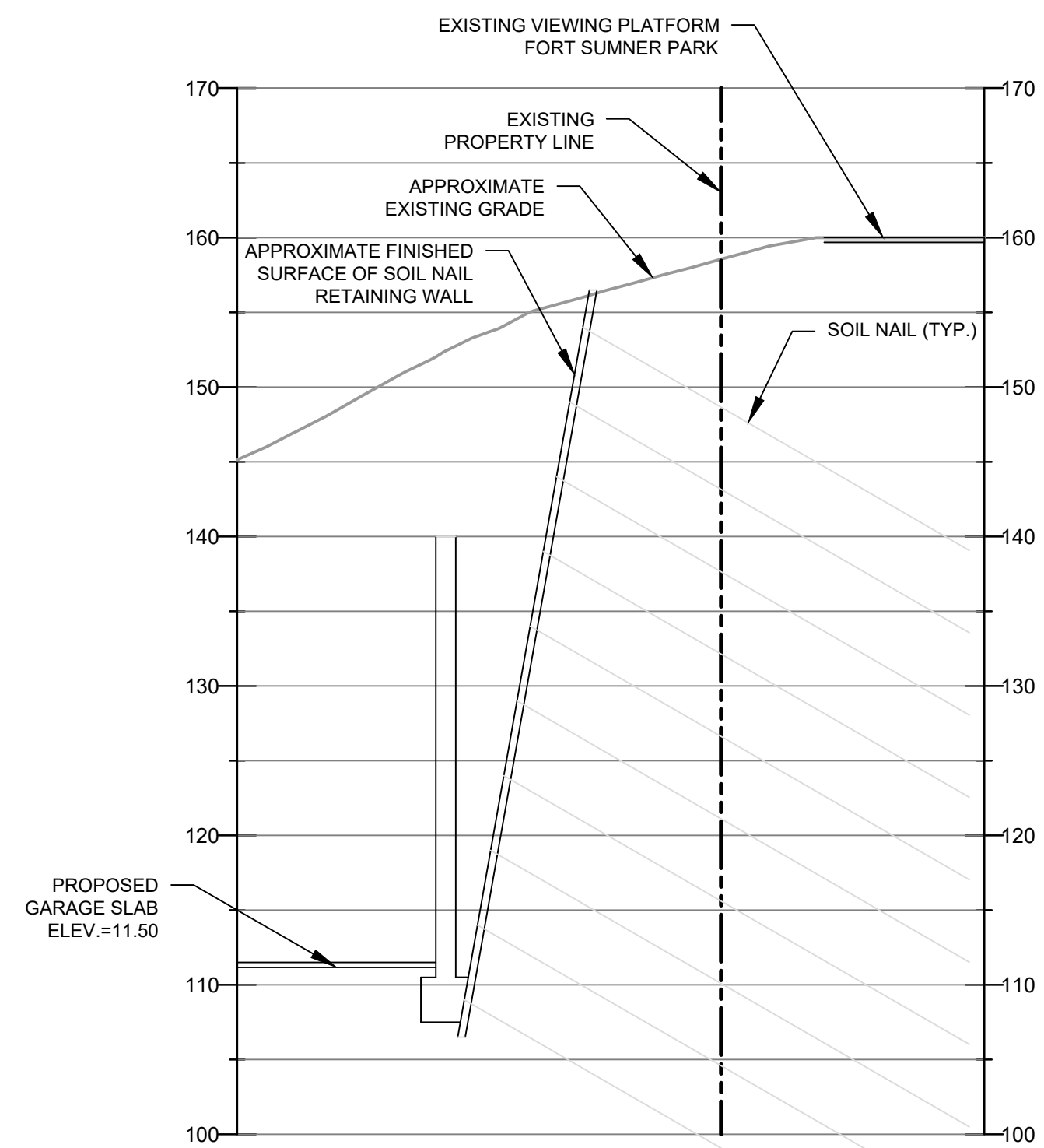
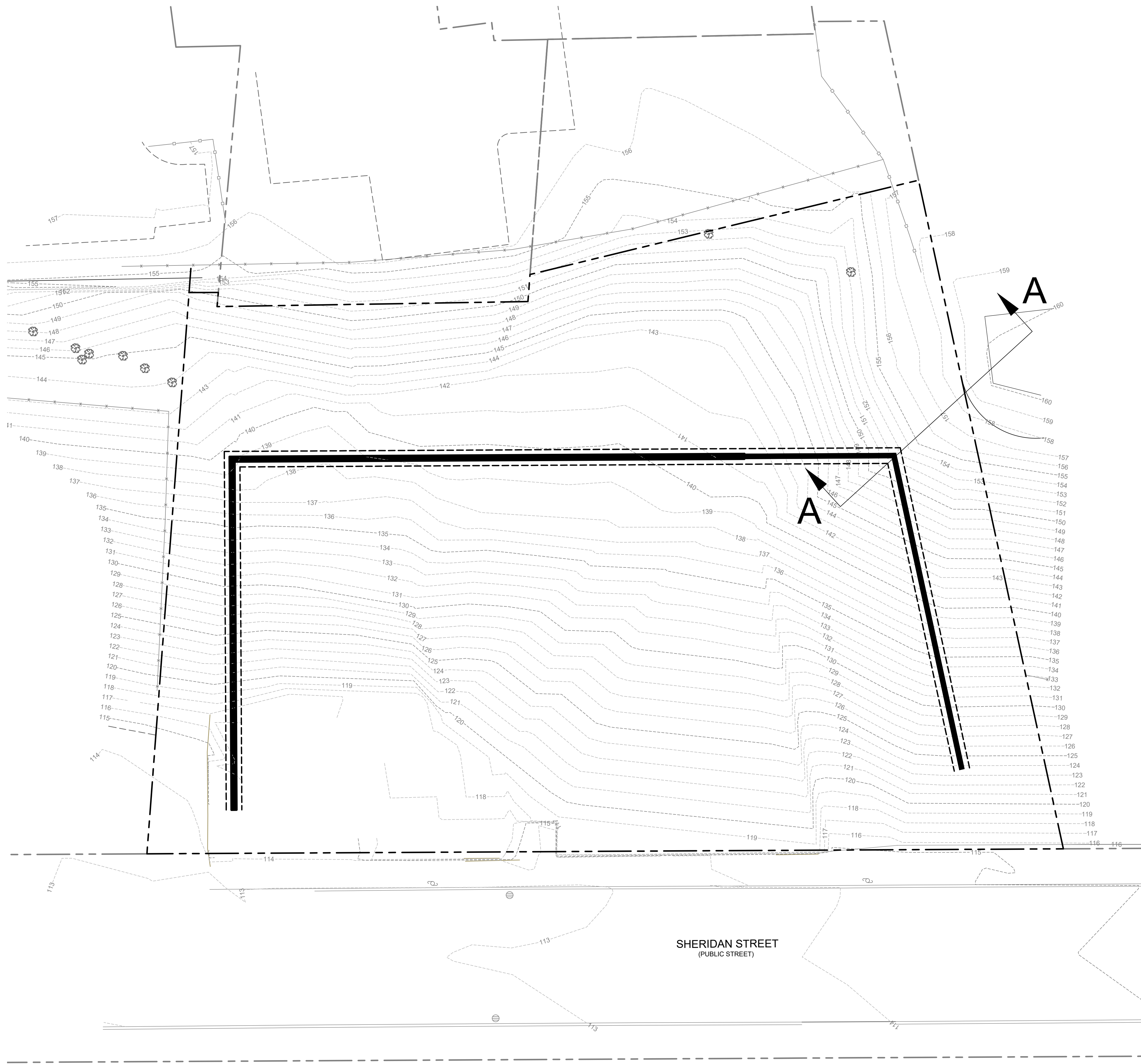
Thence N 42°12'47" W through land of said City of Portland a distance of 3.00 feet to a point in the southerly line of land of the Grantee herein (Book 36907, Page 239), said point bearing S 47°47'13" W, 43.49 feet from a capped iron rod along an extension of the southerly line of the Grantee; Thence S 47°47'13" W along land of the Grantee and through a capped iron rod found, a distance of 109.53 feet to the **Point of Beginning**.

