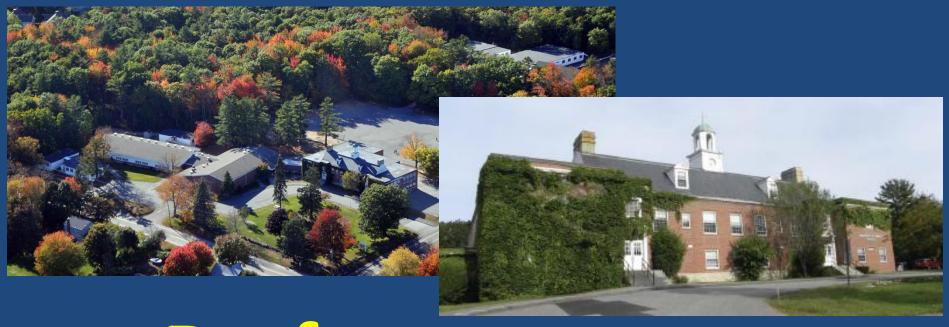
# Call for Offer Plummer-Motz and Lunt School Complex



# Draft Recommendations Report

Falmouth Town Council For January 23, 2012 Meeting

#### Important Note

- Some information and data contained in this presentation is intentionally out-of-date for purposes of describing the proposal review process.
- Please see the Town's website for a copy of the final materials related to the Council's recommendation.
- For any questions regarding this project, or to submit any comments, please contact Town staff.

#### Call for Offer Process

- June 14, 2011
- June-August
- September 8
- September 13
- September 28
- November 29

- Election Rejection of Q1
- Development of Call for Offer for PML property
- Signed contract with CBRE The Boulos Company
- Call for Offers issued
- Pre-Bid Meeting (20 +/-)
- Offer Deadline

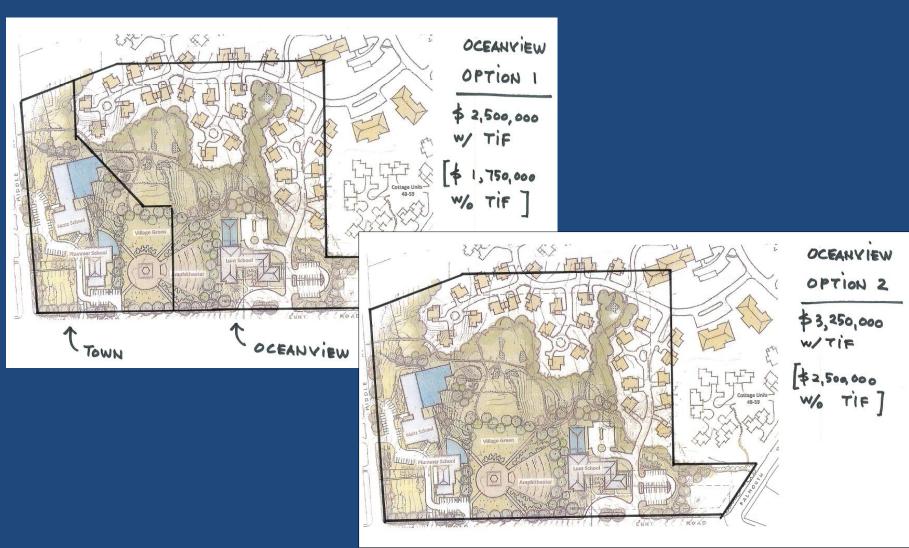
Three (3) Proposals Received by Offer Deadline

#### 1. OceanView at Falmouth

- 36 apartments in main lodge and/or new townhouses
- 35-40 new single family cottages
- Lunt medical office, auditorium, adult day care, Alzheimer's and/or moderate affordable senior housing (30 units each)
- Plummer senior community center, moderate affordable senior housing, office, library, or private school



## OceanView Options

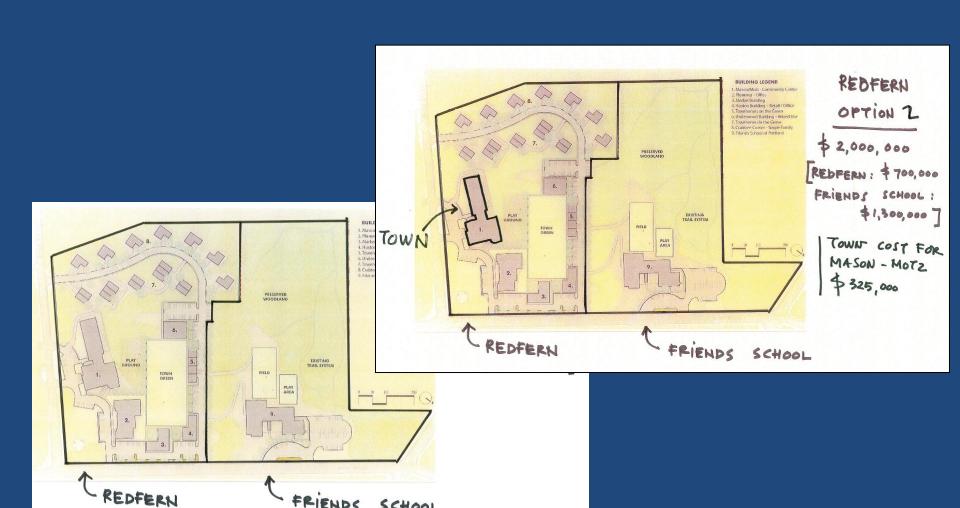


#### 2. Redfern North Atlantic

- Town Green
- Market Building
- Retail uses
- Office uses
- Townhomes (16)
- Apartments (10)
- Single family homes (7)
- Plummer office/retail

