Public Meeting : Battery Steele, 1993.

Battery Steele Association

Follow this and additional works at: https://digitalcommons.portlandlibrary.com/peaks_general_reports

Recommended Citation
https://digitalcommons.portlandlibrary.com/peaks_general_reports/4
OUR THANKS TO ALL WHO ATTENDED THE FIRST BATTERY STEELE MEETING last month to voice their concerns about the future of this historic 14-acre property.

We’ve scheduled a second meeting for February 10 to continue our discussions about expanding community involvement in the Battery’s future.

Please join the Battery Steele Ad Hoc Committee (we don’t yet have a formal name) and get involved! We’re establishing four subcommittees to look into property acquisition, fundraising, programs, and organizational structure.

We’ve invited representatives from the Star Foundation (the current owners) and the Oceanside Conservation Trust (which holds an easement on the property) to Wednesday’s meeting to answer questions and discuss scenarios for the future.

Your comments and questions are an important part of the process. Please plan to attend!
QUITCLAIM DEED
With Covenant
Corporation

Know all Men by these Presents,

That Casco Bay Island Development Association,

a Corporation organized and existing under the laws of the State of Maine
and having a place of business at
in the County of Cumberland and State of Maine
in consideration of one dollar and other valuable considerations

paid by Oceanside Conservation Corporation, a Maine nonprofit corporation,

whose mailing address is P.O. Box 42, Peaks Island, Portland, Maine 04108

the receipt whereof it does hereby acknowledge, does hereby remit, release, bargain, sell and convey,

and forever quitclaim unto the said Oceanside Conservation Corporation,

its heirs and assigns forever,

All our right, title and interest in and to any and all property and
property rights owned by Casco Bay Island Development Association on
Peaks Island, in the City of Portland, County of Cumberland and
State of Maine. This conveyance includes, without limitation of the
foregoing, all remaining property from the conveyance by Peter O.
Cioffi to Casco Bay Island Development Association by deed dated
November 21, 1968 and recorded in Cumberland County Registry of Deeds
in Book 2981 Page 123, and the rights and obligations retained and
reserved by Casco Bay Island Development Association in its deed to
Solar Technology and Applied Research Center dated October 9, 1980
and recorded in Book 4696 Page 19.
RESTRICTIVE COVENANTS AND EASEMENTS RE BATTERY STEELE

These restrictive covenants and easements are for the benefit of Casco Bay Island Development Association (hereinafter "CBIDA"), its successors and assigns and CBIDA's Benefited Property which is closely related and appurtenant to the Battery Steele property said Benefited Property being part of the premises conveyed to CBIDA by Peter C. Claffi by deed dated November 21, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2961, at Page 123. These restrictive covenants and easements are to run with the land and shall bind Solar Technology and Applied Research Center (hereinafter "STAR"), its successors and assigns. These covenants and easements shall apply to the Battery Steele property located on Peaks Island, Portland, Maine as more particularly described on Exhibit A recorded herewith and as described on the Plan of Battery Steele recorded in the Cumberland County Registry of Deeds in Book 128, Page 60. Said plan and the area's described therein are referred to herein as Areas A, B, C, D, and E.

The Restrictive covenants and easements are as follows:

A. No industrial or mining activities shall be permitted in any area on the Battery Steele Property.

B. In Area A and Area D, the overall Plan for the exterior of all structures, with the exception of scientific equipment, shall be approved in writing in advance by the CBIDA, which approval shall not be unreasonably withheld in light of the experimental, scientific and research purposes of STAR.

C. Restricted Uses by Area (as per above-mentioned Plan).

AREA A.

1. No part of any building or structure within Area A shall be higher than thirty (30) feet above the surface measured vertically from any point within the area enclosed by said building or structure with the exception of wind machines or windmills, the construction of which must be approved in advance and in writing by CBIDA;

2. No buildings or structures shall materially alter the natural and scenic appearance of the landscape when viewed from the public roadway now known as Seashore Avenue;

3. All residential structures and use thereof shall be incidental to the educational, research and conservation uses of the property.

AREA B.

1. No structures of any kind, temporary or permanent, shall be located within Area B.

2. The cutting of standing timber shall not be permitted within Area B. However, STAR will have the right to: (i) clear and restore forest cover that is damaged or disturbed by the forces of nature; (ii) gather, use or remove dead wood.

3. No mowing of grass shall be permitted within Area B.

AREA C.

