

Town of Kittery Planning Board Meeting March 10, 2022

ITEM 1—8 Dexter Lane—Preliminary Site Plan Review

Action: Continue application to a subsequent meeting, close public hearing, or vote on preliminary application. Pursuant to 16.4 *Land Use Regulations*, 16.2.12.D(4) *Special exception use request*, 16.5 *General Performance Standards* and §16.7 *Site Plan Review* of the Kittery Town Code, the Planning Board shall hold a public hearing on an application from owner The Outlet Mall of Kittery, LLC and applicant Tree Tips 3, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to operate a Marijuana Business within an existing commercial retail space located on real property with the address of 8 Dexter Avenue, Unit 8, Tax Map 47, Lot 3, in the Commercial 1 (C-1) zoning district.

REQ'D	ACTION	COMMENTS	STATUS
No	Sketch Plan	Not pursued.	N/A
YES	Site Visit	February 1, 2022	HELD
YES	Preliminary Plan Review Completeness/Acceptance	January 27, 2022	HELD
YES	Public Hearing	March 10, 2022	PENDING
YES	Preliminary Plan Approval	TBD	TBD
YES	Final Plan Review and Decision	TBD	TBD

Applicant: Prior to the signing of the approved Plan any **Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS.** As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

Project Introduction

8 Dexter Lane (“Project”) is located in the Commercial-1 (C-1) zoning district. The lot fronts Dexter Lane which exits onto US Route 1 and connects to an internal driveway system located on an abutting lot (Map 47 – Lot 4) to the northeast. Directly to the north of the Project is a parking lot that services the retail stores located on Map 47-4. To the east of the lot is an abandoned retail store with a parking lot. 8 Dexter Lane itself is a shopping mall complex, which was constructed in 1989. The building has 8 retail store front units of which only a few appear to be occupied. The Project will occupy Unit #8 and proposes to provide approximately 1,941-sf of customer access space. The parking lot associated to the building appears to be able to accommodate 79 vehicles. The building is connected to the water and sewer system and has a stormwater management plan.

The proposed preliminary site plan application before the Planning Board (“Board”) puts forth a plan to change the current use of the unit from an abandon retail use to marijuana adult use store. The proposed use is a special exception use, which requires the Board to consider addition review criteria as found under 16.2.12.F *Basis of decision*. To accommodate the new use, the applicant is proposing to partition the unit by providing 1,941-sf toward customer access space (retail area / bathroom) and 801-sf of employee restrict area (flex space, employee bathroom, and vault). There is no proposed site work on the lot. The applicant has provided a traffic impact analysis, which will be peer review by CMA Engineers, Inc. in order to determine if there is enough vehicular infrastructure to support the proposed use.

The Board didn’t have any major issues at the initial preliminary meeting. There were questions regarding odor mitigation and operations. The issues of signage requirements came up as well, but the applicant said they would comply with the ordinance. The Board also held a site visit on February 1, 2022. The Board’s major concern, again, was odor mitigation, security and if there were any plans of future expansion to an adjacent unit.

This is the public hearing phase of the application, and the objective is for the Board to hold the public hearing and make recommendations to the applicant if they find that the application may proceed to final plan review. If there are too many outstanding issues that should be delt with during preliminary review, the Board should tell the applicant what specific information needs to be reviewed before moving forward.

Preliminary Plan Review

§16.3 Definitions	
Standard	Comment
Marijuana Business	Means an Adult Use Marijuana Store, Marijuana Cultivation Facility, Medical 336 Marijuana Registered Dispensary, Medical Marijuana Caregiver Retail Store, Marijuana Manufacturing 337 Facility, or Marijuana Testing Facility.
Marijuana Adult Use Store	Means a facility licensed under 28-B MRS Chapter 1 to purchase 333 adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, and to sell adult use 334 marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

§16.4.19.E C-1 Zone Standards		
Code Ref.	Standard	Comment
§16.4.19.E(2)(a)	Minimum lot size: 40,000 square feet.	It appears that this standard is satisfied.
§16.4.19.E(2)(b)	Minimum street frontage per building: No minimum* *NOTE: All lots must meet the requirements of Article XVI. Lots, unless specifically modified by this section (§ 16.3.2.11). Street frontage must provide sufficient vehicular and pedestrian access for the uses proposed while meeting public health and safety requirements (e.g., Fire Department, Department of Public Works). The applicant must demonstrate to the municipal permitting authority, that the street frontage and lot design meet these requirements to the extent practicable.	It appears that this standard is satisfied.
§16.4.19.E(2)(c)	Maximum front setback: 15 feet* *The Planning Board may, at its discretion, allow a greater setback when public amenities such as benches, pocket parks, outdoor dining or seating areas are proposed. Properties in the C-3 Zone with frontage on Old Post Road, including those lots which also have frontage on Route 1 Bypass, are required to have at least a fifteen-foot setback on Old Post Road.	It appears that this standard is satisfied.
§16.4.19.E(2)(d)	Minimum rear and side yards: 15 feet.* *NOTE: Except where side and/or rear setbacks of proposed new uses abut a single-family use and/or any properties located on the east side of Route 1 from the southernmost extent of the C-1 Zone north to properties abutting Ox Point Drive in which case a minimum of 40 feet is required. See § 16.3.2.11C(4)(e) for buffer requirements.	It appears that this standard is satisfied.
§16.4.19.E(2)(e)	Maximum building height: 40 feet.	It appears that this standard is satisfied.
§16.5.27 Streets and Pedestrian/Sidewalks Site Design Standards		
Code Ref	Standard	Comment
§16.5.27.E(1)	Vehicular access to the development must be arranged to avoid traffic use of local residential streets.	CMA is still reviewing the traffic impact analysis to determine if the proposed use/existing infrastructure/uses can accommodate the generated vehicular traffic.
§16.5.27.E(2)	Where a lot has frontage on two or more streets, the access to the lot must be provided to the lot across the frontage and to the street where there is lesser potential for traffic congestion and for hazards to traffic and pedestrians.	It appears that this standard is not applicable.
§16.8.4.5.C	The street giving access to the lot and neighboring streets which can be expected to carry traffic to and from the development must have traffic-carrying capacity and be suitably improved to accommodate the amount and types of traffic generated by the proposed use. No development may increase the volume/capacity ratio of any street above 0.8 nor reduce any intersection or link level of service to "D" or below.	A comprehensive review of the traffic impact analysis provided by the applicant shall determine compliance with is standard.
§16.5.27.E(4)	Where necessary to safeguard against hazards to traffic and pedestrians and/or to avoid traffic congestion, provision must be made for turning lanes, traffic directional islands, frontage roads, driveways and traffic controls within public streets.	It appears that this standard is not applicable.
§16.5.27.E(5)	Accessways must be of a design and have sufficient capacity to avoid hazardous queuing of entering vehicles on any street.	This standard appears to be satisfied.

§16.5.27.E(6)	Where topographic and other conditions allow, provision must be made for circulation driveway connections to adjoining lots of similar existing or potential use: (a) When such driveway connection will facilitate fire protection services as approved by the Fire Chief; or (b) When such driveway will enable the public to travel between two existing or potential uses, generally open to the public, without need to travel upon a street.	It appears that this standard is satisfied.
Code Ref	§16.7.11.A Water Supply	
§16.7.11.A(1)	The development shall be provided with a system of water supply that provides each use with an adequate supply of water.	It appears that this standard is satisfied.
§16.7.11.A(2)	If the project is to be served by a public water supply, the applicant shall secure and submit a written statement from the Kittery Water District that the proposed water supply system conforms with its design and construction standards, will not result in an undue burden on the source of distribution system, and will be installed in a manner adequate to provide needed domestic and fire protection flows.	It appears that this standard is satisfied.
Code Ref.	§16.7.11.B Stormwater and Surface Drainage	
§16.7.11.B	See section for all standards.	It appears that this standard is satisfied, as no site work is proposed.
Code Ref.	16.7.11.F Parking, Loading and Traffic	
§16.7.11.F(1)(a)	All development, special exceptions and changes in use must comply with the performance standards herein and, where applicable, those contained in Article V of this chapter. The Planning Board may impose additional reasonable requirements, which may include off-site improvements, based on the following considerations: [1] Sight distances along public rights-of-way; [2] The existence and impact upon adjacent access points and intersections; [3] Turning movements of vehicles entering and leaving the public streets; [4] Snow removal; and [5] General condition and capacity of public streets serving the facility.	Planning Board may want the applicant to revise the plan notes to state that in the instance the lot reaches its capacity for snow storage, all excess snow will be carried off site.
§16.7.11.F(1)(e)	All traffic flow in parking areas is to be clearly marked with signs and/or surface directions at all times.	It appears that this standard is satisfied.
§16.7.11.F(1)(f)	Off-street parking must be constructed in accordance with Table 2 of this chapter, set out at the end of §16.7.11.F, Parking Loading and Traffic.	It appears that this standard is satisfied.
§16.7.11.F(4)(f)	A parking area must meet the wetland and water body setback requirements for structures for the district in which such areas are located, per Table 16.5.30, Minimum Setback from Wetlands and Water Bodies; except, in the Commercial Fisheries/Maritime Uses Overlay Zone, parking area must be set back at least 25 feet from the normal high-water line or the upland edge of a wetland. The setback requirement for a parking area serving public boat-launching facilities, in zones other than the Commercial, Business-Local, Residential-Urban Zones, and the Commercial Fisheries/Maritime Uses Overlay Zone, may be reduced to no less than 50 feet from the normal high-water line or upland edge of a wetland if the Planning Board finds no other reasonable alternative exists.	It appears that this standard is satisfied.
§16.7.11.F(4)(g)	Parking landscaping is required for parking areas containing 10 or more parking spaces and must have at least one tree per eight spaces. Such trees are to be located either within the lot or within five feet of it. Such trees are to be at least 1 1/2 inches in diameter, with no less than 25 square feet of unpaved soil or permeable surface area per tree. At least 10% of the interior of any parking area having 25 or more spaces is to be maintained with landscaping, including trees, in plots of at least five feet in width.	The Board may want to discuss with the applicant additional opportunities to improve the landscape in the lot, if at all.
§16.7.11.F(4)(i)	If parking spaces are provided for employees, customers or visitors, then accessible parking spaces must be included in each such parking area in conformance with the following table: (see table) [1] Each accessible parking space must contain a rectangular area at least 19 feet long and eight feet wide with access to a designated and marked five-foot-wide aisle. All required accessible parking spaces are to be identified by a vertical sign displaying the international symbol of accessibility; pavement marking alone is not adequate to identify accessible parking spaces.	All accessible parking spaces should be located on the side of the parking lot closest to the building. Moreover, a crosswalk should be stripped between the ADA parking spaces and the building. Also, it isn't clear the site plan where the ramp (ADA entrance point) from the parking lot onto the concrete sidewalk parallel to the building is located.

	<p>[2] The total number of accessible parking spaces is to be distributed to serve the various accessible entrances as well as possible.</p> <p>[3] At least one accessible route is to connect from each accessible parking space to the accessible building entrance.</p>	
Code Ref.	§16.8 Article XVII Utilities	
§§16.7.11.G(2)	Utilities, where feasible, are to be installed underground. The Board must require the developer to adopt a prudent avoidance approach when aboveground electrical installations are approved.	It appears that this standard is satisfied

Code Ref.	.5.32 Marijuana Businesses	
§16.5.32.B(1)	Marijuana Businesses may not locate within 1,000 feet of a public or private school or a public recreation facility measured from the exterior wall of the Marijuana Business in a straight line to the property line of the protected use. This section does not prohibit the activity of a caregiver or other authorized individual from administering medical marijuana to a qualified patient who is located within one of these protected areas.	It appears that this standard is satisfied
§16.5.32.B(2)	Marijuana Businesses may not have any odor of marijuana detectible beyond the area controlled by the business, whether that be a leased or owned area that is a portion or all of a recorded parcel of land. Odors must be controlled by whatever best practices exist.	It appears that this standard is satisfied as onsite packaging or growing of marijuana products is not to occur. Board should inquire if there would any instances that marijuana odors would be present. Applicant should provide an odor mitigation plan for review.
§16.5.32.B(3)	Marijuana grown by any Marijuana Business may be grown indoors only. For the purpose of this section hoop houses or outdoor tunnels must not be considered as an indoor growing facility and are prohibited for marijuana cultivation by a Marijuana Business.	It appears that this standard is not applicable.
§16.5.32.B(4)	The design of any building containing a Marijuana Business must conform to the standards within this Title and the Town of Kittery Design Handbook.	No proposed exterior modifications are to occur in this application.
§16.5.32.B(5)	The area of any Marijuana Business accessible to customers must be no less than 400 nor more than 2,000 square feet.	It appears that this standard is satisfied, as only 1,941-sf of the store front's floor space will be accessible by customers.
§16.5.32.B(6)	Parking must conform to Article IX.	It appears, besides the comments above, that this standard is satisfied.
§16.5.32.B(7)	Any building containing a Marijuana Business must be protected by fire suppression measures and fire alarms to the satisfaction of the Fire Chief and in accordance with all applicable building codes.	Staff will confirm that the Fire Chief is satisfied with their plan.
§16.5.32.B(8)	The Owner of any Marijuana Business, at the time of application for a building permit, must provide an affidavit from a master electrician or electrical engineer certifying that the electrical components can meet the electrical load demands of the use.	This standard would have to be satisfied during the building permit phase of this application.
§16.5.32.B(9)	<p>I. Security.</p> <p>1. The Licensed Premises must have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system must be operated with continuous recording twenty-four hours per day, seven days per week and video retained for a minimum duration of thirty (30) days. Such records must be made available to law enforcement agencies when investigating a criminal complaint.</p>	Staff will confirm that the Police Chief is satisfied with their plan.
§16.5.32.B(10)	The Licensed Premises must have an approved wastewater discharge plan in accordance with this Title and Title 13.	It appears that this standard is satisfied
§16.5.32.B(11)	The Licensed Premises must have exterior lighting that conforms with this Title and the Town of Kittery's Design Handbook. The Planning Board, at its discretion, may require motion sensors covering the full perimeter of the building(s).	Planning Board should discuss if motion sensors surrounding the building or area to be rented (Unit 8), is necessary.
Code Ref.	§16.7.10 Review Process and Submission	

	Standard	Comment
§16.7.10.C(4)(b)	With scale of the drawings no greater than one-inch equals 30 feet for developments less than 10 acres, and one inch equals 50 feet for all others;	It appears that this standard is satisfied.
§16.7.10.C(4)(c)	Code block in the lower right-hand corner. The block must contain: (a) Name(s) and address(es) of the applicant and owner; (b) Name of the project; (c) Name and address of the preparer of the plan, with professional seal, if applicable; (d) Date of plan preparation/revision, and a unique ID number for the plan and any revisions;	It appears that this standard is satisfied.
§16.7.10.C(4)(d)	Standard boundary survey conducted by a surveyor licensed in the State of Maine, in the manner recommended by the State Board of Registration for Land Surveyors;	It appears that this standard is satisfied.
§16.7.10.C(4)(e)	An arrow showing true North and the magnetic declination, a graphic scale, and signature blocks for the owner(s) and members of the Planning Board;	It appears that this standard is satisfied.
§16.7.10.C(4)(f)	Locus map showing the property in relation to surrounding roads, within 2,000 feet of any property line of the development;	It appears that this standard is satisfied.
§16.7.10.C(4)(g)	Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within 50feet from any boundary of the proposed development;	It appears that this standard is satisfied.
§16.7.10.C(4)(h)	Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage;	It appears that this standard is satisfied.
§16.7.10.C(4)(i)	Names and addresses of all owners of record of property abutting the development, including those across a street;	It appears that this standard is satisfied.
§16.7.10.C(4)(j)	Existing Development Area Conditions, including but not limited to: [1] Location and description of all structures, including signs, existing on the site, together with accesses located within 100 feet of the property line; [2] Essential physical features such as watercourses, wetlands, floodplains, wildlife habitat areas, forest cover, and outcroppings; [3] Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainageways.	It appears that this standard is satisfied.
§16.7.10.C(4)(j)	Proposed development area conditions including, but not limited to: [1] Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within 100 feet of the property line; [2] Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainageways; [3] Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown; [4] Domestic water source; [5] Parks, open space, or conservation easement locations; [6] Lot lines, interior and exterior, right-of-way, and street alignments; [7] Road and other paved ways plans, profiles and typical sections including all relevant data; [8] Setbacks existing and proposed; [9] Machinery permanently installed locations likely to cause appreciable noise at the lot lines; [10] Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature; [11] Topographic contours of existing contours and finished grade elevations within the development; [12] Pedestrian ways/sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed; [13] Temporary marker locations adequate to enable the Planning Board to readily locate and appraise the layout of the development; [14] Land proposed to be dedicated to public use and the conditions of such dedication;	It appears that most these standards are satisfied. Some of the standards are not applicable due to the scope of the application. See application's narrative, dated, November 18, 2021.
§16.7.10.C(4)(b)	Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based;	It appears that this standard is satisfied.
§16.7.10.C(4)(m)	Property encumbrances currently affecting the property, as well as any proposed encumbrances;	It appears that this standard is satisfied.

§16.7.10.C(4)(n)	Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development;	It appears that this standard is satisfied.
§16.7.10.C(4)(o)	Erosion and sedimentation control plan endorsed by the York County Soil and Water Conservation District or the Town's engineering consultant;	It appears that this standard is not applicable.
§16.7.10.C(4)(p)	Stormwater management preliminary plan for stormwater and other surface water drainage prepared by a registered professional engineer including the general location of stormwater and other surface water drainage areas;	The applicant did not submit a plan for review as no site work is proposed.
§16.7.10.C(4)(q)	Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soil survey must be provided;	It appears that this standard is not applicable.
§16.7.10.C(4)(r)	Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours;	A traffic impact analysis was submitted and is still under peer review by CMA.
§16.7.10.C(4)(s)	Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator.	This standard is not applicable.
§16.7.10.C(4)(t)	Traffic impact analysis in accordance with § 16.5.27.E for developments involving 40 or more parking spaces or which are projected to generate more than 400 vehicle trips per day;	A traffic impact analysis was submitted and will be peer reviewed by CMA.
§16.7.10.C(4)(t)	Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location;	It appears that this standard is satisfied.
§16.7.10.C(4)(u)	Letters of evaluation of the development by the Chief of Police, Fire Chief, Commissioner of Public Works, and, for residential applications, the superintendent of schools, must be collected and provided by the Town Planner.	The applicant is still waiting on some of these letters. They will be provided after the relevant departments review the project.
§16.7.10.C(5)	Additional requirements. In its consideration of an application/plan, the Planning Board may at any point in the review require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application. Such materials may include: (1) Traffic impact analysis... (2) Environmental analysis... (3) Hydrological analysis...	At the planning Board discretion.

In addition to the review standards above, considering the proposed use requires special exception approval, the Planning Board is directed, pursuant to 16.2.12.F to use the criteria below in evaluating the merits of the proposed development. The Board should review standard and decide whether the application complies. Comment section is left blank intentionally and will be populated through the course of the Board's review.

Code Ref.	§16.6.6 Basis for decision	
	Standard	Comment
§16.2.12.F(1)(a)[1]	The proposed use will not prevent the orderly and reasonable use of adjacent properties or of properties in adjacent use zones;	
§16.2.12.F(1)(a)[2]	The use will not prevent the orderly and reasonable use of permitted or legally established uses in the zone wherein the proposed use is to be located or of permitted or legally established uses in adjacent use zones;	
§16.2.12.F(1)(a)[3]	The safety, the health and the welfare of the Town will not be adversely affected by the proposed use or its location; and	
§16.2.12.F(1)(a)[4]	The use will be in harmony with and promote the general purposes and intent of this title.	
16.2.12.F(2) Factors of consideration		
§16.2.12.F(2)(a)	The character of the existing and probable development of uses in the zone and the peculiar suitability of such zone for the location of any of such uses;	
§16.2.12.F(2)(b)	The conservation of property values and the encouragement of the most appropriate uses of land;	

§ 16.2.12.F(2)(c)	The effect that the location of the proposed use may have upon the congestion or undue increase of vehicular traffic congestion on public streets or highways;	
§ 16.2.12.F(2)(d)	The availability of adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent (whether liquid, solid, gaseous or otherwise) that may be caused or created by or as a result of the use;	
§ 16.2.12.F(2)(e)	Whether the use, or materials incidental thereto, or produced thereby, may give off obnoxious gases, odors, smoke or soot;	
§ 16.2.12.F(2)(f)	Whether the use will cause disturbing emission of electrical discharges, dust, light, vibration or noise;	
§ 16.2.12.F(2)(g)	Whether the operations in pursuance of the use will cause undue interference with the orderly enjoyment by the public of parking or of recreational facilities, if existing, or if proposed by the Town or by other competent governmental agency;	
§ 16.2.12.F(2)(h)	The necessity for paved off-street parking;	
§ 16.2.12.F(2)(i)	Whether a hazard to life, limb or property because of fire, flood, erosion or panic may be created by reason or as a result of the use, or by the structures to be used, or by the inaccessibility of the property or structures thereon for the convenient entry and operation of fire and other emergency apparatus, or by the undue concentration or assemblage of persons upon such plot;	
§ 16.2.12.F(2)(j)	Whether the use, or the structures to be used, will cause an overcrowding of land or undue concentration of population or unsightly storage of equipment, vehicles or other materials;	
§ 16.2.12.F(2)(k)	Whether the plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof;	
§ 16.2.12.F(2)(l)	Whether the proposed use will be adequately screened and buffered from contiguous properties;	
§ 16.2.12.F(2)(m)	The assurance of adequate landscaping, grading and provision for natural drainage;	
§ 16.2.12.F(2)(n)	Whether the proposed use will provide for adequate pedestrian circulation;	
§ 16.2.12.F(2)(o)	Whether the proposed use anticipates and eliminates potential nuisances created by its location; and	
§ 16.2.12.F(2)(p)	The satisfactory compliance with all applicable performance standard criteria contained in Chapters 16.6 and 16.7.	

