

# ATTAR

ENGINEERING, INC

CIVIL > STRUCTURAL > MARINE

ITEM 2

Adam Causey, Director of Planning and Development  
Town of Kittery  
P.O. Box 808  
Kittery, Maine 03904

April 19<sup>th</sup>, 2022  
Project No.: C278-21

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

Dear Mr. Causey:

On behalf of the applicant, Tree Tips 3 LLC, please find attached to this letter an updated Operations Plan and Site Plan to supplement 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.

During the Planning Board Meeting on March 10<sup>th</sup>, 2022, several questions were raised. Please allow me to answer them below.

- Knox Box language has been added to the Site Plan and Operations Plan.
- A response to the peer review engineer has been accepted by the Town. Please see the attached correspondence.
- A note calling for the remediation and inspection of mold has been added to the Site Plan.

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

Sincerely,

Brian Nielsen  
Staff Engineer

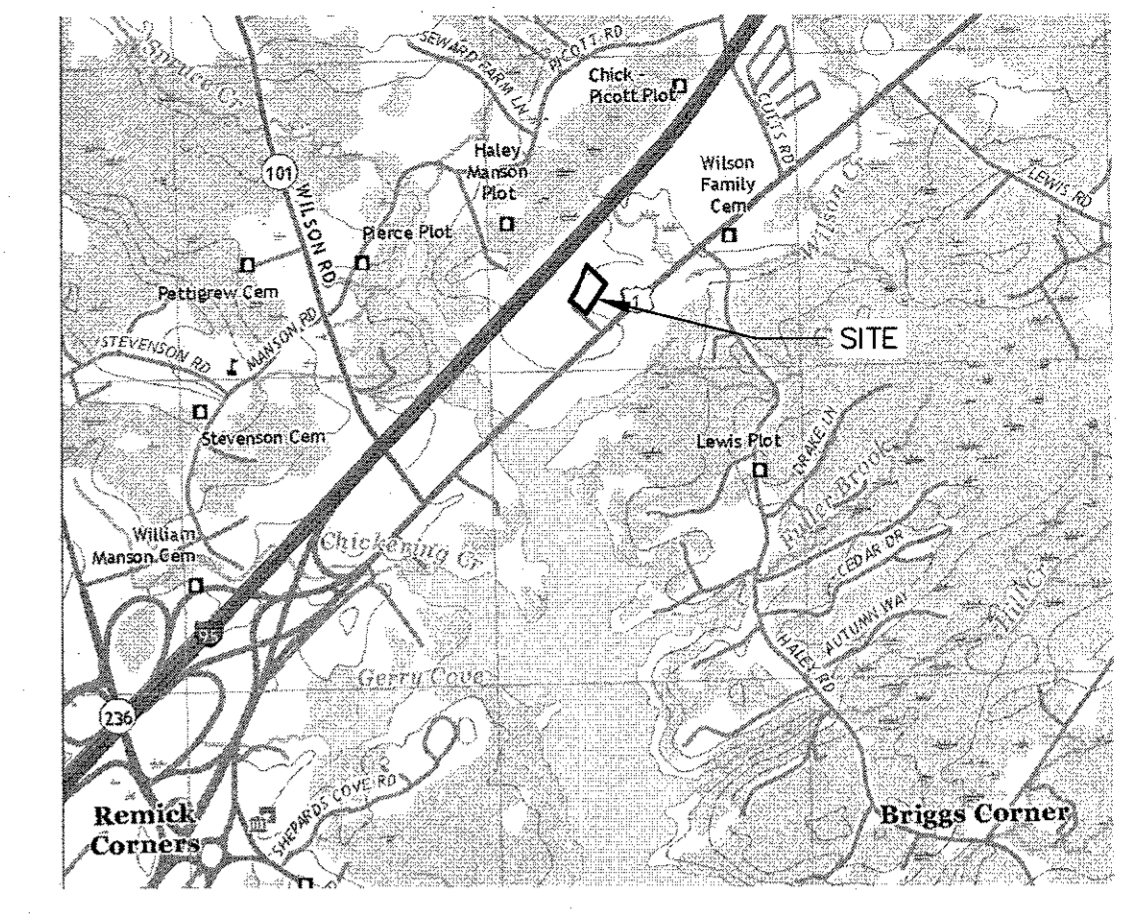
cc: Tree Tips 3 LLC

# MARIJUANA RETAIL STORE

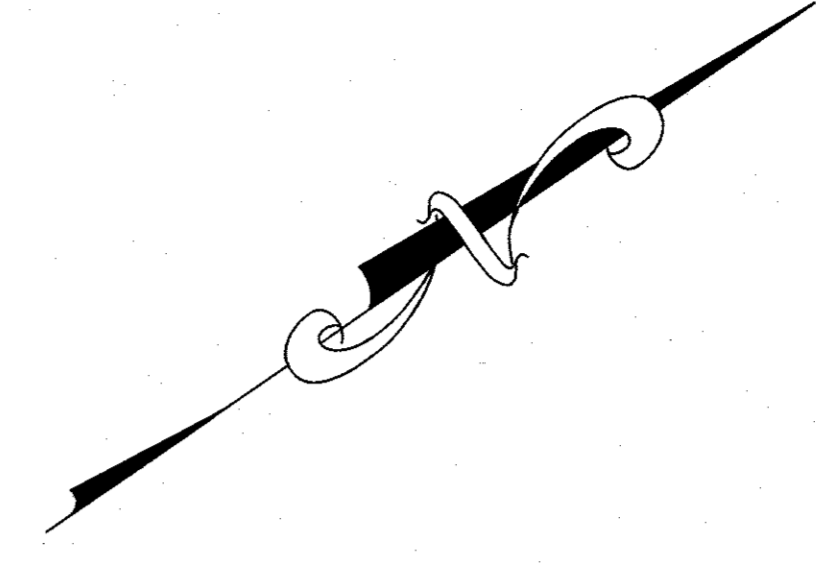
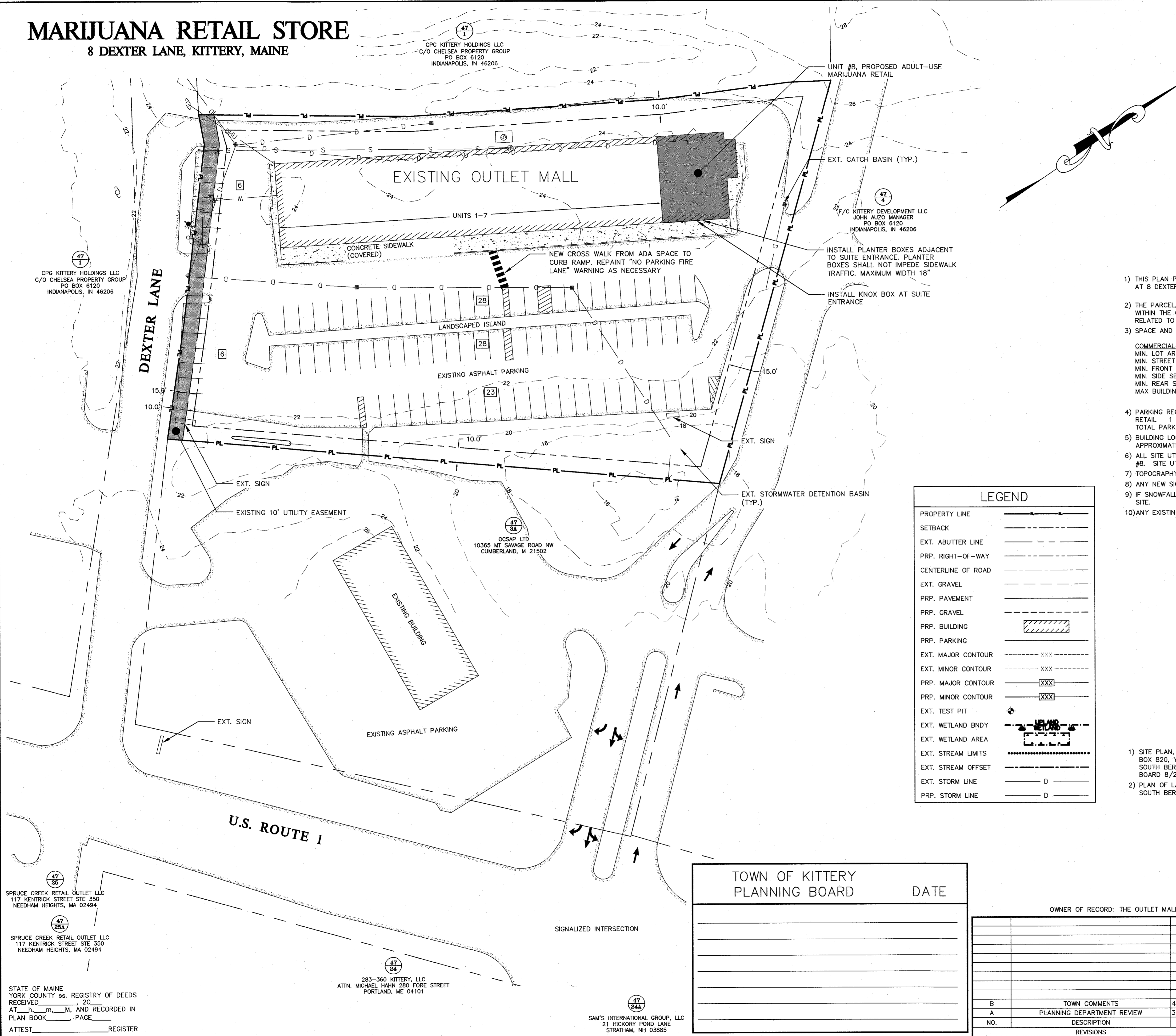
## 8 DEXTER LANE, KITTERY, MAINE

