

Amended and Restated Development Agreement

Ocean View Retirement Community Limited Partnership, a Maine limited partnership (hereinafter “Ocean View”) and the Town of Falmouth, a municipality existing under the laws of the State of Maine (hereinafter the “Town”) hereby agree as of this ___ day of May, 2016 to amend and restate the Development Agreement, dated December 2, 2015 between the Town and Ocean View as follows:

Whereas, on February 13, 2013, the Town sold to Ocean View the former Lunt School and the former Plummer School in Falmouth and related land, and the Town retained ownership of the former Mason/Motz School and related land;

Whereas such sale contemplated the creation of certain public/private partnerships between the Town and Ocean View relating to such properties, which have been completed other than additional landscaping of the Town Green, including: (a) the construction and ongoing maintenance by Ocean View, of a “Town green”, subject to additional landscaping and site improvements yet to be determined, located on Lot H which is owned by the Town and shown on the 11th Amended Subdivision Plat, Plummer, Lunt & Motz School Properties made for Ocean View Retirement Community Limited Partnership and Ocean View at Lunt School, LLC by Titcomb Associates, dated September 4, 2012, as revised through July 1, 2014, and recorded in the Cumberland County Registry of Deeds, Plan Book 214, Page 323 (the “Plan”); (b) the preservation of the façade of the former Lunt School (which is located on Lot K as shown on the Plan), with reasonable modifications for signage and building entrances; and (c) construction and operation of an auditorium in a portion of the former Lunt School building located on Lot K shown on the Plan, which auditorium is available for use by Ocean View, the Town, Town-related entities use and others;

Whereas the Town has located its Community Programs Department and associated Activity Center in the former Mason-Motz School located on Lot F shown on the Plan, which lot is owned by the Town;

Whereas, Ocean View has requested that the Town convey a portion of Lot H as shown on Exhibit B hereto to Ocean View to facilitate redevelopment of the former Plummer School and construction of an addition thereto for use as an affordable senior housing project as described herein;

Whereas, the Town has requested that Ocean View make certain additional improvements to the Town-owned Lot H and convey a portion of Lot G to the Town as shown on Exhibit B hereto, and covenant that the apartments in the building and proposed addition on Lot G be rented on terms consistent with the affordability guidelines of the MSHA Affordable Housing TIF program, and create a public easement over the walking trails that surround the storm water detention pond that exists along the boundary of Lots E and H; and

Whereas the parties on December 2, 2015 entered a Development Agreement and the parties now wish to enter into this Amended and Restated Development Agreement, with the

changes to the December 2 2015 Development Agreement being highlighted herein, relating to further development and use of such properties;

Now, therefore, Ocean View and the Town hereby agree as follows:

1. Ocean View agrees to construct the following improvements either within 1 month upon issuance of a Certificate of Occupancy (“CO”) of the Plummer Senior Housing Project (if the CO is issued between May 9, 2016 and September 30, 2016 or between April 1, 2017 and September 30, 2017 or between April 1, 2018 and September 30, 2018), or by the following June 30 (if the CO is issued between October 1 and March 31 of any year): (a) landscaping / hardscaping to complete the Town green, (b) landscaping / hardscaping to create a pocket park with paths, benches and additional plantings, and (c) a patio / sitting area located between and shared by the Plummer Senior Housing and Falmouth Community Programs, with an easement being granted to the Town for use of such improvements to the extent located in the area between the former Mason Motz school and the former Plummer school. These improvements are represented in a conceptual context on the master plan for the property, a copy of which is attached hereto as Exhibit A, with the details of a final landscaping and hardscaping plan for the Village Green and general surrounding area to be agreed upon by the Town and Ocean View by September 1, 2016, provided, however, that the changes shall not increase the estimated \$35,000 cost of such work. To the extent that any of the work described above is located on property owned by the Town, the Town hereby consents to the construction and maintenance of such improvements by Ocean View, and the construction schedule for such work shall be as mutually and reasonably agreed to by Ocean View and the Town.