Next Steps

Overall, the site plan appears to conform with the standards outlined in §16.4, §16.5 and §16.7 with minor issues as stated above. Staff is still waiting on CMA to complete the traffic impact analysis review. The Board can condition a preliminary approval to have the applicant resolve any issues found in the traffic impact analysis before submission of final plan review.

Recommended Motions

Below are recommended motions for the Board's use and consideration:

Motion to continue application

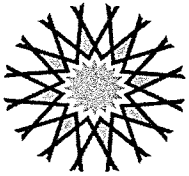
Move to continue a preliminary site plan application from owner The Outlet Mall of Kittery, LLC and applicant Tree Tips 3, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to operate a Marijuana Business within an existing commercial retail space located on real property with the address of 8 Dexter Avenue, Unit 8, Tax Map 47, Lot 3, in the Commercial 1 (C-1) zoning district.

Motion to approve application

Move to approve the preliminary site plan application from owner The Outlet Mall of Kittery, LLC and applicant Tree Tips 3, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to operate a Marijuana Business within an existing commercial retail space located on real property with the address of 8 Dexter Avenue, Unit 8, Tax Map 47, Lot 3, in the Commercial 1 (C-1) zoning district with the following conditions

1. Applicant shall address all comments from CMA Engineers, Inc prior to the submission of final plan review.

2. Applicant shall address all comments from the Police Department, Fire Department and Department of Public Works.
3. Applicant shall address all comments from the Planner Review Notes, dated March 10, 2022, prior to final plan review.
4. Applicant shall submit a final floor plan and site plan for final plan review.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Bart McDonough, Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

November 18th, 2021
Project No.: C278-21

**Re: 8 Dexter Lane Suite #8
Adult-Use Marijuana Retail**

Dear Mr. McDonough:

On behalf of the applicant, Tree Tips 3 LLC, please find attached to this letter our Site Plan Application for an Adult-Use Marijuana Store within an existing building at 8 Dexter Lane Suite #8 in Kittery for your review and consideration.

Suite #8 will contain Tree Tips 3 LLC's Retail Use and have a customer space of approximately 1,941 square feet. The entire suite is approximately 2,742.5 square feet.

A single restroom is proposed for public use and there is in an existing restroom for employees only. Letters of capacity from the Sewer and Water districts are attached. There are no proposed changes to the utilities outside of the building.

Due to the lack of proposed site construction, we request the following site plan application items be deemed "not applicable" for this project:

16.10.5.2.B (10) i, *Machinery permanently installed locations likely to cause appreciable noise at the lot lines;*

16.10.5.2.B (10) j *raw, finished, or waste materials to be stored outside the buildings and any stored material of a toxic or hazardous nature;*

16.10.5.2.B (10) n *temporary markers to locate the layout of the development;*

16.10.5.2.B (10) o *land proposed to be dedicated to public use and the conditions of such dedication;*

16.10.5.2.B (10) p *natural features or site elements to be preserved*

16.10.5.2.C (6) *Erosion and sedimentation control plan endorsed by the York County Soil and Water Conservation District or the Town's engineering consultant;*

16.10.5.2.C(7) *Stormwater management preliminary plan for stormwater and other surface water drainage prepared by a registered professional engineer including the general location of stormwater and other surface water drainage areas;*

16.10.5.2.C(11) *Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator;*

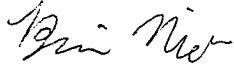
16.10.5.2.C (12) c. 1 (3) *Environmental Analysis*;

16.10.5.2.C (12) c. 1 (4) *Hydrologic Analysis*;

16.10.5.2.C (12) c. 1 (5) *Wireless Communication Services Facilities (WCSF) Analysis*.

Thank you for your time and we look forward to discussing the project at the next available meeting.

Sincerely,

A handwritten signature in black ink that reads "Brian Nielsen". The signature is written in a cursive style with a large initial "B".

Brian Nielsen
Staff Engineer

cc: Tree Tips 3 LLC



TOWN OF KITTERY, MAINE

TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
 PHONE: (207) 475-1323 - FAX: (207) 439-6806
www.kittery.org

APPLICATION: SITE PLAN REVIEW

FEE FOR SITE PLAN REVIEW:	<input checked="" type="checkbox"/> \$300.00 PLUS THE GREATER OF:	<input type="checkbox"/> \$50/USE OF UNIT; OR	<input checked="" type="checkbox"/> \$5.00/100 SQ FT OF GROSS FLOOR AREA	Application Fee Paid: \$ _____ Date: _____
		<input type="checkbox"/> \$.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR	<input type="checkbox"/> \$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS	ASA Fee Paid: (TITLE 3.3 TOWN CODE) \$ _____ Date: _____

PROPERTY DESCRIPTION	Parcel ID	Map	47	Lot	3	Zone:		Total Land Area (Square Feet)	2.13 acres
	Physical Address	8 Dexter Lane Unit #8, Kittery, Maine, 03904							
						Base:	C-1		
						Overlay:	N/A		
						MS4:	___ YES ___ NO		

PROPERTY OWNER'S INFORMATION	Name	The Outlet Mall of Kittery LLC			Mailing Address	102 Bay Street, Manchester NH 03104
	Phone	603-623-4956				
	Fax	603-623-5282				
	Email	ben@gamacheproperties.com				

APPLICANT'S AGENT INFORMATION	Name	Brian Nielsen			Name of Business	Attar Engineering, INC.
	Phone	207-439-6023			Mailing Address	1284 State Road, Eliot ME 03903
	Fax	207-439-2128				
	Email	brian@attarengineering.com				

PROJECT DESCRIPTION	Existing Use:	Vacant. Previously a retail luggage store.							
	Project Name:	Tree Tips 3 LLC Adult Use Marijuana Retail Store							
	Proposed Use:	The proposed use is an adult use Marijuana Retail Store. The proposed location is in Suite #8 of the existing outlet mall at 8 Dexter Lane.							

WAIVER REQUEST

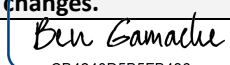
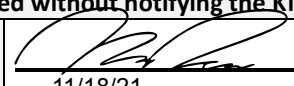
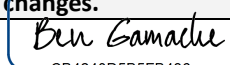
	Ordinance Section	Describe why this request is being made.
DESCRIPTION	***EXAMPLE*** 16.32.560 (B)- OFFSTREET PARKING.	***EXAMPLE*** Requesting a waiver of this ordinance since the proposed professional offices have a written agreement with the abutting Church owned property to share parking.

Related Kittery Land Use Code concerning waivers and modifications:

16.10.8.2.5 Conditions or Waivers.

Conditions required by the Planning Board at the final plan review phase must have been met before the final plan may be given final approval unless so specified in the condition or specifically waived, upon written request by the applicant, by formal Planning Board action wherein the character and extent of such waivers which may have been requested are such that they may be waived without jeopardy to the public health, safety and general welfare.

16.7.4.1 Objectives Met. In granting modifications or waivers, the Planning Board must require such conditions as will, in its judgment, substantially meet the objectives of the requirements so waived or modified.

I certify that, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the plans submitted without notifying the Kittery Planning Department of any changes.			
	DocuSigned by:  Ben Gamache		
Applicant's Signature: Date:	 _____ 11/18/21	Owner's Signature: Date:	 _____ 11/18/2021

COMPLETED BY OFFICE STAFF

ASA CHARGE	AMOUNT	ASA CHARGE	AMOUNT
REVIEW		SERVICES	
LEGAL FEES (TBD)		RECORDER	\$35
ENGINEERS REVIEW (TBD)		FACT FINDING (TBD)	
ABUTTER NOTICES		3 RD PARTY INSPECTIONS (TBD)	
POSTAGE	\$20	OTHER PROFESSIONAL SERVICES	\$50
LEGAL NOTICES		PERSONNEL	
ADVERTISING	\$300	SALARY CHARGES IN EXCESS OF 20 HOURS	
SUPPLIES			
OFFICE	\$5		
SUB TOTAL		SUB TOTAL	
		TOTAL ASA REVIEW FEES	

Minimum Submission Requirements

- 15 COPIES OF THIS APPLICATION
- 15 COPIES OF THE PROPOSED SITE PLAN – 12 REDUCED SIZE AT 11"X17"AND 3 FULL SIZE AT 24"X 36"
- 1 PDF OF THE SITE PLAN SHOWING GPS COORDINATES

SUBMITTALS THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

Related Ordinances: Kittery Land Use Code- Title 16

16.10.5.2 Planner Review and Confirmation of Submittal Content - Preliminary Plan.

A completed application must include on the plan or attached thereto, the following items, unless upon the applicant's written request, the Planning Board, by formal action, waives or defers any requirement(s) for submission.

- A. A minimum of fifteen (15) paper copies of the application form, plan and all attachments thereto plus if applicable, five (5) paper copies of the 24 x 36 inches size plan sheets.
- B. Plan must include:
 1. Plan sheets drawn on a reproducible medium and must measure no less than eleven (11) inches by seventeen (17) inches and no larger than twenty-four (24) inches by thirty-six (36) inches; with a:
 2. Scale of the drawings no greater than one inch equals thirty (30) feet for developments less than ten (10) acres, and one inch equals fifty (50) feet for all others;
 3. Code block in the lower right-hand corner. The block must contain:
 - a. Name(s) and address(es) of the applicant and owner,
 - b. Name of the project.
 - c. Name and address of the preparer of the plan, with professional seal, if applicable,
 - d. Date of plan preparation/revision, and a unique ID number for the plan and any revisions;
 4. Standard boundary survey conducted by a surveyor licensed in the state of Maine, in the manner recommended by the State Board of Registration for Land Surveyors;
 5. An arrow showing true north and the magnetic declination, a graphic scale, and signature blocks for the owner(s) and members of the Planning Board;
 6. Locus map showing the property in relation to surrounding roads, within two thousand (2,000) feet of any property line of the development,
 7. Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage;
 8. Names and addresses of all owners of record of property abutting the development, including those across a street;
 9. Locations of essential physical features such as watercourses, forest cover, and outcroppings
 10. Proposed development area conditions including, but not limited to:
 - a. Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within one hundred (100) feet of the property line;
 - b. Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainage ways;

- c. Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown;
- d. Domestic water source;
- e. Parks, open space, or conservation easement locations;
- f. Lot lines, interior and exterior, right-of-way, and street alignments;
- g. Road and other paved ways plans, profiles and typical sections including all relevant data;
- h. Setbacks Existing and proposed;
- i. Machinery permanently installed locations likely to cause appreciable noise at the lot lines;
- j. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature;
- k. Topographic contours of existing contours and finished grade elevations within the development;
- l. Sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed;;
- m. Landscaping required including size and type of plant material;
- n. Temporary markers locations adequate to enable the Planning Board to readily locate and appraise the layout of the development;
- o. Land proposed to be dedicated to public use and the conditions of such dedication;
- p. Natural features or site elements to be preserved.

C. Supporting documentation must include:

- 1. Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within five hundred (500) feet from any boundary of the proposed development;
- 2. Existing Development Area Conditions including but not limited to:
 - a. Location and description of all structures, including signs, existing on the site, together with accesses located within one hundred (100) feet of the property line;
 - b. Essential physical features such as watercourses, wetlands, flood plains, wildlife habitat areas, forest cover, and outcroppings;
 - c. Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainage ways;
- 3. Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based;
- 4. Property encumbrances currently affecting the property, as well as any proposed encumbrances;
- 5. Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development;

6. Erosion and sedimentation control plan endorsed by the York County soil and water conservation district;
 7. Stormwater management plan for stormwater and other surface water drainage prepared by a registered professional engineer including a Maintenance Plan and Agreement that defines maintenance responsibilities, responsible parties, shared costs, and schedule. Where applicable, a Maintenance Agreement must be included in the Document of Covenants, Homeowners Documents and/or as riders to the individual deed and recorded with the York County Registry of Deeds.
 8. Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soil survey must be provided;
 9. Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours.
 10. Traffic impact analysis in accordance with subsection (E)(2) for developments involving forty (40) or more parking spaces or which are projected to generate more than four hundred (400) vehicle trips per day;
 11. Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator;
 12. Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location;
 - a. Additional submissions as may be required by other sections of this Code such as for clustered development, mobile home parks, or junkyards must be provided.
 - b. Letters of evaluation of the development by the Chief of Police, Fire Chief, Commissioner of Public Works, and, for residential applications, the superintendent of schools, must be collected and provided by the Town Planner.
 - c. Additional Requirements. In its consideration of an application/plan, the Planning Board may at any point in the review, require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application.
1. Such materials may include:
 1. Traffic impact study, including the following data:
 - a. An executive summary outlining the study findings and recommendations.
 - b. A physical description of the project site and study area encompassed by the report with a diagram of the site and its relationship to existing and proposed development sites within the study area.
 - c. A complete description of the proposed uses for the project site (in cases where specific uses have not been identified, the highest traffic generators within the category best fitting the proposed development must be used to estimate traffic generators).
 - d. Existing land uses and zone(s) in the vicinity of the site must be described. Any proposals for the development of vacant parcels or redevelopment of parcels within the study area of which the municipality makes the applicant aware, must be included in the description.
 - e. Roadway geometry and existing traffic control devices on all major streets and intersections affected by the anticipated traffic generated.
 - f. Trip generation must be calculated for the proposed project and other proposed new projects and redevelopment projects within the study area using the most recent data available from the Institute of Transportation Engineers' (ITE) Trip Generation Guide, and/or actual field data collected from a comparable trip generator (i.e., comparable in size, location and setting). This data will be presented in a summary table

such that assumptions on trip generation and rates arrived at by the engineer are fully understandable to the Planning Board.

- g. The anticipated trip distribution of vehicles entering and exiting the proposed site during the appropriate peak hour(s) must be described and diagrammed.
 - h. Trip assignment, the anticipated utilization of study area roadways by traffic generated by the proposed project, must be described and diagrammed.
 - i. Existing traffic conditions in the study area will be identified and analyzed based upon actual field counts and/or recent available machine counts.
 - j. Existing traffic conditions in the study area will be described and diagrammed, specifically AADT, appropriate peak design hour(s), traffic volumes, roadway and intersection capacities, and levels of service.
 - k. Existing safety conditions must be evaluated based upon the traffic accident data available for the most current three years and described including link and node critical rate factors (CRF).
 - l. Future traffic conditions on the roadway system will be estimated based on existing volumes, projected traffic growth in the general study area, projected traffic from approved development, and traffic generated by the proposed project, specifically AADT traffic, appropriate peak hour(s) traffic volumes, roadway and intersection capacity, roadway and intersection levels of service will be analyzed. When other projects are being proposed within the impact area of the project, the Planning Board may require these projects to be incorporated into the analysis.
 - m. When the analysis of the proposed project's impact on traffic indicates unsatisfactory CRF, levels of service or operating capacity on study area roadways and intersections, a description of proposed improvements to remedy identified deficiencies must be included.
 - n. The base data collected and analyzed during the course of the traffic impact study must be made available upon request of the Planning Board.
2. o. If a development that requires a traffic impact study is within five hundred (500) feet of York or Eliot, Maine or if the study identifies impacts on segments of Route 1 or Route 236 or on their intersections located in York or Eliot, Maine, the applicant must provide evidence that a copy of the impact study has been given to the impacted municipality's chief administrative officer;
3. Environmental Analysis. An analysis of the effects that the development may have upon surrounding lands and resources, including intensive study of groundwater, ecosystems, or pollution control systems, as the Planning Board, upon review and recommendation by the Conservation Commission, may deem necessary;
4. Hydrologic Analysis. When required, an analysis of the effects that the development may have on groundwater must be conducted in accordance with Section 16.32.520. This analysis is always required for mobile home park proposals.
5. Wireless Communication Services Facilities (WCSF) Analysis.
- a. A visual impact analysis prepared by a landscape architect or other qualified professional acceptable to the Town that quantifies the amount of visual impact on properties located within five hundred (500) feet, within two thousand five hundred (2,500) feet and within two miles of the WCSF. This analysis will include recommendations to mitigate adverse visual impacts on such properties;
 - b. An analysis prepared by a qualified professional acceptable to the Town that describes why this site and structure is critical to the operation for which it is proposed. The analysis must address, at a minimum: existing and proposed service area; how this WCSF is integrated with other company operations, particularly other structures in Kittery and surrounding communities; future expansion needs in the area; the effect on company operations if this structure is not constructed in this location; other sites evaluated for location of this

structure and how such sites compare to the proposed site; other options, if any, which could be used to deliver similar services, particularly if the proposed equipment can be co-located (shared use) on an existing structure; and an analysis to the projected life cycle of this structure and location;

- c. Certification by a structural engineer that construction of the structure satisfies all federal, state and local building code requirements as well as the requirement of maximum permitted co-location at the site as approved by the Planning Board / Town Planner;
- d. Payment of all required performance guarantees as a condition of plan approval, with a note on the plan so stating;
- e. Payment of the Planning Board application fees;
- f. And all other requirements per Section 16.10.

16.10.7.2 Final Plan Application Submittal Content.

A. A complete final plan application must fulfill all the requirements of a preliminary plan as indicated in subsection 16.36.??? of this section and must show the following items, unless the Planning Board, by formal action, upon the applicant's written request, waives or defers any requirement(s) for submission. If no changes occurred to the preliminary plan it also may be considered to be the final plan.

B. Preliminary plan information including vicinity map and any amendments thereto suggested or required by the Planning Board, or other required reviewing agency;

C. Street names and lines, pedestrian ways, lots, easements, and areas to be reserved for or dedicated to public use;

D. Street length of all straight lines, the deflection angles, radii, lengths of curves and central angles of all curves, tangent distances and tangent bearings;

E. Lots and blocks within a subdivision numbered in accordance with local practice;

F. Markers/permanent reference monuments: Their location, source references, and where required, constructed in accordance with specifications herein;

G. Structures; their location and description including signs, to be placed on the site, floor plans and elevations of principal structures as well as detail of all structures showing building materials and colors, and accesses located within one hundred (100) feet of the property line;

H. Outdoor lighting and signage plan; if the

1. Lighting plan, if the application involves the construction of more than five thousand (5,000) square feet of nonresidential floor area, or the creation of more than twenty thousand (20,000) square feet of impervious area, or the creation of three or more dwelling units in a building; prepared by a qualified lighting professional, showing at least the following at the same scale as the site plan:

- a. All buildings, parking areas, driveways, service areas, pedestrian areas, landscaping, and proposed exterior lighting fixtures;
- b. All proposed lighting fixture specifications and illustrations including photometric data, designation as "cut-off" fixtures, color rendering index (CRI) of all lamps (bulbs), and other descriptive information on the fixtures;
- c. Mounting height of all exterior lighting fixtures;
- d. Lighting analyses and luminance level diagrams or photometric point by point diagrams on a twenty (20) foot grid showing that the proposed installation conforms to the lighting level standards of the ordinance codified in this Section together with statistical summaries documenting the average luminance, maximum luminance, minimum luminance, average to minimum uniformity ratio, and maximum to minimum uniformity ratio for each parking area, drive, canopy, and sales or storage area;

e. Drawings of all relevant building elevations showing the fixtures, the portions of the walls to be illuminated, the luminance levels of the walls, and the aiming points for any remote light fixtures; and

f. A narrative that describes the hierarchy of site lighting hierarchy and how the lighting will be used to provide safety, security, and aesthetic effects.

I. Machinery permanently installed locations likely to cause appreciable noise at the lot lines;

J. Materials (raw, finished or waste) storage areas, their types and location; and any stored toxic or hazardous materials, their types and locations;

K. Fences, retaining walls and other artificial features locations and dimensions proposed;

L. Landscaping plan including location, size, and type of plant material;

M. Boundary markers for protected land areas permanently marked using Town environmental boundary markers, their location and type. The five boundary markers are: (1) Conservation Land, (2) Protected Wetland, (3) Protected Vernal Pool, (4) Wildlife Habitat, and (5) Wetlands. Depending on the proposed development the required marker(s), number of markers, placement and spacing, and the method of mounting.

N. Municipal impact analysis of the relationship of the revenues to the Town from the development and the costs of additional publicly funded resources including;

1. Review for impacts. A list of the construction items that will be completed by the developer prior to the sale of lots.

2. Municipal construction and maintenance items. A list of construction and maintenance items that must be borne by the municipality, which must include, but not be limited to:

a.. Schools, including busing;

b. Road maintenance and snow removal;

c. Police and fire protection;

d. Solid waste disposal;

e. Recreation facilities;

f. Runoff water disposal drainage ways and/or storm sewer enlargement with sediment traps

3. Municipal costs and revenues. Cost estimates to the Town for the above services and the expected tax revenue of the development.

O. Open Space Land Cession Offers. Written offers of cession to the municipality of all public open space shown on the plan, and copies of agreements, or other documents showing the manner in which space(s), Code to which is reserved by the subdivider, are to be maintained.

P. Open Space Land Cession Offers Acknowledgement by Town. Written evidence that the municipal officers are satisfied with the legal sufficiency of the documents referred to in subsection (C)(2)(a) of this section. Such written evidence does not constitute an acceptance by the municipality of any public open space referred to in subsection (C)(2)(a) of this section.

Q. Performance Guaranty and Town Acceptance to secure completion of all improvements required by the Planning Board and written evidence the Town manager is satisfied with the sufficiency of such guaranty.

1. Where improvements for the common use of lessees or the general public have been approved, the Planning Board must require a performance guaranty of amount sufficient to pay for said improvements as a part of the agreement.