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



**SITE LOCATION MAP**  
APPROXIMATE SCALE 1" = 2000'

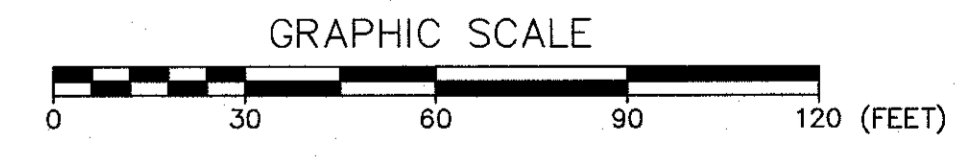


- GENERAL NOTES**
- THIS PLAN PROVIDES DETAILS FOR AN ADULT USE MARIJUANA STORE LOCATED WITHIN THE EXISTING BUILDING AT 8 DEXTER LANE UNIT #8 IN KITTERY. ONLY INTERIOR RENOVATIONS ARE PROPOSED.
  - THE PARCEL, IDENTIFIED AS LOT 47 ON TAX MAP 3, CONTAINS APPROXIMATELY 2.1 ACRES; AND IS LOCATED WITHIN 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.
  - IF SNOWFALL EXCEEDS THE ON-SITE STORAGE CAPACITY THE EXCESS SNOW WILL BE HAULED AWAY FROM THE SITE.
  - ANY EXISTING MOLD WILL BE REMEDIATED AND WILL BE INSPECTED PRIOR TO OCCUPANCY.

LEGEND	
PROPERTY LINE	— — — — —
SETBACK	— — — — —
EXT. ABUTTER LINE	— — — — —
PRP. RIGHT-OF-WAY	— — — — —
CENTERLINE OF ROAD	— — — — —
EXT. GRAVEL	— — — — —
PRP. PAVEMENT	— — — — —
PRP. GRAVEL	— — — — —
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	▬ WETLAND ▬
EXT. WETLAND AREA	▬ WETLAND ▬
EXT. STREAM LIMITS	.....
EXT. STREAM OFFSET	-----
EXT. STORM LINE	— D —
PRP. STORM LINE	— 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



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

SPRUCE CREEK RETAIL OUTLET LLC  
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NEEDHAM HEIGHTS, MA 02494

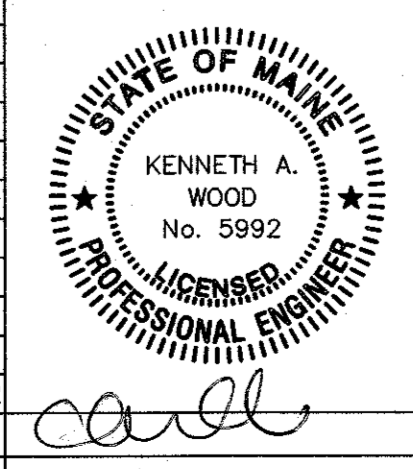
283-360 KITTERY, LLC  
ATTN. MICHAEL HAHN 280 FORE STREET  
PORTLAND, ME 04101

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

TOWN OF KITTERY PLANNING BOARD	DATE

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

NO.	DESCRIPTION	DATE
B	TOWN COMMENTS	4/18/2022
A	PLANNING DEPARTMENT REVIEW	3/09/2022



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' DATE: 11/18/2021	APPROVED BY: <i>Ken Wood</i> 11/18/2021	DRAWN BY: BRN REVISION DATE: B : 4/18/2022
JOB NO: C278-21 FILE: DEXTER MARIJUANA BASE.DWG		SHEET: 1 OF 1

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

## Adam Causey

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**From:** Bart McDonough  
**Sent:** Wednesday, March 23, 2022 4:45 PM  
**To:** William Straub  
**Cc:** Adam Causey; Jodie Bray Strickland  
**Subject:** RE: 8 Dexter Lane Response

Hi Bill,

I think this email will suffice. If a letter is required, I'll let you know.

Thanks,

Bart McDonough  
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/ittery#)#E^A#  
4hone#A÷#ö÷â#öE#  
)mail#Bm.cdonough@kitteryme.org#

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**From:** William Straub <wstraub@cmaengineers.com>  
**Sent:** Wednesday, March 23, 2022 4:24 PM  
**To:** Bart McDonough <BMcDonough@kitteryme.org>  
**Cc:** Adam Causey <ACausey@kitteryme.org>; Jodie Bray Strickland <jstrickland@cmaengineers.com>  
**Subject:** RE: 8 Dexter Lane Response

Hi Bart,

Traffic:

The Sewall response to traffic comments and clarifications are sufficient and satisfactory. **OK.**

Odor Control:

Is the Operations Plan new? We did not have that for review earlier. The odor control information is in the right direction. They have added carbon filters, which is the state of the practice. In our review letter, we suggested that the system be *“developed by a qualified HVAC contactor or engineer that can document appropriate sizing, operations and maintenance and design details”*. It appears that the Operating Plan was prepared by Tree Tip 3's owner. We would suggest that now, or as a condition of approval, the system design be documented as we suggested.

Would you prefer letter with these points, or can this email suffice?

