



Town of Damariscotta
Planning Board Meeting Agenda
Monday, August 1, 2022 – 6:00PM
Hybrid Meeting: Town Office & via Zoom

Join Zoom Meeting: <https://us02web.zoom.us/j/88985249796>
Meeting ID: 889 8524 9796
Passcode: DamaPB

1. Call to Order
2. Pledge of Allegiance
3. Review of Minutes of Previous Meeting: July 11, 2022 ***Tabled until a subsequent meeting.***
4. New Business:
 - a. Piper Mill Road (Tax Map 1 Lot 50): Pre-Application/Sketch Plan Review
–Proposed 102 bed nursing care facility
 - Applicant: Clippership Landing Development, LLC
 - Zone: Rural
5. Other:
 - a. Questions from the Public
 - b. Planner's Report: Process Improvement Updates Presentation
 - c. Housekeeping: Scheduling of September Meeting
6. Adjournment

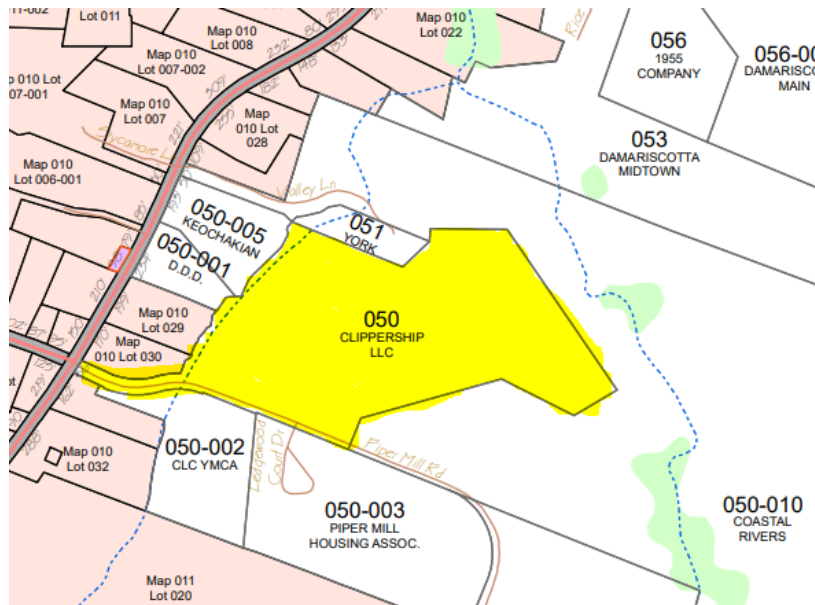


AGENDA ITEM #4A
Meeting of August 1, 2022

Sketch (Conceptual) Plan Review – Clippership Landing
2 Piper Mill Road – Clippership Landing Development, LLC
PID #2201

INTRODUCTION

Applicant Clippership Landing Development, LLC is requesting Sketch (Conceptual) Plan Review during the Board's meeting on August 1, 2022. A Minor Subdivision and Site Plan Application will be required as part of this development in order to: amend the lot line of the previously approved 2019 subdivision plan of the property, and to construct a 102 bed nursing care facility and associated site improvements (including parking areas and two curb cuts, stormwater management facilities, and courtyard areas and path systems for the enjoyment of residents). The property is in the Rural zone and the Town's designated Village Expansion Growth Area, per the 2014 Comprehensive Plan. The property is further identified as Tax Map 1, Lot 50.



As this is a Sketch (Conceptual) Plan Review, mailed or advertised notices are not required. When the applicants return to the Planning Board for a decision on their Minor Subdivision and Site Plan Application, notices will be mailed to abutting property owners and will be published in the Lincoln County News in accordance with Ordinance requirements.

This submission is being reviewed pursuant to Chapter 102, Section 102.5B: Pre-Application Procedures, and for compliance with the Town's adopted Comprehensive Plan.

PROJECT DATA

Zoning:	Rural	
Land Area:	19.98 acres (proposed to be subdivided further)	
Existing Land Use:	Vacant	
Proposed Land Use:	Nursing Care Facility	
	Allowed:	Proposed:
Max. Building Height:	35 feet	<35 feet (1 story)
Min. Front Yard:	20 feet	Approx. 40 feet at closest point
Min. Side Yard:	15 feet	Approx. 40 feet at closest point
Min. Rear Yard:	15 feet	Approx. 91 feet at closest point
Min. Water Setback:	100 feet from abutting stream	>100 feet
Min. Off-Street Parking*:	34 spaces (1 space for every 3 rooms)	119 spaces

*Pursuant to 102.6(H)(7)(i).