2. The Town agrees to convey to Ocean View, by deed in the form attached hereto as Exhibit B-1, upon approval by the Falmouth Planning Board of an amendment to the Plan amending the lot lines to permit such conveyance, the portion of Lot H as shown on Exhibit B and as described in the deed attached hereto as Exhibit B-1 hereto. Ocean View agrees to convey to the Town by deed in the form attached hereto as Exhibit B-2, upon approval by the Town of Falmouth Planning Board of an amendment to the Plan permitting such conveyance (and Ocean View and the Town shall use their best efforts to obtain such approval as soon as is reasonable), the portion of Lot G described in Exhibit B-2 hereto and as shown on Exhibit B hereto. Such properties shall be conveyed by Quitclaim Deed with Covenant, conveying good and marketable fee simple title to such properties, free and clear of all liens and encumbrances. The property to be conveyed by Ocean View to the Town pursuant to Exhibit B-2 shall be subject to a covenant and easement obligating Ocean View, and its successors and assigns, to keep and maintain such property in an attractive, park like condition for as long as requested by the Town, and to maintain the Lamb Memorial Outdoor Classroom and the Binder Memorial Tree.

3. Ocean View covenants and agrees with the Town that all of the apartments to be constructed in the building and addition thereto located on the land to be conveyed to Ocean View pursuant to Exhibit B-2 hereto and in the former Plummer School located on Lot G as shown on the Plan shall be rented in perpetuity in accordance with the Housing for Older Persons Act at rents that meet the affordability guidelines of the MSHA Affordable Housing TIF program. Ocean View as set forth in Exhibit B-2 hereto, and the Town further agree that each will work in cooperation with each other if the Town decides to pursue an actual Affordable

Housing TIF for the property. Proceeds from the TIF may be used for anything that meets the TIF program guidelines, as the Town may determine in its sole discretion, including funding of the proposed Falmouth Senior Community Center and other elements of the Falmouth Community Programs Center located at the Mason-Motz facility, and which may also include, if agreed to by the Town and Ocean View, provisions for an additional subsidy to apartments within the former Plummer School building and the addition thereto, in order to make the rents, or some of them affordable to persons at levels below the affordability guidelines in the MSHA Affordable Housing TIF Program.

4. In addition, on the terms set forth in Exhibit B-3, Ocean View will convey an easement to the Town for public access over the existing walking trails and the walking trails to be constructed that are located within approximately 60 feet adjoining the storm water management basin detention pond located on the boundary of Lots E and H so that the general public can access the walking trails around said storm water pond at the top of the Village Green (currently the property line cuts right through the pond).

5. The deeds to be exchanged as set forth in Exhibit B-1 and Exhibit B-2 hereto shall also modify the parking rights of the parties as set forth therein.

6. The parties shall also enter an Easement and Agreement relating to a propane tank fill station, utilities and sidewalk, in the form attached hereto as Exhibit B-4.

In Witness Whereof, the Town of Falmouth and Ocean View Retirement Community Limited Partnership have caused this Agreement to be executed, by their duly authorized officers, as of this ___ day of _____, 2016.

Town of Falmouth

By: _____
Nathan Poore, Its Town Manager

Ocean View Retirement Community Limited Partnership
By: Ocean View Management Company, Its General Partner

By: _____
John B. Wasileski, Its President

Exhibits

Exhibit A: Revised OVRC Conceptual Master Plan

Exhibit B: Plan and legal description for the portion of land to be conveyed by Town to Ocean View and by Ocean View to the Town