Best,

Bill

William A. Straub, P.E.  
Principal/Project Manager



CMA Engineers, Inc.  
 35 Bow Street  
 Portsmouth, NH 03801  
 CELL 603 828-6167  
[www.cmaengineers.com](http://www.cmaengineers.com)

**From:** Bart McDonough <[BMcDonough@kitteryme.org](mailto:BMcDonough@kitteryme.org)>  
**Sent:** Wednesday, March 23, 2022 11:26 AM  
**To:** William Straub <[wstraub@cmaengineers.com](mailto:wstraub@cmaengineers.com)>; Jodie Bray Strickland <[jstrickland@cmaengineers.com](mailto:jstrickland@cmaengineers.com)>  
**Cc:** Adam Causey <[ACausey@kitteryme.org](mailto:ACausey@kitteryme.org)>  
**Subject:** 8 Dexter Lane Response

Hi Bill and Jodie,

Attached is Attar's and Swall's response to your comments for 8 Dexter Lane.

Best,

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 / itery# # ) #É^2^A^#  
 4hone #y^A^# Ô÷â °Éy^E#  
 ) mail# [bmcdonough@kitteryme.org](mailto:bmcdonough@kitteryme.org)#

**From:** [Bart McDonough](#)  
**To:** [Nick Friedman](#); [Brian Nielsen](#)  
**Subject:** RE: Checking in on Municipal Departments  
**Date:** Wednesday, April 6, 2022 5:14:00 PM

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Hi Nick and Brian,

Received word from the Fire Chief, Police Chief and there are no issues with the current plan.

Best,

Bart McDonough  
Town Planner  
Town of Kittery  
200 Rogers Road  
Kittery, ME 03904  
Phone: 207.475.1323  
Email: [bmcdonough@kitteryme.org](mailto:bmcdonough@kitteryme.org)

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**From:** Nick Friedman <nfriedman12188@gmail.com>  
**Sent:** Wednesday, April 6, 2022 12:37 PM  
**To:** Bart McDonough <BMcDonough@kitteryme.org>; Brian Nielsen <brian@attarengineering.com>  
**Subject:** Re: Checking in on Municipal Departments

Hi Bart, wanted to check in - did we receive any feedback and if not, is there a time this afternoon or tomorrow you would like for us all to get on a call?

Thank you!

--

Kind Regards

Nick Friedman  
413.429.6472

On Mon, Apr 4, 2022 at 5:36 PM Bart McDonough <[BMcDonough@kitteryme.org](mailto:BMcDonough@kitteryme.org)> wrote:

Hi Nick,

I have yet to hear from Police, Fire and DPW. If they do not respond to me by tomorrow evening, I

will call you and Brian to talk about next steps for filing for Final Plan Review.

Best,

Bart McDonough

Town Planner

Town of Kittery

200 Rogers Road

Kittery, ME 03904

Phone: 207.475.1323

Email: [bmcdonough@kitteryme.org](mailto:bmcdonough@kitteryme.org)

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**From:** Nick Friedman <[nfriedman12188@gmail.com](mailto:nfriedman12188@gmail.com)>

**Sent:** Monday, April 4, 2022 11:05 AM

**To:** Bart McDonough <[BMcDonough@kitteryme.org](mailto:BMcDonough@kitteryme.org)>

**Subject:** Re: Checking in on Municipal Departments

Hi Bart,

I hope you had a great weekend. I tried giving you a ring, but wanted to follow up by email as well. I wanted to check in on the email below, namely on the status of receiving comments/sign off ahead of our next meeting from the department heads (Police/Fire/DPW).

Thanks Bart, hope to hear from you soon.

--

Kind Regards

Nick Friedman

413.429.6472

On Wed, Mar 30, 2022 at 3:56 PM Nick Friedman <[nfriedman12188@gmail.com](mailto:nfriedman12188@gmail.com)> wrote:

Hi Bart,

I hope all is well.

I know one of the pending items on our site plan submission is feedback from the Police/Fire/Public Works.

I wanted to make sure we can receive review/comments/sign off ahead of our next meeting. Is there anything I can do to facilitate or assist in that process?

Thanks so much and hope all is well!

--

Kind Regards

Nick Friedman  
413.429.6472



**From:** [Jessa Kellogg](#)  
**To:** [Adam Causey](#); [David Rich](#)  
**Subject:** RE: 8 Dexter Lane Response  
**Date:** Wednesday, April 13, 2022 2:06:50 PM

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Hi Adam,

I haven't seen a site plan for the project, so assuming they are using the existing entrance on Dexter Lane and same building footprint then DPW has no concerns with the project. If they are planning a new driveway entrance onto Route 1 or have any changes to the building footprint that would increase stormwater runoff we would want to look at this more closely.

Thanks,  
Jessa

**Jessa Kellogg**

Public Works Inspector  
Town of Kittery DPW  
200 Rogers Road  
Kittery, Maine 03904  
[www.kitteryme.gov](http://www.kitteryme.gov)  
(207) 475-1321 Office

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**From:** Adam Causey <[ACausey@kitteryme.org](mailto:ACausey@kitteryme.org)>  
**Sent:** Wednesday, April 13, 2022 1:58 PM  
**To:** David Rich <[drich@kitteryme.org](mailto:drich@kitteryme.org)>; Jessa Kellogg <[JKellogg@kitteryme.org](mailto:JKellogg@kitteryme.org)>  
**Subject:** FW: 8 Dexter Lane Response

Checking to see if you have comments on the 8 Dexter Lane retail marijuana project. Attached is some information pertaining to traffic that the applicant shared with CMA.

Thank you,

Adam Causey, AICP  
Director of Planning & Development

Town of Kittery  
200 Rogers Road  
Kittery, ME 03904  
Phone (207) 475-1307  
[acausey@kitteryme.org](mailto:acausey@kitteryme.org)

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**From:** Bart McDonough <[BMcDonough@kitteryme.org](mailto:BMcDonough@kitteryme.org)>  
**Sent:** Wednesday, March 23, 2022 11:26 AM



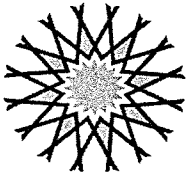
**To:** William Straub <[wstraub@cmaengineers.com](mailto:wstraub@cmaengineers.com)>; Jodie Bray Strickland <[jstrickland@cmaengineers.com](mailto:jstrickland@cmaengineers.com)>  
**Cc:** Adam Causey <[ACausey@kitteryme.org](mailto:ACausey@kitteryme.org)>  
**Subject:** 8 Dexter Lane Response

Hi Bill and Jodie,

Attached is Attar's and Swall's response to your comments for 8 Dexter Lane.

Best,

Bart McDonough  
Town Planner  
Town of Kittery  
200 Rogers Road  
Kittery, ME 03904  
Phone: 207.475.1323  
Email: [bmcdonough@kitteryme.org](mailto:bmcdonough@kitteryme.org)



# ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

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

November 18<sup>th</sup>, 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;*

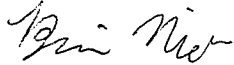
**16.10.5.2.C (12) c. 1 (3) *Environmental Analysis*;**

**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](http://www.kittery.org)

### APPLICATION: SITE PLAN REVIEW

<b>FEE FOR SITE PLAN REVIEW:</b>	<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	<b>Application Fee Paid:</b> \$ _____ Date: _____  <b>ASA Fee Paid:</b> (TITLE 3.3 TOWN CODE) \$ _____ Date: _____
		<input type="checkbox"/> \$.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR	<input type="checkbox"/> \$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS	

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

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

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

<b>PROJECT DESCRIPTION</b>	<b>Existing Use:</b>	Vacant. Previously a retail luggage store.			
	<b>Project Name:</b>	Tree Tips 3 LLC Adult Use Marijuana Retail Store			
	<b>Proposed Use:</b>	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

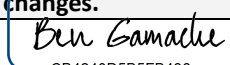
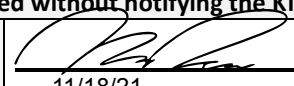
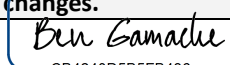
	Ordinance Section	Describe why this request is being made.
DESCRIPTION	***EXAMPLE*** 16.32.560 (B)- OFFSTREET PARKING.	***EXAMPLE*** Requesting a waiver of this ordinance since the proposed professional offices have a written agreement with the abutting Church owned property to share parking.