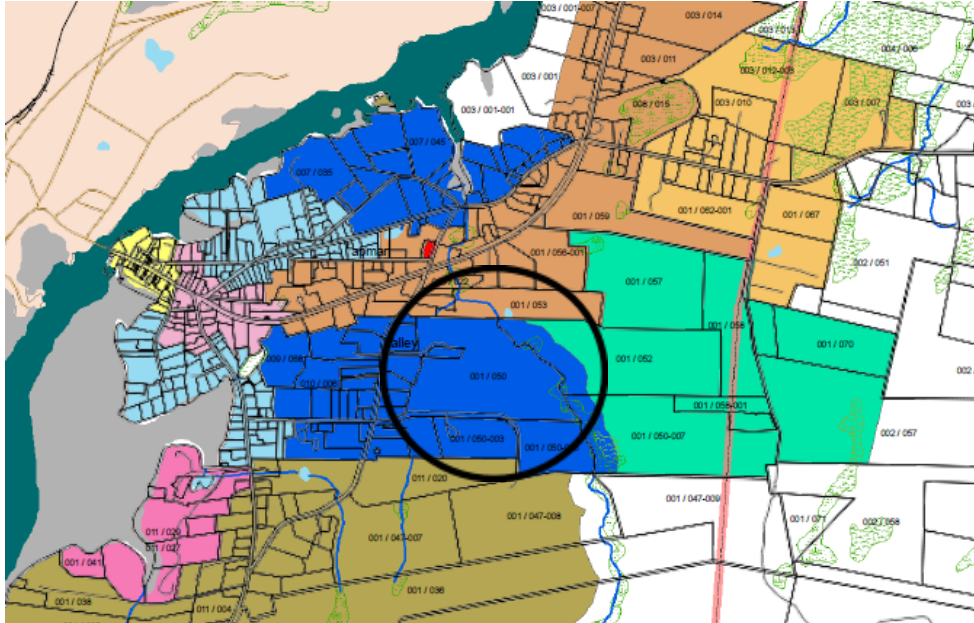
REVIEW PROCESS

The applicant's consultant recently met with the Planner, Code Enforcement Officer, and Fire Chief regarding the proposed project. Applicants were made aware that they need to demonstrate that they meet the standards for Large-Scale Development (Sec. 102.7H) during their subsequent application submission. Planner made the applicants aware of the consideration items discussed below.

Additionally, the Fire Chief provided comments related to emergency access to the rear of the building and asked that the applicants provide a turning template with their application submission for review.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The 2014 Comprehensive Plan (adopted June 2014 and subsequently revised in February 2015) notes that the subject property is within the Village Expansion Growth Area (per the Future Land Use Map, page 34 and below).



Growth Areas are the areas where the Town wants growth and development to occur. The anticipation is that most residential and non-residential development will occur in these areas. The Village Expansion Area anticipated that, “Within these neighborhoods, a range of residential uses should be allowed ... The development of senior housing and retirement and eldercare facilities should also be allowed.” In addition, the vision for this area was that it would evolve as an extension of the village with moderate density housing and a “village character.”

ANALYSIS OF PROJECT

Minor Subdivision review is subject to the standards outlined in Sec. 103.6: General Requirements, and Sec. 103.7: Design Standards. Site Plan review is subject to the standards outlined in Sec. 102.6: Performance Standards. As the project is proposing a floor area of greater than 20,000 s.f., the requirements of Sec. 102.7: Large-Scale Development will also apply.

Sketch (Conceptual) Plan Review provides the Planning Board an opportunity to ask questions regarding the proposed project and provide any initial feedback related to the above referenced standards for the applicant to consider. Some items for the Board to consider:

1. **Parking & Circulation:** Sec. 102.6H1 of the ordinance notes, “Parking areas shall provide safe, convenient and efficient access for vehicles and pedestrians. ... The object is to provide neither more nor less parking spaces than is needed and to maintain the village-scale street-scape by not setting larger retail buildings further back from the street than necessary.” The project is not a retail building and is likely sited as close to the front of the property as is

feasible. As noted above, more than 3 times the required amount of parking spaces are being proposed currently so staff has recommended that the applicants look to decrease the amount of parking (and thus, the amount of impervious areas) proposed to be more in line with the objective of this standard. Sec. 102.6H2 notes, “For properties over one-half acre, the minimum parking requirements may be reduced for good reason, *such as for reducing stormwater runoff*, by the Planning Board” [emphasis added]. Due to the site’s proximity to an existing stream, the Board should consider granting this waiver if asked during subsequent submittals.

2. Surface Parking Lot Placement: Sec. 102.6H3 notes that, “In no case shall parking lots be located between the front facade of principal buildings and the primary abutting streets, unless the ... parking area is screened from view from the frontage street based on clear and convincing evidence.” This standard also notes that parking areas must be screened by appropriate landscaping. Staff has recommended that, in reducing the parking areas, the parking area currently proposed between the front of the building and the street is eliminated. Otherwise, the applicant will need to show via a submitted landscaping plan that the parking areas are sufficiently screened from Piper Mill Road.
3. Stormwater Management: The applicant is currently proposing a variety of stormwater detention ponds scattered throughout the site. Staff has recommended that the applicant review low-impact development techniques in accordance with Sec. 102.6L. This section provides the following examples: vegetated wet swales, stormwater planets, dry wells, porous paving, rain gardens, and vegetated buffers. Sec. 102.6L7 further notes, “If retention or detention ponds are necessary because no other practical alternative exists, the pond or basin structure shall not be located within the required setback or buffer yard of the property.” Staff recommends that the Board ask for a peer-review of any stormwater management plans by either the Knox-Lincoln Soil & Water District or another qualified engineer, at the applicant’s expense (in accordance with Sec. 102.6L3).
4. Large-Scale Development Standards/Sidewalks: Sec. 102.7D requires sidewalks and pedestrian facilities internal to the development and along any public streets. There are currently no sidewalks in the vicinity of the proposed development (along either Piper Mill Road or School Street). However, the construction of sidewalks along School Street was identified as a priority in the 2015 Newcastle-Damariscotta Bicycle-Pedestrian Plan. The Planning Board should consider if interconnectivity to potential future sidewalks is a priority. Staff is unaware of any current funding available for the School Street sidewalk.

RECOMMENDATION

Based on the information submitted by the applicants thus far, staff recommends the following action:

Schedule a site visit with the applicants in accordance with the provisions of Sec. 102.5G.

Isabelle V Oechsle

Isabelle V. Oechsle
Town Planner
August 1, 2022

ATTACHMENTS:

Attachment [1] Applicant's Submission Binder, dated July 18, 2022

CLIPPERSHIP LANDING

NURSING HOME
DAMARISCOTTA, MAINE



TOWN OF DAMARISCOTTA SITE PLAN REVIEW PRE-APPLICATION SUBMISSION

PREPARED FOR:
CLIPPERSHIP LANDING DEVELOPMENT, LLC

PREPARED BY:
ATLANTIC RESOURCE CONSULTANTS, LLC
541 US ROUTE ONE
FREEPORT, MAINE 04032



JULY 2022

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ATTACHMENT A

COVER LETTER, APPLICATION FORM & CERTIFICATE OF
FORMATION



July 18, 2022

Mr. Jonathan Eaton, Chair
Planning Board
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

Dear Mr. Eaton:

Clippership Landing Development, LLC sincerely appreciates the opportunity to submit this letter to the Town of Damariscotta Planning Board in connection with our sketch plan review application.