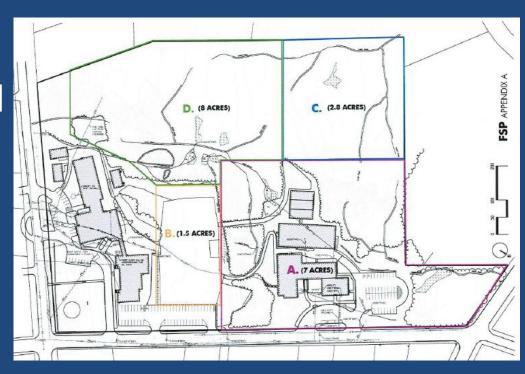


## Redfern Options



#### 2. Friends School of Portland

- Preschool through 8<sup>th</sup> grade school
- Turf play/event field
- Public access to programs/facilities
- Preservation of woods and trails
- After-school program



## **Friends School Options**

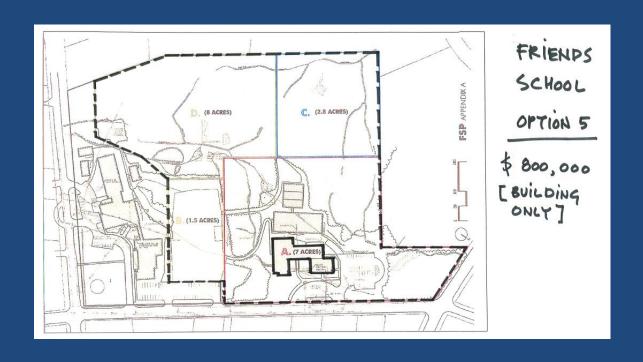








### Friends School Purchase/Lease Option



#### Staff/Boulos Work - December 5-12

- December 5-6: Meetings with each Proposal Maker
  - Explored needs, possible collaborations, and modifications with each party
- December 8: OceanView Supplement (no TIF price)
- Executive Session 1 Preparation

### Executive Session 1 – December 12

- Memo from Town Manager,
   December 8, 2011
- Table 1:

Proposal Descriptions (incl. options)

Table 2:

Selection Criteria from Call for Offer

Table 3:

Financial Comparison

Table 4:

**Core Values** 



#### MEMORANDUM

Town Council

From: Nathan Poore, Town Manager

Re: CFO -Elementary School Site Redevelopment Proposals

Date: December 8, 2011

This memo and attachments should remain confidential until further notice.

<u>Process/Outcome</u>. Theo Holtwijk and I have reviewed the CFO responses and have do

next step in the process
Town Council. After det
negotiation parameters
proposal. We are hopefi
negotiation guidance by
will be very important to

Town Manager Memo December 8, 2011

thoughtful and thorough consideration for good policy and a preferred outcome for the community.

Meeting Management. Council Chair, Teresa Pierce, has asked me to facilitate the discussion in executive session on December 12, 2011. My role as facilitator will allow Councilor Pierce to concentrate more as a participant in the conversation and decision making process and not have the added responsibility of managing the meeting.

Summary Information and Suggested Thought Process. Attached to this memorandum, you will find several tables that will offer some guidance for you to consider as you process the various attributes, value, costs and benefits of each proposal. We will bring hard copies of these to the meeting. (Note: Some of these read best on 11 by 17 inch paper.)

- Table 1 lays the proposal options side by side regarding: Property sold, Purchase Price, Conditions to Closing, Proposed Uses, and Public Uses and Benefits. It is meant to give you a quick factual comparison.
- Table 2 is a list of Selection Criteria, previously created by the Town Council, and incorporated into the CFO. The response packages/material includes a great deal of supporting information which was developed in response to this list. We offer you this list in a table with space to consider and/or rank how you determine each response satisfies your expectation for each criteria. Feel free to use a system that best works for you (numerical ranking, low-medium-high,

#### Town Manager Memo

- What are the preferred choices by the Town Council?
- What are the negotiation parameters for staff?
- Hope for Council consensus.

#### Table 1: Proposal Comparison (Dec. 12)

Option #2

Entire 20 acre site including Lunt | Entire 20 acre site including both

Redfern

Option #1

Option #1

Lunt School and surrounding 7 acres

Friends School of Portland Option #2 Option #3 Option #4

Option #1 plus

Table 1: Proposal Comparison (rev. 1, Dec. 9, 2011)