Exhibit B-1 Form of Deed from Town to Ocean View

Exhibit B-2 Form of Deed from Ocean View to the Town

Exhibit B-3 Form of Easement Deed from Ocean View to the Town

Exhibit B-4 Easement and Agreement

Exhibit B Plan showing parcels to be conveyed

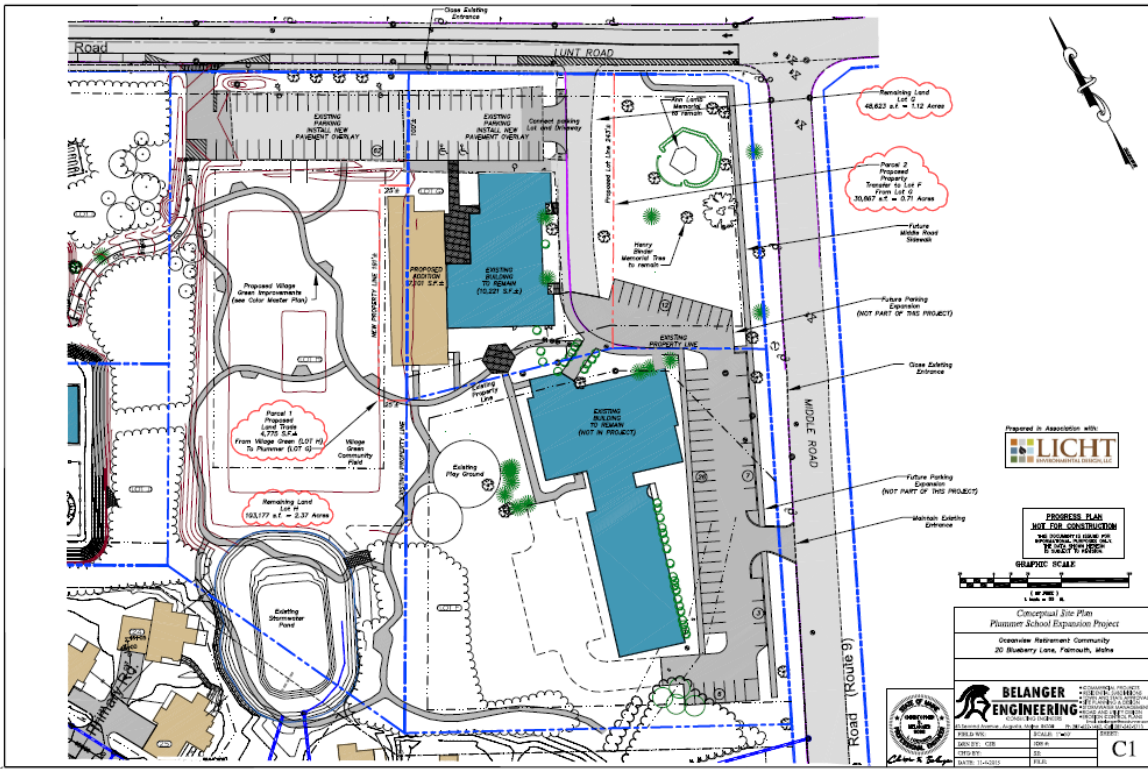


Exhibit B-1

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Falmouth, a municipality existing under the laws of the State of Maine (“Grantor”) for consideration paid, grants to Ocean View Retirement Community Limited Partnership, a Maine limited partnership, its successor and assigns (“Grantee”), whose mailing address is 22 Blueberry Lane, Falmouth, ME 04105, with **QUITCLAIM COVENANT**, the property, located in the Town of Falmouth, County of Cumberland, State of Maine, bounded and described as follows:

[insert legal description of property conveyed approximately 4775 square feet of land]

Together with and also hereby granting an easement over Lot H shown on the Plan for access to the property herein conveyed and said Lot G for purposes of grading, construction and maintenance of the improvements to be located by Grantee on Lot G and the land herein conveyed. The rights and easements granted in the deed from the Town of Falmouth to Ocean View Retirement Community Limited Partnership, dated February 27, 2013, and recorded in said Registry, Book 30428, Page 7 shall also benefit the premises herein conveyed and Grantor hereby grants such rights and easements to Grantee, its successors and assigns.