We are also pleased to introduce the name of our proposed development as Clippership Landing, which we feel is fitting for the Town considering its rich shipbuilding history. The new state-of-the-art licensed nursing care center will be located on Piper Mills Road. Clippership Landing will replace Cove's Edge, the existing nursing care center on the LincolnHealth campus. It will also replace the nursing care unit at St. Andrew Village in Boothbay Harbor.

The development and ownership of Clippership Landing is a joint venture between the ownership of two successful Maine companies: Sandy River Company, headquartered in Portland, and North Country Associates, an operator and manager of over 25 senior care facilities throughout Maine and headquartered in Lewiston.

Nursing Homes and Quality of Life

The proposed development will be a place of residence for people who require 24-hour nursing care as well as assistance performing activities of daily living activities. It is anticipated that Clippership Landing will be licensed and home to approximately 102 residents.

The COVID-19 pandemic illustrated how most nursing homes in the United States are ill-designed for infection control, to say nothing about quality of life, primarily due to shared bedrooms. Clippership Landing will have all private bedrooms, only the second such nursing center with all private bedrooms in Maine. Sandy River Company currently has under construction the state's first all private bedroom nursing home in Rockland.

Real Estate Services for the Healthcare Industry

217 Commercial Street. PO Box 110 • Portland, Maine 04112 • TEL: 207-558-6053

www.sandyrivercompany.com

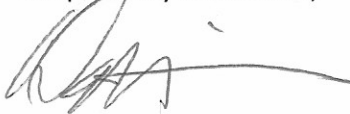
Sandy River Company has nearly 40 years of experience designing and developing senior care centers. This work has been centered around creating environments that replace the older style nursing homes. These were often "cookie-cutter" designs that were built across the country in the 1970s and often featured a very large central dining room and nurse's station, along with double, triple and even four-person rooms with one shared bathroom. From its beginnings in the early 1980s, Sandy River had a mission to change this design by creating "neighborhoods" with decentralized dining and living areas in home-like environments, while planning and building more private rooms. Working collaboratively on the design and development of Clippership Landing, North Country Associates will be responsible for the day-to-day operations of the new center.

Affordability

Again, the proposed facility, Clippership Landing, will be a licensed nursing home and a place of residence for people who require 24-hour nursing care. All 102 licensed beds will be eligible for both MaineCare and Medicare and will accept all major Medicare alternatives plans and commercial insurance products.

Lastly, we are immensely grateful to appear before the Town of Damariscotta Planning Board and we look forward to presenting our exciting concept development plans on August 1.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Daniel J. Maguire', with a long horizontal flourish extending to the right.

Daniel J. Maguire
Managing Partner
Sandy River Company

EXHIBIT A
January 21, 2009 Ordinance

☒ Preapplication Submission

Date: 7/18/22

☐ Final Submission

Date: _____

**APPLICATION FORM
FOR SITE PLAN REVIEW**

Town of Damariscotta, Maine

A. Notes to Applicant:

1. Please refer to the Site Plan Review Ordinance, Town of Damariscotta for all detailed provisions, requirements and procedures for site plan review application and review for seeking approval. In addition, you are well advised to also review the Damariscotta Land Use Ordinance.
2. You are advised to meet informally with the Planning Board at a regular meeting prior to submitting an application to clarify submission requirements and acquaint the Board with the nature of the project.
3. After meeting the Planning Board you are advised to meet with the Town Planner to review the checklist and determine if you have a complete application. The Board cannot approve an incomplete application.

B. Information on the Applicant:

1. Name of Owner: CLEPPERSHIP LANDING DEVELOPMENT, LLC
Address of Site Plan property: PIPER MILL ROAD
2. Name of Applicant (if other than owner):

3. If Applicant is a corporation, state whether the corporation is licensed to do business in Maine (yes or no) _____, and attach a copy of the Secretary of State's Registration. **ATTACHED IS THE CERTIFICATE OF FORMATION**
4. Name of Applicant's authorized representative: DANIEL J. MAGUIRE
(signature of owner to authorize her/his representative: _____ Date: 07.18.2022)
5. Name, address and number of Registered Professional Engineer, Land surveyor or Planner (if applicable): ANDREW D. JOHNSTON, P.E., LEED AP/PE NO. 9994
ATLANTIC RESOURCES CONSULTANTS, 541 US-1, SUITE 21,
FREEPORT, ME 04032

6. Address to which all correspondence from the Planning Board should be sent:

ANDREW. JOHNSTON, P.E., ATLANTIC RESOURCE CONSULTANTS,
541 US-1, SUITE 21, FREEPORT, ME 04032
ANDYJO@ARC-MAINE.COM

7. What interest does the Applicant have in the parcel to be developed (option, land purchase contract, record ownership, etc.)? Attach document of this interest.

PURCHASE & SALES AGREEMENT TO BE FORWARDED SEPARATELY

8. Location of property: Book 112 Page 61
(from Registry of Deeds)

9. Location of property: Map 1 Lot 50
(from Assessor's Office)

C. PREAPPLICATION MEETING

1. Please refer to the full Site Plan Review Ordinance, Section 10.B for detailed requirements.
2. This informal meeting should be scheduled at the next regular meeting of the Damariscotta Planning Board which meets on the first Monday of each month. Call the Damariscotta Town Office to be put on the agenda.
3. To this meeting bring at least the following: (You may wish to complete the remainder of the application to speed up the process – see Town Planner.)
 - a. Deed or other evidence of right, title or interest in the property.
 - b. A sketch plan showing the following:
 - The outline of the tract or parcel with estimated dimensions, road rights of ways and existing easements;
 - North arrow;
 - The proposed layout of the building(s), driveway(s) and parking area(s);
 - Identification of general areas of steep slopes, wetlands, streams and floodplains;
 - Other information pertinent to the proposed project;
 - c. Evidence of license to do business in Maine.