Option #1

				sold	Lunt school and approximately 14.3 acres o land (with Town to retain ownership of Plummer-Mo Mason and 5.8 acres)	buildings	on Lunt	re zu äre inteinding born and Plummer Mott buildings adjacent land.	Lunt school and surrounding 7 scres (Parcel A on the attached site plan)	option #1 plus  "playing field" of  approximately 1.5  acres.  (Parcels A & B on  the site plan)	2.8 acre wooded trail, (Parcels A & C on the site plan)  This is also the option on the Redfern proposal.	Options #1, 2, & 3 plus five wooded acre trail (Parcels, A, B, C & D on the site plan)	LWCF restrict cannot be rei or amended, would agree purchase the School and p \$1.00/year le for the surrou 19.3 acres an provided maintenance leased prope
				Purchase Price	\$2,500,000	\$3,250,000		000,000 [\$1,300,000 from nds School of Portland for	\$1,100,000	\$1,200,000	\$1,300,000	\$1,475,000	\$800,000
				Price				cels A & C of the attached site					
	Ocean	View	Redfern					and \$700,000 from Redfern					
	Option #1	Option #2	Option #1					the Plummer-Motz building and aining approximately 10 acres.]					
Proposed Uses	<ol> <li>expansion of OceanView with additional cottages and lodge units;</li> </ol>	Same as Option #1 plus senior community center and moderate,	<ol> <li>Lunt School would be utilized as a school by</li> </ol>										
Uses	and (2) adult day care, healthcare,	affordable senior housing on	Friends School of Port	Conditions to Closing	<ol> <li>approval of 65%, 30 year credit enhancement TIF; (2</li> </ol>			Removal of the LWCF	<ol> <li>If required, a zone change to allow Friends School of Portland's use of</li> </ol>	Same as Option #1.	Same as Option #1.	Same as Option #1.	Same as Opti
	and offices, Alzheimer's facility, and	Plummer-Motz site and/or	2. The Plummer-Motz ar	to Closing	land use permits and	,		easement. Granting of an acceptable	the Lunt School.		Option #1.	Option #1.	
	moderate affordable senior housing in Lunt or addition thereto	educational, private school use	remaining 10 acres we be redeveloped to inc		approvals for the proposed			contract zone for the proposed	2. Removal of the LWCF restriction				
			a. Plummer building		uses; (3) rezoning of the property to the Retirement			developed. Acceptance of the purchase of	or purchase price will be reduced.  3. Preliminary inspection by the				
			redeveloped as commercial space		Community Overlay District	;	1	the Lunt School by the Friends	State Fire Marshall to ascertain				
			b. Mason/Motz buildir		(4) removal of the restriction			School of Portland per the	what, if any, modifications must				
			redeveloped as a		on the property imposed by the Land and Water	′		Friends School of Portland's separate proposal.	be made to accommodate a preschool program.				
			community building connection with dire		Conservation Fund grant of			Direction from the Town as to	4. Purchaser's ability to secure				
			from the Town of		1981; and (5) other custom conditions, including good	ary		its intent related to a potential community recreation center	financing.  5. Removal of temporary classrooms				
			Falmouth.		title.			at the Motz/Mason building.	on the site.				
			<ul> <li>Development of fou commercial building</li> </ul>					[Note: Town may purchase Motz/Mason back for					
			mixed-use buildings					\$325,000.]					
			"Town Green" – incl retail, office and					Per FSP proposal – Removal of					
			residential apartme					temporary classrooms on the site					
			d. Development of sixt	_			. "				<b>'</b>	_	
			townhouses, four of which would be on the										
			Green.										
			e. Development of seven										
Public Uses	(1) Substantial purchase price;	(1) Substantial purchase price;	single family homes.  1. Lunt School's continued	1 Fle	xible purchase price								
and	(2) Expansion of Town's largest	(2) Expansion of Town's largest	use as a school which is a		rsuant to the above								
Benefits	taxpayer and top 10 employer;	taxpayer and top 10 employer;	continued compatible us		tions.								
	substantially more new property taxes than any other use;	substantially more new property taxes than any other use;	in the neighborhood.  2. Redevelopment of the		eservation of the nt School and								
	(3) Lowest impact on Town schools	(3) Lowest impact on Town	Plummer-Motz property	to cor	ntinued use as an								
	and services;	schools and services;	a mixed-use residential a commercial developmen		ucational facility.								
	<ul><li>(4) Compatible with neighborhood; master planning;</li></ul>	(4) Compatible with neighborhood; master planning;	Expansion of the Town to		w impact on Town nools and services.								
	(5) Preservation of historic features;	(5) Preservation of historic	base with the	4. Co	ntinued								
	(6) Public outdoor trails and open space:	features; (6) Public outdoor trails and open	redevelopment of the Plummer Motz property.		mpatibility with ighborhood.								
	(7) Public events and performances	space;	Preservation of historic		en to a cooperative								
	and meeting space in Lunt;	(7) Public events and	features on both the Lun	t use	e with the Town of								
	<ul><li>(8) Senior housing and services;</li><li>(9) Healthcare and other offices;</li></ul>	performances and meeting space in Lunt;	building and Plummer building.		Mason Gym in change for Town use								
	(10) Adult day care;	(8) Senior housing and services;	Creation of a "Town Gree		Lunt School facilities								
	(11) TIF benefits;	(9) Healthcare and other offices;	market area.		d outside ball fields.								
	(12) Moderate affordable senior housing; and	(10) Adult day care; (11) TIF benefits;											
	(13) Land and buildings retained by	(12) Moderate affordable senior											
	Town for other public facilities.	housing; and											
		(13) Senior community center.											

Option #5

Same as Option #1.

In the event the LWCF restriction cannot be removed or amended, FSP would agree to purchase the Lunt School and pay \$1.00/year lease fee for the surrounding 19.3 acres and provided maintenance to the leased property.

#### Table 2: Selection Criteria from Call for Offer

Table 2: Selection Criteria from Call for Offer materials	OceanView	Redfern	Friends School
See page 26 of Offer Memorandum: "The Town Council will select a developer based on"			
Development Team Qualifications:			
The offeror has put together a complete development team able to take the project from concept to completion and has established a * clear delineation of roles.			
The identified individuals who will be working on this project have worked on similar projects and have the capacity and qualifications to * fulfill their responsibilities.			
Demonstrated experience of the development team in timely and successfully financing, operating and executing redevelopment projects.			
* Demonstrated experience working with the public sector in public/private real estate development projects.			
* Strong references from previous projects completed.			
* Indication that the entities within this development team have worked together successfully on previous projects.			
Redevelopment Proposal:			
* Thoughtful design concept and density.			
* Inclusion of sustainable and energy efficiency aspects.			
* Experience with the product type being proposed.			
* Understanding of the regulatory approval process.			
* Integration of the proposed project with, and positive impact on, surrounding uses and neighborhood.			
* Demonstration of the development team's understanding of the current market and community.			
Financial Analysis and Capacity:			
* Thoughtful cost estimates that are consistent with the project timeline for implementation and expectations of return.			
* Credibility of proposed economic assumptions.			
* Evidence of financial resources consistent with project requirements.			
* Demonstrated ability to finance similar sized projects.			
Proposal Conditions:			
* Conditions or requirements from the Town and/or other entities to complete the project.			