Containing 1,232 square feet, more or less and being a portion of the land conveyed to the City of Portland described in two deeds recorded in Book 683, Page 478 & Book 573, Page 81.

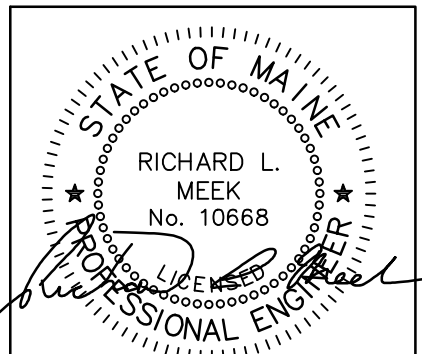
Bearings are in reference to Grid North, as shown on the 2016 plan prepared by Titcomb Associates. Book and page numbers are in reference to the Cumberland County Registry of Deeds. This description is compiled from plans of record.

EXHIBIT B

(Attach Plan Depicting the Licensed Area and Encroachment)



SECTION A-A



2/15/2022

RICHARD L. MECK

NO.	DATE	REVISIONS	BY
B	2/15/2022	PROVIDE ADDITIONAL INFORMATION PER PARKS COMMISSION REQUEST	
A	12/17/21	SUBMIT SITE PLAN AMENDMENT TO CITY OF PORTLAND	

565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102

41 CAMPUS DRIVE
SUITE 301
NEW GLOUCESTER, ME 04260



OFFICE: (207) 926-5111
www.terradyndesign.com

CIVIL ENGINEERING | LAND PLANNING | STORMWATER DESIGN | ENVIRONMENTAL PERMITTING

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
155 SHERIDAN STREET
PORTLAND, ME

SHEET TITLE:
SECTIONS

CLIENT:
REDSTONE REALTY, LLC
8 DOAKS LANE
MARBLEHEAD, MA

DATE:	2/15/2022
SCALE:	
DESIGNED:	RLM
JOB NO:	2131
FILE:	

SHEET C-2.0

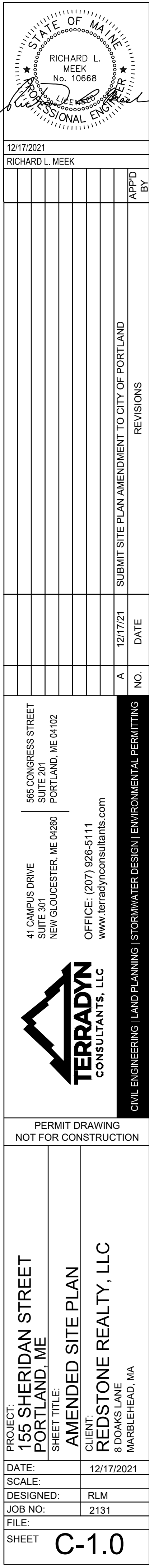
CITY OF PORTLAND
Planning & Urban Development Department

PLAN AMENDMENT FOR MAJOR AND MINOR SITE PLANS
GENERAL DOCUMENT AND DRAWINGS CHECKLIST

Please submit each document as a separate PDF file
Please confirm by electronically checking the boxes to the left
All drawings must be submitted in a 24 x 36 sheet size.

GENERAL APPLICATION DOCUMENTS

☒ Yes	☐ NA	Written Statement of the Proposed Amendment(s) (Identify any conditions of approval being met and any changes to waivers)
☐ Yes	☒ NA	Any supporting documents of the original application that are being revised. (Revisions should be clearly identified)
DRAWINGS		
☒ Yes	☐ NA	All amended plans affected by the proposed revisions. The plans shall clearly depict proposed modifications.