D. APPLICATION SUBMISSION REQUIREMENTS

1. The application consists of ten (10) copies of the following items that are explained in detail in Section 10.E. Obtain a checklist from the Town Office and schedule a meeting with the Town Planner. Depending on your proposal, you may not be required to submit all items listed.
 - a. Fully executed and signed Application Form.
 - b. Evidence of right, title or interest in the property.

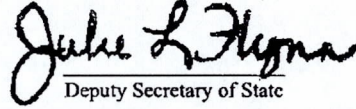
MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

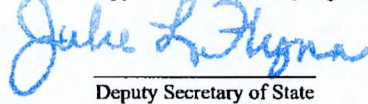
CERTIFICATE OF FORMATION

Filing Fee \$175.00

File No. 20233898DC Pages 2
Fee Paid \$ 175
DCN 2221591600041 DLLC
FILED
06/08/2022


Deputy Secretary of State

A True Copy When Attested By Signature


Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

Clippership Landing Development LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" – see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- ☒ Date of this filing; or
☐ Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):

☐ This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:

- A. The company intends to qualify as a low-profit limited liability company;
- B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
- C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
- D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

☐ This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

FIFTH: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

☐

Commercial Registered Agent

CRA Public Number: _____

(Name of commercial registered agent)

☒

Noncommercial Registered Agent

Helen Sterling Coburn, Esq.

(Name of noncommercial registered agent)

Bernstein Shur, 100 Middle Street, West Tower, Portland, ME 04101

(physical location, not P.O. Box – street, city, state and zip code)

Bernstein Shur, P.O. Box 9729, Portland, ME 04104-5029

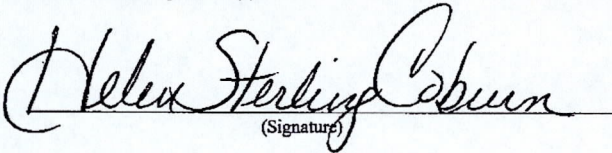
(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

****Authorized person(s)**

Dated June 7, 2022


(Signature)

Helen Sterling Coburn, Esq., Organizer

(Type or print name and capacity)

(Signature)

(Type or print name and capacity)

***Examples** of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

****Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State

Division of Corporations, UCC and Commissions

101 State House Station

Augusta, ME 04333-0101

Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

ATTACHMENT B

CONCEPT SITE PLAN



VALLEY LANE

RESIDENTIAL ZONE
C-2 ZONE

C-2 ZONE
RURAL ZONE

STREAM

100FT STREAM
SETBACK

RESIDENTIAL ZONE
RURAL ZONE

GARAGE

SERVICE AREA

NURSING
HOME BUILDING
FFE = 76.0'

DUMPSTER PAD

PARKING - 119 SPACES

OVERFLOW
PARKING

PIPER MILL ROAD

MONUMENT
SIGN

NEW SEWER TO GREAT SALT BAY
SANITARY DISTRICT PLANT

20FT FRONT
SETBACK

NEW LOT LINE

STORMWATER
BMP (TYPICAL)

STREAM -TYPICAL

WETLAND AREA -TYPICAL

PROPERTY LINE (TAKEN FROM PREVIOUS
DEVELOPMENT PLANS)

UTILITY LEGEND

- UGU UNDERGROUND POWER
- S SEWER
- W WATER
- SD STORM DRAIN

SCALE

0 25 50 100
SCALE in FEET
1"=50'