# Table 3: Financial Comparison (Dec. 12 numbers) - Net Purchase Price

Note: The information on this slide is not the same as in the final proposal recommended by the Council.

Table 3: Financial Comparison	Oceanview	Oceanview	F	Redfern	Redfern	Friends School	Friends School	Friends School	Friends School
	offer 1	offer 2		offer 1	offer 2	Offer 1	Offer 2	offer 3	RF offer
Property acquisition	14.3 acres + Lunt	20 acres + Plummer + Lunt		20 acres + lummer + Lunt	20 acres + Plummer only + Lunt	11.3 acres + Lunt	16.3 acres + Lunt	Lunt only	9.8 acres + Lunt
Purchase price	\$ 2,500,000	\$ 3,250,000	\$	2,000,000	\$ 1,675,000	\$ 1,400,000	\$ 1,475,000	\$ 800,000	\$ 1,300,000
Best guess at LWCF impact	\$ (750,000)	\$ (1,000,000)	\$(	(1,000,000)	\$ (800,000)	\$ (560,000)	\$ (810,000)	\$ -	-500000
NET PURCHASE	\$ 1,750,000	\$ 2,250,000	\$	1,000,000	\$ 875,000	\$ 840,000	\$ 665,000	\$ 800,000	\$ 800,000

# Table 3: Financial Comparison (Dec. 12 numbers) - Net taxes at build-out

Note: The information on this slide is not the same as in the final proposal recommended by the Council.

Table 3: Financial Comparison	Oceanview	Oceanview	Redfern	Redfern		Friends School	Friends School	Friends School	Friends School
	offer 1	offer 2	offer 1	offer 2		Offer 1	Offer 2	offer 3	RF offer
		1							
Development value	\$ 25,000,000	\$ 25,000,000	\$13,000,000	\$13,000,000		n/a	n/a	n/a	n/a
Tax rate per \$1000	\$ 12.92	\$ 12.92	\$ 12.92	\$ 12.92		n/a	n/a	n/a	n/a
Annual property taxes at build-out	\$ 323,000	\$ 323,000	\$ 167,960	\$ 167,960	!	\$ -	\$ -	\$ -	\$ -
Tax increment Financing (TIF) request	65% credit, 30 years, entire campus	65% credit, 30 years, entire campus	No TIF	No TIF		No TIF	No TIF	No TIF	No TIF
Annual TIF Impact (65%)	\$ (209,950)	\$ (209,950)	\$0	\$0		n/a	n/a	n/a	n/a
Annual Tax Valuation Impact (assume 50%)	n/a	n/a	\$ (83,980)	\$ (83,980)					
NET TAXES AT BUILD-OUT	\$ 113,050	\$ 113,050	\$ 83,980	\$ 83,980		\$ -	\$ -	\$ -	\$ -

# Table 3: Financial Comparison (Dec. 12 numbers) – Projected total net income

Note: The information on this slide is not the same as in the final proposal recommended by the Council.

Table 3: Financial Comparison	Oceanview	Oceanview	Redfern	F	Redfern	Friends School	Friends School		riends chool	Friends School
	offer 1	offer 2	offer 1		offer 2	Offer 1	Offer 2	C	offer 3	RF offer
Net Income Year 1	\$ 1,750,000	\$ 2,250,000	\$ 1,000,000	\$	875,000	\$ 840,000	\$ 665,000	\$	800,000	\$ 800,000
Total Net Income By Year 5 (assume build-out over year 2-5)	\$ 1,976,100	\$ 2,476,100	\$ 1,167,960	\$	1,042,960					
Total Net Income By Year 10	\$ 2,541,350	\$ 3,041,350	\$ 1,587,860	\$	1,462,860					
Total Net Income By year 20	\$ 3,671,850	\$ 4,171,850	\$ 2,427,660	\$	2,302,660					
Total Net Income By Year 30	\$ 4,802,350	\$ 5,302,350	\$ 3,267,460	\$	3,142,460					
Total Net Income By Year 40	\$ 6,417,350	\$ 6,917,350	\$ 4,107,260	\$	3,982,260					

### Table 4: Core Values

	Proposed Uses	Financial Return	Financial Risk	Community Uses
OceanView option 1				
OceanView option 2				
Redfern option 1				
Redfern option 2				
Friends School				
option 1-5				

#### December 12 Council Discussion

- Call for Offer Marketing Process (Boulos)
- Review Memo + 4 Tables
- Review 5 Possible Scenarios that Blend Proposals
- Council Q&A
- "Sticky Note" Exercise Each councilor selected their three top choices (ranked)

### Possible "Blend" Scenarios

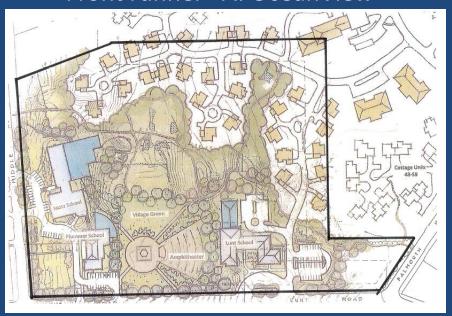


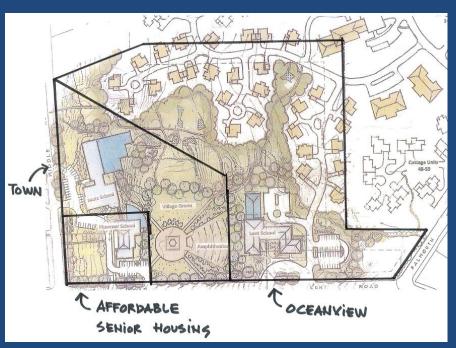
#### December 12: Preliminary Evaluation