City of Portland | Parks, Recreation and Facilities Management

Ethan Hipple, *Director*

Alex Marshall, *Director of Parks*



To: Parks Commission and Land Bank Commission

From: Alex Marshall, Parks Director, Parks Recreation and Facilities Management Department

Date: March 2022

Re: Parks Division Update

Memorandum

Parks Division Staffing

- Vacancy: Horticulturist
- Vacancy: Athletic Facilities Maintenance Worker III

Portland Co-Op Tree Planting Program

Spring is almost here and with that comes tree planting season. Between the months of May and June our Forestry Team plants their annual allotment of trees across the City. One way to participate in that effort is to jump on board with our Co-Op program. Residents can browse our recommended tree list and purchase their choice from a partner nursery listed on our Co-Op web page (seen below). Registration must be submitted and tree purchased by June 1st to be eligible for this year's planting, which will occur within the month of June. Please visit <https://www.portlandmaine.gov/611/Co-Op-Tree-Planting-Program> for more about the requirements and alternative tree planting programs.

CIP

The Citywide Capital Improvement Project list has passed through the Finance Committee. It will now venture up to Council for their first read followed by vote. Below is the list of Parks projects that have made it to this final stage:

Parks, Recreation & Facilities

Dougherty Field Skate Park Expansion: \$235,000

Riverton Trolley Park Recreation Improvement Plan: \$125,000

Longfellow Playground Design: \$50,000

Portland Harbor Common: \$75,000

Back Cove Trail Reconstruction: \$95,000

Planning & Urban Development

Congress Square Redesign: \$900,000

Parkside to Libbytown Pathway Phase II: \$20,000 (planning funds)

East Coast Greenway Baxter Boulevard/Back Cove to Martins Point: \$100,000 (planning funds)

Facilities

90 Anderson Street Exterior Upgrades: \$90,000

Portland Youth Corps

We are gearing up for year 2 of the Portland Youth Corps. Year 1 was an incredible kick-off to this program and it is only going to get better and more impactful for the teenagers who participate. Registration opens up on Monday, March 7th for Portland Residents age 14 - 17 years old. Our goal is to immerse these students in a life changing experience by pushing them out of their comfort zone and teaching them new skills such as trail building, invasive plant removal, and basic ecology all while making new friends, gaining leadership skills and earning a \$500 stipend. Learn more at

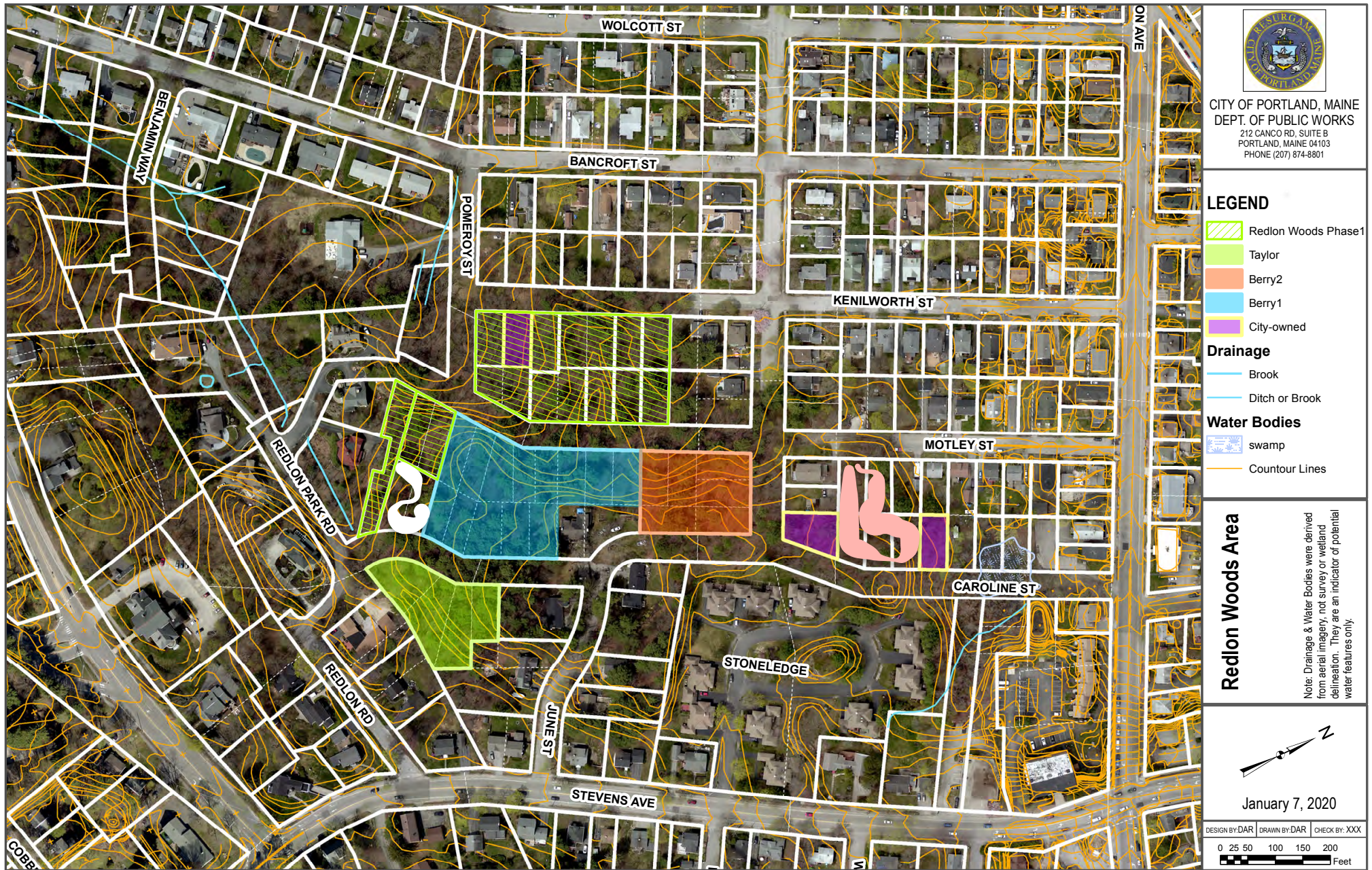
<https://www.portlandmaine.gov/2701/Youth-Corps---Summer-Program>

