

6149/35

CONSERVATION EASEMENT

10677

THIS INDENTURE by and between JOHN H. KANWIT, M.D. and EVELYN H. KANWIT, both of Brunswick, Cumberland County and State of Maine, and KEITH C. REITER and GENEVIEVE R. REITER, both of Huntington, Suffolk County, State of New York, Grantors; and the TOWN OF BRUNSWICK, a municipal corporation organized and existing under the laws of the State of Maine and situated in said Brunswick, Grantee;

WITNESSETH:

WHEREAS, by Act of the State of Maine Legislature, 33 M.R.S.A. Sections 667 and 668, conservation restrictions in the form of conservation easements were recognized and defined; and

WHEREAS, an Act of the State of Maine Legislature, 30 M.R.S.A. Sections 3801 and 3851, provides for the establishment of Conservation Commissions and authorizes such Commissions to receive gifts, and to acquire land and conservation easements in the name of the municipality; and

WHEREAS, the Grantee established the Brunswick Conservation Commission by a vote of its Town Council on April 6, 1970; and

WHEREAS, the Grantee has determined that for the preservation of salt marsh, tidal lands, open space and scenic values of the Town of Brunswick, it is in the public interest to acquire a Conservation Easement over the land hereinafter described; and

WHEREAS, the Grantors and the Grantee recognize and acknowledge a common purpose to conserve, protect and prevent the use or development of the land hereinafter described in any manner which would conflict with the maintenance of the land in its predominantly natural, open and scenic condition; and

WHEREAS, the Grantee at a Town Council meeting held on April 11, 1983, by vote of its Town Council, was authorized to accept a conservation easement as set forth herein for the purpose of preserving in its natural state certain real property, called the Property, of which the Grantors are the owner in fee, consisting of a parcel of land located in the Town of Brunswick, in Cumberland County and State of Maine, described in a deed from MARY F. VAN VARICK to JOHN H. KANWIT, EVELYN H. KANWIT, KEITH C. REITER and GENEVIEVE R. REITER dated February 17, 1983 and recorded in Book 6122, Page 274 of the Cumberland County Registry of Deeds. The portion of that parcel of land which is subject to this Easement is bounded and described as follows:

Being the land as shown on Final Subdivision Plan of Bunganuc Landing, Bunganuc Road, Brunswick, Maine, dated December 30, 1982 and recorded in Cumberland County Registry of Deeds in Plan Book 136, Page 55, which lies within boundary designated "Conservation easement - 10-foot contour" on said Plan.

NOW, THEREFORE, the Grantors, for and in consideration of the facts above recited and of the covenants herein contained and as an absolute and unconditional gift, do hereby freely give, grant and convey unto the Grantee, its successors and assigns forever, a Conservation Easement or Restriction in perpetuity over the Property, consisting of the following:

(1) the right of public view of the Property from off the Property in its scenic, natural, open and wooded condition; (2) the right of the Grantee, in a reasonable manner and at reasonable times, to enter and inspect the Property; (3) the right of the Grantee to enforce by injunction or proceedings at law or in equity, the covenants hereinafter set forth; and in furtherance of the foregoing affirmative rights, the Grantors make the following covenants on behalf of themselves, their heirs and assigns, which shall run with and bind the Property in perpetuity:

1. The Property shall be used for conservation purposes only. No residential, commercial, industrial, or mining activities shall be permitted on the Property, with the exception of timber management and salt marsh and tidal lands management.

2. At present there are no structures on the Property. No additional structures of any kind, temporary or permanent, shall be located on the Property, provided, however, there is retained in the Grantors, their heirs and assigns, the following rights:

a) The right to build and maintain temporary or permanent docking facilities, provided, however, that plans for such structures shall be approved in advance and in writing by the grantee or its authorized representative.

3. No alteration shall be made to the surface of the Property other than that caused by the forces of nature, unless such alteration is approved in advance and in writing by the Grantee or its authorized representative, provided, however, that there is retained in the Grantors, their heirs and assigns, the following rights:

a) The right to construct and maintain foot trails, and the right to use and enjoy the Property, including hiking, sightseeing, picnicing and the like, in a manner that preserves and enhances its natural state.