1. No structures of any kind, temporary or permanent, shall be located within Area C. However, STAR will have the right to erect and display exhibits concurrently with conferences held outdoors to which the general public is explicitly invited provided such exhibits (i) are removed within a reasonable time after the termination of said conferences; (ii) do not exceed a height of twenty (20) feet above the surface.
AREA D. (THE BATTERY)

1. No structures of any kind, temporary or permanent, shall be located above the crown or top of the Battery. However, STAR will have the right to construct one wind machine for the purpose of generation and storage of electric power provided that no part of such structure shall be higher than fifty (50) feet above the northeastern surface of the Battery's crown, and that no warning lights or other lights shall be required to be used on the tower and that the tower's location and visual aspect shall be subject to CBIDA approval which shall not be unreasonably withheld.

2. STAR shall have the right to build structures attached to the side of the Battery and such structures shall be for educational research and residential uses, provided that no part of any such structure shall be higher than the top or crown of the Battery. Underground or Bern houses shall be permitted on the side or under the top of the Battery so long as no part shall be higher than the crown or top of the Battery; all residential structures and use thereof shall be incidental to the educational, research and conservation uses of the property. Owners shall designate across the top of the Battery a trail for skiing, running or walking.

AREA E

1. No permanent structures of any kind shall be located within Area E.

2. STAR will have the right to build temporary structures for educational and research demonstration purposes only provided that: (1) no structure shall remain within Area E for more than two (2) years unless such continued occupation is approved in advance and in writing by CBIDA; (2) no part of any building or structure within Area E shall be higher than thirty (30) feet above the surface measured vertically from any point within the area enclosed by said building or structure with the exception of wind machines or wind mills, the construction of which must be approved in advance and in writing by CBIDA.

D. Other Regulated or Prohibited Uses.

Without limiting the generality of the foregoing, the following activities are prohibited on the Battery Steele Property:

1. Storage, processing or transportation of petroleum or its products, other than for the consumption on the Battery Steele Property or to operate the engines of vehicles used by owners or residents of the Battery Steele Property;

2. Removal of quarried gravel or rock from the Battery Steele Property for commercial purposes.

3. The operation of a hotel or other overnight accommodation facility for commercial purposes.

4. Residential trailers, mobile homes or utilization of the Battery Steele Property as an airport landing site.

E. The Following Rights Are Reserved By CBIDA.
1. The right to have assurance that CBIDA's Benefited Property be free of any taint, corruption or pollution of whatever character arising from any use of the Battery Steele Property other than those allowed by the terms of this deed.

2. The right to travel and to utilize the Battery Steele Property including the top of the bunker or Battery itself for the purpose of picnicking and otherwise enjoying the scenic views afforded from certain locations on the Battery Steele Property but only in those areas specifically identified for public use by the owner and subject to the control of the owner.

3. The right to inspect the premises for the purposes of enforcing these restrictions at reasonable times and in a reasonable manner.

F. Other Provisions.

1. The number of dwelling units for permanent habitation shall be limited to eight (8).

2. The number of windmills or wind machines permitted is limited to one (1), being the one above-noted on top of the Battery. No other wind machines may be constructed or installed or placed upon the premises without prior written approval of CBIDA.

3. All utility and pedestrian rights-of-way as presently existing on Florida Ave., so-called, shall be preserved.

4. Transfer shall be subject to existing water easements and to existing encumbrances-of-record and also subject to the easements with regard to the presently existing water and sewer lines, whether-of-record or not, with the additional right to reasonable access to said lines to repair and replace them.

5. Whenever in the restrictions set forth herein prior written approval shall be required of CBIDA, the approval of the CBIDA Steering Committee or Board of Directors is all that is required.

6. Whenever the restrictions provide for "prior written approval of CBIDA, which approval is not to be unreasonably withheld", if approval is not granted within ten (10) days of written request for such approval then Buyer may demand arbitration to determine whether CBIDA approval has been unreasonably withheld. If arbitration is demanded each party shall within 10 days from receipt of a written demand pick an arbitrator and each of the arbitrators so picked shall choose a third or impartial arbitrator. Decision of the arbitrators shall be final and binding on all parties.

7. Waiver. The failure of either Seller or Buyer to insist upon a strict performance of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Seller or Buyer may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained by Buyer of its obligations hereunder.

G. The Battery Steele Property cannot be sub-divided for the purpose of sale or lease without written consent of the CBIDA, which consent shall not be unreasonably withheld, nor can the premises be sold without prior written consent of the CBIDA which consent shall not be unreasonably withheld.
H. Severability. If any provision, covenants or restrictions or portion of such provision or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of the provision, covenants or restrictions, and the application thereof to other persons or circumstances shall not be affected thereby.

