

## Work Plan for Plummer-Motz and Lunt Property

Draft: February 8, 2012

	Item	Description from P&S	Responsible Party	Target Schedule (or P&S deadline)	
1	<b>Existing Plans and Studies</b>	Within 15 days after the date of this Agreement, the Town shall provide to OV copies of the following documents relating to the Property in the Town's possession or under its control: (a) all surveys and plans for the Property; (b) building inspection studies, reports and evaluations relating to the Property; and (c) any environmental studies, reports or evaluations relating to the Property.	Town	P&S: February 15 <b>ITEM COMPLETED</b>	
2	<b>Underground Oil Storage Tank Certification</b>	The Town shall deliver to OV a written notice, in form and substance reasonably satisfactory to OV, which written notice shall certify either: (i) that to the best of the Town's knowledge, there is no underground oil storage facilities located on the Property, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there are any such facilities on the Property, that the facilities exist and shall disclose its registration number or numbers, the exact location of the facilities, whether or not it has been abandoned in place, and that the facilities are subject to regulation by the Maine Board of Environmental Protection.	Town	Provide notice in February	
3	<b>Land and Water Conservation Fund Restrictions</b>	All restrictions, encumbrances and covenants that restrict development of the Property for residential or commercial purposes or that limit its use in any way, including the terms of the Land and Water Conservation Fund grant of 1981 (NPS #23-00474) relating to use of the Property for public outdoor recreation use, shall be removed so that such restrictions, encumbrances and covenants no longer affect, encumber or bind the Property or the use thereof (and the Property shall be converted from public outdoor recreation use to the residential retirement community and development uses contemplated by this Agreement) by the Town and the applicable governmental agencies, including without limitation the National Park Service and the Maine Department of Conservation, at the expense of the Town and to the reasonable satisfaction of OV and its lender and title insurance company. The Town hereby agrees to make a good-faith effort to obtain removal of such encumbrances, restrictions and covenants. The Town agrees that it is obligated to spend or apply	Town	Determination of priorities for replacement property(ies)	February 13
				Delivery of School site appraisal by Cushman and Wakefield	mid February
				Meet with Mick Rogers to review eligibility of potential replacement properties	February 16
				Commission peer review of Plummer appraisal (obtain prices/schedule from Mick Rogers list of consultants)	by end of February
				Determination of replacement property(ies) to be appraised by Town	by end of February

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		proceeds from the Closing in an amount of up to \$1,500,000 to remove such encumbrances, restrictions and covenants. If the cost of removal of such encumbrances, restrictions and covenants exceeds \$1,500,000, the Town, at its option, may either terminate this Agreement by written notice to OV or may waive this condition and proceed to Closing. The Town also agrees to allow OV a reasonable notice and opportunity to participate in all efforts, conference calls and meetings with federal or state agencies and to copy OV on all correspondence with those agencies relating to efforts to remove such encumbrances, restrictions and covenants, as long as such participation does not delay the process.		If private properties are involved, place these properties under contract	by end of March
				Commission replacement property(ies) appraisal work (Cushman and Wakefield? Mick Rogers list?)	by end of March
				Preparation of draft Conversion application/review with Mick Rogers	complete by end of May
				Delivery of Replacement Property appraisal(s)	complete by the end of May
				Submission of Conversion application to State of Maine	June 2012
				Receive NPS approval	by October?
4	<b>Public-Private Partnership</b>	Possible public private partnerships for redevelopment of the Plummer Lot and/or Mason Motz Lot.	OV-Town	Explore in February-March, finalize by June	