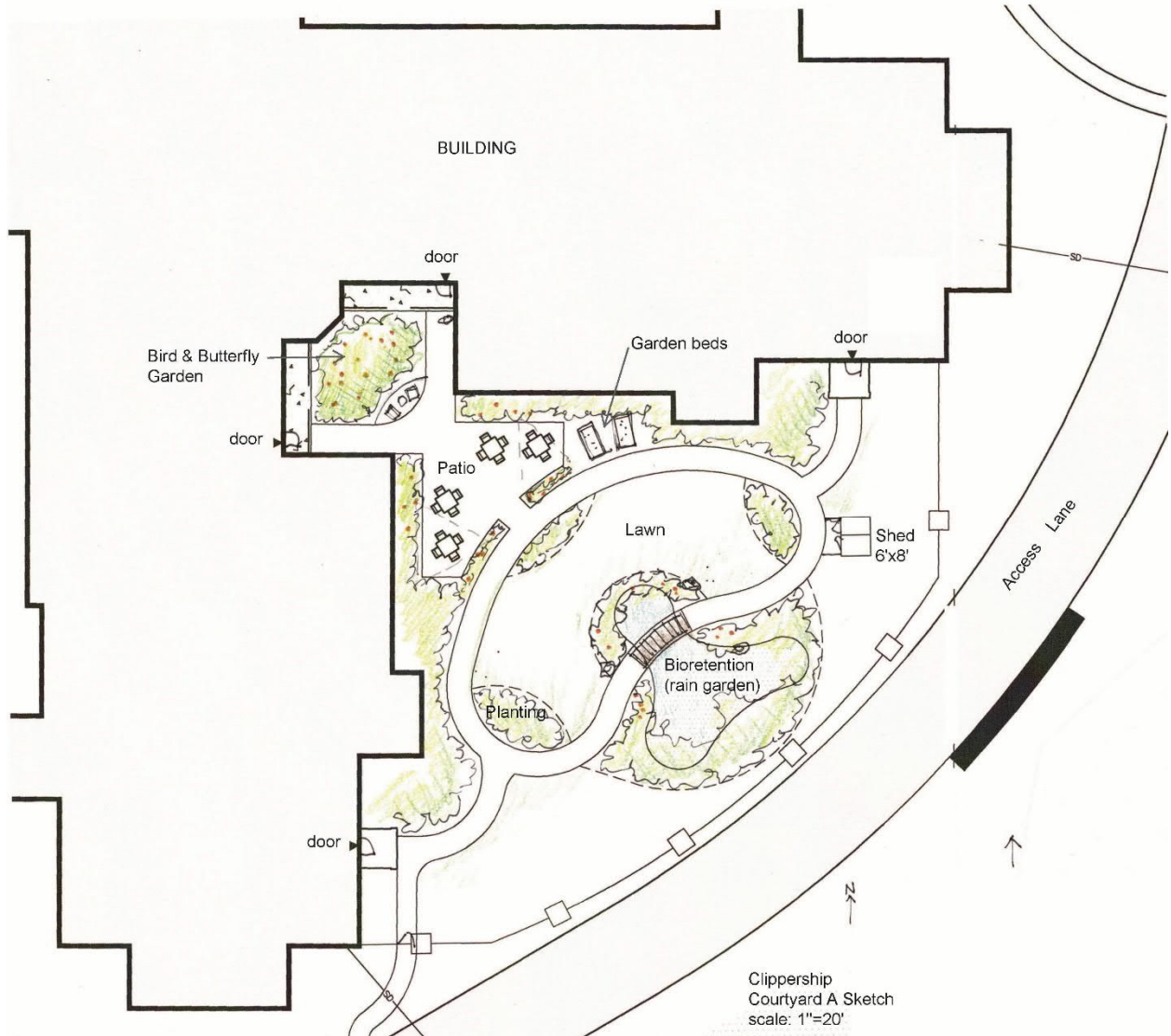
CLIPPERSHIP LANDING
NURSING HOME
CONCEPT
SITE PLAN
CLIPPERSHIP LANDING
DEVELOPMENT, LLC
JULY 2022

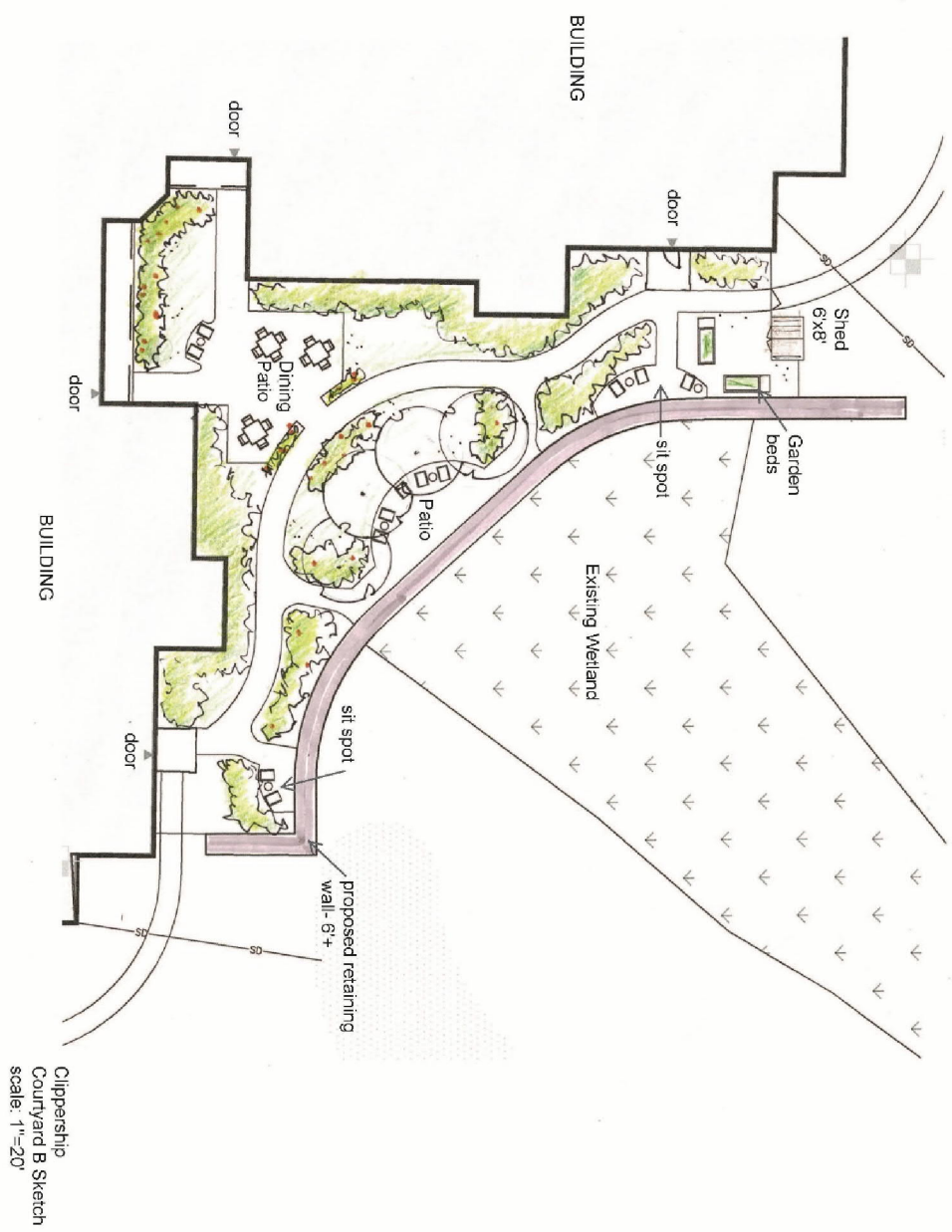
Atlantic Resource Consultants
541 US Route One
Freeport, ME 04032
Tel: 207.869.9050
CORDJIA
CAPITAL PROJECTS GROUP