Grantor further agrees and grants to Grantee, its successors and assigns, the perpetual right and easement granting to Grantee, its successors and assigns, and its residents of the former Plummer School, the exclusive right to park in an additional 16 parking spaces located on the northerly side of the former Plummer School building and on the adjoining Lot H, thereby bringing the number of parking spaces reserved for the exclusive use of Grantee, its successors and assigns and its residents to 26 spaces. In consideration of this change, Grantee has granted additional exclusive parking rights to Grantor on the Plummer Lot by deed of even date herewith recorded herewith. Accordingly, the provisions of Section III B of the deed from the Town of Falmouth to Ocean View Retirement Community Limited Partnership, dated February 27, 2013, and recorded in said Registry, Book 30428, Page 7, are hereby modified in their entirety to provide:

B. Parking on portion of Plummer Lot: Grantor hereby excepts and reserves the following rights, in common with Grantee, its successors and assign, for the benefit of the general public, to use parking spaces and access lanes located on the portion of the Plummer Lot labeled as Access/Parking Easement (#6) on the Plan provided, however, that Grantee, as the owner of Plummer Lot, its successors and assigns, may reserve within such portion of the Access/Parking Easement (#6) located on the Plummer Lot and the adjoining portion of Lot H as shown on said Plan, if reasonably necessary for leasing and operation of the Plummer Lot or if required by the Town of Falmouth Planning Board, up to 26 parking spaces for the exclusive use by tenants and other visitors and invitees of the Plummer Lot. **The parking spaces reserved for the exclusive use of Grantee, its successors and assigns, are labelled as “parking spaces for the exclusive use of (Plummer) lot G” on the 12th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties,**

made for Ocean View Retirement Community Limited Partnership et al, by Titcomb Associates, dated September 4, 2012 as revised through ____, 2016 and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____.

Covenants of Grantee: Grantee covenants and agrees with Grantor, as covenants running with the land herein conveyed and with Lot G as shown on the 12th Amended Subdivision Plat, Plummer, Lunt & Motz School Properties made for Ocean View Retirement Community Limited Partnership and Ocean View at Lunt School, LLC by Titcomb Associates, dated September 4, 2012, as revised through _____, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____ (the "Plan") that all the proposed apartments in the building and addition thereto to be constructed by Grantee on the land herein conveyed to Grantee and in the former Plummer School located on Lot G as shown on the Plan shall be rented in accordance with the Housing for Older Persons Act in perpetuity to households whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 412, 50 Stat. 888, Section 8, as amended in accordance with the affordability guidelines of the Maine State Housing Authority Affordable Housing TIF program.

IN WITNESS WHEREOF, the Town of Falmouth, has caused this instrument to be signed and sealed in its name by Nathan Poore, its Town Manager, thereunto duly authorized, this ____ day of _____, 2016.

WITNESS:

Town of Falmouth

By: _____

Name: Nathan Poore

Title: Town Manager

Ocean View Retirement Community
Limited Partnership

By: Ocean View Management Company, Its
General Partner

By: _____

John B. Wasileski, Its President

STATE OF MAINE
CUMBERLAND, ss.

_____, 2016

Then personally appeared the above named Nathan Poore, Town Manager of the Town of Falmouth, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Falmouth, before me,

Attorney at Law/Notary Public

Printed Name: _____

Exhibit B-2

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that Ocean View Retirement Community Limited Partnership, a Maine limited partnership (hereinafter “Grantor”) for consideration paid, grants to the Town of Falmouth, a municipality existing under the laws of the State of Maine, its successor and assigns (“Grantee”), with **QUITCLAIM COVENANT**, the property, located in the Town of Falmouth, County of Cumberland, State of Maine, bounded and described as follows:

[insert legal description of property conveyed approximately 30867 square feet of land]