Park Projects and Department Updates

Staff are working on the following Park Improvement projects:

- Park Walkway improvements: Deering Oaks RFP will be advertised shortly as all documents have been submitted
- Fitzpatrick Drainage Improvements: Drawings are complete. An RFP is ready to be advertised.
- Talbot School Basketball Court Reconstruction: Additional funding has been secured and the bid will be advertised again in late Winter for a Summer/Fall construction.
- Lyseth Playground: Construction drawings are being created and the RFP will shortly follow for a late Winter advertisement and late Summer construction.
- Skate Park Expansion Phase II: Preliminary RFP for design development is being finalized and will be advertised when funding is in hand.
- Stroudwater Bridge: City Parks and Planning staff are working with Portland Trails and the Stroudwater Preserve Development Team to develop the plan for installation of the bridge that sits on the side of Westbrook Street before the I-95 bridge. Grant funding will be essential as City funds are limited.
- Preble Street Field & Stormwater Project: Final design and landscaping plans are being finalized. Fall of 2022 is when the field is anticipated to return with Spring of 2023 as the first playable season.
- 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.
- Riverton Trolley Park: The LWCF grant has been submitted. The City Council gave their approval for the City to proceed with the grant application. Project budget will be an estimated total of \$500,000 (\$250,000 PPC/Private/City and \$250,000 LWCF)
- Western Promenade Welcome Signs: Three new historic Welcome Signs are being ordered and installed as the weather permits. Spring will be the desirable time for this
- Lower Western Prom Park Improvements: Final design improvements have been made and construction/bid documents are to follow in the coming months.

- Community Garden Fence and Gate Installations: We will be replacing 6 Community Garden fences and 4 sheds. A fencing bid document will be advertised this Winter and installation is planned to begin in the Spring with sheds and the Fall for fencing.



THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 11-27-21. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 16003 PAGE 30 COUNTY Cumberland
PLAN BOOK 11 PAGE 109 LOT 33, 34, 67-69 +

ADDRESS: 36 June Street, Portland, Maine

Job Number: 1133-04-A2

Inspection Date: 08-27-21

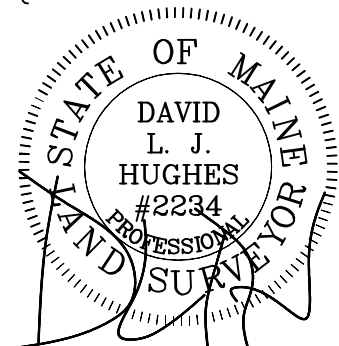
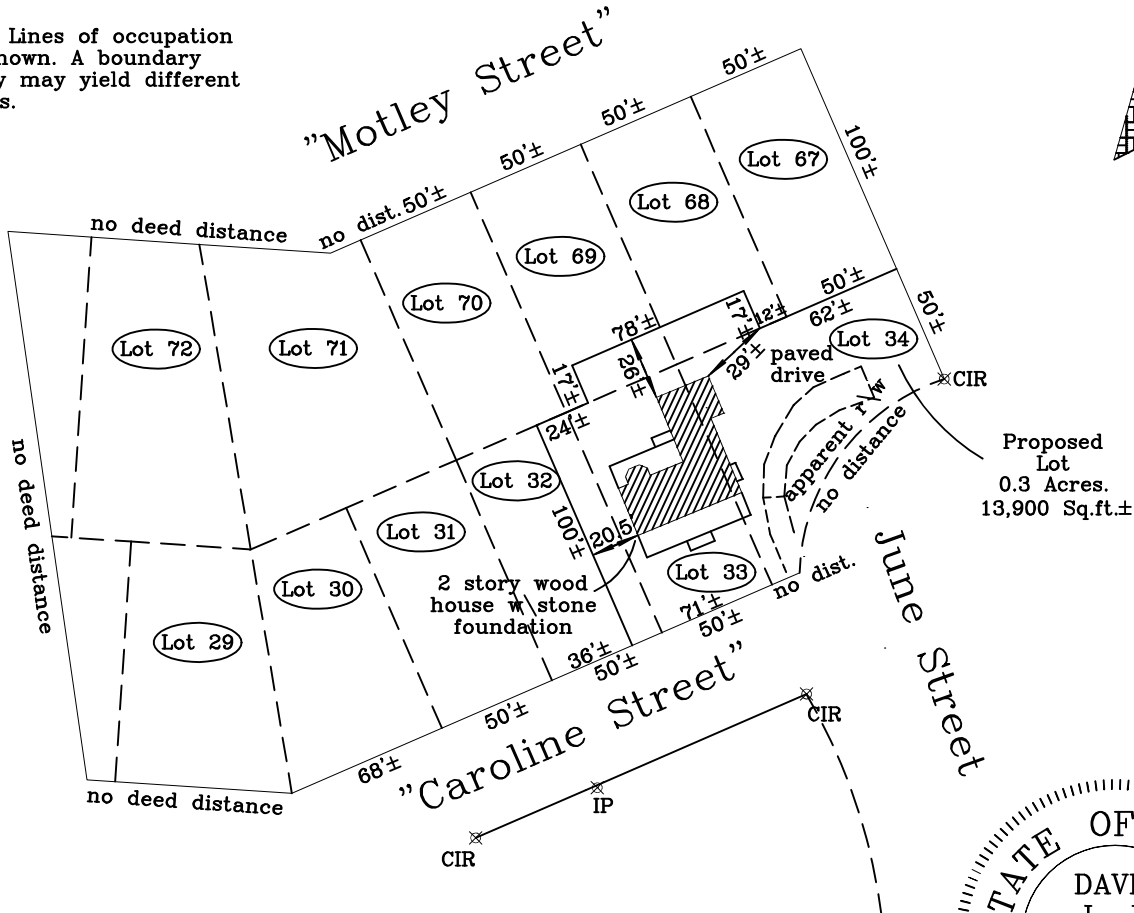
Buyers: Land Bank

Scale: 1" = 80'

Client File #: LandBank

Sellers: Scott and Janet Berry

NOTE: Lines of occupation are shown. A boundary survey may yield different results.



I HEREBY CERTIFY TO: Jewell & Bulger, P.A., The Lender,
and its title insurer.

Monuments found did not conflict with the deed description.