2. Process. Prior to the issue of a building permit, the applicant must, in an amount and form acceptable to the Town manager, file with the municipal treasurer an instrument to cover the full cost of the required improvements. A period of one year (or such other period as the Planning Board may determine appropriate, not to exceed three years) is the guaranty time within which required improvements must be completed. The performance guaranty must include an amount required for recreation land or improvements as specified.

R. Maintenance Plan and Agreement defining maintenance responsibilities, responsible parties, shared costs, and schedule. Where applicable, a Maintenance Agreement must be included in the Document of Covenants, Homeowners Documents and/or as riders to the individual deed.

S. Phasing Plan. Where, upon applicant's request, the Planning Board may permit phasing of the plans where it can be demonstrated to the Planning Board's satisfaction that such phasing would result in a safe and orderly development of the plan.

1. The applicant may file a section of the approved plan with the municipal officials and the York County registry of deeds if said section constitutes at least twenty-five percent (25%) of the total number of lots, or for plans including buildings, twenty-five percent (25%) of the gross area, contained in the approved plan. In all circumstances, plan approval of the remaining sections of the plan will remain in effect for three years unless the applicant requests and the Planning Board grants extensions of time equivalent to the requirements for approved plans in Section 16.36.050(E).

2. Phasing is subject to any conditions deemed necessary to assure a reasonable mixture of uses is completed within each separate phase of the plan.

3. Where projects are to be constructed in phases, phasing of stormwater management, water mains and streets are part of the review process.

4. Portions of both the developed and undeveloped site, impacted by interim infrastructure conditions such as un-looped water systems, stormwater runoff from unfinished areas onto finished areas and vice versa, dead end streets, etc., must be clearly defined and shown on the plans.

5. The Planning Board may permit construction of phases "out of order" only when the storm drainage plan and the water plan, etc. have been reviewed and it has been demonstrated that the impact on both the developed and undeveloped sections is negligible.

T. Right-of-Way Plan.

1. A completed application for a Planning Board approved right-of-way must include the requirements of Section 16.36.060 with the following modifications:

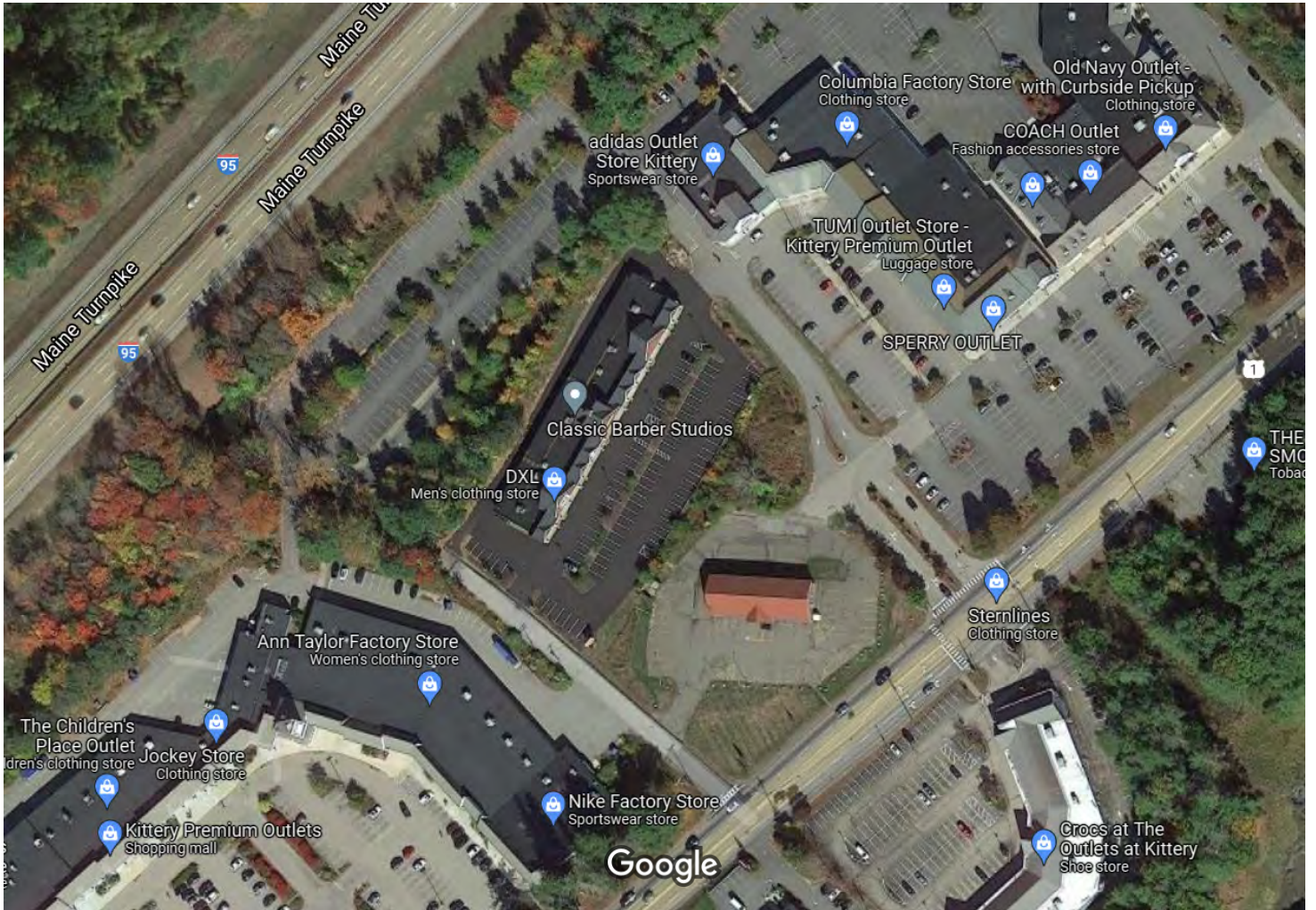
a. The following submission requirements are not necessary for Right-of-Way review: subsections (B)(2)(l), (m), (p), (r)—(w) and (z); (B)(3)(c)—(h); (B)(4); and (B)(5) of this section.

b. Subsection (B)(2) of this section modified so floor plans and elevations of principal structures are not required;

c. Include the size of the parcel minus the area in the ROW, and the street frontage excluding the ROW;

d. Only need to show and locate on the plan the names and addresses of all owners of record of contiguous property, including those across a street;

e. Include required front yards from the R.O.W. on the plan.



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



Kittery, ME






November 17, 2021

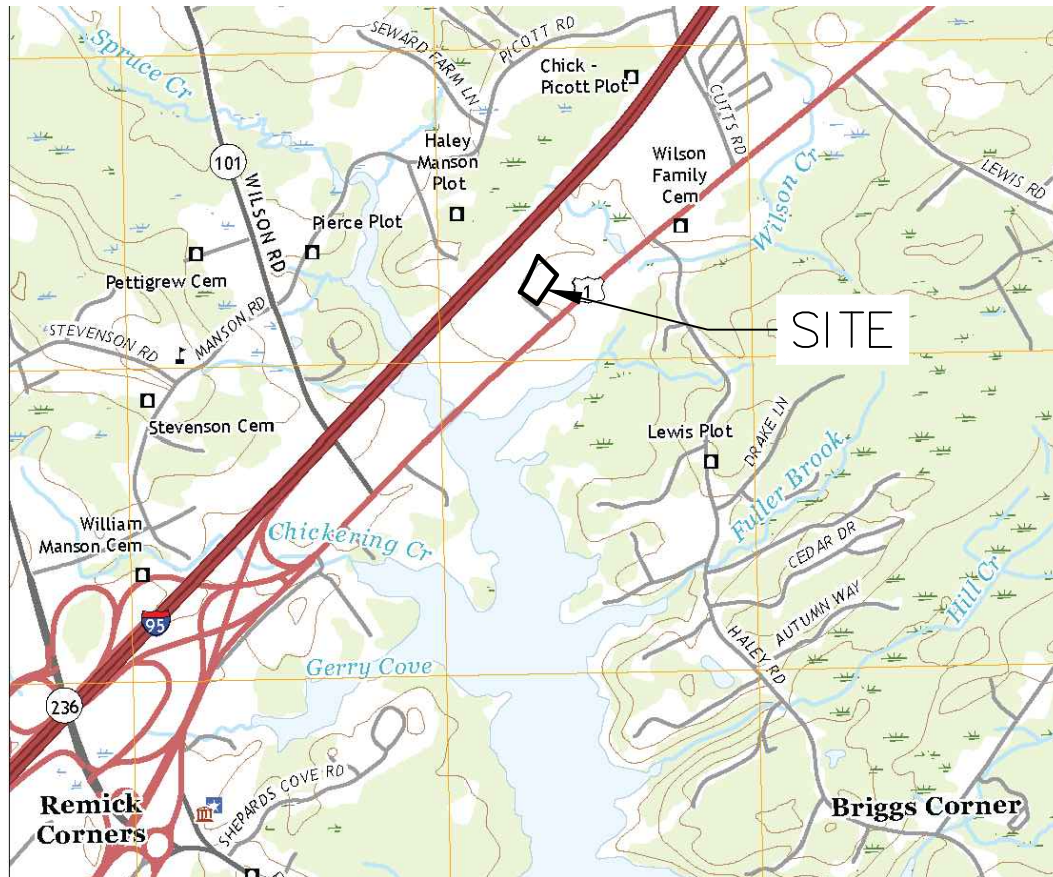
1 inch = 200 Feet

www.cai-tech.com



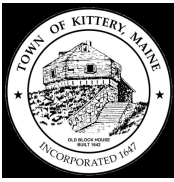
	Commercial - 1
	Residential - Rural
	Transportation - Maine Turnpike

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



SITE LOCATION MAP

APPROXIMATE SCALE 1" = 2000'



500 foot Abutters List Report

Kittery, ME
November 10, 2021

Subject Property:

Parcel Number: 47-3
CAMA Number: 47-3
Property Address: 8 DEXTER LANE

Mailing Address: THE OUTLET MALL OF KITTERY, LLC
102 BAY STREET
MANCHESTER, NH 03104

Abutters:

Parcel Number: 47-1
CAMA Number: 47-1
Property Address: 345 US ROUTE 1

Mailing Address: CPG KITTERY HOLDINGS LLC C/O
CHELSEA PROPERTY GROUP
PO BOX 6120
INDIANAPOLIS, IN 46206-6120

Parcel Number: 47-24
CAMA Number: 47-24
Property Address: 360 US ROUTE 1

Mailing Address: 283-360 KITTERY, LLC
ATTN. MICHAEL HAHN 280 FORE
STREET
PORTLAND, ME 04101

Parcel Number: 47-24A
CAMA Number: 47-24A
Property Address: 366 US ROUTE 1

Mailing Address: SAM'S INTERNATIONAL GROUP, LLC
21 HICKORY POND LANE
STRATHAM, NH 03885

Parcel Number: 47-24B
CAMA Number: 47-24B
Property Address: US ROUTE 1

Mailing Address: INHABITANTS OF KITTERY US ROUTE 1
SEWER EASEMENT
200 ROGERS ROAD
KITTERY, ME 03904-1428

Parcel Number: 47-25
CAMA Number: 47-25
Property Address: 340 US ROUTE 1

Mailing Address: SPRUCE CREEK RETAIL OUTLET LLC
117 KENDRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

Parcel Number: 47-25A
CAMA Number: 47-25A
Property Address: 350 US ROUTE 1

Mailing Address: SPRUCE CREEK RETAIL OUTLET LLC
117 KENDRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

Parcel Number: 47-3A
CAMA Number: 47-3A
Property Address: 355 US ROUTE 1

Mailing Address: OCSAP LTD
10365 MT SAVAGE ROAD NW
CUMBERLAND, MD 21502

Parcel Number: 47-4
CAMA Number: 47-4
Property Address: 375 US ROUTE 1

Mailing Address: F/C KITTERY DEVELOPMENT LLC JOHN
AUZO MANAGER
PO BOX 6120
INDIANAPOLIS, IN 46206



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

COMMERCIAL LEASE (NET LEASE)

PARTIES As of September 28, 2021, (the "Lease Effective Date") The Outlet Mall Of Kittery LLC with a mailing address of 102 Bay St. Manchester NH 03104 , ("LANDLORD"), hereby leases to Tree Tips 3 LLC with a mailing address of 8 Dexter Lane, Suite #8 Kittery ME 03904, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

PREMISES The "Leased Premises" is **Suite 8** deemed to contain two thousand seven hundred forty-two and one-half (2,742.5) square feet located at 8 Dexter Lane Kittery, Maine 03904 in the shopping center known as The Outlet Mall of Kittery (the "Property") together with the right to use, in common, with others entitled thereto, the hallways, stairways, and parking, necessary for access to said Leased Premises, and lavatories nearest thereto.

POSSESSION DATE The "Possession Date" is the date LANDLORD delivers possession of the Leased Premises to TENANT free of all other occupants' rights thereto and in broom clean "as-is" condition. The Possession Date will occur upon the expiration of the Contingency Period.

CONTINGENCY PERIOD The "Contingency Period" is the period commencing on the Lease Effective Date and expiring three (3) months thereafter (the "Contingency Period Expiration Date"). TENANT'S obligations under this Lease are contingent on its receipt of all necessary governmental permits, licenses and approvals necessary to operate a Retail Marijuana Dispensary (the "Permits"). TENANT will use commercially reasonable efforts to obtain the Permits. Upon applying for the Permits, TENANT will diligently pursue same. If TENANT does not obtain the Permits on or before the expiration of the Contingency Period, TENANT will have the right to terminate this Lease upon seven (7) days written notice to LANDLORD. On any termination of this Lease, all rights and obligations of LANDLORD and TENANT shall be of no further force or effect. TENANT'S right to terminate shall expire as of the Contingency Period Expiration Date and if TENANT has not terminated this Lease, TENANT shall be deemed to have waived the contingencies as of the Contingency Period Expiration Date.

ONGOING CONTINGENCY TENANT shall have the right to terminate this Lease if changes to Federal, local or state laws or regulations lead to the revocation of any Permits required for TENANT to operate one or more of its Permitted Uses at the Premises. This contingency will not apply to a revocation of one or more permits as the result of TENANT actions or inactions in its licensing process or handling of its business practices.

PRE-TERM RENT During the Contingency Period, TENANT shall be not be obligated to pay LANDLORD any rent.

RENT COMMENCEMENT DATE TENANT shall give LANDLORD written notice within seven (7) days of TENANT'S receipt of the Permits. Upon this notification, the Contingency Period ends, the Possession Date shall occur and rent will commence.

LEASE TERM The initial term of this Lease shall be for a period of one hundred twenty (120) full calendar months, beginning on the Possession Date. If the Rent Commencement Date is not on the first day of a month, the first year of this Lease will include the period from the Rent Commencement Date through the last day of the month which is the twelfth (12th) month after the month in which the Rent Commencement Date occurs.

RENT Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD the following Base Rent:

Lease Year	Annual Base Rent	Monthly Base Rent
1	\$41,137.50	\$3,428.13
2	\$42,165.94	\$3,513.83
3	\$43,220.09	\$3,601.67
4	\$44,300.59	\$3,691.72
5	\$45,408.11	\$3,784.01
6	\$47,993.75	\$3,999.48
7	\$49,193.60	\$4,099.47
8	\$50,423.44	\$4,201.95
9	\$51,684.02	\$4,307.00
10	\$52,976.12	\$4,414.68

Base Rent is payable in advance in equal monthly installments on the first day of each month during the term of

this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: 102 Bay St. Manchester NH 03104. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

RENEWAL OPTION

So long as TENANT has not been in default of this Lease during the term hereof, TENANT shall have the option to renew this Lease for two (2) terms of five (5) years each. In order to exercise TENANT'S option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for Base Rent which shall be as follows:

FIRST RENEWAL TERM

Lease Year	Annual Base Rent	Monthly Base Rent
11	\$54,850.00	\$4,570.83
12	\$56,221.25	\$4,685.10
13	\$57,626.78	\$4,802.23
14	\$59,067.45	\$4,922.29
15	\$60,544.14	\$5,045.34

SECOND RENEWAL TERM

Lease Year	Annual Base Rent	Monthly Base Rent
16	\$61,706.25	\$5,142.19
17	\$63,248.91	\$5,270.74
18	\$64,830.13	\$5,402.51
19	\$66,450.88	\$5,537.57
20	\$68,112.16	\$5,676.01

In the event TENANT fails to perform its obligations under this Section, the option shall be deemed not to have been exercised.

SECURITY DEPOSIT

TENANT will deliver to LANDLORD a refundable initial security deposit of three thousand four hundred twenty-eight dollars and thirteen cents (\$3,428.13) upon the expiration of the contingency period. The Security Deposit shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions. TENANT shall immediately replenish the Security Deposit at any time it is applied or used by LANDLORD.

RENT ADJUSTMENT

A. TAXES

TENANT will pay to LANDLORD as additional rent hereunder hereof, in accordance with subparagraph B of this Article, sixteen point three percent (16.3%) of all real estate taxes on the land and buildings of which the Leased Premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.

B. OPERATING COSTS

TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, sixteen point three percent (16.3%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e., as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to \$950.00. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses also showing TENANT'S share of the same. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the Leased Premises exclusively, and all charges for telephone and other communication systems used at and supplied to the Leased Premises. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) so as to maintain the Leased Premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

USE OF LEASE PREMISES

TENANT shall use the Leased Premises for the storage and packaging of cannabis, dispensing of cannabis to qualified patients and individuals 21+ years of age, and any other cannabis related activities as permitted by local and state law (a "Retail Marijuana Dispensary"). This use is subject to TENANT obtaining all licenses and permits required under state and local law, and subject to TENANT'S continuing compliance with all applicable state and local laws.

EXCLUSIVE USE

LANDLORD represents, warrants, and covenants that from and after the Effective Date, neither LANDLORD nor any Landlord Affiliate will lease any space within five miles of the Property (except the premises hereby demised) permit the use or occupancy of any such space, whether at wholesale or at retail, to any unrelated tenant or other occupant which sells, or displays for sale or provides services in any one or more of the following: Retail Marijuana, Cannabis, CBD, recreational and/or medical.

COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the Leased Premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Leased Premises; (iii) TENANT shall not permit the use of the Leased Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the Leased Premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

MAINTENANCE

A. TENANT'S OBLIGATIONS

TENANT will maintain the interior of the Leased Premises, the heating, ventilation and air conditioning systems (collectively, "HVAC Systems") of the Leased Premises and the plumbing and electrical systems of the Leased Premises during the lease term. LANDLORD will warrant that the HVAC Systems, the plumbing, and electrical systems of the Leased Premises will be in good working condition for a period of five years from the Possession Date. Notwithstanding anything to the contrary herein, TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.

B. LANDLORD'S OBLIGATIONS

LANDLORD agrees to maintain and repair the parking lot, roof, exterior walls, foundation, underground or below the foundation sewer, plumbing, utility pipes, lines, mains and conduits, the structural components of the building

of which the Leased Premises are a part and the common areas of the Leased Premises, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs thereof.

- SIGNAGE** TENANT will have the right to place its exterior signs on the Leased Premises, its own sign panel on the existing pylon, and to erect a new pylon for signage at the Property during the lease term, subject to Tenant and LANDLORD's prior written approval, which shall not be unreasonably withheld. Signage will adhere to all applicable local and state regulations as well as property standards, which are attached as Exhibit B.
- ASSIGNMENT-SUBLEASING** TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Leased Premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance which consent shall not be unreasonably withheld. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT, interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
- QUIET ENJOYMENT** Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the Leased Premises; provided TENANT covenants that it holds the Leased Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the Leased Premises.
- LANDLORD'S ACCESS** Notwithstanding the foregoing, LANDLORD acknowledges that due to the nature of TENANT's business, except with regard to law enforcement officers or life safety personnel, any representatives of LANDLORD shall be escorted by TENANT personnel when visiting the Leased Premises. In the event LANDLORD is prohibited from entering the Leased Premises and LANDLORD'S denied entry results in any damages or losses of any kind, TENANT shall be liable for all such costs including any applicable reasonable attorney's fees. TENANT hereby agrees to indemnify LANDLORD from any and all losses suffered in connection with this section.
- TENANT'S LIABILITY INSURANCE** TENANT shall (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence, and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the Leased Premises for their full replacement value under standard Maine form policies against fire and standard extended coverage risks, and with such companies as LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.
- FIRE CASUALTY-EMINENT DOMAIN** In the case of damage to the Leased Premises for which repair costs exceed 51% of the replacement value of the Leased Premises, TENANT may elect to terminate this Lease if it is forced to discontinue revenue operations for more than thirty (30) days cumulative.
- Should a substantial portion of the Leased Premises, or of the Property of which they are a part, be damaged by fire or another casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within thirty (30) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore.
- DEFAULT AND BANKRUPTCY** In the event that:
- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
 - (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
 - (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
 - (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy,

insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate.

NOTICE

Any notice from LANDLORD to TENANT relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, upon mailing to the TENANT, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at TENANT'S address set forth in Article 1. Any notice from TENANT to LANDLORD relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

SURRENDER

TENANT shall at the expiration or other termination of this Lease peaceably yield up the Leased Premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Leased Premises, repairing all damage caused by such removal, and leaving the Leased Premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the Leased Premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises, TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Leased Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof, from the Leased Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the Leased Premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

MISCELLANEOUS

If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. No

provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and

TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only and shall not be considered a part of this Lease.

BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises other than Justin C. DePre ("TENANT'S BROKER"). TENANT agrees in the event of any brokerage claims against LANDLORD by TENANT'S BROKER, TENANT agrees to defend the same and indemnify LANDLORD against any such claim. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises. LANDLORD agrees to credit TENANT a commission due on the Possession Date totaling 4% of the total lease value of the first term. No commission will be due on either of the renewal terms. This rent credit will be deducted from the monthly rent payments starting on the Rent Commencement Date.

POSSESSION OF REGULATED ASSETS

Notwithstanding the foregoing, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord or its agents to claim, control, possess, secure, sell, dispose of or handle in any manner any marijuana, marijuana waste or any other marijuana product or marijuana by-product (collectively, "Regulated Assets") located on the Premises. Landlord acknowledges and agrees that any Regulated Assets located on the Premises shall be controlled in accordance with all applicable State laws and Regulations.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

In witness whereof the parties have caused this agreement to be signed.

TENANT: Tree Tips 3 LLC

LANDLORD:



Signature

The Outlet Mall Of Kittery LLC

DocuSigned by:



Signature

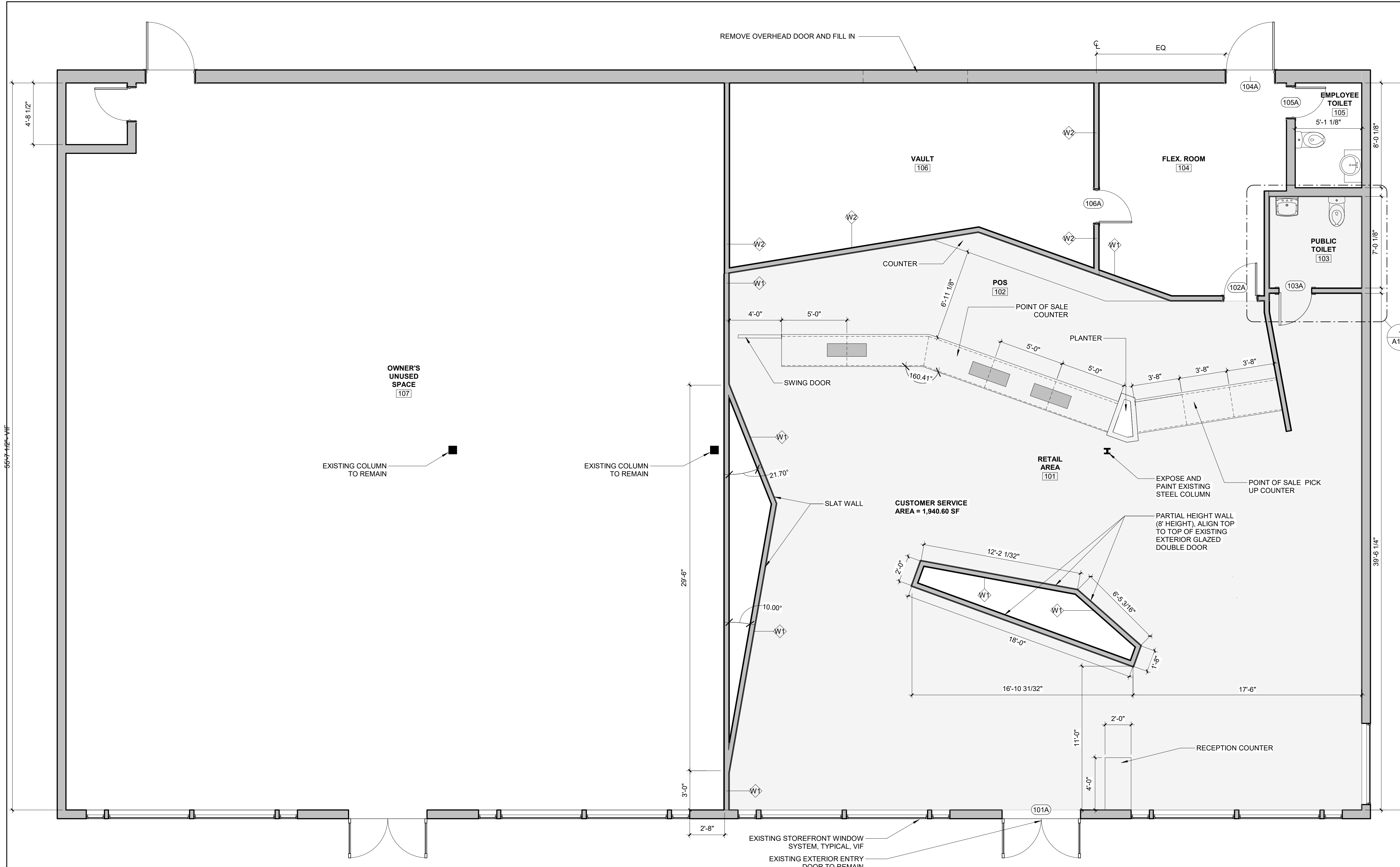
DB1EAE80C802433...

Nick Friedman / Manager

Bernard Gamache Member

NAME/TITLE

NAME/TITLE



- GENERAL NOTES:**
- DIMENSIONS ARE TO FACE OF FRAMING AND/OR FACE OF FOUNDATION UNLESS NOTED OTHERWISE.
 - INTERIOR PARTITIONS SHALL BE 2x4 (TYPE W1) UNLESS NOTED OTHERWISE.
 - INTERIOR DOORS SHALL BE INSTALLED 6" OFF FACE OF WALL UNLESS NOTED OTHERWISE.
 - COORDINATE FINISHES W/ OWNER, BASIS OF DESIGN INCLUDES POLISHED CONCRETE FLOOR, PAINTED GWB WALLS, PAINTED WOOD WALL BASE, PAINTED EXPOSED CEILING, AND PAINTED GWB CEILING.
 - PROVIDE INTERIOR DOORS W/ PAINTED WOOD FRAMES.
 - AT PARTIAL HEIGHT WALLS, PROVIDE 2x JOIST FRAMING AND PLYWOOD SHEATHING.
 - PROVIDE BLOCKING AT TOILET ROOMS AND BREAK ROOM AS NEEDED, COORDINATE W/ OWNER, COORDINATE AND VERIFY BLOCKING NEEDED AT OTHER LOCATIONS WITH OWNER PRIOR TO ENCLOSURE OF PARTITIONS.

OWNER'S
UNUSED
SPACE
107

EXISTING COLUMN
TO REMAIN

CUSTOMER SERVICE
AREA = 1,940.60 SF

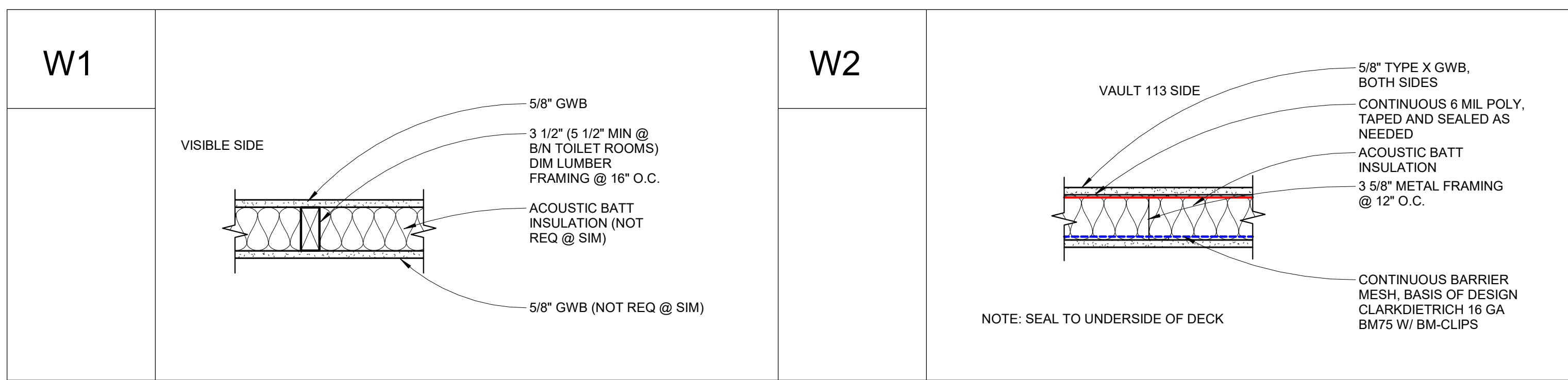
RETAIL
AREA
101

EMPLOYEE
TOILET
105

PUBLIC
TOILET
103

FLEX ROOM
104

VAULT
106



WALL TYPES
1 1/2" = 1'-0"

NOTE TO BUILDER:
THESE DRAWINGS DO NOT NECESSARILY SHOW THE INFORMATION AND/ OR INSTRUCTIONS NECESSARY TO COMPLETE THE PROJECT. BY USING THESE DRAWINGS, THE GENERAL CONTRACTOR UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTIONS AND SHOULD ENGAGE THE SERVICES OF A LICENSED STRUCTURAL, MECHANICAL, CIVIL, OR ELECTRICAL ENGINEER WHERE THESE TRADES PERTAIN TO THIS PROJECTS OR TO SAFETY OF ITS OCCUPANTS AND USERS. BY USING THESE DRAWINGS, THE GENERAL CONTRACTOR AGREES TO NOT HOLD THE ARCHITECT LIABLE FOR ANY INCOMPLETE, OR MISSING INFORMATION, OR FOR ANY INFORMATION THAT IS IN CONFLICT WITH OR CONTRADICTORY TO FILED CONDITIONS, OTHER DRAWINGS, OR WORK PERFORMED BY THE CONTRACTOR.

Tree Tips 3 LLC
Kittery, Maine
Schematic Design

BURN
architecture for life
23 Maine St Suite 200 Portland, ME 04101 207-774-8432

CONSULTANTS:

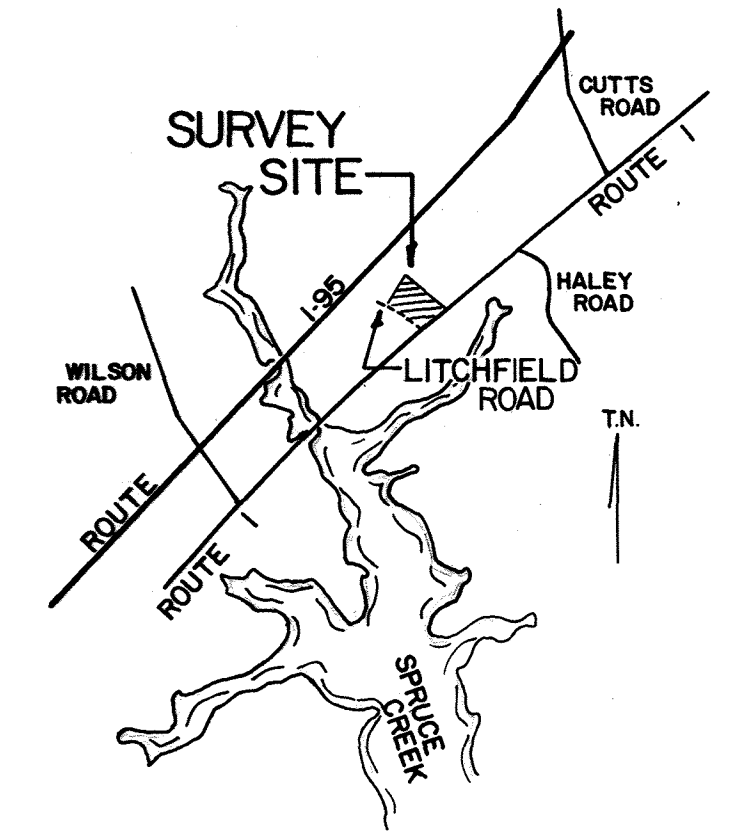
REVISIONS:

No.	Name	Date

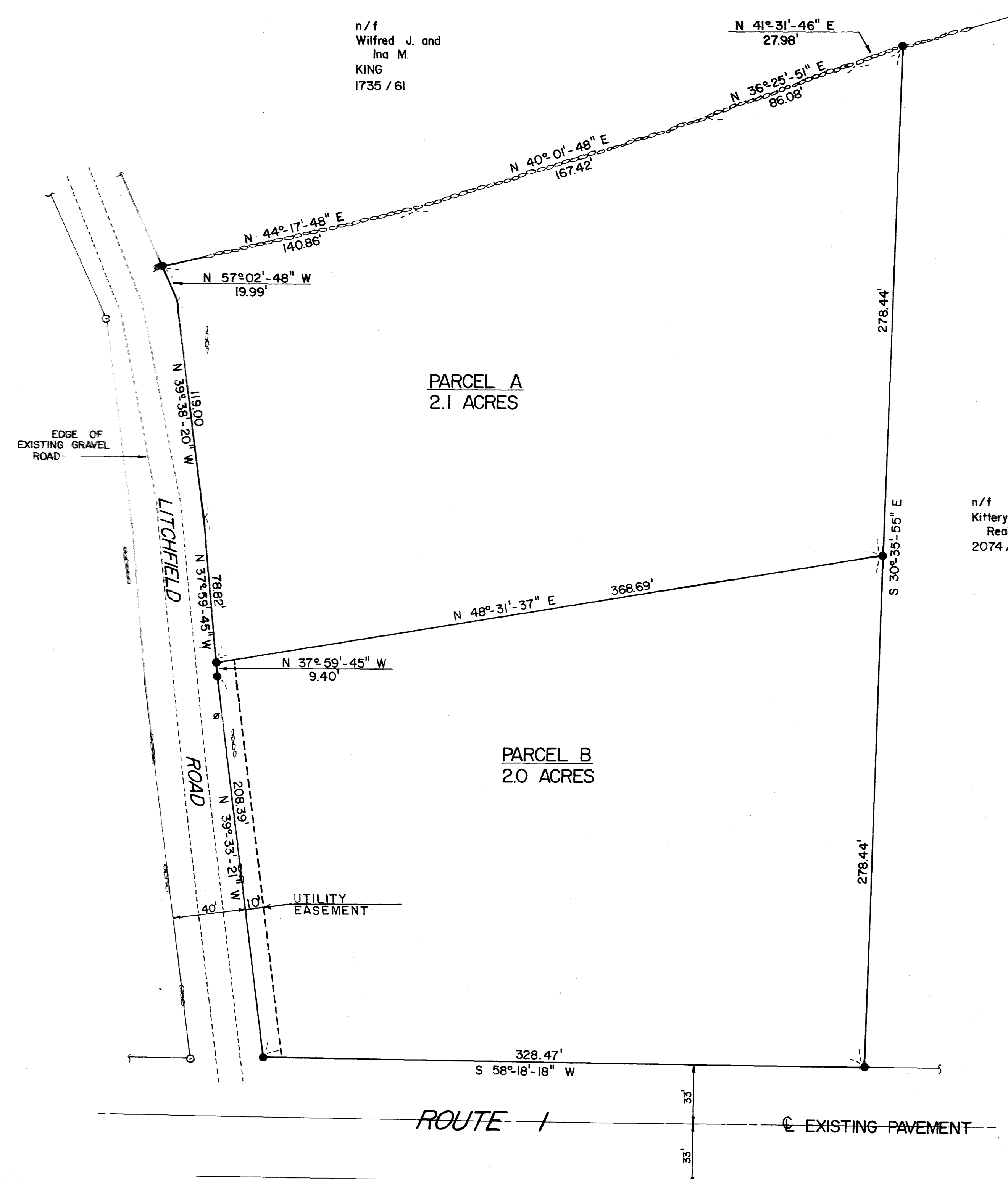
ISSUED: 11-05-21
PROJECT No: 2111
DRAWN BY: LH, SE
CHECKED BY: CMB
SHEET TITLE:
FLOOR PLAN

A101

LEGEND
 IRON PIN FOUND ———— ○
 STONE WALL ———— [wavy line]
 IRON PIN SET ———— ●
 IRON PIN TO BE SET ———— ⊙



LOCATION PLAN
n.t.s.



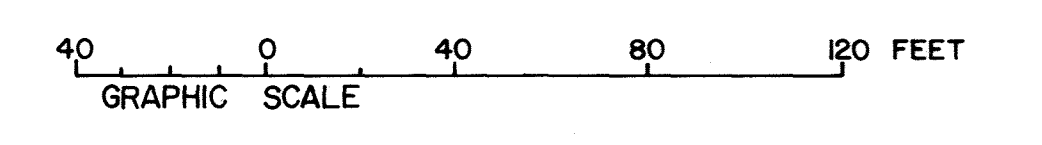
n/f
Wilfred J. and
Ina M.
KING
1735 / 61

n/f
Kittery-York Drive-In
Realty Trust
2074 / 65

n/f
K.B.L.M.
Kittery Trust
2767 / 244

GENERAL NOTES:

1. FIELD SURVEY PERFORMED IN MARCH 1982.
2. SIDELINE OF ROUTE 1 ESTABLISHED 33" FROM FROM THE CENTERLINE OF EXISTING PAVEMENT, MARCH, 1982.
3. SIDELINES OF LITCHFIELD ROAD CALCULATED FROM EXISTING MONUMENTATION AND DEED 2767 / 244. R.O.W. OF SAID ROAD IS 40'.



YORK, ss. REGISTRY OF DEEDS
 Received May 21 1982
 of 9 h. 22 m. A. M., and
 Filed in Plan Book 118 Page 1
 DEPUTY James M. Ponzetto

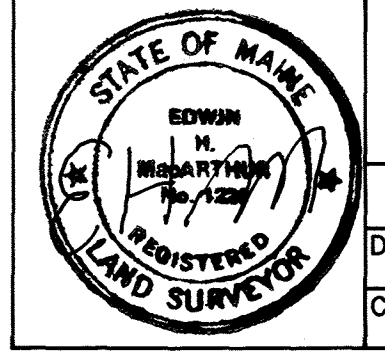
REFERENCE DEED
 HILDA WILSON
 2047 / 224
 DOCKET NO. 88171

ROUTE 1 R.O.W. WIDTH IS 4 RODS-
 STATE OF MAINE SUPREME JUDICIAL
 COURT RECORDS, VOLUME 5, PAGE 493 ff.,
 STATE ARCHIVES

STATE OF MAINE
 YORK COUNTY ss. REGISTRY OF DEEDS
 RECEIVED _____, 19____
 AT _____ h. _____ m. _____ A.M., AND RECORDED IN
 PLAN BOOK _____, PAGE _____

ATTEST: _____ REGISTER

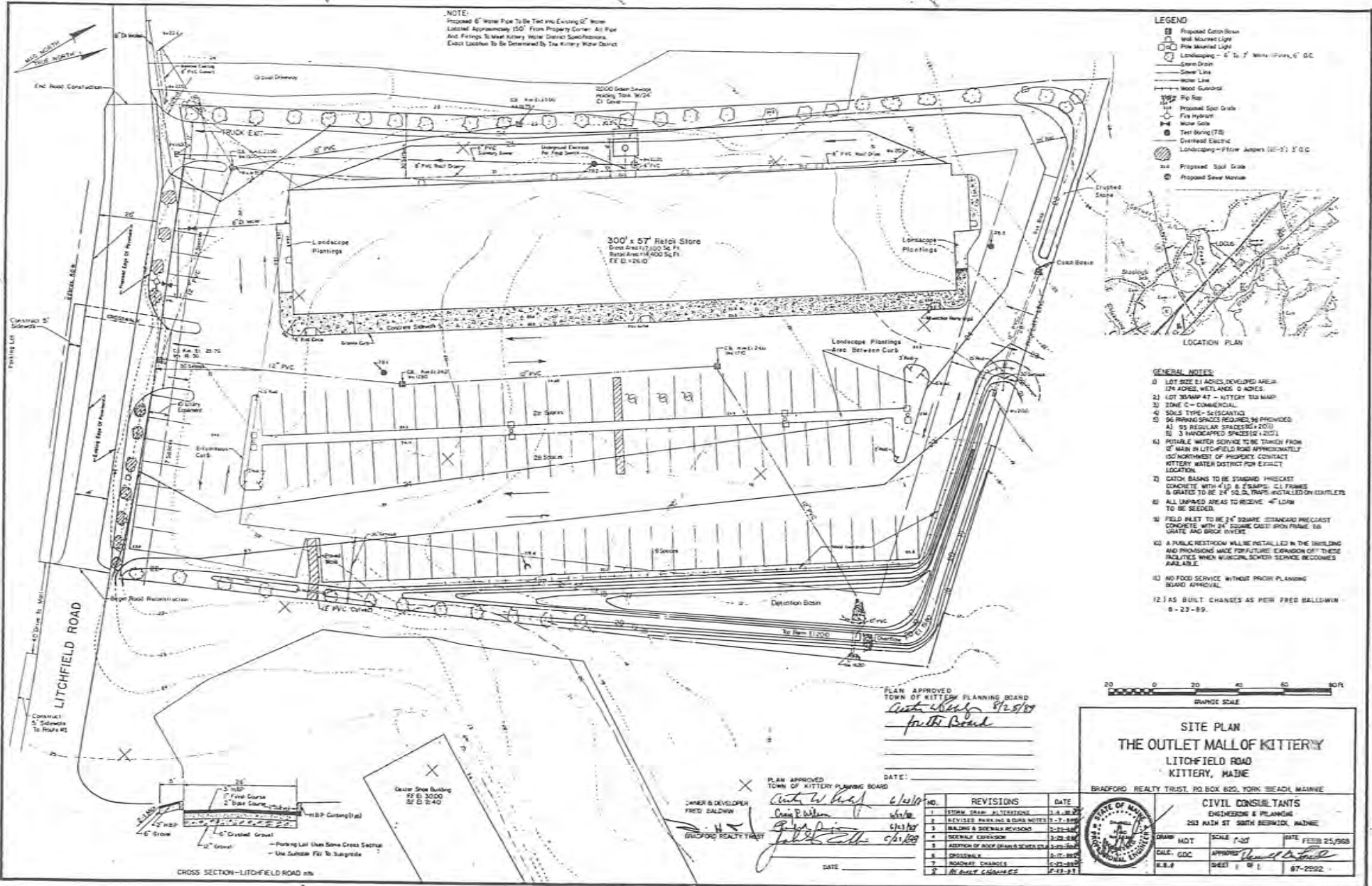
Plan of Land of Hilda Wilson Route 1 Kittery, Maine	
CIVIL CONSULTANTS P.O. BOX 101 SOUTH BERWICK, MAINE	
SCALE 1" = 40'	DATE May 21, 1982
DRAWN CALC. <u>awm jr.</u>	APPROVED CHECKED <u>Edwin H. Mather</u> <u>E.H.M.</u>
	82-106



10.00 pl

09630

Approval Plan



- LEGEND**
- Proposed Catch Basin
 - Well Mounted Light
 - Pole Mounted Light
 - Landscaping - 6" to 7" White Flower, 6" GC
 - Storm Drain
 - Sewer Line
 - Water Line
 - Wood Guardrail
 - Proposed Soil Grade
 - Fire Hydrant
 - Water Valve
 - Test Spring (TS)
 - Overhead Electric
 - Landscaping - 1" Flower Anthers (6"-8") 5" GC
 - Proposed Soil Grade
 - Proposed Sewer Manhole



- GENERAL NOTES:**
- 1) LOT SIZE 2.1 ACRES, DEVELOPED AREA 1.74 ACRES, REST AREA 0.36 ACRES
 - 2) LOT 36 AMP 47 - KITTERY T20 MAP
 - 3) ZONE C - COMMERCIAL
 - 4) SOILS TYPE - SC (SANDY)
 - 5) 96 PARKING SPACES REQUIRED, 96 PROVIDED
 - A) 95 REGULAR SPACES (20' x 10')
 - B) 1 UNOCCUPIED SPACE (20' x 10')
 - 6) POTABLE WATER SERVICE TO BE TAKEN FROM 12" MAIN IN LITCHFIELD ROAD APPROXIMATELY 150' NORTHWEST OF PROPERTY CORNER. KITTERY WATER DISTRICT FOR EXACT LOCATION.
 - 7) CATCH BASINS TO BE STANDARD PRECAST CONCRETE WITH 4" x 10" x 2" FRAMES & GRATES TO BE 24" SQUARE CAST IRON FRAMES. 96 URATE AND BROOK INLET.
 - 8) ALL IMPAVED AREAS TO RECEIVE 4" LHM TO BE SEED.
 - 9) FIELD INLET TO BE 2' x 4' SQUARE STANDARD PRECAST CONCRETE WITH 24" SQUARE CAST IRON FRAME. 96 URATE AND BROOK INLET.
 - 10) A PUBLIC RESTROOM WILL BE INSTALLED IN THE BUILDING AND PROVISIONS MADE FOR FUTURE EXPANSION OFF THESE FACILITIES WHEN MUNICIPAL SERVICE BECOMES AVAILABLE.
 - 11) NO FOOD SERVICE WITHOUT PRIOR PLANNING BOARD APPROVAL.
 - 12) AS BUILT CHANGES AS PER FRED BALDWIN 6-23-10.