Covenants and Easements: Grantee covenants and agrees with Grantor, as covenants running with the land herein conveyed and for the benefit of the adjoining property owned by Grantor, that: (a) the Ann Lamb (stone circle) Memorial located on the property herein conveyed shall be preserved and shall not be altered or removed; and (b) the Henry Binder Memorial Maple Tree located on the property herein conveyed shall be preserved to the extent reasonable, and (c) as long as requested by the Town, the property herein conveyed shall be kept and maintained by Grantor, its successors and assigns in an attractive, park like condition and that no buildings or improvements shall be constructed thereon, and (d) Grantee, its successors and assigns shall not construct any buildings thereon, provided that Grantee, its successors and assigns may construct and use parking areas, lighting, signs, drives, utilities and other site improvements on the property conveyed herein at any time after the date that is five years after the date that Grantor places in service its housing for older persons use of the former Plummer School on lot G, such placed in service date to be conclusively evidenced by issuance of a certificate of occupancy by the Town of Falmouth to Grantor for such project.

Grantor hereby grants to Grantee, its successors and assigns, the perpetual rights and easements to use the hardscape and patio area to be constructed by Grantor in the area between the former Mason Motz school and the former Plummer School as shown on the 12th Amended Subdivision Plat, Plummer, Lunt & Motz School Properties made for Ocean View Retirement Community Limited Partnership and Ocean View at Lunt School, LLC by Titcomb Associates, dated September 4, 2012, as revised through _____, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____.

Grantor hereby excepts and reserves the following perpetual rights and easements for the benefit of the adjoining property (the former Plummer School lot G) owned by Grantor, its successors and assigns (including the premises added thereto by deed of even date from Grantee to Grantor):

A. Access: The right to pass and repass on foot and with vehicles at any and all times together with the right to enter from time to time over the driveway located on the premises herein conveyed running from Lunt Road southeasterly of the existing former Plummer School building and to install, construct, improve, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve or relocate such access over such premises, provided, however, that the owner of Lot G, its successors and

assigns, shall have the right to relocate such access way from time to time in such manner and location as may be approved by the Town, which approval shall not be unreasonably withheld.

B. Utilities; Parking and Drainage: The rights to construct, maintain, improve, use, repair, rebuild, replace and relocate (any relocation of the access drives and parking areas to be in such manner and location as may be approved by the Town, which approval shall not be unreasonably withheld) from time to time drives, parking areas (except as otherwise hereinafter provided with respect to exclusive parking rights granted by Grantor to Grantee hereinbelow) and spaces, pedestrian access areas, drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances over the premises herein conveyed, and to flow and direct water into such areas running to Middle Road, together with the right to construct, maintain, improve, use, repair, rebuild, replace and relocate from time to time any and all utility lines, conduits, pipes and mains, and wires with all necessary fixtures and appurtenances through or under the premises herein conveyed for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting power, communications, drainage, water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises as deemed appropriate by Grantor, its successors and assigns.

C. Landscaping. The right to enter the premises herein conveyed to landscape, use and maintain such lot and construct and maintain signs thereon, including the rights to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same from time to time in order to fulfill the maintenance covenants of Grantor that remain with the property conveyed hereby.

D. Related Rights: The right in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees and bushes to such extent as in the judgment of Grantor, its successors and assigns, is reasonably necessary or appropriate for any of the above described purposes.

Grantor hereby grants to Grantee, its successors and assigns, the perpetual right and easement granting to Grantee, its successors and assigns, the exclusive right to park in an additional 17 parking spaces located on the easterly side of the former Plummer School building and as generally shown on the plan captioned Ocean View Parking Plan Figure 1, dated April 5, 2016, prepared by Belanger Engineering in association with Licht Environmental Design LLC, a copy of which is attached hereto. **The parking spaces reserved for the exclusive use of Grantee, its successors and assigns, are labelled as “parking spaces for the exclusive use of (Mason Motz) lot F” on the 12th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties, made for Ocean View Retirement Community Limited Partnership et**

al, by Titcomb Associates, dated September 4, 2012 as revised through ____, 2016 and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____.