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

## 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.

# TREE TIPS 3 LLC

## *Operations Plan*

**Prepared for:** Town of Kittery, Retail Marijuana License Application

**Proposed Location:** 8 Dexter Lane, Suite 8, Kittery, ME, 03904

This Operations Plan will follow the below outline:

- 1. Security plan*
- 2. Provisions to ensure against loitering and using marijuana and marijuana protects on or near the premises*
- 3. Protocols for hiring and training employees*
- 4. Experience and training in the State of Maine's seed-to-sale tracking system*
- 5. Protocols for odor control and disposal of waste marijuana and marijuana products*
- 6. Protocols for ensuring the safety and security of product*
- 7. Fire Suppression annual certification*

## **SECTION 1**

### *Security Plan*

#### **Introduction**

Nick Friedman, owner and manager of Tree Tips 3 LLC's ("COMPANY"), has a proven track record of safely operating cannabis dispensaries in highly regulated markets, having designed and operated six licensed cannabis dispensaries in Maine and Massachusetts. Mr. Friedman will implement extensive safety and security measures at 8 Dexter Lane, Suite 8 in Kittery, to protect our facility, our customers, our staff, and our neighbors.

In Kittery, we will contract with Interface Security Systems to execute these plans. We appreciate that there are many security risks when operating a marijuana dispensary. We take this responsibility seriously and believe to be well positioned to operate a safe, secure, and fully compliant dispensary.

#### **Video Surveillance**

COMPANY will contract with Interface Security Systems to install the physical security system for our dispensary. Security features include but are not limited:

1. The entire perimeter of the facility, will have outdoor lighting fixtures operating from sunset to sunrise 365 days per year. This lighting will be sufficient to deter nuisance and criminal activity, will facilitate surveillance, but will have proper light cutoffs to ensure that it does not disturb our neighbors
2. Should any exterior lighting fail, our exterior cameras are able to operate in low to no light.

3. The entire perimeter of the facility, including entrances and exits, will have digital camera coverage.
4. The entire inside of the facility, including the interior of the vault, will have digital camera coverage.
5. Our critical data will be stored in a secured server room, inside our dispensary, with secured access.
6. All footage will be saved for a minimum of 45 days and will be made accessible to State inspection agents and local law enforcement.

(PLEASE NOTE — copies of our security plan diagram are not included here as they are confidential and including in public applications could pose a public safety risk. We will share these plans directly with the Chief of Police).

### **Alarm System**

COMPANY will install during construction, an alarm system in full compliance with all applicable State regulations, in order to provide ongoing alarm protection (24/7). When triggered, this alarm system automatically alerts local law enforcement and COMPANY management. Features of our alarm system include but are not limited to:

1. The alarm system will have motion sensors throughout the facility that will be armed when the business is closed.
2. The system will have panic buttons in key areas such as the vault room, behind the sales counters, and in the entrance room. These panic buttons silently alert law enforcement to a potential threat exits.
3. Door contact sensors on all exterior doors, including emergency exits.
4. All dispensary windows will have glass break sensors
5. The alarm system will have both battery backups in case of power loss, and a cellular backup in case the telephone line goes down. In either event, both local law enforcement and COMPANY management will be notified instantly that the system is now on either backup power or cellular backup.

### **Access Control**

In addition to our physical security system, COMPANY will install access control to ensure that we deter and prevent the unauthorized access into our dispensary, and into certain restricted areas of our dispensary. First, our dispensary operates as a non-public facility - all entrances will be locked at all times. Our doors have an access control system which utilizes *key fobs*. *Key fobs* have unique RFID transmitters in them – allowing us to program access by door for each employee (or “Agent”) depending on the role, to ensure that only key people have access to our secure areas.



As per our record keeping SOP, a detailed log will be kept off all agents' current and prior access permissions.

## **Storage**

### *Marijuana Storage*

Per our floor plans, we will construct a secure access vault room in our dispensary to store all marijuana inventory that is not on the sales floor. All inventory that is available for sale will be stored behind the dispensary counter in locked cabinets that are only accessible to our employees.

This vault room will have reinforced walls, a heavy steel door, motion sensors, a panic button, video surveillance, and door contact alarm.

All finished marijuana, marijuana concentrates, and marijuana infused products will be stored inside our vault room at all times during non-operational hours. All of our marijuana waste is stored in our secure vault room in a locked, labeled, separated container until proper disposal occurs.

## **Cash Management**

### *Banking*

Tree Tips 3 already has been vetted, and in complete transparency, has opened an account with a local credit union that understands and is comfortable with our business. We can deposit cash, accept debit cards, and pay vendors from opening day.

### *Dispensary Cash Management Procedures*

All cash is kept in a combination safe, located inside our secured access vault room, bolted to the floor. Only managers responsible for handling cash, have the combination to our cash safe. Moreover, we have an on-site maximum cash storage protocol, and cash deposit trips to our credit union in order to keep the amount of cash stored on hand in our safe to a minimum. These trips will be made by a third party, bonded, armed cash transportation service provider.

## **Staffing and Training**

At Tree Tips 3, we care about building a culture of safety and accountability. Especially in the case of internal diversion prevention, it is critical that our staff are well trained at monitoring and reporting any suspicious activity that may be taking place. We believe that creating a workplace culture of safety and responsibility is essential to avoiding security breaches. Our safety and security training will include at a minimum:

1. Incident response procedures, including how to responded to 'safe mode' and fire alarms

2. Emergency procedures, such as attempted robbery, active shooter, and natural disaster
3. Suspicious activity reporting protocols – ALWAYS report suspicious activity to the Dispensary Manager or the Operations Manager.
4. Proper end of day 'lock down' procedures including securing inventory in vault room, arming all systems and ensuring all exterior doors.
5. Proper use of panic alarm buttons that are placed behind the sales counter, in the vault, and in the identification verification room.
6. Immediate notification to management if a badge or key fob is lost or stolen

### **Verification of Customers and Access Granting**

No unauthorized persons under the age of 21 are permitted inside our dispensary; we follow the following multi-step verification and screening process before granting access to the dispensary floor and being permitted to make a purchase:

1. Customers check in with our security agent outside the dispensary entrance. They will be asked to present their form of picture identification. Our security agent will verify their picture ID before opening the door to let them inside the dispensary.
2. Once inside, customers will present their ID a second time to our receptionist. Our trained receptionist will scan their ID, using an identification verification scanner (Model # IDScience 5000/9000), to ensure legitimacy.
3. After being positively authorized, customers will be permitted to enter the dispensing area. At the sales counter, the customer will present their ID a third time for verification prior to making a purchase.

### *Authorized Entrance of Contractors/Visitors*

No unauthorized persons are permitted inside our facility – all visitors, such as contractors, must notify the Dispensary Manager or Operations Manager at least 24 hours before they plan to enter the facility to be listed as an expected, approved, visitor. All approved visitors will:

1. Have their IDs verified when they are allowed entrance into the dispensary
2. Will be provided a visitor badge, and will be logged on a visitor log
3. Will be escorted at all times by a COMPANY employee
4. Will not be allowed to touch marijuana or marijuana products

## **Diversions Prevention**

With management's prior experience operating dispensaries, Tree Tips 3 is uniquely to instill proper standard operating procedures to mitigate the risk of diversion being able to occur.