ATTACHMENT C

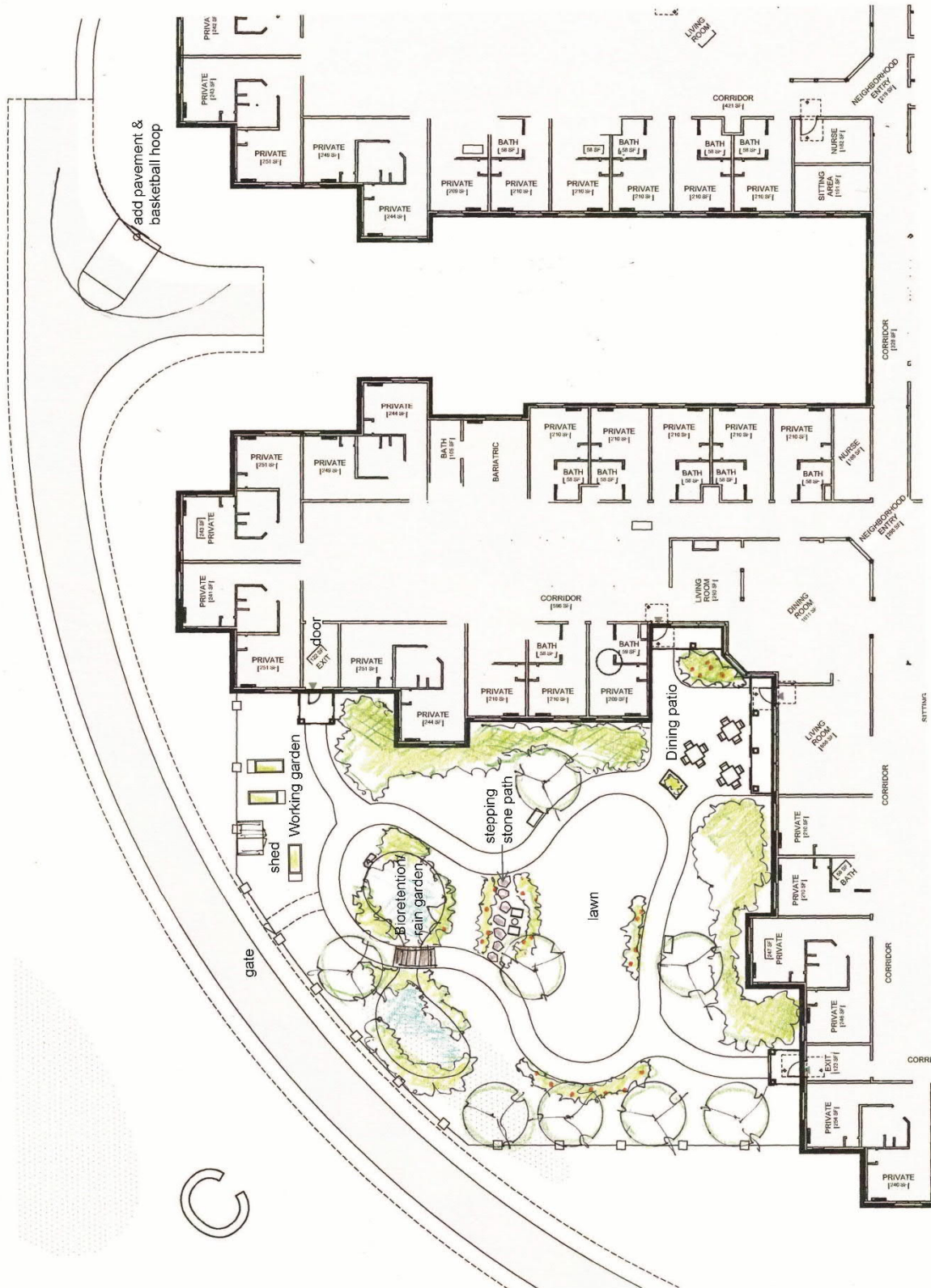
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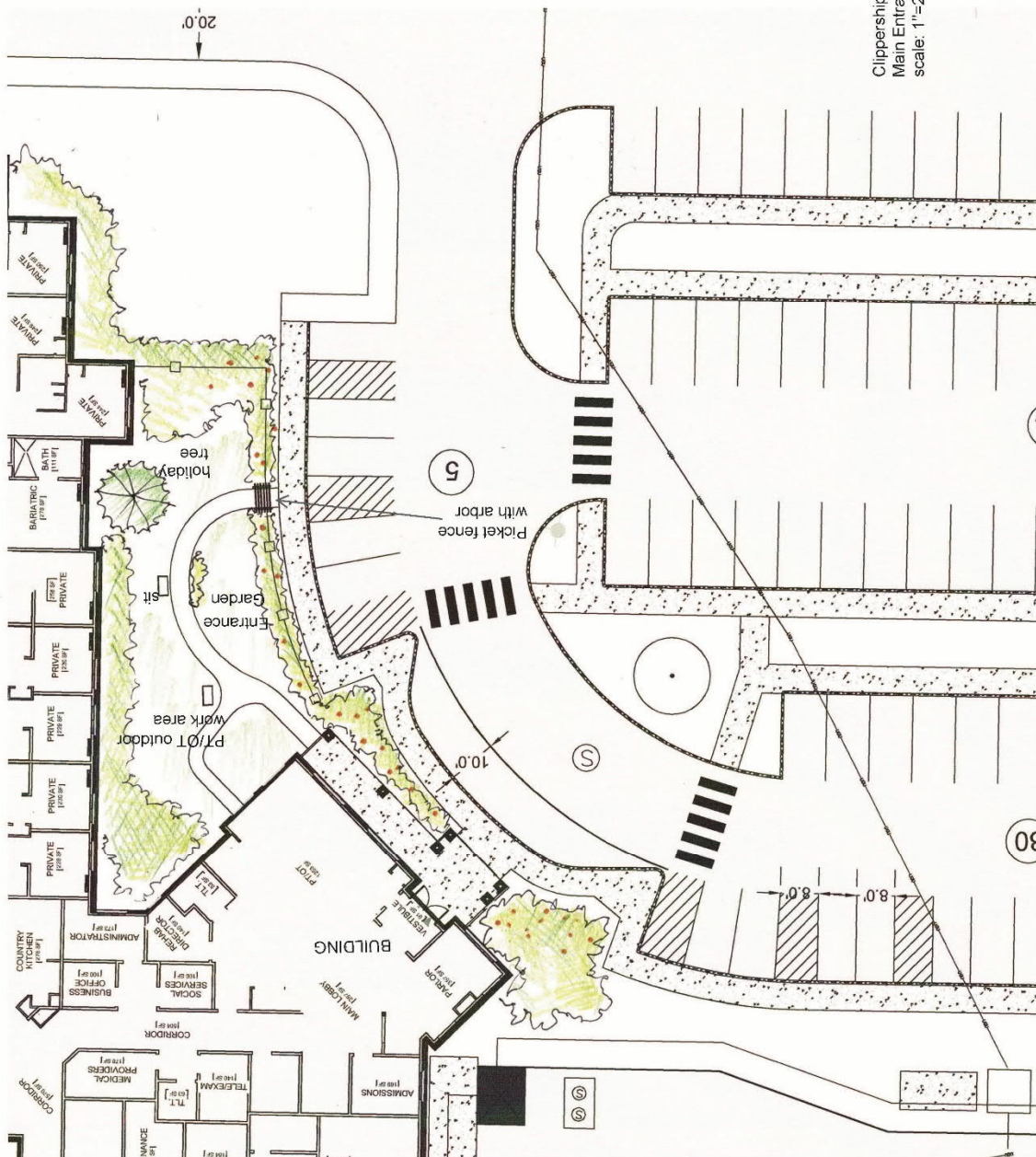