SITE PLAN
THE OUTLET MALL OF KITTERY
LITCHFIELD ROAD
KITTERY, MAINE

BRADFORD REALTY TRUST, PO BOX 820, YORK BEACH, MAINE

CIVIL CONSULTANTS
ENGINEERS & PLANNERS
253 MAIN ST SOUTH BERNARD, MAINE

DATE: FEB 25, 2008
APPROVED: [Signature]

SCALE: 1" = 40'
SHEET: 1 OF 1
DATE: 6/13/10

NO. REVISIONS DATE

1	SETUP DRAW ALTERNATES	1-8-10
2	REVISED PARKING & SIGN NOTES	1-27-10
3	LANDING & SIDEWALK REVISIONS	2-23-10
4	SEWERLINE EXPANSION	3-23-10
5	ADDITION OF ROCK DRAIN & SEWER TIE	3-23-10
6	ORIG SWALK	4-27-10
7	ROADWAY CHANGES	5-20-10
8	AS BUILT CHANGES	6-12-10



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Brian Nielsen
8 Dexter Lane,
Kittery, ME 03904

November 9, 2021

RE:Sewer Availability

Brian,

This letter is to confirm that there is sanitary sewer service available for your project Located at 8 Dexter Lane, The sewer system (piping and pumping stations) and the treatment facility has the capacity and ability to handle the increased flow.

If you have further questions or concerns, please contact me.

Sincerely Yours

Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org

John C. Perry, President
James E. Golter, Treasurer
Julia H. O'Connell, Secretary

Robert A. Gray, Trustee
Julia H. Pelkey, Trustee
Michael S. Rogers, Superintendent

OFFICE OF

KITTERY WATER DISTRICT

17 State Road
Kittery, ME 03904-1565
TEL: 207-439-1128
FAX: 207-439-8549
E-Mail: kitterywater@comcast.net

Kittery Planning Board
200 Rogers Road
Kittery, ME 03904

November 9, 2021

Re: Proposed Business – 8 Dexter Lane, Kittery

Dear Planning Board Members,

Please accept this letter as verification that the Kittery Water District does have the capacity to supply municipal water service to the proposed business to be located at 8 Dexter Lane, Kittery.

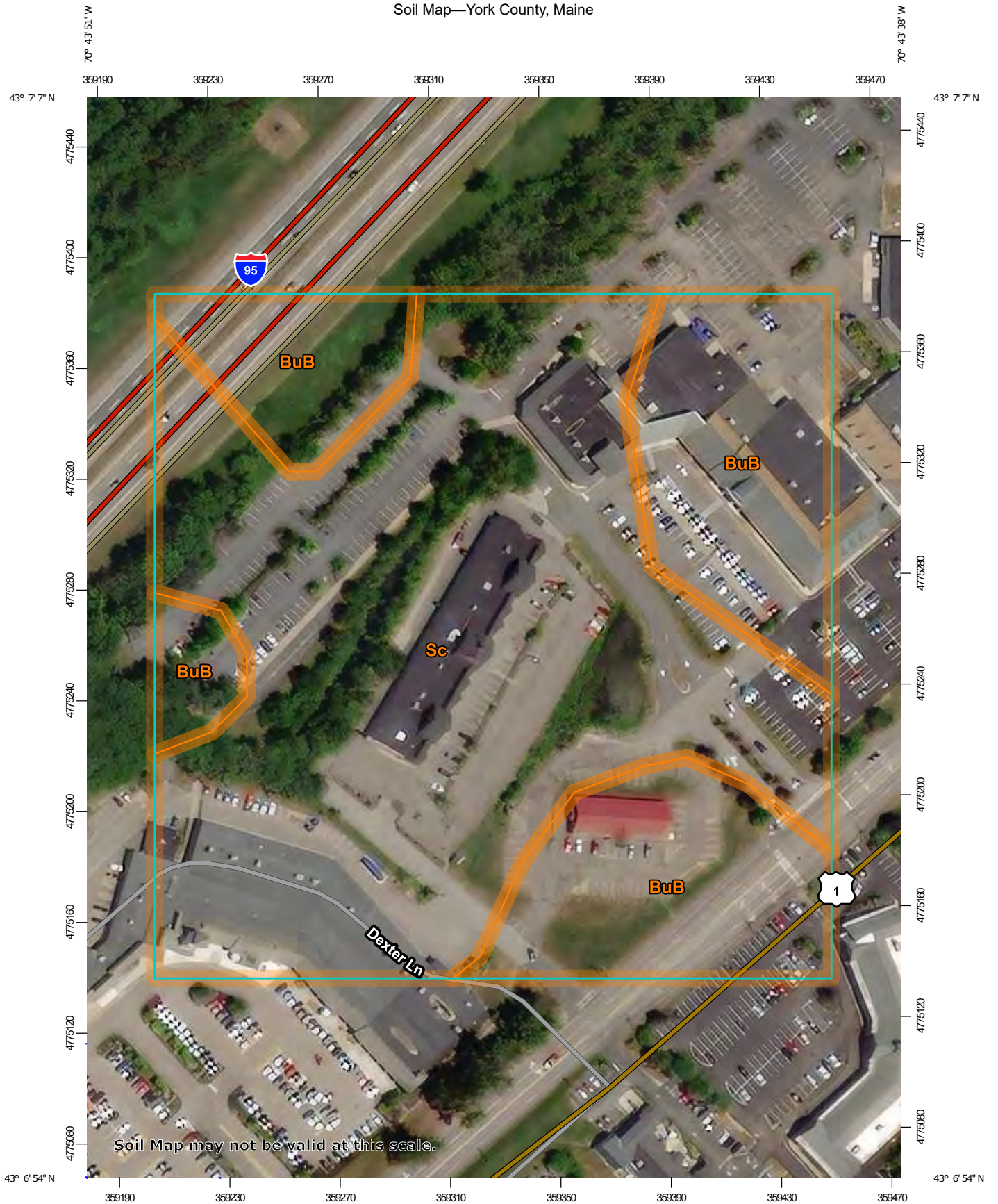
Sincerely,



Michael S. Rogers
Superintendent

cc: Brian Nielsen, Attar Engineering

Soil Map—York County, Maine



Map Scale: 1:1,900 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine

Survey Area Data: Version 20, Aug 31, 2021

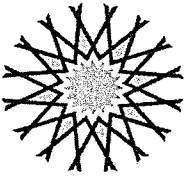
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BuB	Buxton silt loam, 3 to 8 percent slopes	5.4	35.8%
Sc	Scantic silt loam, 0 to 3 percent slopes	9.6	64.2%
Totals for Area of Interest		15.0	100.0%



ATTAR

ENGINEERING, INC

CIVIL › STRUCTURAL › MARINE

**Re: 8 Dexter Lane Suite #8
Adult-Use Marijuana Retail**

To whom it may concern:

Please be advised that Attar Engineering is submitting a Site Plan Application to the Town of Kittery on behalf of Tree Tips 3, LLC of 8 Dexter Lane Suite # 8, Kittery, ME 03904.

The proposed application includes plans for an Adult-Use Marijuana Store to be opened within Suite #8 of the Outlet Mall Building at 8 Dexter Lane. No new building or site construction is proposed at this time. The site is identified as Assessor's Tax Map 47 Lot 3.

The application and Site Plan will be available at the Town Hall in the Office of Planning and Development. Please reach out to the Office of Planning and Development with any questions regarding the application itself or the application process.

For the dates and times when this project will be discussed at the public meetings or hearings, please call the Office of Planning and Development at 207 475-1304.

Thank you for taking the time to read our letter and we look forward to discussing the project with you.

Sincerely,

Brian Nielsen
Staff Engineer

283-360 KITTERY, LLC
ATTN. MICHAEL HAHN
280 FORE STREET
PORTLAND, ME 04101

CPG KITTERY HOLDINGS LLC
C/O CHELSEA PROPERTY GROU
PO BOX 6120
INDIANAPOLIS, IN 46206-6120

F/C KITTERY DEVELOPMENT L
JOHN AUZO MANAGER
PO BOX 6120
INDIANAPOLIS, IN 46206

INHABITANTS OF KITTERY
US ROUTE 1 SEWER EASEMENT
200 ROGERS ROAD
KITTERY, ME 03904-1428

OCSAP LTD
10365 MT SAVAGE ROAD NW
CUMBERLAND, MD 21502

SAM'S INTERNATIONAL GROUP
21 HICKORY POND LANE
STRATHAM, NH 03885

SPRUCE CREEK RETAIL OUTLE
117 KENDRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

SPRUCE CREEK RETAIL OUTLE
117 KENDRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

MARIJUANA RETAIL STORE

8 DEXTER LANE, KITTERY, MAINE

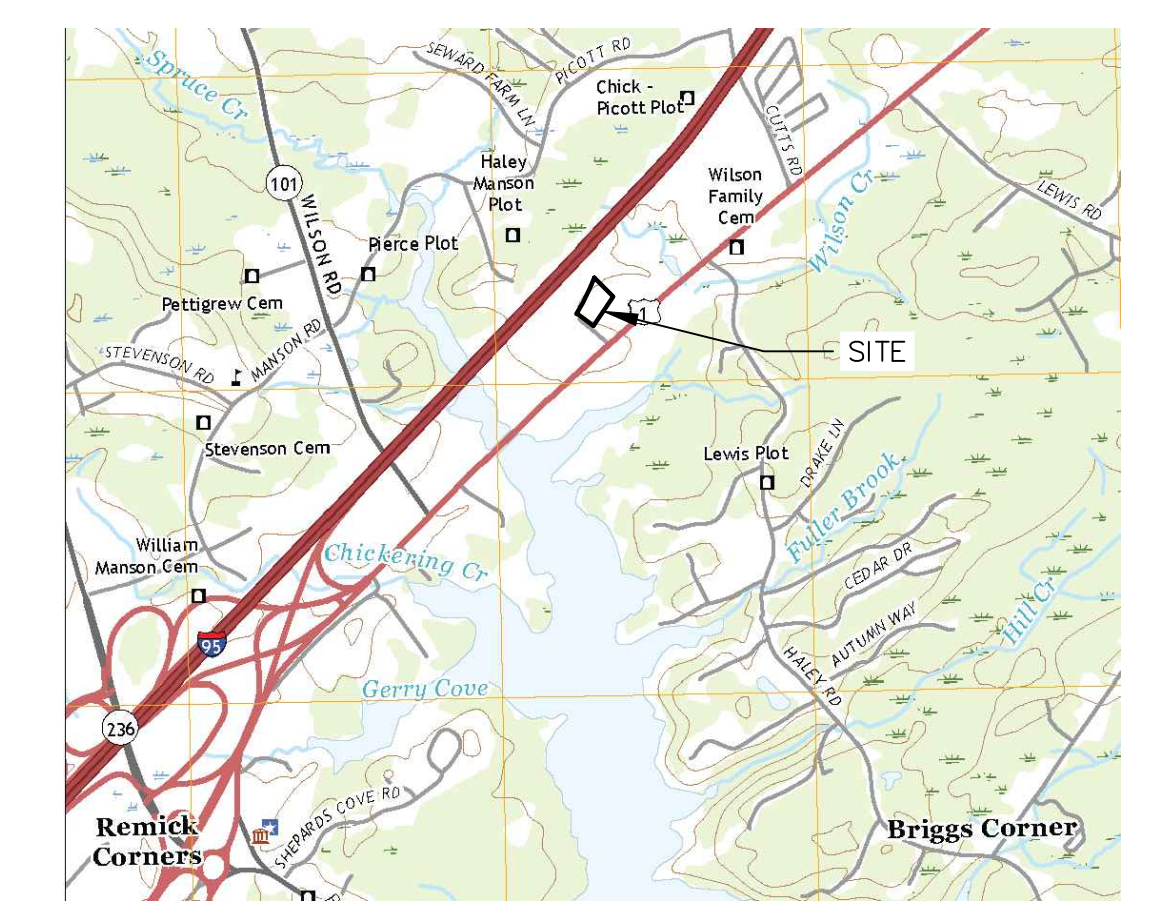
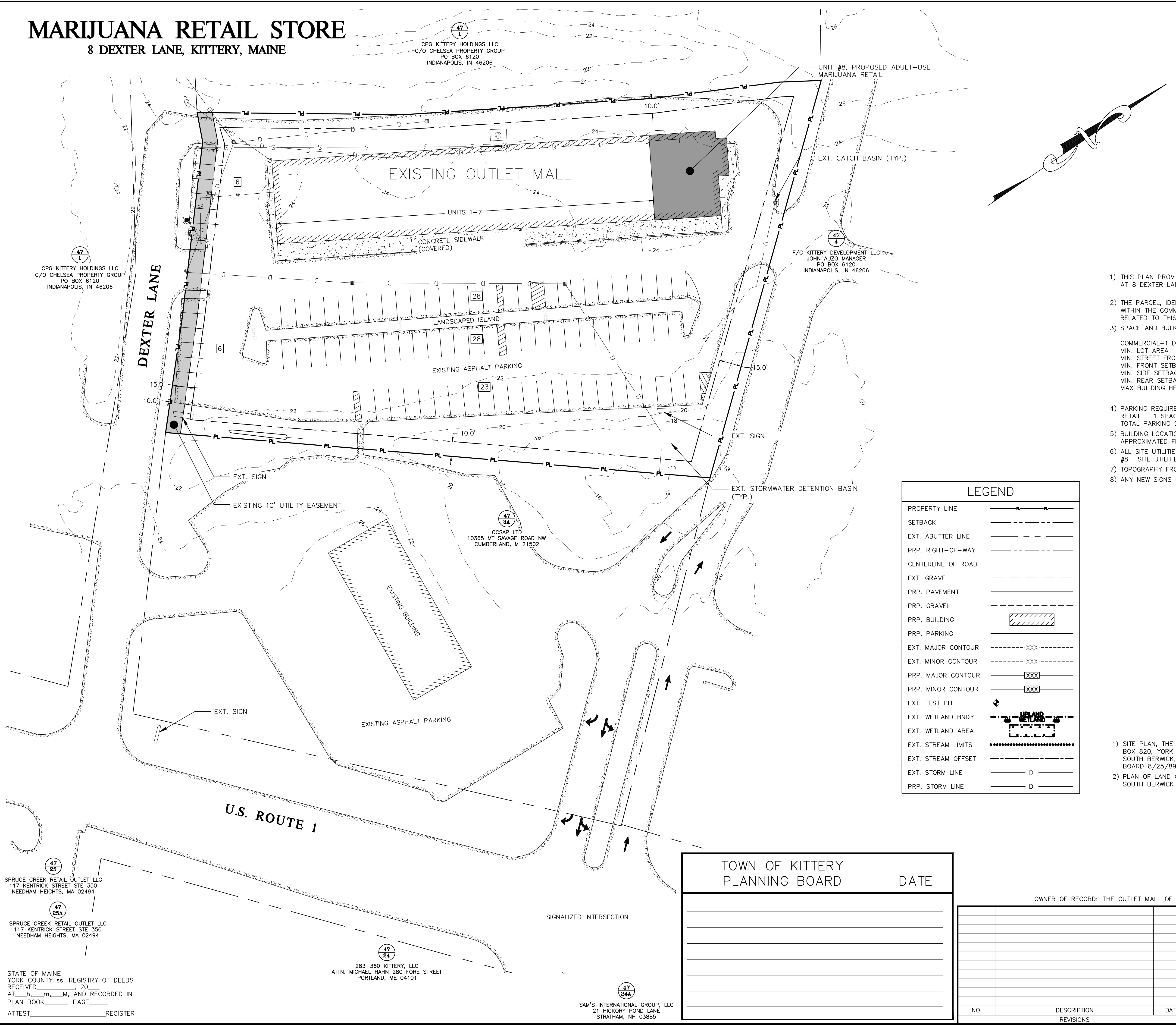
CPG KITTERY HOLDINGS LLC
C/O CHELSEA PROPERTY GROUP
PO BOX 6120
INDIANAPOLIS, IN 46206

CPG KITTERY HOLDINGS LLC
C/O CHELSEA PROPERTY GROUP
PO BOX 6120
INDIANAPOLIS, IN 46206

UNIT #8, PROPOSED ADULT-USE
MARIJUANA RETAIL

F/C KITTERY DEVELOPMENT LLC
JOHN AUZO MANAGER
PO BOX 6120
INDIANAPOLIS, IN 46206

OCSAP LTD
10365 MT SAVAGE ROAD NW
CUMBERLAND, N 21502



SITE LOCATION MAP
APPROXIMATE SCALE 1" = 2000'

GENERAL NOTES

- THIS PLAN PROVIDES DETAILS FOR AN ADULT USE MARIJUANA STORE LOCATED WITHIN THE EXISTING BUILDING AT 8 DEXTER LANE UNIT #8 IN KITTERY. ONLY INTERIOR RENOVATIONS ARE PROPOSED.
- THE PARCEL, IDENTIFIED AS LOT 47 ON TAX MAP 3, CONTAINS APPROXIMATELY 2.1 ACRES; AND IS LOCATED WITHIN THE COMMERCIAL-1, THE PARCEL IS SERVED BY MUNICIPAL WATER AND A SEWER. ALL DEVELOPMENT RELATED TO THIS PROJECT IS WITHIN THE EXISTING BUILDING.
- SPACE AND BULK REQUIREMENTS FOR THE MIXED USE ZONING DISTRICT ARE AS FOLLOWS:

COMMERCIAL-1 DISTRICT	
MIN. LOT AREA	40,000 SF
MIN. STREET FRONTAGE	150'
MIN. FRONT SETBACK	15'
MIN. SIDE SETBACK	10'
MIN. REAR SETBACK	10'
MAX BUILDING HEIGHT	50'
- PARKING REQUIREMENTS:
 RETAIL 1 SPACE/175 SQ.FT. OF RETAIL SPACE = 2800/175 = 16
 TOTAL PARKING SPACES REQUIRED: 16(NO CHANGE FROM EXISTING LOT)
- BUILDING LOCATIONS, PROPERTY LINES, EDGE OF PAVEMENT, PARKING SPACES AND OTHER SITE DETAILS APPROXIMATED FROM AERIAL IMAGERY AND MAINE GEOLIBRARY PARCEL DATA.
- ALL SITE UTILITIES TO BE USED IN THEIR EXISTING CONDITIONS. 1 PUBLIC RESTROOM IS PROPOSED WITHIN UNIT #8. SITE UTILITIES APPROXIMATED FROM REFERENCE 1.
- TOPOGRAPHY FROM STATE LIDAR.
- ANY NEW SIGNS MUST COMPLY WITH KITTERY TITLE 16: LAND USE AND DEVELOPMENT CODE ARTICLE X SIGNS.