### *Pre-Employment Agent Screening*

Our detailed personnel policies include a comprehensive screening process that all prospective agents will have to pass. All agents must pass a background check performed by the State of Maine and have a State issued cannabis agent identification card.

### *Inventory Control and Monitoring*

The most effective way to limit the risk of employee diversion is through a robust inventory control system (ICS). We use Leaf Logix software. Our ICS will track and account for all marijuana, all finished marijuana, all marijuana concentrate, and all marijuana waste, at all times. This technology allows our Managers to perform daily reconciliations that would immediately identify discrepancies that could be caused by diversion. This system integrates with the State level METRC tracking system.

Furthermore, at all our facilities, we perform monthly physical inventory reconciliations, to ensure that our electronic system tracking perfectly matches our physical inventory count.

### *External Diversion*

We acknowledge that external diversion is an additional risk, that we mitigate by implementing the following procedures:

1. Reminding all customers whom purchase marijuana that diversion is a serious criminal offense
2. Monitoring the parking lot for suspicious activity
3. Tracking the purchase limits on all customers to ensure no one is surpassing their allowable purchasing limits
4. Agents are trained to immediately report any suspicious activity to their supervisor

## **Redundancies/Backup Systems**

Our safety and security plan includes the following measures to ensure our systems as fully operational even in unexpected adverse circumstances:

1. All security equipment, exterior lighting, interior emergency lighting, security monitoring and recording system, and alarm systems will have **uninterrupted power supply (UPS)**

battery backup systems that provides a first layer of backup in the scenario where we lose grid power.

2. Our alarm monitoring systems can operate on a **cellular backup** if a telecommunications line goes down.

### **Contact Sharing**

Contact information of our general manager will be shared with the Kittery police department. Our General Manager will be available as the “on call” individual 24/7 should the Town need to contact someone regarding our dispensary.

### **Conclusion**

We are extremely confident that our robust security infrastructure and proven operating policies will both protect our dispensary and produce a net positive impact on the safety and security of our immediate neighborhood.

## **SECTION 2**

*Provisions to ensure against loitering and using marijuana and marijuana products on or near the premises*

COMPANY is committed to ensuring that our dispensary is operated in compliance with all state and local laws and regulations, and more, generally, is not a nuisance to our neighbors. We will be training our staff to implement numerous procedures to ensure customers do not loiter or use marijuana / marijuana products on or near the premises, including, but not limited to the following:

### **1. Signage**

Signage will be clearly visible in the parking lot indicating that both loitering, and the consumption of cannabis, is prohibited on or near the premises. We will also post signage near the exit of the dispensary that reinforces this message.

### **2. Customer Education**

Our staff will be trained to remind our customers that they are not to loiter on site, and that similar to alcohol, their cannabis products should not be opened or consumed until they reach their place of residence.

### **3. Monitoring**

*Our security team will actively monitor the premises and parking lot to ensure that customers are not loitering or using cannabis on site.*

## SECTION 3

### *Protocols for hiring and training employees*

We plan to hire approximately eighteen (18) employees to operate our dispensary in Kittery. We will seek to prioritize a diverse, local workforce.

#### **Hiring Protocol / Staffing Plan / Background Checks**

We will be posting our job positions on a variety of online job sites (such as indeed.com, craigslist.org, LinkedIn, and monster.com).

We will be hiring for the following positions:

##### **Title: Manager**

# of Hires: 1

Description of duties: This individual will be responsible for the day-to-day operations of the Kittery dispensary, overseeing all hiring, training, compliance, and operations.

##### **Title: Operations Manager**

# of Hires: 1

Description of duties: Also known as the Assistant Manager, this individual is second in command and takes lead on staff scheduling amongst other duties.

##### **Title: Supervisors**

# of Hires: 2

Description of duties: Supervisors take ownership of day-to-day operations, directly managing the cannabis consultants, reception, and safety team during business hours.

##### **Title: Pre-Order Team members**

# of Hires: 2

Description of duties: Pre-Order Fulfillment is responsible for receiving online orders and accurately and compliantly packaging them for customer pickup.

##### **Title: Inventory Team members**

# of Hires: 2

Description of duties: The inventory team is responsible for the accurate receiving of inventory and managing the flow of inventory from the vault through the retail store.

##### **Title: Safety and Security Team members**

# of Hires: 2

Description of duties: The Safety and Security team is responsible for checking IDs of our customers, managing parking and traffic flow, and ensuring the safety and security of our customers and employees.

**Title: Receptionist**

# of Hires: 2

Description of duties: The receptionist is responsible for controlling access into the dispensary, performing a secondary ID check, and answering incoming phone calls.

**Title: Cannabis POS Staff**

# of Hires: 6

Description of duties: Cannabis POS Staff are responsible for directly interfacing with our customers, performing the sale transaction at the POS counter.

All employees must first have an “Individual Identification Card (IIC)” provided by the State of Maine’s Office of Marijuana Policy prior to beginning employment. In order to obtain an IIC card, the State of Maine runs background checks on each individual.

**Training of Staff**

All employees must undergo at least two weeks of training, with management employees being required to have a minimum of four weeks. All employees receive at least 40 hours of ongoing training each year to keep up with new policies. All steps of the training process are documented and kept in file.

Details of our training protocol includes:

1. During training, agents will have received their IIC card, however they are not provided an RFID access key fob until training is complete. During training, the supervisor conducting the training provides access to the areas of the facility necessary for the new agent to train.
2. Specific training varies depending on the agent’s job responsibilities, though all agents are trained on confidentiality, drug, alcohol, and tobacco policy, facility layout, safety / security, emergency procedures, and inventory control.
3. The supervising agent is responsible for designing and implementing the training process for each of his / her agents. Training will include both hands on training and ‘classroom style’ learning.
4. At the end of the training period, the supervising agent must sign off on the agent’s employee record that they believe the agent is adequately trained and is ready to move forward with the job position. If at the end of the training period, the supervising agent does not feel that the new agent is ready to move forward, they may elect to provide additional training or to recommend to the Dispensary Manager that the agent be terminated.

## SECTION 4

### *Experience and training in the State of Maine's seed-to-sale tracking system*

Tree Tips 3 LLC's owner, Nick Friedman, has extensive experience working with METRC, the seed to sale tracking system used by the State of Maine from his involvement with operating dispensaries in both Maine and Massachusetts, all of which remain in good standing with METRC. Mr. Friedman will be the Master Administrator on the METRC account for Tree Tips 3, to ensure top-down competency in using the State's seed-to-sale tracking system. We are extremely confident that our deep experience already operating in the State of Maine's seed-to-sale tracking system METRC will create a safe, compliant dispensary operation in Kittery.

## SECTION 5

### *Odor Mitigation Plan and Protocols for Waste*

Tree Tips 3 LLC will be a retail only facility, with no cultivation or manufacturing activities on site. Management has experience operating other dispensaries in Maine and Massachusetts and a proven track record of ensuring that its operations do not pose a nuisance to its neighbors, particularly by ensuring that no odors of cannabis emanate from the dispensary and that waste is properly disposed of.

#### **Odor Plan**

Several approaches will be taken to ensure odor does not become a nuisance.

#### Cannabis Packaging

We will require that any cannabis and cannabis products to arrive at our facility, must be packaged in **airtight containers** prior to being transported to our dispensary. In our experience, when cannabis and cannabis products are properly packaged and sealed prior to arrival at a retail dispensary, there is no odor that is emitted from those packages.