4. Without limiting the generality of the foregoing, billboards, trailers, mobile homes, or utilization of the Property as an aircraft landing site, are specifically prohibited on the Property, provided, however, there is retained in the Grantors, their heirs and assigns, the following rights:

a) The right to temporarily post the Property to control unauthorized use.

b) The right to erect temporary signs to advertise the property for sale or for rent.



5. The cutting of standing timber of the Property shall not be permitted, provided, however, there is retained in the Grantors, their heirs and assigns, the following rights:

- (a) The right to clear and restore forest cover that is damaged or disturbed by the forces of nature.
- (b) The right to gather, use, or remove dead wood.
- (c) The right to prune or selectively cut trees to provide firewood for personal use or to maintain a healthy stand of trees.
- (d) The right to clear forest cover for the purpose of constructing, maintaining and repairing the structures permitted hereunder and of constructing the roads and foot trails permitted hereunder.

6. Any modification, alteration, construction or reconstruction of any waste disposal system shall be done in conformance with the requirements of the Department of Health and Welfare and the Department of Environmental Protection or successor agencies and in a manner that will prevent any discharge of untreated waste into salt or fresh waters located on or about the Property.

TO HAVE AND TO HOLD the said Conservation Easement or Restriction unto the said Grantee and its assigns forever.

It is the intention of the parties hereto that the grant of easements and covenants herein shall be construed as conservation restrictions as said term is defined in 33 M.R.S.A. Section 667, and that all of the provisions of Section 668 of said Title shall be binding upon the Grantors, their heirs and assigns, and upon the Property, and shall inure to the benefit of the Grantee, its successors and assigns. Should it be necessary or convenient at any time in the future in connection with any action of the Grantee to obtain the agreement or approval of the Grantors, their heirs or assigns, in connection with any matter relating to this Conservation Easement, the agreement or approval of the owner or owners of a majority interest in the Property, at any time, shall be deemed to be the agreement or approval of all the owners of the Property.

In consideration for the rights herein granted, the Grantee, by its acceptance hereof, hereby agrees to undertake the protection of the Property, in accordance with the conditions set forth above.

In consideration for the rights herein granted, the Grantee, by its acceptance hereof, hereby agrees to undertake the protection of the Property in accordance with the conditions set forth above.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the 19<sup>th</sup> day of February, 1983.

Witness:

*[Signature]*  
*[Signature]*

*[Signature]*  
 Evelyn H. Kanwit  
*[Signature]*  
*[Signature]*

State of Maine  
 Cumberland, ss.

February 22, 1983

Personally appeared the above-named Evelyn H. Kanwit and acknowledged the above instrument to be her free act and deed.

Before me,

*[Signature]*  
 Notary Public  
 MY COMMISSION EXPIRES  
 SEPTEMBER 1, 1985

State of Maine  
 Cumberland, ss.

Feb. 22, 1983

Personally appeared the above-named John H. Kanwit and acknowledged the above instrument to be his free act and deed.

Before me,

*[Signature]*  
 Notary Public  
 MY COMMISSION EXPIRES  
 SEPTEMBER 1, 1985

On behalf of the Town of Brunswick, the Town Council here accepts this Conservation Easement.