I. Enforcement. CBIDA, its successors or assigns shall have the right to enforce the covenants and restrictions set forth herein by proceedings at law or in equity and the right to recover from the owner their costs plus reasonable attorneys fees for enforcing these rights.

J. Future ownership of any part of the Benefited Property of CBIDA, its successors or assigns, shall not affect the benefit accruing to the whole of the Benefited Property.
EXHIBIT "C"

RIGHT OF FIRST REFUSAL

WHEREAS CASCO BAY ISLAND DEVELOPMENT ASSOCIATION, a Maine non-profit corporation, (CBIDA or SELLER) is selling the property on Peaks Island, Portland, Maine, known as Battery Steele and shown on the attached tracing of the Battery Steele property, and

WHEREAS SOLAR TECHNOLOGY AND APPLIED RESEARCH CENTER (STAR or BUYER), a Maine non-profit corporation of Portland, Maine, is purchasing said property,

NOW, THEREFORE STAR hereby agrees that should STAR desire to sell the premises and receive an offer to purchase its interest in the premises or any portion thereof, then and in that case STAR shall immediately notify CBIDA in writing of such bona fide offer, and of all the terms and conditions of said offer and CBIDA shall then have the right to purchase such interest on the same terms and conditions by giving written notice of its election within thirty (30) days after mailing or other giving of such notification. This right of first refusal shall apply with respect to all bona fide offers to purchase the property, whether or not CBIDA has in any instance failed to exercise the right with respect to any prior bona fide offer, all to the end that if CBIDA does not exercise its right of first refusal in any one instance, this shall not alter its pre-emptive privilege in any instance thereafter.
An interim Board of Directors has been chosen and will serve until such time as a full-size membership can be developed and a first general meeting held (hopefully in mid-summer). This interim Board consists of:

- **General Coordinator:** Jonathan Stevens (766-2561)
- **Co-Coordinator:** Ralph Ashmore (766-2981)
- **Recorder:** Nancy Simons (766-2561)
- **Treasurer:** Albert Presgraves (766-2604)
- **Membership Coordinator:** Claudia Whitman (766-2418)
- **Projects Director:** Terry Cline (766-2372)
- **Youth Representative:** Matt Voyer (766-2523)

For membership information, please call Claudia at 766-2418. Feel free to contact anyone on the Board: we need your input, participation & enthusiasm!
Mission Statement:

To facilitate community control of the 14-acre Battery Steele property on Peaks Island, Maine.
To preserve and enhance the natural qualities of the land.
To preserve the historical aspects of Battery Steele.
To promote community recreation, education and shared activities.
To promote community involvement in, and responsibility for the property and its evolving character.

Organizational Structure:

The Battery Steele Association will be a membership-run organization. Membership will be open to any year-round or summertime resident, with an annual membership fee (suggested donation: $20). There will be two general meetings a year, at which members will be able to vote on major policy decisions (2/3 majority rule) with unscheduled meetings as needed when major issues are pressing. A Board of Directors will also be elected at these general meetings, each position serving for a year, but with half the board rotating at each general meeting. The Board of Directors will meet monthly, and any general members are welcome to participate. Two-thirds of the elected Board must be present, and decisions will be made by consensus. If consensus on any given issue is blocked for two meetings in a row, it will then be taken up at a general meeting.

The Board of Directors will consist of:

General Coordinator (public spokesperson, liaison to other organizations, facilitator of board meetings, etc)
Recorder (keeper of minutes, posting notices, publicity)
Treasurer (Fundraising, finances, dues, taxes, insurance)
Projects Director (Research and planning of various on-site projects such as gardening, artistic performances, etc)

Membership Coordinator (to ensure membership involvement in, and democratic nature of Association's decisions. To promote volunteer participation in on-site projects)
Youth Representative (to represent and encourage constructive involvement of the traditional users of the site)

Strategy Plan (Spring/Summer 1993):
The Board has been offered assistance by the Oceanside Conservation Trust in its negotiations with the STAR Foundation and in any non-profit tax purposes, until such time as the Association is incorporated as a 501-C3.

A "Reclamation Day" is planned for the site on Saturday, May 22 (rain date: the 23rd). From 1pm-7pm, community members are encouraged to gather at the Battery, bringing manual garden tools and to take part in trail clearing, garbage pick-up, junkyard sculpture making, mural painting, picknicking, and music making in the tunnel.