LEGEND

PROPERTY LINE	— PL — PL —
SETBACK	— S — S —
EXT. ABUTTER LINE	— A — A —
PRP. RIGHT-OF-WAY	— R — R —
CENTERLINE OF ROAD	— C — C —
EXT. GRAVEL	— G — G —
PRP. PAVEMENT	— P — P —
PRP. GRAVEL	— G — G —
PRP. BUILDING	▨
PRP. PARKING	▤
EXT. MAJOR CONTOUR	--- XXX ---
EXT. MINOR CONTOUR	--- xxx ---
PRP. MAJOR CONTOUR	--- XXX ---
PRP. MINOR CONTOUR	--- xxx ---
EXT. TEST PIT	⊕
EXT. WETLAND BNDY	— W — W —
EXT. WETLAND AREA	▨
EXT. STREAM LIMITS	— S — S —
EXT. STREAM OFFSET	— O — O —
EXT. STORM LINE	— D — D —
PRP. STORM LINE	— D — D —

REFERENCES

- SITE PLAN, THE OUTLET MALL OF KITTERY, LITCHFIELD ROAD, KITTERY, MAINE, BRADFORD REALTY TRUST, P.O. BOX 820, YORK BEACH, MAINE. PREPARED BY CIVIL CONSULTANTS ENGINEERING & PLANNING, 293 MAIN ST. SOUTH BERWICK, MAINE. DATED FEB 25, 1988, REVISED 8-23-89. APPROVED TOWN OF KITTERY PLANNING BOARD 8/25/89.
- PLAN OF LAND OF HILDA WILSON, ROUTE 1, KITTERY, MAINE. PREPARED BY CIVIL CONSULTANTS, P.O. BOX 101. SOUTH BERWICK, MAINE. MAY 21, 1982. Y.C.R.D. PLAN BOOK 118 PAGE 1. MAY 26, 1982

GRAPHIC SCALE



TOWN OF KITTERY
PLANNING BOARD

DATE

OWNER OF RECORD: THE OUTLET MALL OF KITTERY, LLC TAX MAP 47, LOT 3

SITE PLAN
ADULT-USE MARIJUANA RETAIL
8 DEXTER LANE UNIT #8

FOR:
TREE TIPS 3 LLC
8 DEXTER LANE UNIT#8
KITTERY, MAINE 03904

ATTAR ENGINEERING, INC.
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 30'	APPROVED BY:	DRAWN BY: BRN
DATE: 11/18/2021		REVISION DATE: - - -
JOB NO: C278-21	FILE: DEXTER MARIJUANA BASE.DWG	SHEET: 1 OF 1

SPRUCE CREEK RETAIL OUTLET LLC
117 KENTRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

SPRUCE CREEK RETAIL OUTLET LLC
117 KENTRICK STREET STE 350
NEEDHAM HEIGHTS, MA 02494

STATE OF MAINE
YORK COUNTY ss. REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ M, AND RECORDED IN
PLAN BOOK _____, PAGE _____
ATTEST _____ REGISTER

283-360 KITTERY, LLC
ATTN: MICHAEL HAHN 280 FORE STREET
PORTLAND, ME 04101

SAM'S INTERNATIONAL GROUP, LLC
21 HICKORY POND LANE
STRATHAM, NH 03885

NO.	DESCRIPTION	DATE

PROGRESS PRINT

**TRAFFIC IMPACT STUDY
8 DEXTER LANE
KITTERY, MAINE**

December 20, 2021

Prepared for:

**Tree Tips 3 LLC.
8 Dexter Lane, Suite 8
Kittery, ME 039**



Diane W. Morabito



INTRODUCTION

The purpose of this report is to summarize a traffic impact study performed by James W. Sewall Company (Sewall) for a proposed marijuana retail sales shop to be located at 8 Dexter Lane in an existing plaza off Route 1 in Kittery, Maine. The site location is shown on the map in Figure 1. The gross square footage (S.F.) of the existing retail space is 2,743. Access between the site and Route 1 is provided by both Dexter Lane and by the signalized plaza intersection.

This report details the traffic analysis which determines the expected number of trips to be generated by the marijuana sales facility and any off-site impacts on level of service or safety for the local Town of Kittery approval process.

It is understood that the shop is expected to open in 2022. Hence, 2022 was utilized as the study year for traffic analysis purposes.

TRIP GENERATION ANALYSIS

The number of trips to be generated by the proposed marijuana sales facility was estimated utilizing the latest Institute of Transportation Engineers (ITE) “Trip Generation, 11th edition”. Land use code (LUC) 882 – Marijuana Dispensary was utilized on the basis of 2,743 gross S.F. The results are summarized below:

<u>Time Period</u>	ITE TRIP GENERATION <u>One-Way Trip-Ends</u>
Weekday	578
AM Peak Hour – Adjacent Street	29
Entering	15
Exiting	14
AM Peak Hour – Generator	45
Entering	24
Exiting	21
PM Peak Hour – Adjacent Street	52
Entering	26
Exiting	26

<u>Time Period</u>	<u>One-Way Trip-Ends</u>
PM Peak Hour – Generator	67
Entering	33
Exiting	34
Saturday Peak Hour - Generator	79
Entering	40
Exiting	39

The preceding results show that the proposed marijuana shop is expected to generate from 29 to 79 one-way trips in peak hours. The highest peak hour trip generation will occur during the weekday PM and Saturday peak hour periods, typical of retail establishments. Hence, these were selected as the initial analysis periods for the study.

In terms of state traffic permitting there is credit for previous grandfathered trips to a site. It is understood that this existing retail space was most recently occupied by a luggage shop in 2020. The trips for the former use were calculated utilizing land use code 822 – Strip Retail Plaza. The difference in trips between the proposed and former uses are detailed below:

<u>Time Period</u>	ITE TRIP GENERATION (One-way Trip-ends)		
	<u>Proposed</u>	<u>Former</u>	<u>Change</u>
Weekday	578	346	+ 232
AM Peak Hour – Adjacent Street	29	12	17
Entering	15	7	8
Exiting	14	5	9
AM Peak Hour – Generator	45	21	24
Entering	24	11	13
Exiting	21	10	11
PM Peak Hour – Adjacent Street	52	31	21
Entering	26	15	11
Exiting	26	16	10
PM Peak Hour – Generator	67	36	31
Entering	33	19	14
Exiting	34	17	17
Saturday Peak Hour - Generator	79	18	61
Entering	40	9	31
Exiting	39	9	30

As seen in the preceding table, the proposed marijuana sales shop is projected to generate from 17 to 61 new one-way trips in peak hours over the previous general retail use. Again, the largest increase will occur during the weekday PM peak and Saturday Peak hour. Given that new trip generation is under 100 one-way trips in any peak hour, a traffic movement permit (TMP) is not required by the Maine Department of Transportation (MaineDOT).

TRAFFIC VOLUMES

Turning movement/classification counts were conducted by Sewall during the weekday PM peak hour (3:00- 6:00) and the Saturday peak hour (11:00 – 2:00) at the Route 1 access intersections as outlined below:

<u>Intersection</u>	<u>Count Date</u>	<u>Count Period</u>	<u>Peak Hour</u>
Route 1 and Signalized Intersection	11/20/21	Saturday Mid-Day	12:00 – 1:00
Route 1 and Signalized Intersection	12/2/21	Weekday PM	3:00 – 4:00
Route 1 and Dexter Lane	12/4/21	Saturday Mid-Day	11:30 – 12:30

The count records are included in the appendix. The counts were factored to 30th highest hour conditions using MaineDOT group mean factors and balanced between the two site drive intersections. These volumes typically occur under peak summer conditions in July and August in Maine. The results are shown in Figure 2. A review of these volumes shows that the Saturday volumes are significantly higher than the PM peak hour volumes, by 27 %, with all movements also being higher on Saturday. Because of this, and the higher site trip generation occurring on Saturday, the Saturday peak hour was determined to be the analysis period for this study.

Existing average annual daily traffic (AADT) data for the area was obtained from "Traffic Volume Counts, 2019 and 2014 Annual Reports", published by MaineDOT. This data is summarized below:

<u>Location Description</u>	Average Annual Daily Traffic			
	<u>2010</u>	<u>2013</u>	<u>2016</u>	<u>2019</u>
Route 1, southwest of Route 101	18,730	16,930	---	16,280
Route 1, northeast of Route 101	---	---	---	15,030
Route 1, southwest of Dexter Lane	---	14,040	14,800	13,630
Route 1, northeast of Haley Road	12,330	10,940	10,260	10,780
Route 1, northeast of Cutts Road	11,340	---	---	10,550

As seen in the preceding table, traffic volumes have been declining along this section of Route 1 over the longer-term period 2010 to 2019. To be conservative, a ½ % growth rate was used to project the existing 2021 volumes to 2022 conditions.

The Town of Kittery Planner was contacted to determine if there are any other approved (but unbuilt) developments, expected to significantly impact Route 1 volumes in the area, which should be considered in the traffic analysis. The planner identified the Homestead Subdivision project and the proposed Aroma Joe's, both north of the Dexter Lane site on Route 1. The trip assignments for the Homestead Subdivision were obtained from the Traffic Impact Study prepared by Maine Traffic Resources (now Sewall). The Aroma Joe's trips were obtained from Gorrill-Palmer. These Other Development trips are shown in Figure 3. The projected 2022 No Build volumes, allowing for ½ % growth and the Other Development trips, are shown in Figure 4.

The trip assignments for the retail shop were assigned based upon the travel patterns recorded during the counts. Based upon ITE data, approximately 34 % of retail trips are pass-by during the PM peak hour period. A lesser 25 % was assumed for this analysis to be conservative. The resulting trip assignments for the Saturday peak hour are shown in Figure 5.

Based upon the trip assignments the shop is expected to have a minimal impact on off-site traffic operations. Generally, a project won't have a significant impact on traffic operations unless it generates in excess of 25 lane hour trips. Based upon the trip assignments, the marijuana sales shop will generate a maximum of 19 lane hour trips during the higher Saturday peak hour. Given these limited trips the study area extends through the site drive intersections. Lastly, the projected Build 2022 volumes are shown in Figure 6.

CAPACITY ANALYSIS

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon the average control or signal delay per vehicle. These criteria are defined in the following table excerpted from the 2010 "Highway Capacity Manual":

Signalized Intersection Level of Service

<u>LOS</u>	<u>Delay Range</u>
A	< = 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

The level of service for unsignalized intersections is based upon average control delay per vehicle for each minor, opposed movement, as defined in the following table:

Unsignalized Intersection Level of Service

<u>LOS</u>	<u>Delay Range</u>
A	< = 10.0 seconds
B	> 10.0 and <= 15.0
C	> 15.0 and <= 25.0
D	> 25.0 and <= 35.0
E	> 35.0 and <= 50.0
F	> 50.0

SIGNALIZED INTERSECTION ANALYSIS

The level of service (LOS) was determined for the primary signalized access intersection for projected 2022 No Build and Build conditions using Synchro 11 and SimTraffic. Signal timings and phasings were obtained from field measurements. The results are provided in the appendix and are summarized in the following table:

<u>Lane/Approach</u>	Route 1 and Signalized Site Drive	
	Saturday Peak Hour Level of Service	
	<u>No Build</u>	<u>Build</u>
	<u>2022</u>	<u>2022</u>
Eastbound Plaza Left/Through	C (27.5)	C (28.1)
Eastbound Right	A (8.8)	A (9.2)
Eastbound Plaza Overall	B (13.0)	B (13.6)
Westbound Drive	C (32.1)	C (30.3)
Northbound Left	B (10.5)	B (12.2)
Northbound Through	A (3.8)	A (3.8)
Northbound Through/Right	A (3.3)	A (3.5)

<u>Lane/Approach</u>	No Build <u>2022</u>	Build <u>2022</u>
Northbound Overall	A (4.3)	A (4.7)
Southbound Left	A (7.8)	A (8.0)
Southbound Through	A (6.5)	A (7.1)
Southbound Through/Right	A (5.8)	A (6.4)
Southbound Route 1 Overall	A (6.2)	A (6.8)
Overall Intersection	A (7.2)	A (7.6)

As seen above, the signalized primary access intersection is expected to operate at a good level of service "A" overall in 2022 with no lanes at less than "C". The same levels are expected in 2022 with the marijuana shop fully occupied. Hence, based upon the analysis results, there are no capacity concerns at this primary signalized access intersection and the proposed shop will not have any significant impact on operations.

UNIGNALIZED INTERSECTION ANALYSIS

Level of service was also calculated utilizing SimTraffic for the unsignalized Dexter Lane intersection for projected 2022 conditions. This drive has limited usage, based upon the counts, as would be expected given the option for direct signal access. Most of the traffic utilizing this drive are exiting right turns. The results are summarized below:

<u>Approach</u>	Route 1 and Dexter Lane Saturday Peak Hour Level of Service	
	No Build <u>2022</u>	Build <u>2022</u>
Eastbound Dexter Lane	B (11.2)	B (10.2)
Westbound Crate & Barrel Drive	D (32.9)	C (22.7)
Northbound Route 1	A (1.3)	A (1.1)
Southbound Route 1	A (1.3)	A (1.4)
Intersection Overall	A (1.5)	A (1.4)

As seen above, there are also no capacity concerns at the unsignalized Dexter Lane intersection, which will also function at a good at LOS "A" in 2022 with no capacity concerns under Build volumes.

SAFETY ANALYSIS

ACCIDENT REVIEW

The Maine Department of Transportation uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected crash rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must occur over the three-year study period for the location to be considered a high crash location.

The MaineDOT Map Viewer was reviewed for high crash locations in the vicinity of the site; along Route 1 from Route 101 (Wilson Road) northerly to the Cutts Road. There is one high crash link which extends from Route 101 northerly to the Burger King. A collision diagram was obtained from MaineDOT and is evaluated for accident patterns or trends below:

Route 1 between Route 101 and Burger King CRF = 1.26 24 Crashes

There were 9 crashes in 2018, 7 in 2019 and 8 in 2020. Three of the crashes were rear-end collisions on Route 1, all attributed to following too closely. One was a motorcycle that lost control due to speed. There were two sideswipe type collisions due to lane changes, typical of multi-lane facilities. The remaining 18 were angle collisions, primarily between entering and exiting left turns from drives and Route 1 traffic. The majority of these (13) occurred at the Kittery Trading Post drive. Access management is recommended as further development and redevelopment occurs to reduce the number of curb cuts and/or allowed movements to reduce conflict points and crashes. If angle crashes involving exiting left turns continue at a high rate at the Kittery Trading Post then consideration should be given to restricting exiting movements to right turns.

SUMMARY AND RECOMMENDATIONS

The proposed marijuana sales facility at 8 Dexter Lane is expected to generate between 17 and 61 new one-way trips during peak hours over general retail use. Based upon the turning movement counts and the trip generation results, the Saturday mid-day peak hour was selected as the analysis period, when both Route 1, adjacent plaza and site traffic are all highest. Also based upon the trip assignments, the study area was defined as extending from the site through the two access intersections. The vast majority of trips are expected to utilize the primary signalized intersection for site access based upon the measured traffic patterns.

In terms of capacity, the signalized plaza intersection currently operates at a good level of service "A" during the Saturday peak weekday hour. Under projected Build volumes the LOS will remain at "A" with no capacity concerns, with all lanes at LOS "C" or better. Similarly, overall operations at the intersection of Dexter Lane are "A" and will remain at that level after the marijuana shop is fully occupied with no unacceptable lane movements, showing no capacity constraints.

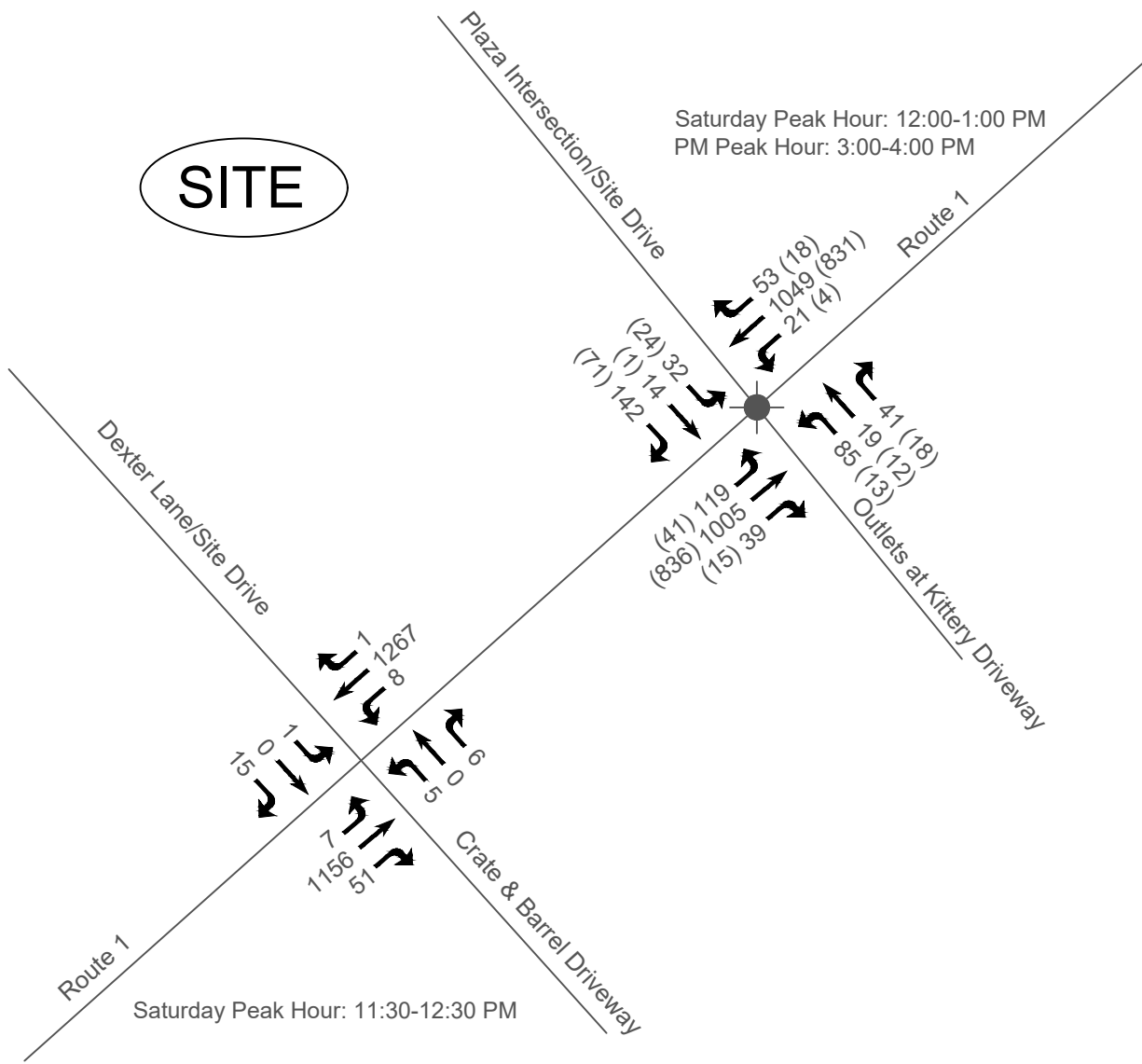
In terms of safety, there is one high crash location within the vicinity of the site, the segment of Route 1 that extends northerly from Route 101 to the Burger King. An evaluation of the collision diagram indicates that the majority of the crashes are angle collisions involving left turns into or out of commercial drives along the corridor. Continued Access Management is recommended as properties develop and redevelop along the corridor.