IN WITNESS WHEREOF, the said Ocean View Retirement Community Limited Partnership, by its duly authorized general partner, thereunto duly authorized, has executed and delivered this deed as of this __ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

Ocean View Retirement Community
Limited Partnership
By: Ocean View Management Company,
Its General Partner

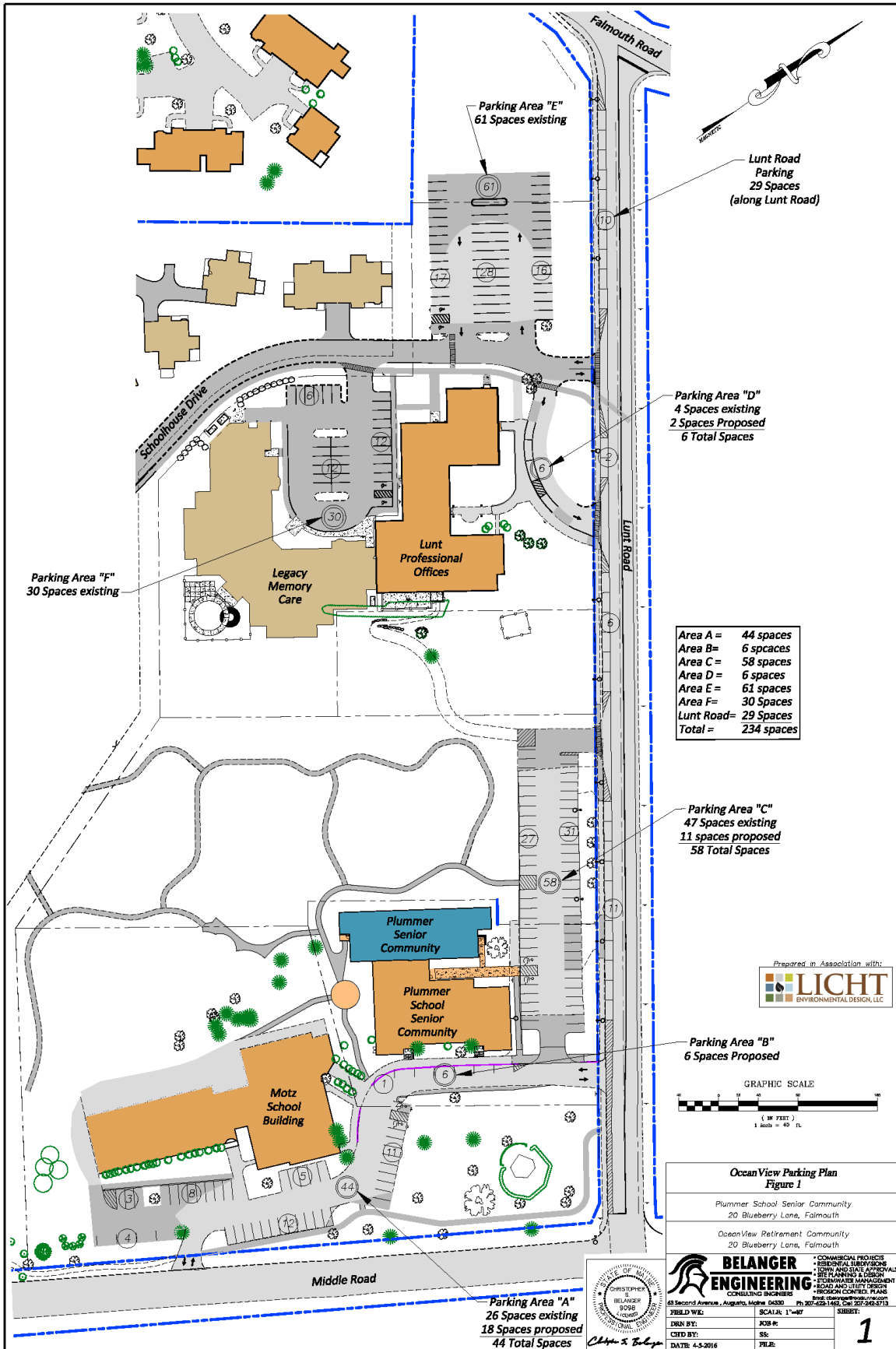
By: _____
Name: John B. Wasileski, Its President

STATE OF MAINE
CUMBERLAND, ss.