The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel 230051-0013B:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

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Livingston-Hughes

Professional Land Surveyors

88 Guinea Road

Kennebunkport, Maine 04046

207-967-9761 phone

207-967-4831 fax

www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

CONTRACT FOR THE SALE OF REAL ESTATE

Date: February, 2022

RECEIVED OF: City of Portland whose mailing address is 389 Congress Street, Portland, ME 04101, Attn: Danielle P. West, 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 portion of 36 June Street, as described in Exhibits A and B, being a portion of the land described at said County's Registry of Deeds Book 16003, Page 302 and further described as: vacant land, hereinafter called the Property, being property owned by Scott H. Berry and Janet S. Berry, whose mailing address is 36 June Street, Portland, ME, hereinafter called the Seller(s). The purchase and sale of the Property is 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 Ninety-Nine Thousand Dollars (\$99,000.00) to be paid as follows: at closing.
3. EARNEST MONEY/ACCEPTANCE: Jewell & Bulger, PA (the City's attorney) 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 2/28/2022 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 7/15/2022. 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 Warranty 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	TYPE OF INSPECTION	YES	NO	RESULTS
			REPORTED				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 there are no agent(s) representing either party incident to this transaction.
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. 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. Intentionally Omitted.
21. **OTHER:** The Buyer's obligations are subject to approval by the Portland City Council.

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 % 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.

Signed this: day of _____ 2022.

Effective date of Contract: , day of _____ 2022.

The Listing Licensee is N/A

The Selling Licensee is N/A

Seller: Scott H. Berry Date

Name/Title

Seller – Janet S. Berry Date

Name/Title

PARTIAL RELEASE OF MORTGAGE

JPMorgan Chase Bank, N.A., a financial institution with a principal place of business in Columbus, Ohio, the holder of a Mortgage from **Scott H. Berry** and **Janet S. Berry** to said JPMorgan Chase Bank, N.A., dated January 12, 2007 recorded at the Cumberland County Registry of Deeds in Book 24812, Page 248, for consideration paid, releases to said Scott H. Berry and Janet S. Berry, all interest acquired under said Mortgage, in that portion of the mortgaged premises bounded and described in Exhibits A and B attached hereto and incorporated by reference, being the premises located at 36 June Street, Portland, Maine.

This instrument is for the purpose of releasing the above-described premises only from the lien of the above Mortgage, said Mortgage to otherwise remain in full force and effect.

WITNESS my hand this ____ day of September, 2021.

JPMorgan Chase Bank, N.A.

Witness

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

September ____, 2021

Then personally appeared the above-named _____
as duly authorized _____ of said JPMorgan Chase Bank, N.A. and
acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity
and the free act and deed of said bank.

Before me,

Notary Public

Printed name of person taking
acknowledgment

EXHIBIT A

JPMorgan Chase Bank, N.A., hereby releases all of that land that is northerly and westerly of the following line:

Commencing at the southeasterly corner of Lot 67 and the northeasterly corner of lot 34 as shown on Plan of Brighton made for George T. Edwards, August 1902, by Clifford E. LeGrow, CE, as recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 109;

Thence, southwesterly by the common boundary of Lot 67 and Lot 34 and the common boundary of Lot 68 and Lot 34, a distance of 62 feet to a point;

Thence, northwesterly, at a right angle to the last course, across Lot 68, a distance of 17 feet to a point;

Thence, southwesterly, at a right angle to the last course, across Lot 68 and Lot 69, a distance of 78 feet to a point;

Thence, southeasterly, at a right angle to the last course, across Lot 69, a distance of 17 feet to a point on the common boundary of Lot 69 and Lot 33;

Thence, southwesterly, at a right angle to the last course, by the common boundary of Lot 69 and Lot 33, Lot 70 and Lot 33, and Lot 70 and Lot 32, a distance of 24 feet to a point on the common boundary of Lot 70 and Lot 32;

Thence, southeasterly, at a right angle to the last course, across Lot 32, a distance of 100 feet to the northerly boundary of Caroline Street.

Reference is made to the sketch attached hereto as Exhibit B.