- OceanView:
  - + price, proven product, village green
  - too large for some, limited uses
- Redfern:
  - + mixed uses, sustainable, Town green
  - commercial component has risk
- Friends School:
  - + limited impact on green space, price
  - no taxes, modest PILOT (payment in lieu)

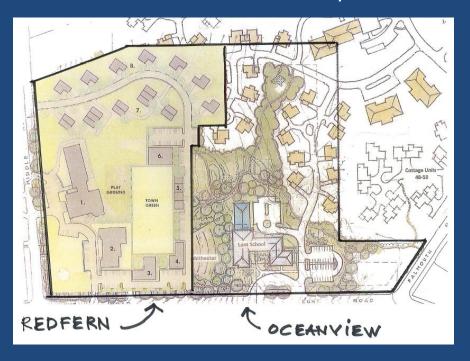
Three "front runner" scenarios emerged (out of 14 possibilities)....

#### "Front runner" A: OceanView





#### "Front runner" B: OceanView/Redfern



"Front runner" C: OceanView/Town

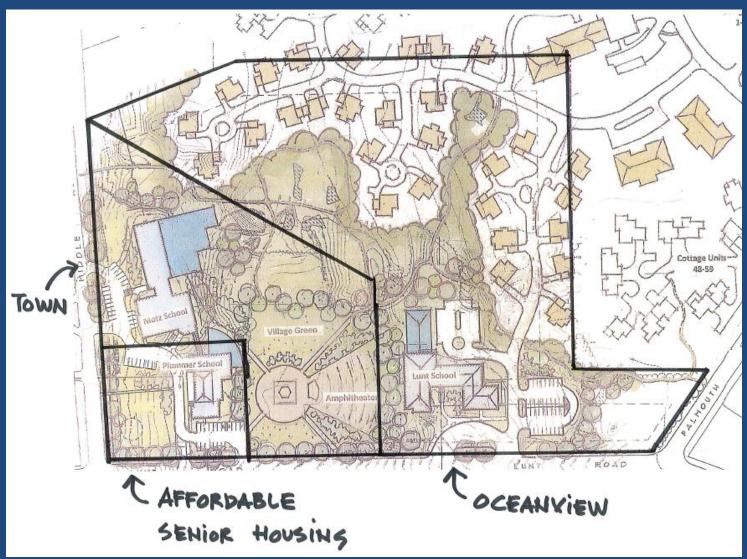
### Staff/Boulos Work – Dec. 13-19

- December 14: Follow up meetings with OceanView and Redfern
- Received follow-up correspondence:
  - Falmouth School Department, December 12
  - OceanView (increased price), December 15
  - Friends School of Portland ("pilot" consideration),
     December 16
  - Redfern (confidential tenant/broker interest)

#### Executive Session 2 – December 19

- Redfern makes Council presentation and fields Q&A
  - OceanView met with Council on July 11
- Council discussion moves to consensus on OceanView proposal – see below
- Council sets parameters for negotiation with OceanView

# December 19: Council preferred scenario – OceanView/Town



#### December 19 Evaluation

- OceanView
  - + price differential
  - + Mason-Motz option

- Redfern
  - limited tenant commitment, risk
  - need for additional development partner (OceanView or other)

# Staff/Boulos Work – Dec. 20-Jan. 9

• December 21: Staff/Boulos meet again with OceanView



#### Lunt & Plummer/Motz School Ocean View Deal

1. Purchase Price:

\$3,450,000 with payment made as follows:

\$3,250,000 for the entire parcel with the exception of the Mason/Motz School and Town Green area (approximately 6.5 acres) as identified on attached Exhibit A. The Town shall hold an option to "put" the remaining 3acre Mason/Motz property to the purchaser at a price of \$200,000 at any time within the first five (5) years of the initial closing by the Town providing