Clippership
Courtyard B Sketch
scale: 1"=20'





Clippership
Main Entrance Sketch
scale: 1"=20'

**AGREEMENT FOR PURCHASE AND SALE
OF
REAL ESTATE**

AGREEMENT ("Agreement") made and entered into this 18th day of July 2022, by and between Clippership Landing Development, LLC, a Maine corporation ("Seller"), having a mailing address of c/o Sandy River Company, P.O. Box 110, Portland, Maine and John C. Orestis and Barbra M. Crowley, having a mailing address of P.O. Box 1408, Lewiston, Maine 04243-1408 or its assigns ("Buyer").

RECITALS

This Agreement for the Purchase and Sale of Real Estate ("Property") whereby Buyer intends to develop, build and operate a new nursing care facility ("Facility") on said Property.

In consideration of the mutual covenants and agreements herein contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell, and Buyer agrees to buy, on the terms and conditions hereinafter set forth certain real estate, and all appurtenances thereof, consisting of real estate shown in Exhibit A along with legal descriptions to be used in conveying the Property (collectively to be referred to as the "Property").
2. PURCHASE PRICE AND DEPOSIT: As consideration for the conveyance of the Property, Buyer shall pay to Seller at Closing the sum of \$ _____. (Left Blank)
3. PERFORMANCE AT CLOSING: At Closing, Seller shall deliver to Buyer a deed, conveying the Property in fee simple with good and marketable title in accordance with standards of title adopted by the Maine Bar Association, and subject to the Permitted Encumbrances, and Buyer shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before July 1, 2023, unless extended by mutual agreement of the parties.
 - a. If Seller is unable to convey title to the Property in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is

marketable title, Buyer may within forty-five (45) days thereafter, at Buyer's option, withdraw said earnest money and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good-faith effort to cure any title defect during such period, but shall not be obligated to expend more than \$5,000 to cure. If Closing of the real estate transaction is delayed on account of such defects, the parties shall bargain regarding whether and the terms under which the remainder of the closing contemplated under the Memorandum of Agreement may be consummated and this real estate transaction completed thereafter.

- b. Seller further agrees to execute and deliver to Buyer at Closing the following documents: (i) a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations); (ii) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (iii) an affidavit regarding underground storage tanks (as required by Maine Law), and (iv) documents demonstrating Seller's authority to convey and good standing as evidenced by a copy of Seller's resolution authorizing the transaction contemplated herein and all other documents regarding authority or any other matter reasonably required from the Closing.
 - c. To the extent that the conveyance of title to the Property to Buyer requires the subdivision of lots, Buyer shall bear the cost, or shall reimburse Seller, for the cost of any outside legal and surveyor expense reasonably necessary to secure such subdivision, including any necessary municipal or other approvals.
4. DEED: The Property shall be conveyed by a quitclaim with covenant deed and shall be free and clear of all encumbrances except for Permitted Encumbrances, and except for covenants, conditions, easements and restrictions of record and usual public utilities servicing the Property and shall be subject to applicable land use and building laws and regulations.
5. POSSESSION/OCCUPANCY: Possession/occupancy of Property shall be given to Buyer immediately at Closing unless otherwise agreed by both parties in writing.
6. RISK OF LOSS: Until transfer of title, the risk of loss or damage to said Property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said Property shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.
7. PRORATIONS: The following items shall be prorated as of the date of closing:
- a. Buyer and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.