_____, 2016

Then personally appeared the above named John B. Wasileski, President of Ocean View Management Company, General Partner of said limited partnership, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited partnership, before me,

Attorney at Law/Notary Public
Printed Name: Ronald Epstein



**Exhibit B-3
EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS that Ocean View at Lunt School, LLC, a Maine limited liability company (hereinafter “Grantor”) for consideration paid, grants to the Town of Falmouth, a municipality existing under the laws of the State of Maine, its successor and assigns (“Grantee”), with **QUITCLAIM COVENANT**, a perpetual easement for public access over the existing walking trails and walking trails to be constructed, as located and relocated from time to time, adjoining the detention pond located on the boundary of Lots E and H (as shown on the 12th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties, made for Ocean View Retirement Community Limited Partnership et al, by Titcomb Associates, dated Setepmber 4, 2012 as revised through ____, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book ____, Page ____), so that the general public can access for walking and running, during daylight hours, the walking trails located on Lot E that are within 60 feet of the storm water management basin detention pond located at the southwesterly end of Lot H and the northwesterly end of Lot E.

IN WITNESS WHEREOF, the said Ocean View at Lunt School, LLC, by its duly authorized Manager, thereunto duly authorized, has executed and delivered this deed as of this __ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

Ocean View at Lunt School, LLC
By: Ocean View Management Company,
Its Manager

By: _____
Name: John B. Wasileski, Its President

STATE OF MAINE
CUMBERLAND, ss.

_____, 2016

Then personally appeared the above named John B. Wasileski, President of Ocean View Management Company, Manager of said limited liability company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company, before me,

Attorney at Law/Notary Public
Printed Name: Ronald Epstein

Exhibit B-4
EASEMENT DEED AND AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the Town of Falmouth, a municipality existing under the laws of the State of Maine (“Grantor”) for consideration paid, grants to Ocean View Retirement Community Limited Partnership, a Maine limited partnership, and **Ocean View at Lunt School, LLC, a Maine limited liability company, their respective** successors and assigns (“Grantee”), whose mailing address is 22 Blueberry Lane, Falmouth, ME 04105, with **QUITCLAIM COVENANT**, the perpetual rights and easements, described herein for the benefit of the property of Grantee, its successors and assigns, including Lot E and Lot G as shown on the 12th Amended Subdivision Plat, Plummer Motz & Lunt School Properties prepared by Titcomb Associates, dated September 4, 2012, as revised through _____, 2016 and recorded in said Registry, Plan Book ____, Page ____ (the “Plan”), over the following described portions of Lot F as shown on the Plan located in the Town of Falmouth, County of Cumberland and State of Maine: The rights and easements granted herein shall be the rights to install, repair, maintain, use and access (a) underground utility lines (sewer, water, cable, telephone, communications and electric), (b) underground gas lines, and (c) an above ground fill station (together with the right of access over the existing and future paved parking, drives and access areas located on Lot F) with such underground utility and gas lines, and fill station to be substantially in the locations as shown on the Concept Propane Plan prepared by Belanger Engineering, dated March 22, 2016, a copy of which is attached hereto as Exhibit A. Grantee covenants and agrees **(a) to use such fill station only at such times as reasonably requested by the Grantor in order to minimize any interference with use by Grantor of its facilities located on Lot F; and (b) to provide a supply line and meter to the former Mason-Motz school building running from said propane tank at Grantee’s expense (except that Grantor shall be obligated to pay for all propane used by Grantor). The fill station to be located on Lot F shall be designed to minimize any impact on parking on Lot F, and Grantor shall have the right, at its expense, to relocate the same from time to time, provided that such location does not materially interfere with the use of the fill station and propane tank by Grantee, its successors and assigns. Grantor also grants a construction easement to Grantee, permitting Grantee to construct a sidewalk, utility lines and parking improvements as shown on the Plan and on Exhibit A hereto.**

IN WITNESS WHEREOF, the Town of Falmouth, has caused this instrument to be signed and sealed in its name by Nathan Poore, its Town Manager, thereunto duly authorized, this __ day of _____, 2016.