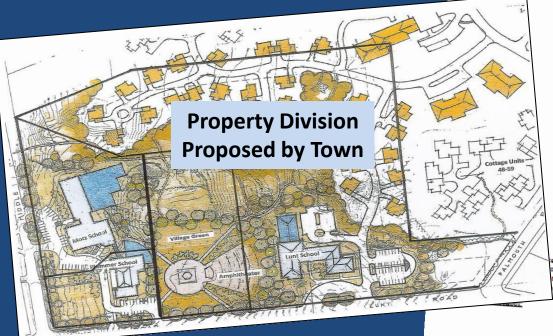
#### **Draft Term Sheet. December 21**

18, 2012 in er cannot commit

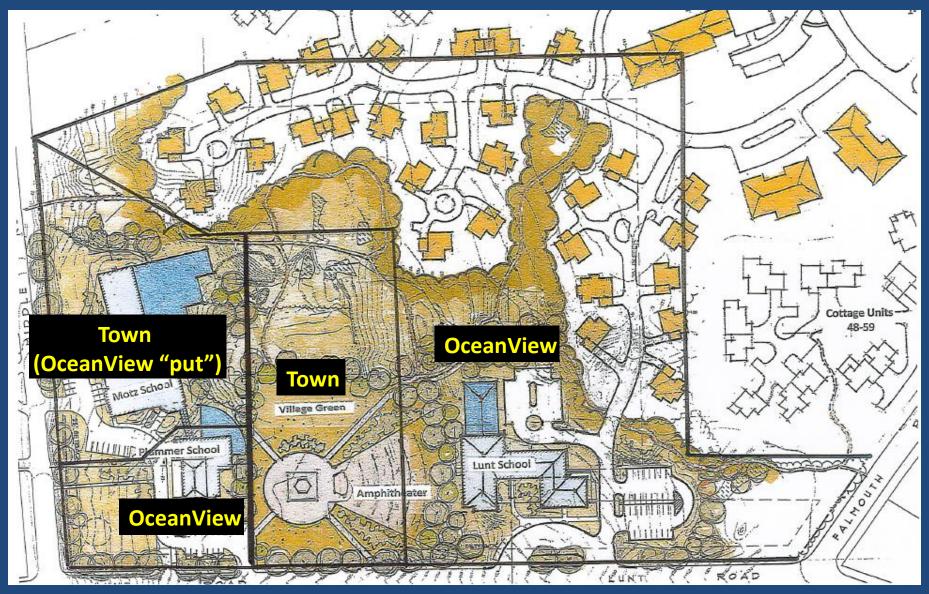
- a ) -approval of sale and related items by the Town Council by February 15.
- b) Local & State Permitting: Complete for Oceanview Expansion by December 31, 2012. Schedule for permitting of all other development TBD.
- seller to remove the LWCF conditions by (December 31, 2012. Schedule for removal of LWCF conditions on remaining area TBD.)
  - d) Commitment from Purchaser to save and enhance the façade on the
  - e) Commitment from Seller that the development of an auditorium in the Lunt School will be available in public/private partnership with the Town and other Town related entities having access to the auditorium
- f) Commitment from Seller to work in partnership with the Town regarding the 4) Commissioners from owner to work in partnership with the rown regard design of the "Village Green", such design to include at a minimum, a standard village green which would include such items as a playground, a gazebo, town meeting area and an area which may be suitable in the summer for a farmer's market or in the winter for a holiday tree lighting ceremony. The area would need to include parking and would be developed. maintained and paid for solely by Purchaser.
  - g) Commitment from Purchaser to protect Stone Circle Memorial at

Purchaser and Seller agree to work together for the creation of a mutually ement TIF in the event Purchaser decides to redevelop some part or all of the operties into a public venue which could include but not be limited to a community thing in this agreement will preclude the Town from developing a TIF with a not include a credit enhancement to the Purchaser.

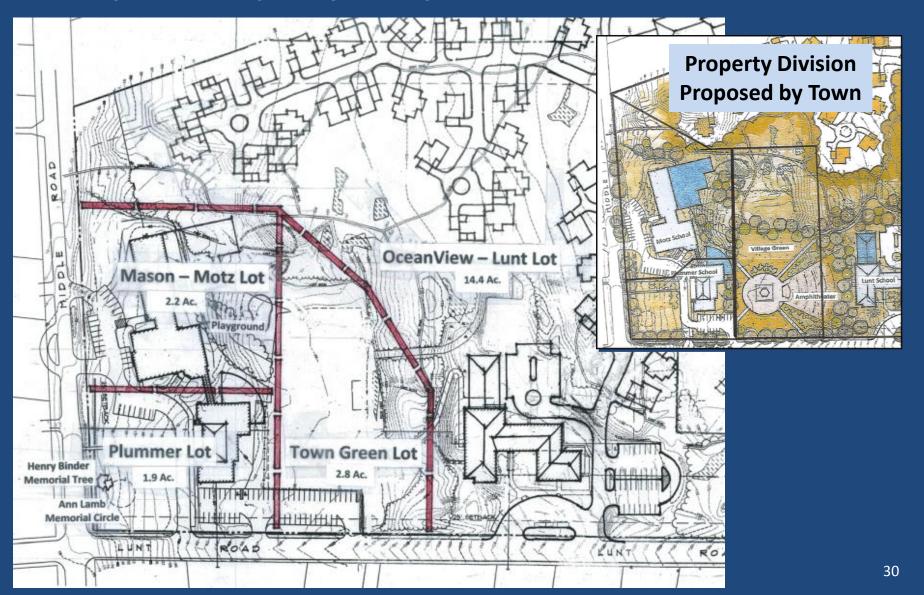
Commitment from Purchaser to develop the Plummer School as either affordable senior housing, workforce housing, an office building or community-based public use such as and not limited to a library or pool, etc.



## Proposed property division (Town)



#### Proposed property division (OceanView)



### Proposed Deal – 1. Price

- Purchase price: \$3,250,000 (no Credit TIF)
   [original offer for total site \$2,500,000 w/o TIF]
- Town retains Village Green and Mason/Motz property (exact division/acreage TBD)
- Town may sell Mason/Motz property to OceanView for additional \$200,000 within 5 years

### Proposed Deal – 2. Village Green

- "Village Green" to be developed, maintained and paid for solely by OceanView, but owned by Town
- Work with Town regarding design of "Village Green"
- Include at a minimum:
  - standard village green (no amphitheater),
  - playground,
  - gazebo,
  - town meeting area,
  - area which may be suitable in summer for a farmer's market or in winter for a holiday tree lighting ceremony,
  - parking

#### Proposed Deal – 3. Lunt Auditorium

- New auditorium in Lunt will be available to Town and Town-related entities.
- Town has access on a 40% basis
- Nominal cost for janitorial and security after hours.

### Proposed Deal – 4. Façades

 OceanView to save and enhance façades of Lunt and Plummer, if structurally sound as determined by 3<sup>rd</sup> party engineer.

## Proposed Deal – 5. Plummer

- Plummer School: OceanView or partner organization to develop as either
  - affordable senior housing,
  - workforce housing,
  - an office building, or
  - community-based public use such as, and not limited to:
    - a library,
    - pool,
    - etc.
- Protect Ann Lamb Memorial Circle and Henry Binder Memorial Tree

#### Proposed Deal – 6. TIF

- Proposed Deal is not contingent on approval of Tax Increment Financing (TIF) Agreement
- Both parties may, at later time, work on mutually beneficial <u>Credit Enhancement TIF</u>, if OceanView redevelops part or all of Plummer/Mason/Motz properties into a public venue, which could include, but not be limited to, a community center, library, or pool, or proposes other ideas not yet known.
- Town can develop <u>traditional TIF</u> with a development plan that does not include a credit enhancement to OceanView.