- b. Buyer and Seller shall reasonably cooperate on the proration of any other needed item at Closing. The property is vacant land, and so no heating oil or water and sewer charges are expected.
 - c. Real Estate Taxes for any portions of the Property subject to such taxes, based on the municipality's current tax year.
8. INSPECTION. Buyer may enter into any part of the Property at all reasonable times in order to inspect the Property, conduct surveys, soil tests and engineering studies and to do such things as are reasonably necessary with respect to its acquisition and intended development of the Property. In the event that the Buyer does not terminate this Agreement, this inspection contingency to its obligation to close shall be conclusively deemed waived.
9. AGENCY DISCLOSURE: Buyer and Seller acknowledge that they have not engaged a real estate broker in their transaction.
10. PRIOR STATEMENTS: This Agreement and the referenced Memorandum of Agreement set forth the entire agreement between the parties relating to the conveyance of the property described in Exhibit A, and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.
11. ASSIGNS: This Agreement shall extend to and be obligatory upon successors, and assigns of the respective parties. This Agreement may be assigned only to persons or entities controlling, controlled by, or under common control of a party.
12. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
13. BUYER'S NOMINEE: Buyer may transfer its rights under this Agreement to an entity or the nominee which it controls. Buyer shall, however, remain jointly and severally liable with such transferee for all of Buyer's obligations under this Agreement and under the Memorandum of Agreement, and such transferee shall be required to assume joint and several liability for all such obligations. Buyer shall give Seller prompt written notice of any such transfer at least seven (7) days before the scheduled Closing, which notice shall include sufficient information to identify the transferee entity or nominee and certified copies of its organizational documents. No assignment shall be valid unless Seller has approved the agreement pursuant to which the assignment is consummated. No other assignment of this Agreement by Buyer is permitted.
14. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Seller and Buyer and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Agreement to the extent set forth in the Master Agreement.

15. BEST EFFORTS: Each of the parties shall undertake to take all reasonable steps necessary to achieve the satisfaction of conditions leading to a Closing under this Agreement.

16. FACSIMILE COPIES: All parties to this Agreement agree to accept facsimile or photocopies of this document and any signatures thereto as originals.

17. REPRESENTATIONS OF SELLER: Seller represents to Buyer that the following are true as of the date of this Agreement and will be true as of the Closing:

- a. To the best of Seller's knowledge, there are no violations of any applicable law, ordinance or regulation at the Property.
- b. To the best of Seller's knowledge, there are no special wastes, underground storage tanks, asbestos containing materials, waste oil, petroleum and any other hazardous substances, materials or wastes contaminating the Property. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances, or regulations, whether federal, state, or local. This presentation shall except such materials used in the regular course of business and disposed of in compliance with all applicable laws.
- c. Other than matters of record that constitute Permitted Encumbrances, there are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Property.

18. NOTICES. Any notice or communication given pursuant to this Agreement by either of the parties to the other shall be in writing and delivered as provided in the Master Agreement for notices.

19. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Maine.

20. TERMINATION OF AGREEMENT. This Agreement shall terminate if:

- a. A Certificate of Need application to be filed to the Maine Department of Health and Human Services is denied.
- b. Any local or state permits required to develop the Facility are denied.
- c. The Buyer is unable to secure financing to develop the Facility, to include the purchase of the Property, at terms and conditions acceptable to the Buyer.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2-1/2% of the consideration unless Seller furnishes to Buyer a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Buyer: Clippership Landing Development LLC

Tax I.D. #88-2936759



Signature

Daniel J Maguire, Member

Seller accepts Buyer's offer and agrees to deliver the Property at the price and upon the terms and conditions set forth above.

Signed this 18 day of July, 2022.

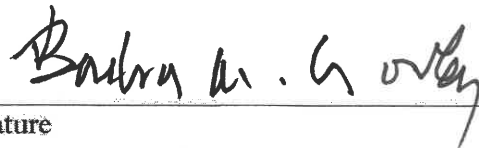
Seller: John C. Orestis



Signature

JOHN C. ORESTIS
Name/Title, there unto duly authorized

Seller: Barbra M. Crowley



Signature

BARBRA CROWLEY
Name/Title, there unto duly authorized

Exhibit A

A certain lot or parcel of land located on the easterly side of School Street in Damariscotta, Lincoln County, Maine, and described as follows:

Being all that parcel located on Piper Mill Road and School Street described as "Parcel to be Retained by Clippership, LLC" on a plan titled "Amended Lot Plan of the Clippership LLC parcel" dated February 17, 2016 and revised through January 29, 2019 by Mann Associates, Inc., recorded in the Lincoln County Registry of Deeds in Plan Book 112, Page 61 (referred to herein sometimes as the "Plan"), containing 19.98 acres, more or less. Reference is made to said Plan for a more particular metes and bounds description of the parcel of land conveyed hereby.

Together with and subject to such appurtenant rights, easements, restrictions, conditions and other matters as appear of record in said Registry, including, but not limited to, the following, to the extent that they pertain to the within granted premises:

Subject to the rights of others in that portion of Piper Mill Road which crosses the above described parcel.

Subject to easements, covenants and restrictions as set forth in a deed to Great Salt Bay Sanitary District dated November 19, 1985 and recorded in said Registry in Book 1276, Page 282, and together with the benefits of said covenants and restrictions as set forth therein.

Subject to an easement as set forth in a deed to Dean W. Knott dated June 29, 1991 recorded in said Registry in Book 1759, Page 109.

Subject to an easement as set forth in a deed to Central Lincoln County Ambulance Services, Inc. dated August 4, 1999 recorded in said Registry in Book 2485, Page 337.

Subject to easements, covenants and restrictions as set forth in a deed to Piper Mill Housing Associates, L.P. dated February 6, 2003 recorded in said Registry in Book 2996, Page 310, and together with the benefits of such covenants and restrictions as set forth therein.

Subject to an easement appurtenant to land now or formerly of Eleanor York and Richard F. York described in a deed recorded in said Registry in Book 1640, Page 260.