#### Cannabis Storage

All cannabis and cannabis products will be stored in our vault room. During storage, all cannabis and cannabis products will remain in their airtight packaging. Moreover, we will install a carbon filtration air scrubber in this vault room to reduce the chance of any odor leaving that room.

#### Air Filtration / Carbon Scrubbing

In addition to the carbon scrubber located in the vault room, an additional carbon scrubber will be located in the dispensary floor.



I am confident, based on our past experience, and the plans detailed in this proposal, that our proposed operations in Kittery will not cause any issues with odor.

## **Waste Plan**

### Cannabis waste

We will dispose of any cannabis waste in full compliance with the regulations written and enforced by the Maine Office of Marijuana Policy. As a retail only location, we generate very little cannabis waste. Examples of waste would come from customer returns, product that appears defective, or product that has a broken tamper evident seal. Waste is tracked in METRC, the State of Maine's inventory control system. It is stored in our vault room until it is time for disposal. Prior to disposal, marijuana waste is rendered "inert" by mixing it with non-cannabis materials such as rock salt. From there, it is placed in a locked dumpster for disposal.

### Non-cannabis waste

All non-cannabis waste will be sorted and placed appropriately in a locked dumpster. We will make best efforts to recycle as much material as possible, and will have a separate recyclable only dumpster on the premises.

## **SECTION 6**

### *Protocols for ensuring the safety and security of product*

We follow a variety of cannabis industry best practices to ensure the safety and security of our cannabis inventory. At all times we maintain full compliance with the State of Maine's extensive set of regulations governing product safety. Below are some of the measures we take to ensure safety and security of product.

### **Security & Storage Procedures**

As further detailed above, our security system's operations is a core component to ensuring the safety and security of our product. Please see SECTION 1 for further details.

### **Inventory Control**

METRC, the State of Maine's inventory control system, allows us to know the location and movement of all product at all times. By using this system, employees appreciate and understand that no loss of product would go unnoticed, which heavily discourages any theft or diversion from employees.

### **Inventory Audits**

To further ensure the safety and security of our products, once per week, we randomly select three different batches of product to do a full manual inventory count. Additionally, on an annual basis, we perform a complete inventory audit where every single product is counted and compared to the amounts that are shown in the inventory control system.

### **Secure Delivery**

Product deliveries occur in the rear of the building at random times throughout the week. We expect around 3 deliveries per week. All vendors used to procure inventory from are mandated to use unmarked, discreet delivery vehicles. We maintain correspondence with an incoming delivery vehicle and, prior to their arrival, we check all exterior cameras to ensure that the Premises are safe for arrival to occur. The vehicle arrives in the back of the building and is unloaded directly into our facility.

### **Employee Training**

As further detailed in SECTION 3, we comprehensively train our team members on how to operate a safe, compliant facility, including:

1. Never leave keys in locks
2. Never let anyone into the building that is not authorized and never prop open doors
3. At the end of the day, move all product into the vault room
4. Always arm the alarm system prior to leaving the building at the close of business

## **SECTION 7**

### *Fire Suppression annual certification*

We take first code and building safety extremely seriously. Tree Tips 3 LLC attests that:

1. Our facility will be designed and constructed in accordance with all applicable building codes and regulations, including fire codes
2. The building itself will be protected by fire suppression measures and fire 402 alarms to the satisfaction of the Fire Chief and in accordance with all applicable building codes. In order to satisfy this requirement Tree Tips 3 LLC will meet with the Fire Chief and review our plans prior to beginning construction, and post construction, will the Fire Chief and his team to walk through the building prior to commencing operations.

3. Prior to operations we will obtain Certification from the Fire Chief that the location of the Marijuana Business on the subject Premises will not pose an undue risk of fire or other safety hazard. We have already initiated discussions with the Fire Chief.
4. On an annual basis, we will work with an outside vendor and the Fire Chief to inspect and certify our Fire Suppression System is in good working order.
5. A KNOX box will be installed at a location coordinated with the Fire Chief

This concludes our operations plan. Please note that we will have hundreds of pages of operating procedures in place prior to commencing operations that we will use to train our staff to operate a safe, compliant, and industry leading dispensary.

Thank you for your review and please do not hesitate to reach out directly with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Friedman', with a stylized flourish at the end.

Nick Friedman  
Tree Tips 3 LLC  
413-429-6472  
[Nfriedman12188@gmail.com](mailto:Nfriedman12188@gmail.com)



March 8, 2022

Bart McDonough, Town Planner  
Town of Kittery  
200 Rogers Road  
Kittery, Maine 03904

**RE: Town of Kittery, Planning Board Services  
8 Dexter Lane Adult Use Marijuana Retail Facility  
Traffic and Odor Control Review  
Tax Map 47, Lot 3  
CMA #591.141**

Dear Bart:

CMA Engineers has received the following information for Assignment #141, review of aspects of a Site Plan application, located at 8 Dexter Lane for an adult use marijuana retail facility.

- 1) Site Plan Review Application for The Outlet Mall of Kittery, LLC, prepared by Attar Engineering of Eliot, ME dated November 18, 2021. Ward, Inc.

The applicant proposes to convert an existing retail facility (formerly a luggage store) into an adult-use marijuana retail facility. The space is part of an existing larger retail facility housing other retail operations. There are virtually no physical changes proposed for the change of use. Accordingly, the applicant has requested a variety of waivers of Kittery LUDC regarding site plan approval requirements.

1. The applicant has prepared a traffic impact study for the change in use (completed by Sewall Company of Bangor, Maine).
2. As a marijuana business, the Kittery LUDC requires that the operations describe protocols for marijuana odor control, that such odors not be detectable beyond the area controlled by the business, and that odors be controlled by whatever best practices exist.

We have reviewed the information submitted with a focus on these two issues.

#### Traffic Impact Study

A traffic impact study was completed by the Sewall Company (December 2021) using conventional methodologies, including estimates of traffic generation from marijuana dispensaries in the Institute of Traffic Engineers (ITE) trip generation document. The results indicate that there is insignificant deterioration of performance levels at the signalized intersection to the north of the Dexter Lane/Route 1 intersection, and the Dexter Lane/Route 1 intersection.

The study assumes that the majority of traffic to the facility will use the signalized intersection north of Dexter Lane. However, access to the site appears to CMA Engineers to be more direct via Dexter Lane from vehicles coming from the south. We note that GPS routes to the 8 Dexter Lane address are directed via the Dexter Lane intersection with Route 1, and we would expect more trips to be assigned in the analysis to enter/exit via this intersection. Sewall should justify the predominate use of the signalized intersection north of Dexter Lane or redo the analysis of the Dexter Lane unsignalized intersection.

### Marijuana Odors

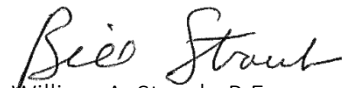
We understand from discussions with you regarding the proposal, that all marijuana product entering and leaving the facility will be pre-wrapped in fitted plastic. Retail sales of finished product which is wrapped poses significantly less risk of odors than cannabis cultivation or processing facilities. If the marijuana plant/flower product is not exposed to the air, the potential for generation of marijuana odors is minimized. If this approach is taken, strict adherence to an operating plan would be advisable.

However, people's sensory abilities with regard to odors and marijuana odors vary, and once detected off-site, perceptions of odors are difficult to manage. In addition to packaging of marijuana product, best practices would include positive air handling, and filtering of all exhaust air through carbon canister(s). We would suggest that the applicant be required to incorporate such a system which is developed by a qualified HVAC contractor or engineer that can document and certify the appropriate sizing, operations and maintenance, and design details for such odor control. Odor control of marijuana has become an area of service regionally and nationally.