WITNESS:

Town of Falmouth

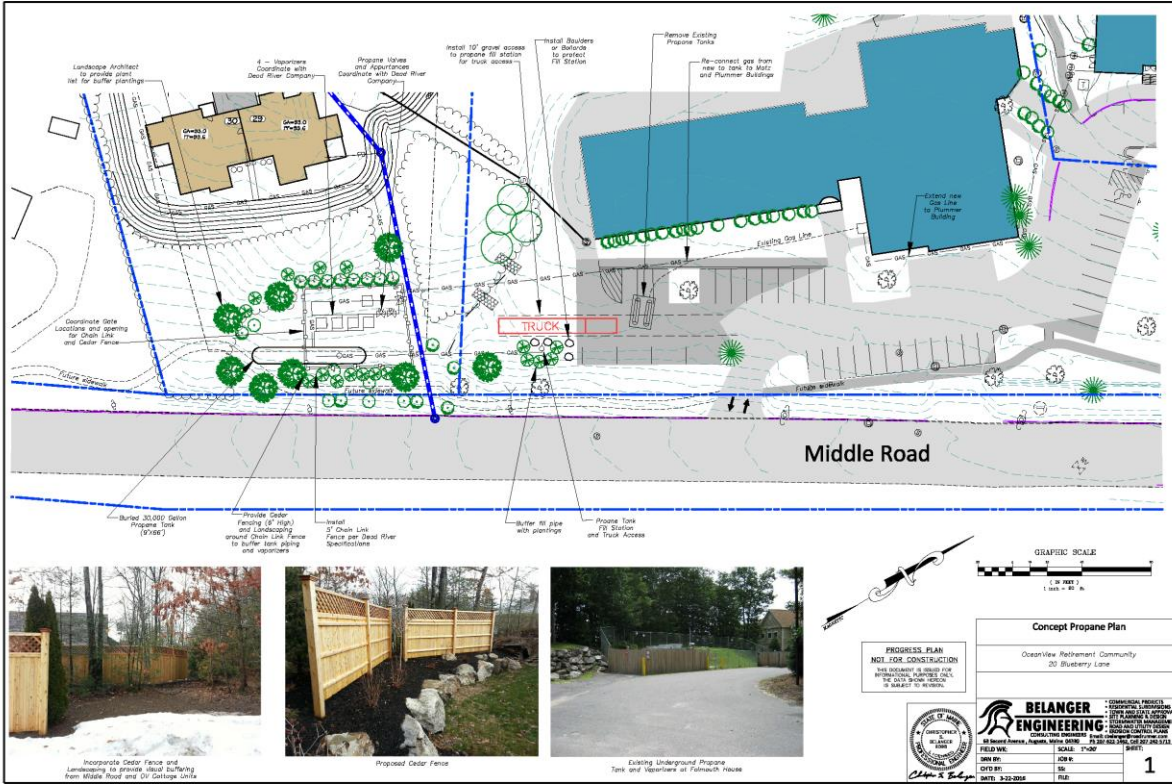
By: _____
Name: Nathan Poore, Town Manager

STATE OF MAINE
CUMBERLAND, ss.

_____, 2016

Then personally appeared the above named Nathan Poore, Town Manager of the Town of Falmouth, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Falmouth, before me,

Attorney at Law/Notary Public
Printed Name: _____



GRAPHIC SCALE
 1" = 10' HORIZ.
 1" = 4' VERT.

CONCEPT PROPANE PLAN
 OceanView Retirement Community
 220 Blueberry Lane

PROGRESS PLAN
 NOT FOR CONSTRUCTION

BELANGER ENGINEERING
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 CONTRACT NO. 2018-000000-0001
 PROJECT NO. 2018-000000-0001

DATE: 3-22-2018

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