

## Status of Purchase and Sale Contract Items Concerning Plummer-Motz and Lunt Property

Draft: November 21, 2012

Item	Description from P&S	Responsible Party	Target Schedule (or P&S deadline)	
<b>1</b>	<b>Existing Plans and Studies</b>	Town	<b>ITEM COMPLETE</b>	February 15
<b>2</b>	<b>Underground Oil Storage Tank Certification</b>	Town	Notice provided to Matt Teare on February 8, 2012 <b>ITEM COMPLETE</b>	February 8
<b>3</b>	<b>Land and Water Conservation Fund Restrictions</b>	Town	Determination of priorities for replacement property(ies) <b>ITEM COMPLETE</b>	February 13
			Delivery of School site appraisal by Cushman and Wakefield <b>ITEM COMPLETE</b>	mid February
			Meet with Mick Rogers to review eligibility of potential replacement properties <b>ITEM COMPLETE</b>	February 16
			Commission peer review of Plummer appraisal (obtain prices/schedule from Mick Rogers list of consultants) <b>ITEM COMPLETE</b>	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.		Determination of replacement property(ies) to be appraised by Town – get NPS for these sites. <b>ITEM COMPLETE</b>	by end of February
				If private properties are involved, place these properties under contract <b>ITEM COMPLETE</b>	by end of March
				Commission replacement property(ies) appraisal work <b>ITEM COMPLETE</b>	by end of March
				Site walk with Mick Rogers <b>ITEM COMPLETE</b>	March 27
				Site walk with appraiser Christine Hume <b>ITEM COMPLETE</b>	April 10
				Preparation of draft Conversion application/review with Mick Rogers <b>ITEM COMPLETE</b>	November
				Delivery of Replacement Property appraisal(s) - NFCF - Brown - Reiche - 100 Acre Woods - Partial Brown parcel <b>ITEM COMPLETE</b>	October
				Peer review of appraisals <b>ITEM COMPLETE</b>	October
				Letter Mick Rogers regarding property closing and financing (see also item 14) <b>ITEM COMPLETE</b>	October

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				Submission of Conversion application to State of Maine <b>ITEM COMPLETE</b>	November 2012
				Receive NPS approval <b>PENDING</b>	<b>2013</b>
4	<b>Public-Private Partnership</b>	The Town and OV also agree to discuss and explore, without undertaking any obligations herein, possible public private partnerships for redevelopment of the Plummer Lot and/or Mason Motz Lot, which may include both private uses and public uses such as, but not limited to, communities facilities and programs, a library and/or a pool. If no public private partnerships are entered for redevelopment of the Plummer Lot and/or Mason Motz Lot, then the Plummer Lot shall be used for private uses and/or public uses, as determined appropriate by OV and consistent with the re-zoning to be approved prior to Closing, such as senior housing, work force housing, offices, senior center, school, library, other uses as set forth in the Redevelopment Proposal submitted by OV to the Town on November 29, 2012, or any combination of such uses. All of the obligations of OV set forth in this Section 10 shall survive the Closing and the delivery of the deed.	OV-Town	Concept Floor Plans have been prepared by OV for Plummer and Motz. The Plummer Plan is in review by Library Board. <b>PENDING</b> <b>Post Closing Agreement</b>	<b>December 10 Council Review</b>
				Draft financial Proposal Public-Private partnership for Plummer and Motz is being finalized. <b>PENDING</b> <b>Post Closing Agreement</b>	<b>December 10 Council Review</b>

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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	<p>Survey submit in April. (P&amp;S: May 2)</p> <p>P&amp;S: Town objection within 30 days after submission</p> <p>Town formally “objected” on April 23, 2012.</p> <p>Submission of revised Boundary Survey and Easement Plan forthcoming by OceanView.</p> <p><b>PENDING</b></p>	
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 approved by Council <b>ITEM COMPLETE</b>	
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	OV  Town to be	Phase 1 Design <b>ITEM COMPLETE</b>	

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		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.	consulted	Phase 2 Design to be completed when Public-Private Partnership is finalized <b>PENDING</b> Post Closing Agreement	2013
8	Facades	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	To be completed as part of public-private partnership <b>PENDING</b> Post Closing Agreement	2013
9	Auditorium	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	Auditorium plan to be submitted to Town by early December <b>PENDING</b> Post Closing Agreement	December
10	Zoning amendments	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 <b>ITEM COMPLETE</b>	21-Feb
				Review draft amendment and Master Plan <b>ITEM COMPLETE</b>	Week of March 5
				Review draft amendment and Master Plan <b>ITEM COMPLETE</b>	Week of March 19
				OV deadline for submission to Council <b>ITEM COMPLETE</b>	21-Mar

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				OV presentation to Council <b>ITEM COMPLETE</b>	9-Apr
				OV deadline for amendment submission <b>ITEM COMPLETE</b>	19-Apr
				OV introduction of amendment <b>ITEM COMPLETE</b>	23-Apr
				PB review/MRA hearing <b>ITEM COMPLETE</b>	1-May
				Amendment hearing Council <b>ITEM COMPLETE</b>	14-May
				Ordinance adoption by Council <b>ITEM COMPLETE</b>	30-May
11	Approvals	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	Falmouth Planning Board approval. Add conditions of approval for landscaping. <b>PENDING</b>	December 4
				Maine Department of Environmental Protection <b>PENDING</b>	Mid December
				Army Corps of Engineers approval - not required <b>ITEM COMPLETE</b>	
12	Removal of Personal Property/Waste	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	Town auction of personal property items has been completed. <b>ITEM COMPLETE</b>	April 27
				Disposition of modular classrooms. Removal (and possible reuse) will be done by Schiavi. <b>PENDING</b>	December 21
13	Title	Town shall have 180 days from notice of any title defect to remedy the defect.	OV-Town	P&S: 180 days from notice <b>ITEM COMPLETE</b>	

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<b>14</b>	<b>Financing</b>	OV shall have obtained a commitment or Letter of Intent to provide financing.	OV	State of Maine letter (Mick Rogers) was approved by OceanView attorney. <b>ITEM COMPLETE</b>	July 30
<b>15</b>	<b>Inspections</b>	OV shall have right to enter the Property to conduction inspections until this time.	OV	<b>ITEM COMPLETE</b>	July 30