Figure 1
Site Location Map
8 Dexter Lane
Kittery, Maine



XX - Saturday Peak Hour
(XX) - PM Peak Hour



Signalized Intersection



Figure 2

2021 Existing Peak Hour Volumes

8 Dexter Lane

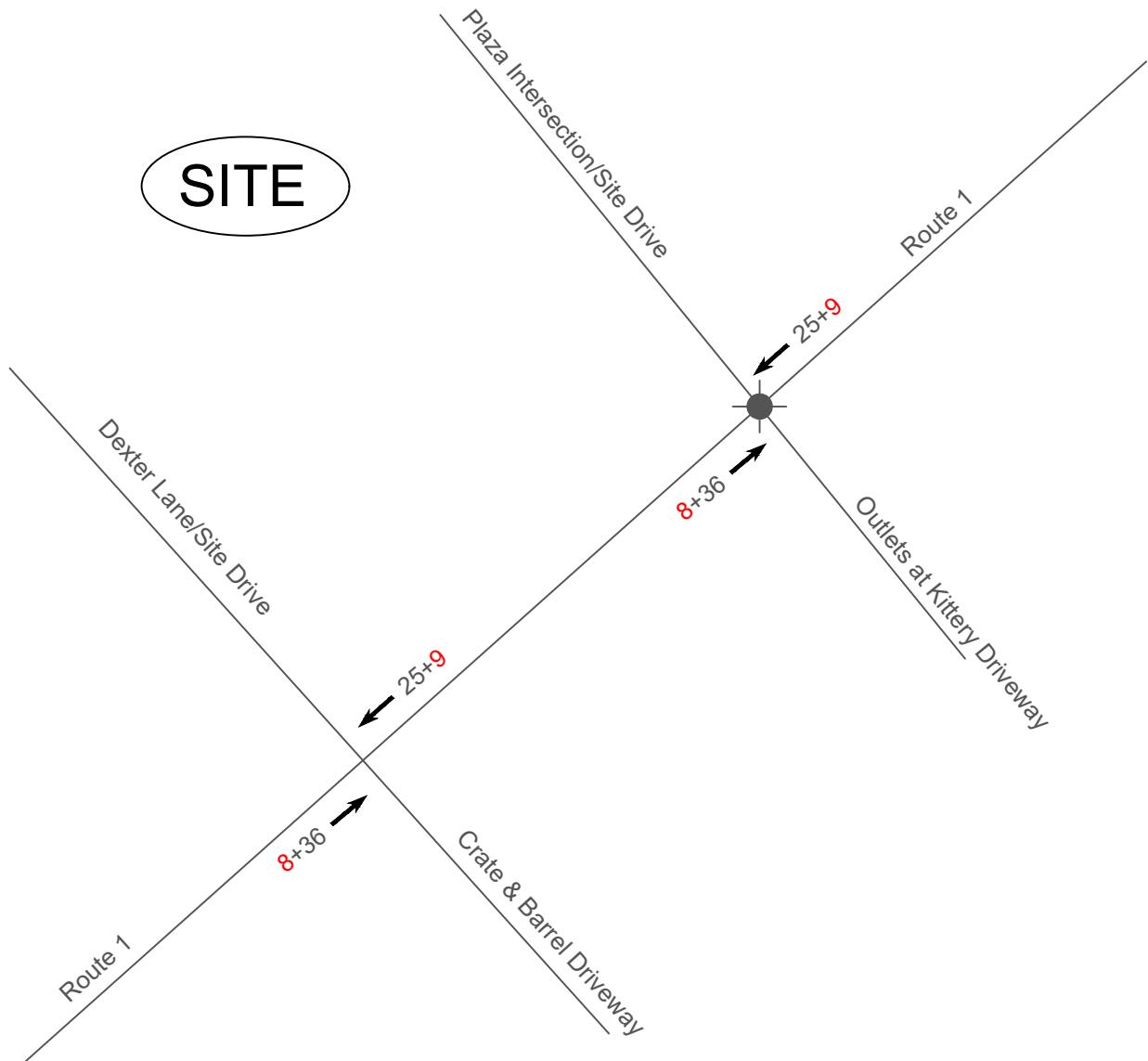
Kittery, Maine





Other Developments
Homestead Subdivision
Aroma Joe's

SITE



Signalized Intersection



Figure 3

Saturday Peak Hour Other Developments

8 Dexter Lane

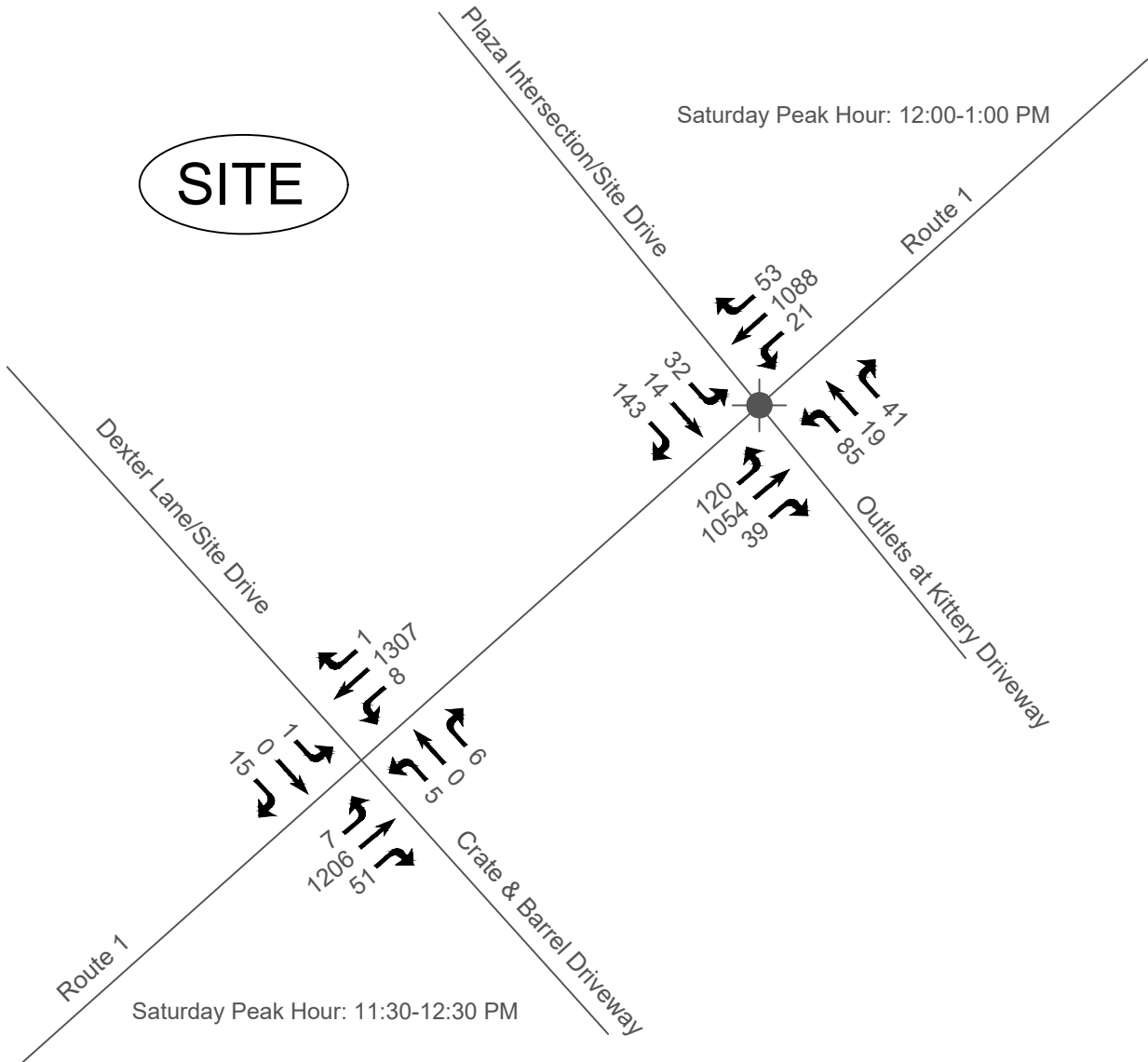
Kittery, Maine





SITE

Saturday Peak Hour: 12:00-1:00 PM



Signalized Intersection



Figure 4

2022 No Build Saturday Peak Hour Volumes

8 Dexter Lane

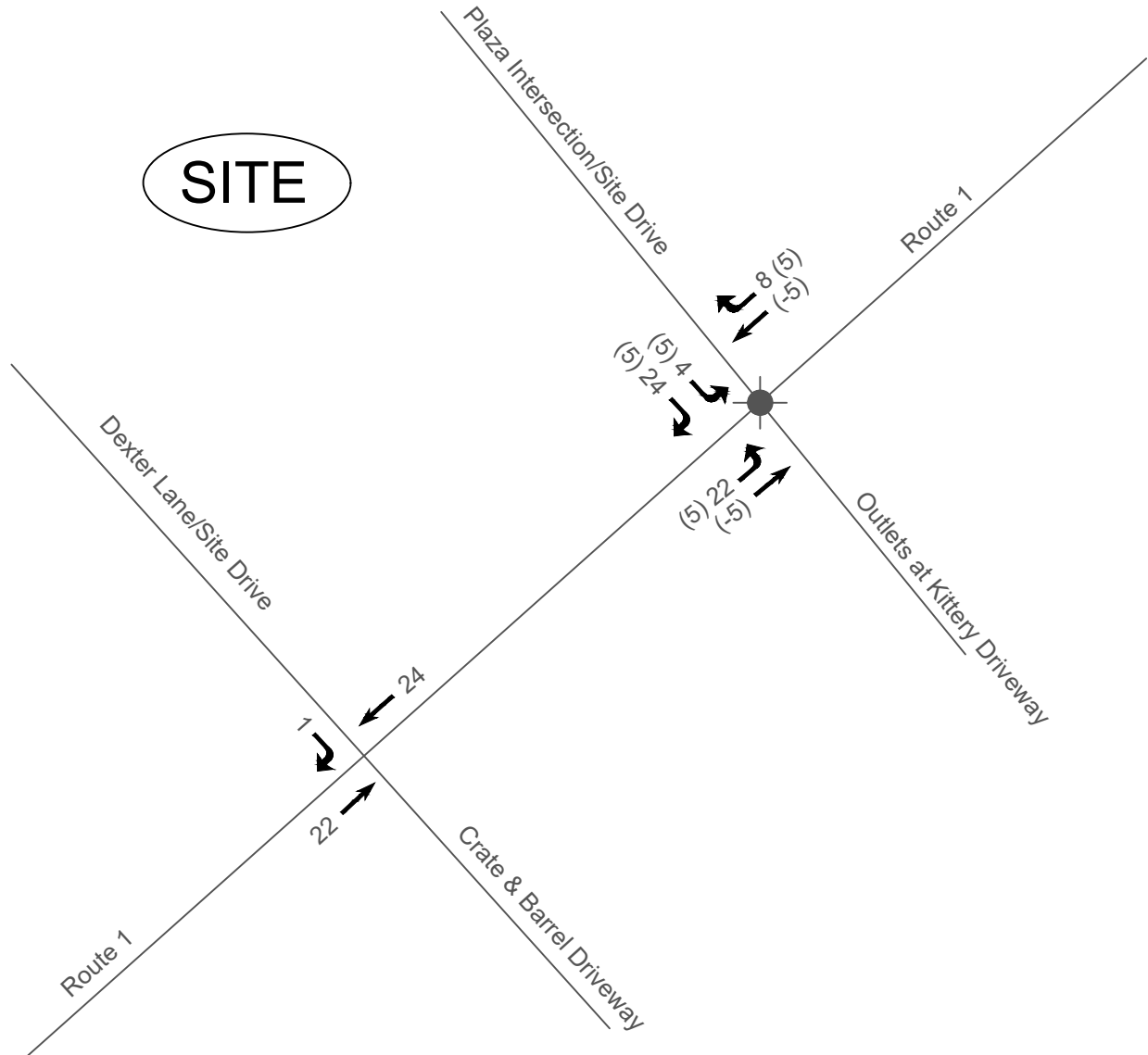
Kittery, Maine





XX - Primary Trips
(XX) - Pass-By Trips

Total Trips: 79
40 In
39 Out



Signalized Intersection



Figure 5

Saturday Peak Hour Trip Assignments

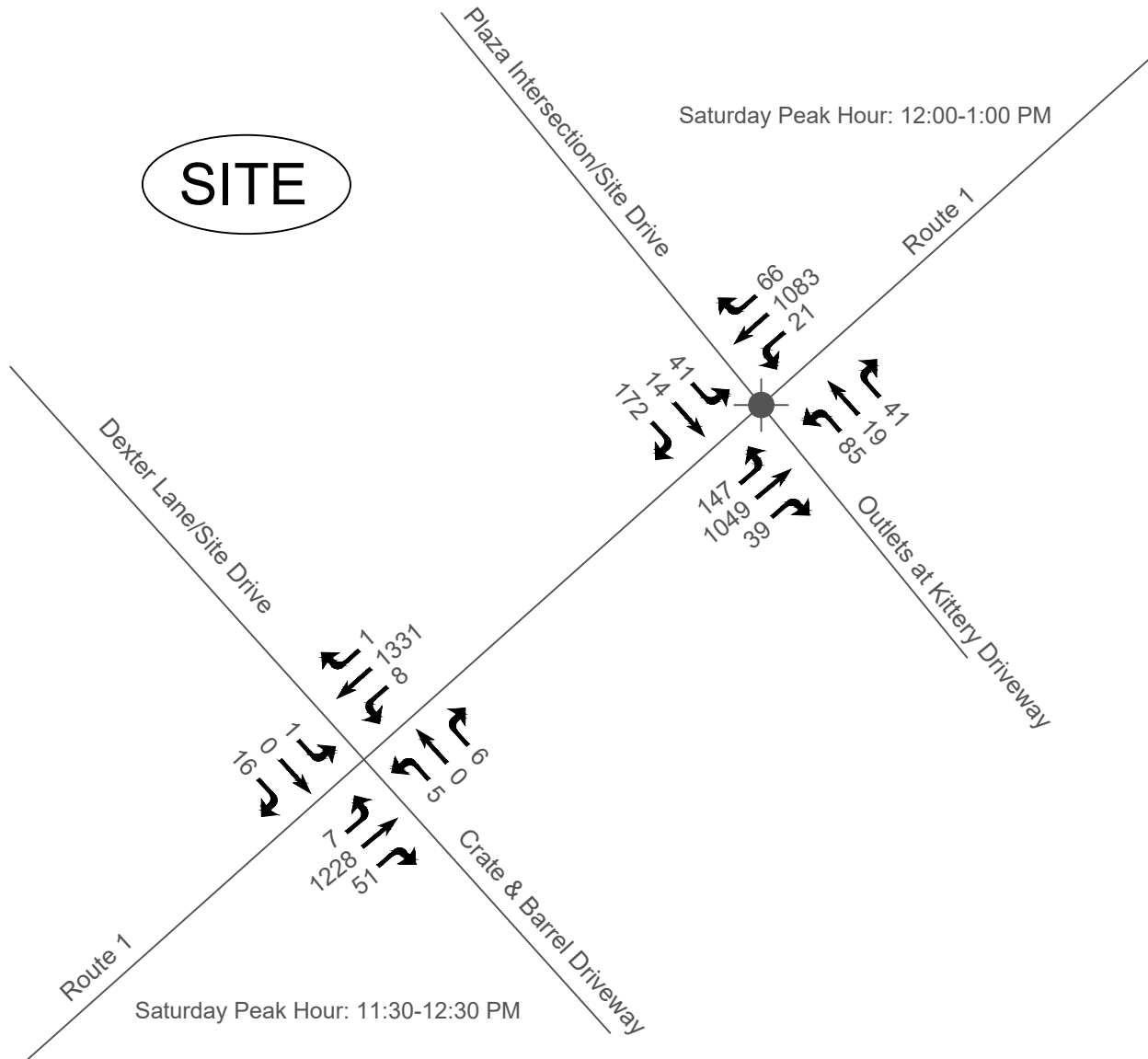
8 Dexter Lane

Kittery, Maine





SITE



Signalized Intersection



Figure 6

2022 Build Saturday Peak Hour Volumes

8 Dexter Lane

Kittery, Maine



APPENDIX

Turning Movement Counts

Capacity Analysis

Accident Data

Sewall

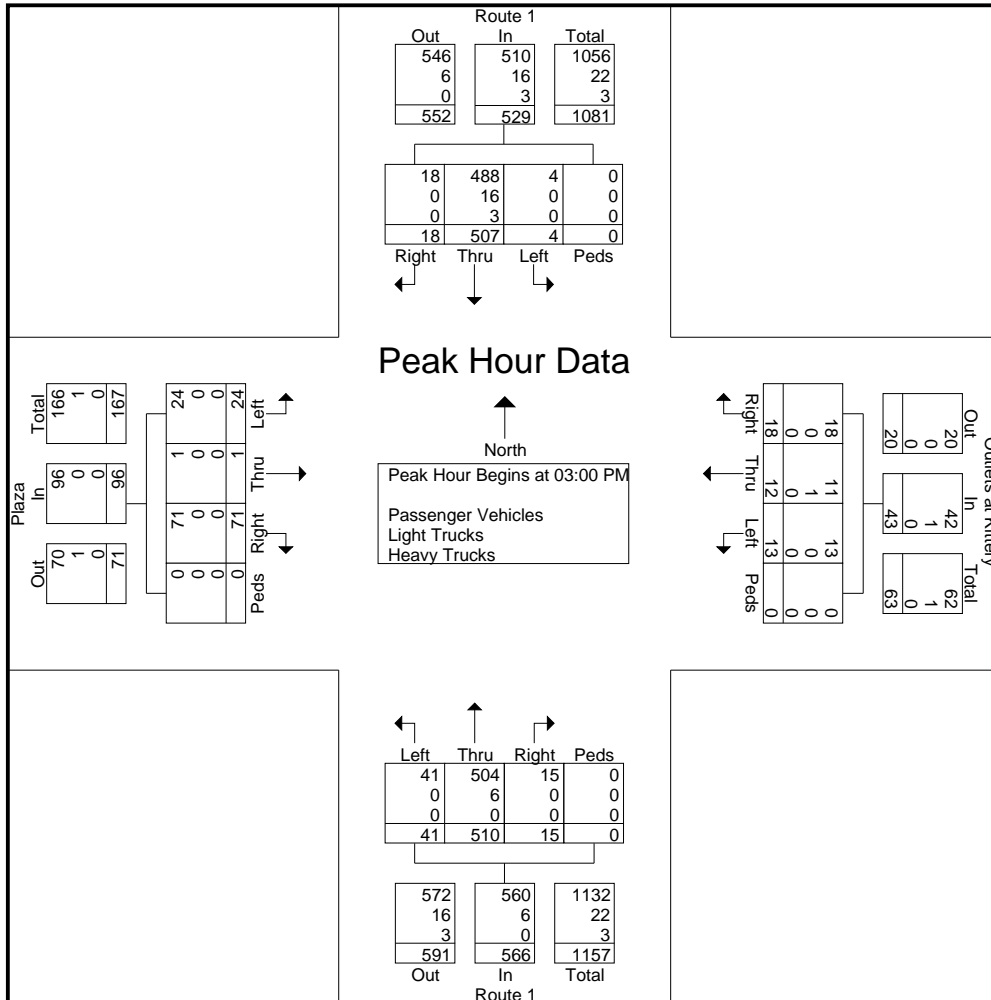
40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 1 & Signalized Plaza
TOWN: Kittery
COUNTER: JM
WEATHER: Clouds/light rain

File Name : KitterySignalRte1PlazaPM2021
Site Code : 00122326
Start Date : 12/2/2021
Page No : 2

Start Time	Route 1 Southbound					Outlets at Kittery Westbound					Route 1 Northbound					Plaza Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 03:00 PM																					
03:00 PM	2	140	0	0	142	5	2	5	0	12	4	130	12	0	146	21	1	7	0	29	329
03:15 PM	5	115	2	0	122	6	3	3	0	12	3	135	10	0	148	19	0	5	0	24	306
03:30 PM	4	136	2	0	142	4	3	3	0	10	5	129	11	0	145	11	0	3	0	14	311
03:45 PM	7	116	0	0	123	3	4	2	0	9	3	116	8	0	127	20	0	9	0	29	288
Total Volume	18	507	4	0	529	18	12	13	0	43	15	510	41	0	566	71	1	24	0	96	1234
% App. Total	3.4	95.8	0.8	0		41.9	27.9	30.2	0		2.7	90.1	7.2	0		74	1	25	0		
PHF	.643	.905	.500	.000	.931	.750	.750	.650	.000	.896	.750	.944	.854	.000	.956	.845	.250	.667	.000	.828	.938
Passenger Vehicles	100	96.3	100	0	96.4	100	91.7	100	0	97.7	100	98.8	100	0	98.9	100	100	100	0	100	97.9
% Passenger Vehicles																					
Light Trucks	0	3.2	0	0	3.0	0	8.3	0	0	2.3	0	1.2	0	0	1.1	0	0	0	0	0	1.9
% Light Trucks																					
Heavy Trucks	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
% Heavy Trucks	18	831	4			18	12	13			15	836	41			71	1	24			

Gr II & III = 1.25/.76 = 1.64



Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 1 & Dexter Lane
TOWN: Kittery
COUNTER: JM
WEATHER: Sun/clouds

File Name : KitteryRte1DexterSat2021
Site Code : 01241121
Start Date : 12/4/2021
Page No : 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

Start Time	Route 1 Southbound					Crate & Barrel Dr Westbound					Route 1 Northbound					Dexter Lane Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
11:00 AM	1	214	2	0	217	0	1	1	0	2	11	167	1	0	179	2	0	1	0	3	401
11:15 AM	0	208	4	0	212	1	0	0	0	1	21	176	1	0	198	5	0	0	0	5	416
11:30 AM	1	241	2	0	244	3	0	1	0	4	9	186	3	0	198	4	0	0	0	4	450
11:45 AM	0	221	1	0	222	2	0	1	0	3	22	183	2	0	207	2	0	0	0	2	434
Total	2	884	9	0	895	6	1	3	0	10	63	712	7	0	782	13	0	1	0	14	1701
12:00 PM	0	209	1	0	210	1	0	2	0	3	13	210	1	0	224	2	0	0	0	2	439
12:15 PM	0	199	5	0	204	1	0	1	0	2	7	199	1	0	207	7	0	1	0	8	421
12:30 PM	0	192	2	0	194	0	0	2	0	2	16	194	0	0	210	6	1	0	0	7	413
12:45 PM	0	201	2	0	203	2	0	1	0	3	13	218	1	0	232	1	0	0	0	1	439
Total	0	801	10	0	811	4	0	6	0	10	49	821	3	0	873	16	1	1	0	18	1712
Grand Total	2	1685	19	0	1706	10	1	9	0	20	112	1533	10	0	1655	29	1	2	0	32	3413
Apprch %	0.1	98.8	1.1	0		50	5	45	0		6.8	92.6	0.6	0		90.6	3.1	6.2	0		
Total %	0.1	49.4	0.6	0	50	0.3	0	0.3	0	0.6	3.3	44.9	0.3	0	48.5	0.8	0	0.1	0	0.9	
Passenger Vehicles	1671					1526															
% Passenger Vehicles	50	99.2	100	0	99.1	100	100	100	0	100	100	99.5	100	0	99.6	100	100	100	0	100	99.4
Light Trucks																					
% Light Trucks	50	0.8	0	0	0.9	0	0	0	0	0	0	0.5	0	0	0.4	0	0	0	0	0	0.6
Heavy Trucks																					
% Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