Dated: April 11, 1983

WITNESS

*[Signature]*  
 to all seven

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 ROBERT C. SHAPIRO

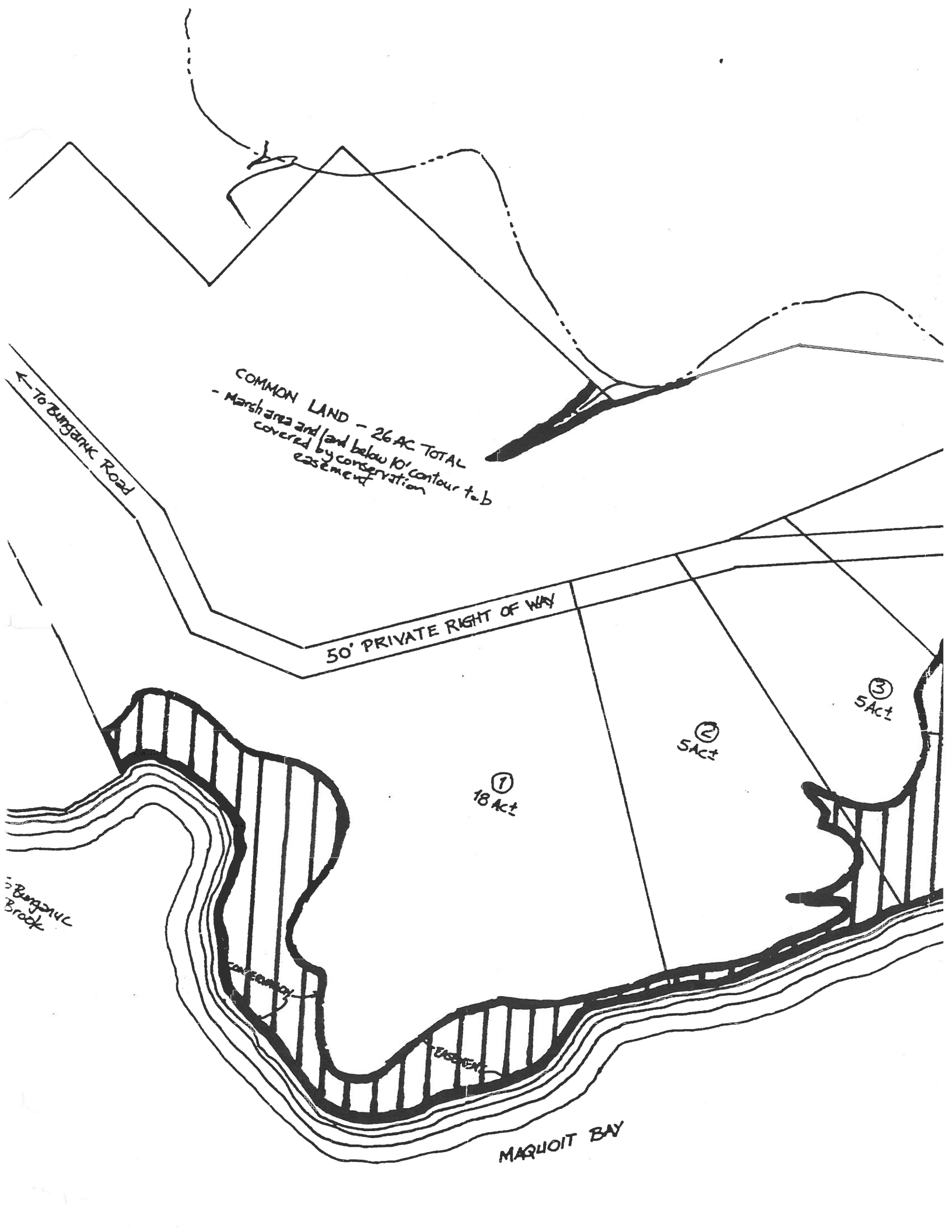
POWERS & BRADFORD  
 ATTORNEYS AT LAW  
 FREEPORT, MAINE 04032

APR 14 1983

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
 Received at 12 MPM, and recorded in

BOOK 6149 PAGE 35

James J. Walsh Register



COMMON LAND - 26 AC TOTAL  
- Marsh area and land below 10' contour to be  
covered by conservation  
easement