#### Proposed Deal – 7. Development

- Min. 36 new apartment units at main Lodge and/or new townhouse buildings
- Min. 35 new single family cottage units
- Min. 30 Alzheimer's assisted living beds at/near Lunt
- Offices, auditorium, meeting/event space, adult day care at Lunt

#### Proposed Deal — 8. Conditions

- Local and State Permitting for OceanView expansion to be completed by December 31, 2012
- LWCF (Land and Water Conservation Fund)
   Restrictions to be removed by Town by
   December 31, 2012 (see below)
- Agreement on all other matters outlined in the Purchase and Sales Agreement

# Land and Water Conservation Fund Restrictions

- \$20K LWCF grant in 1981 for outdoor recreational improvements came with development restriction covering entire Plummer-Motz and Lunt property in perpetuity.
- Any land to be sold to a private party requires "conversion" (or transfer) of the development restrictions to other Town-owned or to-be-acquired lands.
- Transfer is determined based on <u>appraised value</u> of land to be converted.
- Appraised value is to be determined and could be \$1,250,000.
- Conversion must be approved by National Park Service.

### **Proposed Financials**

Purchase price (excl. Mason-Motz)	\$	3,250,000
Best guess at LWCF impact	\$	(1,250,000)
Estimated CFO Transaction costs (real estate commission, legal, appraisal, other)	\$	(200,000)
NET PURCHASE	\$	1,800,000
Development value	\$	25,000,000
Tax rate per \$1000	\$	12.92
Annual property taxes at build-out	\$	323,000
Annual Tax Valuation Impact (assume 50%)	\$	(161,500)
NET ANNUAL TAXES AT BUILD-OUT		161,500
Year 1	\$	1,800,000
Total sale + net taxes by Year 5 (assume build-out over year 2-5)	\$	2,123,000
Total sale + net taxes by Year 10	\$	2,930,500
Total sale + net taxes by Year 20	\$	4,545,500
Total sale + net taxes by Year 30	\$	6,160,500

### Original proposal vs. negotiated deal

	ORIGINAL PROPOSAL	NEGOTIATED DEAL
Proposed	¢2 E00 000	¢2.2E0.000
purchase price TIF	\$2,500,000 No TIF	\$3,250,000  No TIF as part of purchase deal. May negotiate  TIF later (credit and/or traditional TIF) for additional Town \$ and/or civic use benefit
Acreage to be sold	21.3 acres	16.3 acres +/-
LWCF \$ impact	Maximum	Less than maximum
Lunt	Public events at Lunt	Public events at Lunt. 40% time. No/low cost.
Plummer	To be sold - uses TBD (can be civic)	To be sold - uses TBD (can be civic)
Village Green	To be sold - may include Town Green and amphitheater	Town-owned (2.8 acres). Village Green improvements and maintenance by OV incl. gazebo, playground, trees.
Mason-Motz	To be sold uses TBD (can be civic)	Town-owned (2.2 acres). Potential community recreation center. May decide to sell to OV for additional \$200,000

## Staff/Boulos/OceanView Work

- December 27: First draft P&S available
- Town Attorney review



#### Purchase and Sale Agreement

The Town of Falmouth, a municipality existing under the laws of the State of Maine (hereinafter the "Town") and Ocean View Retirement Community Limited Partnership, a Maine limited partnership

Purchase and Sale of the Property. On and subject to the terms and conditions of this Purchase and Sale Agreement (hereinafter this "Agreement"), the Town agrees to sell to OV, and OV agrees Furchase and sale Agreement (neremaner this "Agreement"), the fown agrees to sell to UV, and UV agrees to purchase from the Town, land adjoining property currently owned by OV as shown on Exhibit A hereto, to purchase from the 1 own, 1 and adjoining property currently owned by OV as shown on extroit A neresto, together with the former Plummer school building and the former Lunt School building, being all of the rogerise with the former running school outloing and the former runn school outloing, owing an of the property shown as Lot 3 on the Town's Tax Map U-27 and the property described in the deeds to the Town property snown as Lot 3 on the 10wn 5 1ax Map U-27 and the property described in the deeds to the 10wn recorded in the Cumberland County Registry of Deeds, Book 1342, Pages 367 and 437, but excluding the recorded in the Cumperiand County Registry of Deeds, Dook 1342, Fages 307 and 437, but excluding the parcel of land on which Mason Motz school is normer Mason Motz school building and also excluding the parcel of land on which Misson Motz school is located and also excluding the "Town Green", the boundaries of said Mason Motz parcel, said Town Green parcel and said parcels to be sold to OV to be substantially as shown on Exhibit A hereto, with the exact parcer and same parcers to be sold to OV to be substantianly as shown on Example A mereto, while boundaries thereof to be determined in accordance with the provisions of Section 4(a) of this Agreement property to be conveyed to OV being hereinafter called the "Property".