Should you have any questions, please do not hesitate to call.

Very truly yours,

CMA ENGINEERS, INC.



William A. Straub, P.E.

Project Manager

cc: Brian Nielsen, EIT Attar Engineering

WAS:rol

*Comment: The study assumes that the majority of traffic to the facility will use the signalized intersection north of Dexter Lane. However, access to the site appears to CMA Engineers to be more direct via Dexter Lane from vehicles coming from the south. We note that GPS routes to the 8 Dexter Lane address are directed via the Dexter Lane intersection with Route 1, and we would expect more trips to be assigned in the analysis to enter/exit via this intersection. Sewall should justify the predominate use of the signalized intersection north of Dexter Lane or redo the analysis of the Dexter Lane unsignalized intersection.*

Response: The trip assignments were based upon the recorded traffic patterns obtained during the traffic counts. These counts showed that 95 % all of traffic going to and from the overall plaza site utilized the signalized intersection and not the southerly unsignalized access drive under late Fall conditions.

In terms of specific movements, 5 % of the entering lefts entered at the southerly drive under late fall conditions. Relating this 5 % to the new retail shop trips would be one (1) entering left at the southern drive. Under summer conditions fewer lefts would be expected to enter at this drive since they will have more opposing traffic and would have to wait longer. There is no dedicated left-turn lane at the southern drive location, so it is more comfortable to pull forward to the dedicated left-turn lane at the signal where there is protected left-turn phasing. For this reason, all entering lefts under peak summer conditions (which is the analysis period) are expected to utilize the signalized intersection.

All exiting lefts would also be expected to use the signal to exit the plaza given that it is in the proper direction of travel and in closer proximity to the shop, which will be the most northerly suite in the building. Similarly, all entering rights would be expected to use the first drive, the signalized access, given the more direct travel path. In keeping with recorded patterns, one (1) exiting right was assigned to the unsignalized drive since it is in the direction of travel.

I am uncertain what GPS directions CMA utilized but Google directions to 8 Dexter Lane (from both locations south and north of the site) lead all motorists to enter the site at the signalized intersection and not via Dexter Lane.

Lastly, as shown in the capacity analysis, left turns in and right turns out at the unsignalized intersection both operate at acceptable levels of service, LOS "A" and "B". If a few additional site trips, to and from the south, were to utilize this unsignalized intersection for access there would still be no capacity concerns.

**Bart McDonough**

---

**From:** William Straub <wstraub@cmaengineers.com>  
**Sent:** Wednesday, March 23, 2022 4:24 PM  
**To:** Bart McDonough  
**Cc:** Adam Causey; Jodie Bray Strickland  
**Subject:** RE: 8 Dexter Lane Response

Hi Bart,

**Traffic:**

The Sewall response to traffic comments and clarifications are sufficient and satisfactory. **OK.**

**Odor Control:**

Is the Operations Plan new? We did not have that for review earlier. The odor control information is in the right direction. They have added carbon filters, which is the state of the practice. In our review letter, we suggested that the system be "*developed by a qualified HVAC contractor or engineer that can document appropriate sizing, operations and maintenance and design details*". It appears that the Operating Plan was prepared by Tree Tip 3's owner. We would suggest that now, or as a condition of approval, the system design be documented as we suggested.

Would you prefer letter with these points, or can this email suffice?

Best,

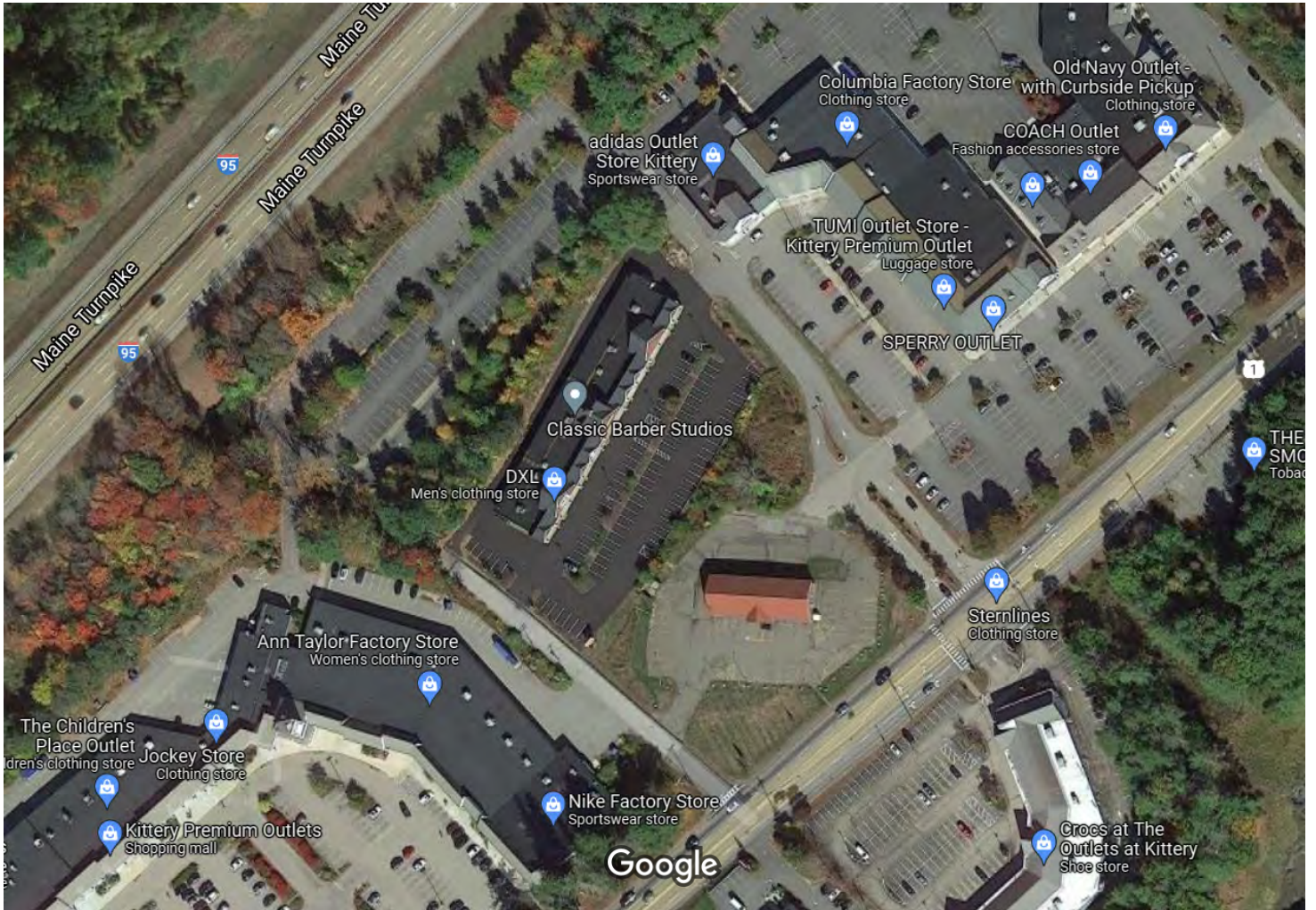
Bill

William A. Straub, P.E.  
Principal/Project Manager



**CMA Engineers, Inc.**  
35 Bow Street  
Portsmouth, NH 03801  
**CELL 603 828-6167**  
[www.cmaengineers.com](http://www.cmaengineers.com)