← To BURGINK Road

50' PRIVATE RIGHT OF WAY

①  
18 Act

②  
5 Act

③  
5 Act

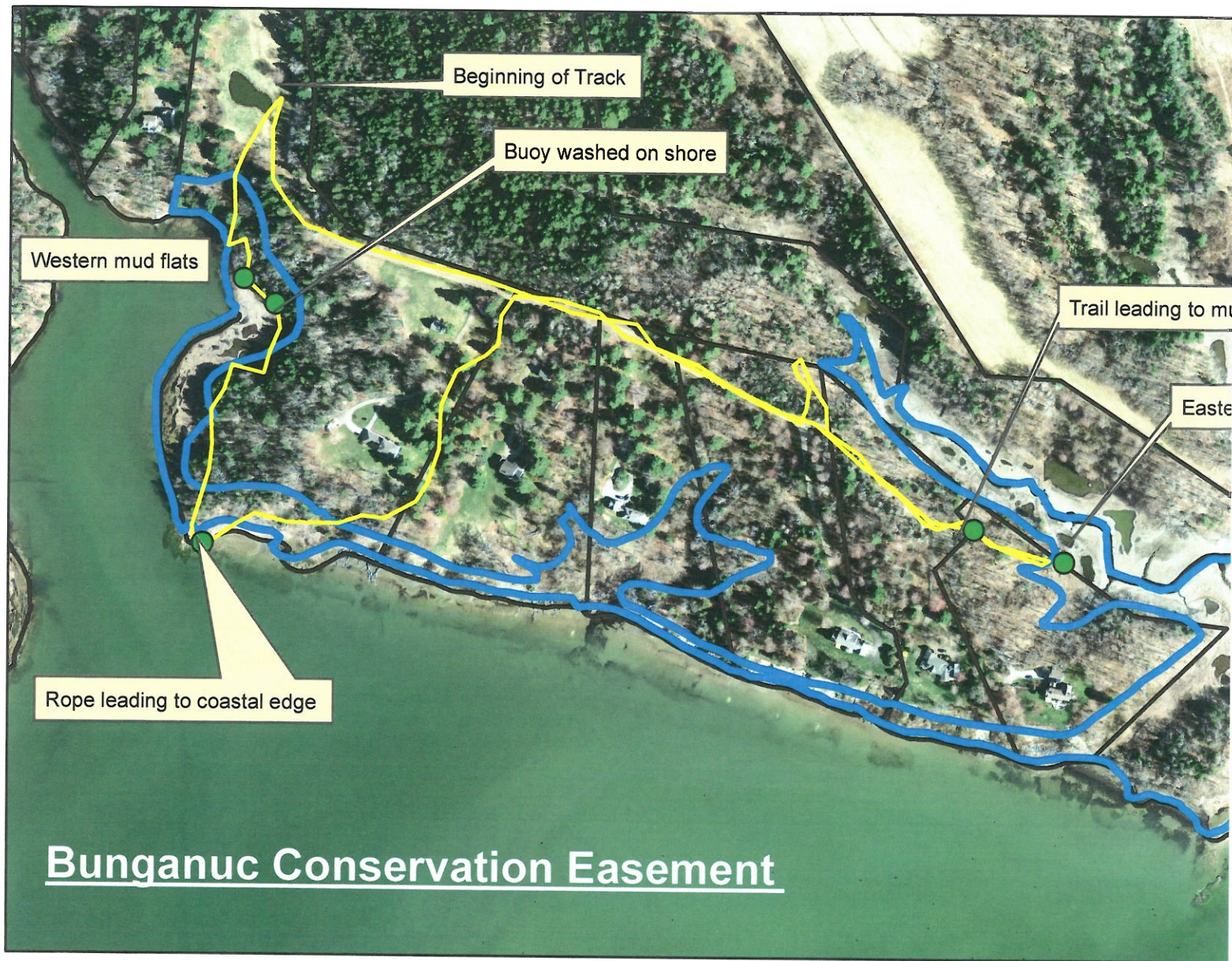
Burgink  
Brook

Conservation  
Easement




Conservation  
Easement

MARQUOIT BAY





### Legend

-  Waypoints
-  Bunganuc\_track
-  Bunganuc\_boundary

0 185 370 740 Feet

Disclaimer: The boundaries are approximate.  
This map is for inspection purposes solely.

*Completed using Georeferencing*