#### **Draft Purchase and Sales Agreement** (P&S), December 27

are usite hereof, such Deposit to be held in escrow by CBRE-The Boulos Company, as Escrow Agent, and deposited in an interest bearing account, with the Deposit and all interest earned thereon to be regent, and deposited in an interest bearing account, with the Deposit and all interest earned uncreon to be applied to the Purchase Price as Closing (as defined in Section 3 of this Agreement); and (b) the balance of appued to the Furchase Frace as Crossing (as defined in Section 3 of this Agreement), and (0) the bundance of the Purchase Price, by wire transfer, or by bank, law firm or title company check, or by certified check at

- Closing. This transaction shall be closed at the offices of Jensen Baird Gardner & Henry or Such other place in Cumberland County, Maine as designated by OV, and OV shall pay the Purchase Price as such other place in Cumperiand County, Maine as designated by OV, and OV snail pay the rurchase rince as provided in Section 2 hereof, and the parties hereto shall execute all necessary documents for the completion provided in Section 2 hereot, and the pairies neitro shall execute all necessary occuments for the completion of the purchase as set forth in Sections 4 and 5 of this Agreement, on the date that is 60 days after the date on or the purchase as set form in Sections 4 and 5 or this Agreement, on the date that 15 of days after the date on which all of the conditions described in Sections 5(b), (c), and (d) of this Agreement have been satisfied but in which an of the conditions described in Sections S(0), (c), and (d) of this regression have over satisfied our in any event not later than December 31, 2012 (provided, however, such date may be extended by OV or the any event not later than December 31, 2012 (provided, nowever, such date may be extended by UV or the Town in accordance with the provisions of Section 5 of this Agreement), or such earlier date as specified by OV by at least 3 days prior written notice to the Town (hereinafter the "Closing").
- Closing Documents. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to OV at Closing, the Town shall execute, acknowledge, as necessary, and this Agreement to be delivered to UV at Closing, the 10wn shall execute, acknowledge, as necessary, and deliver the following documents and such other documents as reasonably required to complete the transaction
- Transfer Documents. The Town shall execute, acknowledge and deliver to OV a Quitclaim (a) <u>Transfer Documents</u>. The flown snail execute, acknowledge and deliver to  $O_V$  a unitriann Deed with Covenant, conveying good and marketable fee simple title to the Property to  $O_V$ , free and clear of Deed with Covenant, conveying good and marketable ree simple rine to the Property to OV, tree and clear or all liens and encumbrances, and a Real Estate Transfer Tax Declaration of Value and any other documents as an nens and encumorances, and a read firstate fractions if an investment of value and any other documents as are reasonably necessary to convey the Property to OV at Closing. The Town shall convey the Property by a are reasonably necessary to convey the Property to UV at Closing. The Lowin shall convey the Property by a deed using a meter and bounds description of the Property based upon a survey to be prepared by a surveyor deed using a meres and bounds description or the Property based upon a survey to be prepared by a surveyor (acceptable to the Town and selected by OV) prior to the Closing (the "Survey"), the cost of which Survey

Proposed Property Plan **Falmouth Schools Property** 

#### Executive Session 3 – January 9

- Council review of:
  - Proposed Term Sheet
  - Draft Purchase & Sales Agreement
  - Proposed Property Map
- Agree to schedule Public Hearing for 1/23

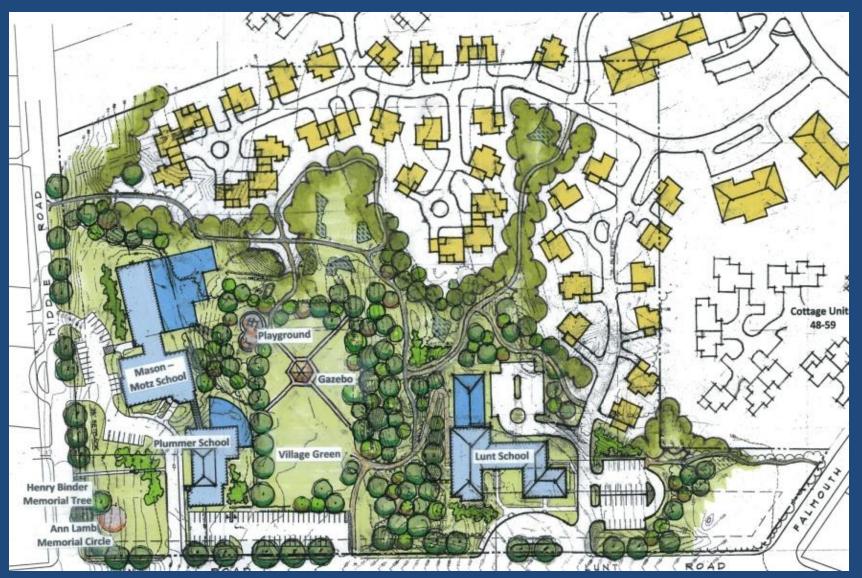
Please see Town website for a copy of these final documents at:

http://www.town.falmouth.me.us/Pages/Falmouth ME\_BComm/CommunityFacilitiesPlanningCom

# Documents available on Town website - http://www.town.falmouth.me.us/Pages/Falmouth ME\_BComm/CommunityFacilitiesPlanningCom

- 1. Call for Offer Prospectus
- 2. All three proposal packages and all amendments
- 3. Town Manager memo, December 8, and four tables
- 4. School Department letter, December 12
- 5. Proposed Deal Summary ("Term Sheet")
- 6. Draft Purchase and Sales Agreement incl. Exhibit A
- 7. Council recommendations report (this presentation)

#### Proposed Master Development Plan, January 2012



#### Next Step: Public Hearing - January 23

Council would like public input on two proposed draft actions:

- 1. Placement of net proceeds from PML property sale in Reserve Account for future community recreation center (with location/scope TBD), and
- 2. Approval of proposed Purchase and Sales Agreement with OceanView.

#### Possible Steps after Public Hearing

- 1. Council discussion
- 2. Council schedules orders:
  - placement of net proceeds in Reserve Account for future community recreation center
  - proposed Purchase and Sales Agreement with OceanView

#### Steps <u>after</u> Council Decision

- 1. Apply for LWCF Conversion Process
- Work with OceanView on Conceptual Master Plan
- 3. Adopt zoning amendments
- 4. Complete all other conditions of closing

#### Questions or Comments?

Please contact Town Staff regarding Plummer-Motz and Lunt School Project:



Theo Holtwijk, Director of Long-Range Planning, 699-5340, and/or

Nathan Poore, Town Manager, 781-5253