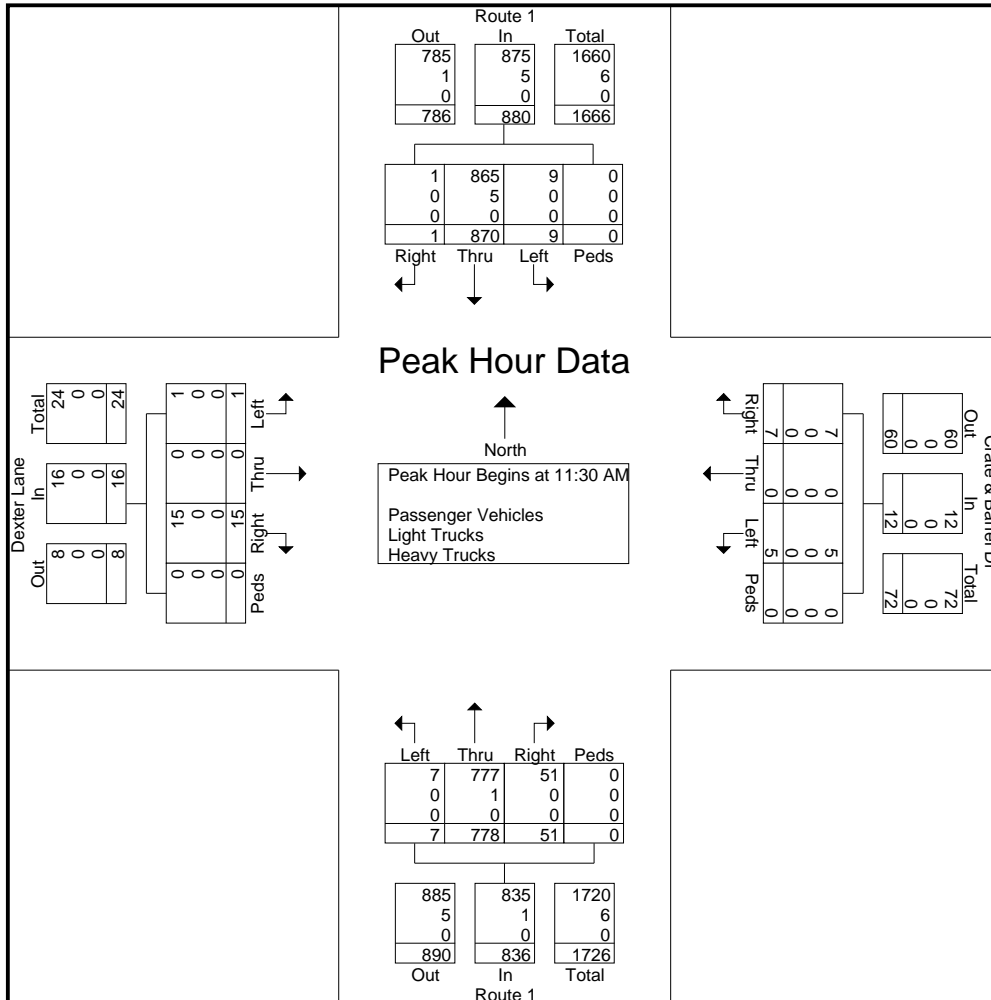
TITLE: Route 1 & Dexter Lane
TOWN: Kittery
COUNTER: JM
WEATHER: Sun/clouds

File Name : KitteryRte1DexterSat2021
Site Code : 01241121
Start Date : 12/4/2021
Page No : 2

Start Time	Route 1 Southbound					Crate & Barrel Dr Westbound					Route 1 Northbound					Dexter Lane Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:30 AM																					
11:30 AM	1	241	2	0	244	3	0	1	0	4	9	186	3	0	198	4	0	0	0	4	450
11:45 AM	0	221	1	0	222	2	0	1	0	3	22	183	2	0	207	2	0	0	0	2	434
12:00 PM	0	209	1	0	210	1	0	2	0	3	13	210	1	0	224	2	0	0	0	2	439
12:15 PM	0	199	5	0	204	1	0	1	0	2	7	199	1	0	207	7	0	1	0	8	421
Total Volume	1	870	9	0	880	7	0	5	0	12	51	778	7	0	836	15	0	1	0	16	1744
% App. Total	0.1	98.9	1	0		58.3	0	41.7	0		6.1	93.1	0.8	0		93.8	0	6.2	0		
PHF	.250	.902	.450	.000	.902	.583	.000	.625	.000	.750	.580	.926	.583	.000	.933	.536	.000	.250	.000	.500	.969
Passenger Vehicles	100	99.4	100	0	99.4	100	0	100	0	100	100	99.9	100	0	99.9	100	0	100	0	100	99.7
% Passenger Vehicles																					
Light Trucks	0	0.6	0	0	0.6	0	0	0	0	0	0	0.1	0	0	0.1	0	0	0	0	0	0.3
% Light Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Trucks	1	1400	9	0	0	7	0	0	5	0	51	1249	7	0	0	15	0	1	0	0	0
% Heavy Trucks																					

Route 1 = II + III

1.22/0.76 = 1.61



Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2729	2866	2808	2822	2806	2806
Vehs Exited	2728	2885	2817	2832	2807	2815
Starting Vehs	55	57	60	51	55	54
Ending Vehs	56	38	51	41	54	46
Travel Distance (mi)	1120	1171	1150	1158	1144	1149
Travel Time (hr)	54.5	57.8	56.0	56.8	55.7	56.2
Total Delay (hr)	8.5	9.8	9.1	9.4	8.8	9.1
Total Stops	1182	1358	1230	1234	1242	1248
Fuel Used (gal)	38.1	40.2	39.0	39.5	38.6	39.1

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2729	2866	2808	2822	2806	2806
Vehs Exited	2728	2885	2817	2832	2807	2815
Starting Vehs	55	57	60	51	55	54
Ending Vehs	56	38	51	41	54	46
Travel Distance (mi)	1120	1171	1150	1158	1144	1149
Travel Time (hr)	54.5	57.8	56.0	56.8	55.7	56.2
Total Delay (hr)	8.5	9.8	9.1	9.4	8.8	9.1
Total Stops	1182	1358	1230	1234	1242	1248
Fuel Used (gal)	38.1	40.2	39.0	39.5	38.6	39.1

3: Route 1 & Plaza Drive/Outlets at Kittery Performance by lane

Lane	EB	EB	WB	NB	NB	NB	SB	SB	SB	All
Movements Served	LT	R	LTR	L	T	TR	L	T	TR	
Denied Del/Veh (s)										0.1
Total Del/Veh (s)	23.1	8.5	20.6	11.9	5.9	5.2	10.1	9.3	8.4	8.6

6: Route 1 & Dexter Lane/Crate & Barrel Drive Performance by lane

Lane	EB	WB	NB	NB	SB	SB	All
Movements Served	LTR	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)							0.1
Total Del/Veh (s)	9.7	24.7	1.3	0.8	1.6	1.3	1.4

Total Network Performance

Denied Del/Veh (s)				0.2
Total Del/Veh (s)				11.2

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Movement	EB	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LTR	L	T	TR	L	T	TR
Maximum Queue (ft)	85	90	147	109	206	199	129	245	241
Average Queue (ft)	32	45	68	57	105	96	18	134	123
95th Queue (ft)	67	80	124	108	183	179	64	218	210
Link Distance (ft)	558	558	165		291	291		1189	1189
Upstream Blk Time (%)			0						
Queuing Penalty (veh)			0						
Storage Bay Dist (ft)				85			125		
Storage Blk Time (%)				1	7			6	
Queuing Penalty (veh)				3	8			1	

Intersection: 6: Route 1 & Dexter Lane/Crate & Barrel Drive

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	35	52	139	74	71	70
Average Queue (ft)	12	10	12	4	7	3
95th Queue (ft)	36	36	73	48	36	33
Link Distance (ft)	362	156	760	760	291	291
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 13

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Maximum Green (s)	5.1	23.3	18.1	5.1	23.3	18.1
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	6.2	44.9	11.6	6.6	38.3	11.6
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	90	9	10	54	5	10
Cycles @ Minimum (%)	0	0	2	2	0	2
Cycles Maxed Out (%)	2	91	8	10	95	8
Cycles with Peds (%)	0	0	0	0	0	2

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2771	2677	2882	2846	2816	2799
Vehs Exited	2766	2682	2873	2844	2815	2796
Starting Vehs	60	48	45	48	52	48
Ending Vehs	65	43	54	50	53	52
Travel Distance (mi)	1129	1088	1175	1157	1147	1139
Travel Time (hr)	53.9	52.4	56.3	55.4	55.3	54.7
Total Delay (hr)	7.6	7.9	8.1	8.0	8.2	8.0
Total Stops	1075	1025	1039	1023	1083	1047
Fuel Used (gal)	37.8	36.8	39.6	38.7	38.9	38.4

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2771	2677	2882	2846	2816	2799
Vehs Exited	2766	2682	2873	2844	2815	2796
Starting Vehs	60	48	45	48	52	48
Ending Vehs	65	43	54	50	53	52
Travel Distance (mi)	1129	1088	1175	1157	1147	1139
Travel Time (hr)	53.9	52.4	56.3	55.4	55.3	54.7
Total Delay (hr)	7.6	7.9	8.1	8.0	8.2	8.0
Total Stops	1075	1025	1039	1023	1083	1047
Fuel Used (gal)	37.8	36.8	39.6	38.7	38.9	38.4

3: Route 1 & Plaza Drive/Outlets at Kittery Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.5	0.0	0.2	0.1
Total Del/Veh (s)	13.0	32.1	4.3	6.2	7.2

6: Route 1 & Dexter Lane/Crate & Barrel Drive Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.3	0.0	0.1
Total Del/Veh (s)	11.2	32.9	1.3	1.3	1.5

Total Network Performance

Denied Del/Veh (s)			0.3		
Total Del/Veh (s)			9.8		

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Movement	EB	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LTR	L	T	TR	L	T	TR
Maximum Queue (ft)	76	105	159	106	164	154	54	206	197
Average Queue (ft)	29	48	75	50	79	70	13	105	97
95th Queue (ft)	64	82	133	93	137	132	42	176	173
Link Distance (ft)	558	558	165		291	291		1189	1189
Upstream Blk Time (%)			1						
Queuing Penalty (veh)			0						
Storage Bay Dist (ft)				85			125		
Storage Blk Time (%)				1	3			2	
Queuing Penalty (veh)				5	3			0	

Intersection: 6: Route 1 & Dexter Lane/Crate & Barrel Drive

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	39	47	180	108	101	79
Average Queue (ft)	15	9	16	5	8	3
95th Queue (ft)	40	34	84	50	46	36
Link Distance (ft)	362	156	760	760	291	291
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 9

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Maximum Green (s)	5.1	34.9	6.5	8.5	31.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	5.2	52.1	7.1	7.1	46.0	7.1
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	92	12	12	60	9	12
Cycles @ Minimum (%)	0	0	2	2	0	2
Cycles Maxed Out (%)	7	88	78	7	91	78
Cycles with Peds (%)	0	0	0	0	0	3

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2949	2796	2857	2835	2887	2867
Vehs Exited	2946	2803	2863	2836	2898	2870
Starting Vehs	67	55	43	54	70	55
Ending Vehs	70	48	37	53	59	52
Travel Distance (mi)	1197	1127	1162	1149	1178	1163
Travel Time (hr)	58.0	54.0	56.3	55.3	56.9	56.1
Total Delay (hr)	8.9	7.6	8.7	8.4	8.5	8.4
Total Stops	1207	1067	1140	1148	1141	1139
Fuel Used (gal)	40.1	37.9	39.1	38.9	40.0	39.2

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00					
End Time	5:00					
Total Time (min)	60					
Volumes adjusted by Growth Factors.						
Run Number	1	2	3	4	5	Avg
Vehs Entered	2949	2796	2857	2835	2887	2867
Vehs Exited	2946	2803	2863	2836	2898	2870
Starting Vehs	67	55	43	54	70	55
Ending Vehs	70	48	37	53	59	52
Travel Distance (mi)	1197	1127	1162	1149	1178	1163
Travel Time (hr)	58.0	54.0	56.3	55.3	56.9	56.1
Total Delay (hr)	8.9	7.6	8.7	8.4	8.5	8.4
Total Stops	1207	1067	1140	1148	1141	1139
Fuel Used (gal)	40.1	37.9	39.1	38.9	40.0	39.2

3: Route 1 & Plaza Drive/Outlets at Kittery Performance by lane

Lane	EB	EB	WB	NB	NB	NB	SB	SB	SB	All
Movements Served	LT	R	LTR	L	T	TR	L	T	TR	
Denied Del/Veh (s)										0.1
Total Del/Veh (s)	28.1	9.2	30.3	12.2	3.8	3.5	8.0	7.1	6.4	7.6

6: Route 1 & Dexter Lane/Crate & Barrel Drive Performance by lane

Lane	EB	WB	NB	NB	SB	SB	All
Movements Served	LTR	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)							0.1
Total Del/Veh (s)	10.2	20.8	1.2	0.9	1.6	1.2	1.4

Total Network Performance

Denied Del/Veh (s)			0.3
Total Del/Veh (s)			10.1

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Movement	EB	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LTR	L	T	TR	L	T	TR
Maximum Queue (ft)	83	107	159	105	162	163	105	228	216
Average Queue (ft)	32	55	74	56	68	69	15	112	106
95th Queue (ft)	68	93	138	97	129	136	54	189	184
Link Distance (ft)	558	558	165		291	291		1189	1189
Upstream Blk Time (%)			1						
Queuing Penalty (veh)			0						
Storage Bay Dist (ft)				85			125		
Storage Blk Time (%)				2	2			3	
Queuing Penalty (veh)				9	2			1	

Intersection: 6: Route 1 & Dexter Lane/Crate & Barrel Drive

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	39	43	129	63	151	106
Average Queue (ft)	14	11	10	2	10	6
95th Queue (ft)	39	35	59	32	70	51
Link Distance (ft)	362	156	760	760	291	291
Upstream Blk Time (%)					0	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Phase	1	2	4	5	6	8
Movement(s) Served	SBL NBTL	EBTL	NBL	SBTL	WBTL	
Maximum Green (s)	5.1	34.9	6.5	8.5	31.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	5.2	48.6	6.9	7.5	42.3	6.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	93	7	7	52	5	7
Cycles @ Minimum (%)	0	0	2	2	0	2
Cycles Maxed Out (%)	5	93	85	17	95	85
Cycles with Peds (%)	0	0	2	0	0	0

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2949	2796	2857	2835	2887	2867
Vehs Exited	2946	2803	2863	2836	2898	2870
Starting Vehs	67	55	43	54	70	55
Ending Vehs	70	48	37	53	59	52
Travel Distance (mi)	1197	1127	1162	1149	1178	1163
Travel Time (hr)	58.0	54.0	56.3	55.3	56.9	56.1
Total Delay (hr)	8.9	7.6	8.7	8.4	8.5	8.4
Total Stops	1207	1067	1140	1148	1141	1139
Fuel Used (gal)	40.1	37.9	39.1	38.9	40.0	39.2

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00					
End Time	5:00					
Total Time (min)	60					
Volumes adjusted by Growth Factors.						
Run Number	1	2	3	4	5	Avg
Vehs Entered	2949	2796	2857	2835	2887	2867
Vehs Exited	2946	2803	2863	2836	2898	2870
Starting Vehs	67	55	43	54	70	55
Ending Vehs	70	48	37	53	59	52
Travel Distance (mi)	1197	1127	1162	1149	1178	1163
Travel Time (hr)	58.0	54.0	56.3	55.3	56.9	56.1
Total Delay (hr)	8.9	7.6	8.7	8.4	8.5	8.4
Total Stops	1207	1067	1140	1148	1141	1139
Fuel Used (gal)	40.1	37.9	39.1	38.9	40.0	39.2

3: Route 1 & Plaza Drive/Outlets at Kittery Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.2	0.1
Total Del/Veh (s)	13.6	30.3	4.7	6.8	7.6

6: Route 1 & Dexter Lane/Crate & Barrel Drive Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.3	0.0	0.1
Total Del/Veh (s)	10.2	22.7	1.1	1.4	1.4

Total Network Performance

Denied Del/Veh (s)			0.3		
Total Del/Veh (s)			10.1		

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Movement	EB	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LTR	L	T	TR	L	T	TR
Maximum Queue (ft)	83	107	159	105	162	163	105	228	216
Average Queue (ft)	32	55	74	56	68	69	15	112	106
95th Queue (ft)	68	93	138	97	129	136	54	189	184
Link Distance (ft)	558	558	165		291	291		1189	1189
Upstream Blk Time (%)			1						
Queuing Penalty (veh)			0						
Storage Bay Dist (ft)				85			125		
Storage Blk Time (%)				2	2			3	
Queuing Penalty (veh)				9	2			1	

Intersection: 6: Route 1 & Dexter Lane/Crate & Barrel Drive

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	39	43	129	63	151	106
Average Queue (ft)	14	11	10	2	10	6
95th Queue (ft)	39	35	59	32	70	51
Link Distance (ft)	362	156	760	760	291	291
Upstream Blk Time (%)					0	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 1 & Plaza Drive/Outlets at Kittery

Phase	1	2	4	5	6	8
Movement(s) Served	SBL NBTL	EBTL	NBL	SBTL	WBTL	
Maximum Green (s)	5.1	34.9	6.5	8.5	31.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	5.2	48.6	6.9	7.5	42.3	6.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	93	7	7	52	5	7
Cycles @ Minimum (%)	0	0	2	2	0	2
Cycles Maxed Out (%)	5	93	85	17	95	85
Cycles with Peds (%)	0	0	2	0	0	0

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

H. C. L. CRASH COLLISION DIAGRAM DATA PACKAGE

COUNTY: **YORK**

TOWN: **KITTERY**

LOW NODE: **73886** HIGH NODE: **58281**

REGION: **1**

U/R: **URBAN**

DESCRIPTION: **US Rt 1 from Burger King to Wilson Rd**

RTE # / RD #: **0001X**

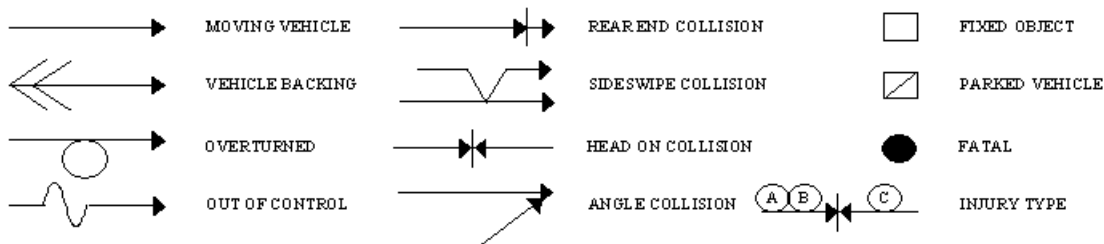
DATE DRAWN: **4/15/2021** DRAWN BY: **Michelle**

STUDY FROM: **1/1/2018**

STUDY TO: **12/31/2020**

CRASH RATE: **504.62** CRF: **1.26** % INJURY: **20.8** TOTAL CRASHES: **24**

LEGEND



--- PATH OF: P PEDESTRIAN B BICYCLE A ANIMAL S SLED

PAVEMENT: D - DRY, I - ICY, W - WET, S - SNOW

WEATHER: C - CLEAR, F - FOG, R - RAIN, SL - SLEET, S - SNOW, CL - CLOUDY

TIME: A - AM, P - PM

Kittery

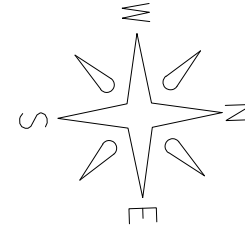
Prepared by Office of Safety (MP 4/15/21)

Link: 73886-58281

Element: 4853630

Study Period: 2018-2020

of Crashes: 24 / CRF: 1.26



58281

73886

Kittery Trading Post

Bobs Clam Hut

guardrail

Premium Outlet #3

65002 8-21-19 5:19P D/C
Follow Too Close

20242 7-20-18 12:09P D/C Improper Turn

40226 12-26-18 3:25P D/C Follow Too Close

22400 8-13-20 5:17P D/C Speed

58839 7-21-19 12:59P D/C
Fail To Keep In Lane

18181 8-2-20 3:48P
D/C Improper Turn

20280 8-26-20 1:45P D/C Hit & Run

49626 4-20-19 11:18A W/CL Fail To Yield

17878 6-28-18 12:27P W/R Fail To Yield

24158 10-9-20 5:28P D/C
Disregard Road Markings

185 1-4-20 3:43P W/R Fail To Yield

17660 7-27-20 2:46P D/C Fail To Yield

49137 4-6-19 11:43A D/C Fail To Yield

77056 12-21-19 1:06P D/C Fail To Yield

19358 7-9-18 2:38P D/C Fail To Yield

22660 9-20-20 11:54A D/C Fail To Yield

61247 8-10-19 11:05A D/C Fail To Yield

38415 11-26-18 4:42P W/R
Fail To Yield

17142 6-17-18 11:53A D/C Follow Too Close

776 1-6-18 1:27P D/C Fail To Yield

24165 7-28-18 3:55P D/C Fail To Yield

31726 12-14-20 11:10A D/C Fail To Yield

14432 5-13-18 3:09P D/C Fail To Yield

43530 2-24-19 4:06P W/R Fail To Yield

● hydrant

Weatherwane/Starbucks

Cottage Way

IN

Premium Outlet #2

OUT

guardrail

IN

Roberts Grill

OUT

US Rte. 1