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5	<b>Property Survey with cross easements</b>	The survey shall depict the the Lunt Lot and Plummer Lot parcels to be conveyed to OV, the Town Green Lot and the Mason Motz Lot to be retained by the Town and the easements described herein or contemplated hereby. The Property conveyed to OV shall also include cross easements for the benefit of the Plummer Lot, the Ocean View Lunt Lot, the Town Green Lot and the Mason Motz Lot over: (a) the Mason Motz Lot and Town Green Lot for utilities and storm water drainage and stormwater retention, (b) the Town Green Lot for easements for shared parking sufficient for the uses contemplated on the Plummer Lot, the Mason Motz Lot and the Town Green Lot, and (c) over the Mason Motz Lot, the Plummer Lot and the Town Green Lot (but not over the Ocean View Lunt Lot) for shared access, which easements shall not unreasonably interfere with the parties planned use of their respective parcels, and which shall be reasonably acceptable to Town and OV in all respects, such easements to be shown on the Master Plan. The survey shall be reviewed by the Town and if the Town fails to object to the exact boundaries of the Property, as shown on the survey, within 30 days of the receipt thereon, such survey shall conclusively determine the boundaries of the Property and easement rights to be conveyed by the Town to OV at Closing. If the Town provides a written objection to such boundaries within such 30 day period, the Town and OV shall meet promptly to agree on the exact boundaries of the Property and easement rights, and if the parties do not agree, the dispute shall be conclusively resolved by a neutral land planner selected by OV and the Town, taking into consideration the proposed or reasonably intended uses of each parcel by the parties hereto.	OV  Town to approve	Survey submit in April. (P&S: May 2)  P&S: Town objection within 30 days after submission
6	<b>Conceptual Master Plan</b>	Within 90 days from the date of this Agreement, OV shall provide a conceptual master plan (Master Plan) following consultation with the Town Manager of the Town and a survey of the Property.	OV	Master plan by June
7	<b>Town Green</b>	OV shall work cooperatively with the Town regarding the design of the Town Green Lot and the proposed uses thereof, such design to include at a minimum a playground, gazebo, and a green suitable for meetings, concerts, a farmer's market and winter holiday tree and lighting ceremony, and Ocean View shall construct and maintain the Town Green at OV's expense.	OV  Town to be consulted	Site plan by June

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<b>8</b>	<b>Facades</b>	OV shall preserve the Plummer School clock tower and the façade of the Plummer School facing Middle Road and the façade of the Lunt Road facing Lunt Road, with reasonable modifications for signage and building entrances, to the extent that the clock tower and those facades are found to be structurally sound by a 3 <sup>rd</sup> party engineer chosen jointly by OV and the Town who shall issue a written report for review by OV and the Town.	OV	Report by June	
<b>9</b>	<b>Auditorium</b>	An auditorium shall be built by OV in the former Lunt School building, which auditorium shall be available both for OV and for Town and Town related entities use, such uses to be by prior reservation on a first come first served basis, provided that if scheduling becomes a problem, the auditorium shall be reserved for the Town and Town related entities uses for 40% of the time. No fees shall be charged to the Town for such uses except that the Town shall be responsible for clean up and security in connection with any Town or Town related entity uses of the auditorium occurring on weekends, holidays or evenings or other hours outside of the normal OV business days during the week.	OV-Town	Agreement by June	
<b>10</b>	<b>Zoning amendments</b>	OV shall, within 90 days of the date of this agreement, deliver to the Town draft zoning amendments to accomplish the Master Plan for the Property, the Town Green Lot and the potential purchase and development of the Mason-Motz Lot and for the lawful conveyance of the lots as described in Section 1. The Town shall adopt any amendments to the Falmouth Zoning and Site Plan Review Ordinance that are reasonably requested by OV to achieve the development of the real estate as shown on the Master Plan.	OV-Town	Review draft amendment and Master Plan	21-Feb
				Review draft amendment and Master Plan	Week of March 5
				Review draft amendment and Master Plan	Week of March 19
				OV deadline for submission to Council	21-Mar
				OV presentation to Council	26-Mar
				OV deadline for amendment submission	3-Apr
				OV presentation of amendment	9-Apr
				Alternate date for OV presentation	23-Apr

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				PB review/MRA hearing	1-May
				Amendment hearing Council	14-May
				Ordinance adoption Council	30-May
<b>11</b>	<b>Approvals</b>	OV shall have obtained from the Maine Department of Environmental Protection, the Army Corps of Engineers, if applicable, and from the Town (and its Code Enforcement Office, Planning Board, Board of Zoning Appeals and Town Council) all necessary land use and zoning approvals (including, without limitation, subdivision and site plan approval from the Falmouth Planning Board) in order to develop: Lodge Expansion, the Cottages Expansion, and the Lunt Project	OV  Local approvals: Town	By October	
<b>12</b>	<b>Removal of Personal Property/Waste</b>	Town shall remove all of its personal property, waste and debris from the Property and shall leave the Property in a clean and orderly condition.	Town	By June	
<b>13</b>	<b>Title</b>	Town shall have 180 days from notice of any title defect to remedy the defect.	OV-Town	P&S: 180 days from notice	
<b>14</b>	<b>Financing</b>	OV shall have obtained a commitment or Letter of Intent to provide financing.	OV	P&S: July 30	
<b>15</b>	<b>Inspections</b>	OV shall have right to enter the Property to conduction inspections until this time.	OV	P&S: July 30	