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





# Kittery, ME






November 17, 2021

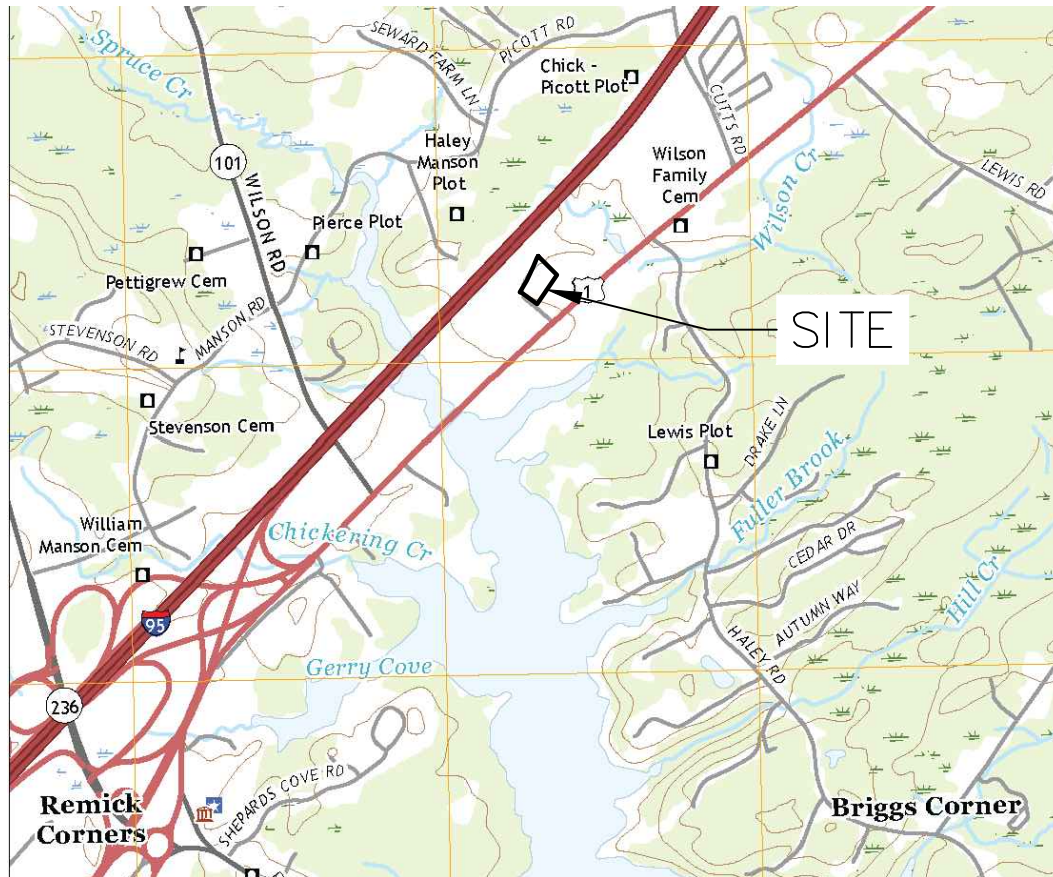
1 inch = 200 Feet

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 (12<sup>th</sup>) 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 land 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

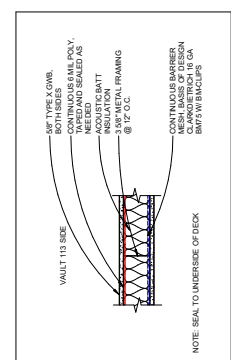
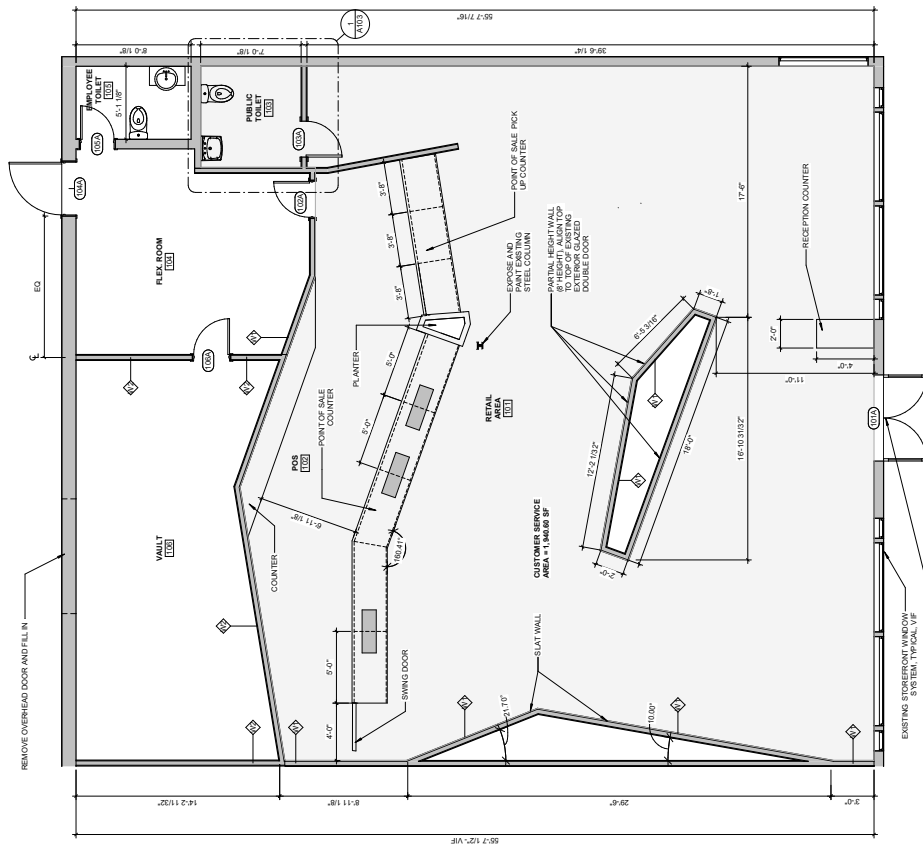
REV.	NO.	DATE

PROJECT NO:	211
DRAWN BY:	UL 12
CHECKED BY:	029
SHEET TITLE:	FLOOR PLAN

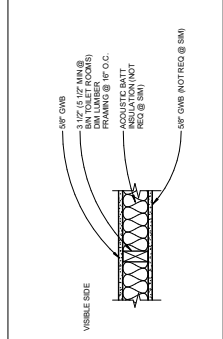
**GENERAL NOTES:**

- DIMENSIONS ARE TO FACE OF FRAMING AND/OR FACE OF FOUNDATION UNLESS NOTED OTHERWISE.
- INTERIOR FINISHES SHALL BE 5/8" TYPE UNLESS NOTED OTHERWISE.
- INTERIOR DOORS SHALL BE INSTALLED 6" OFF FACE OF WALL UNLESS NOTED.
- COORDINATE FINISHES W/ OWNER, BASIS OF DESIGN INCLUDES POLISHED CONCRETE FLOOR, POLISHED CONCRETE CEILING, WOOD WALL BASE, PAINTED EXPOSED CEILING, AND PAINTED GWB CEILING.
- WOOD INTERIOR DOORS W/ PAINTED CEILING AND PAINTED GWB CEILING.
- AT PARTIAL HEIGHT WALLS, PROVIDE 2X JOIST FRAMING AND PLYWOOD SHEATHING TO SUPPORT CEILING FINISHES AND BREAK ROOM AS NEEDED, COORDINATE W/ OWNER, COORDINATE AND VERIFY LOCKING MECHANISM WITH THE CLIENT OWNER PRIOR TO ENCLOSURE OF PARTITIONS.

NOTE TO BUILDER: THESE DRAWINGS DO NOT NECESSARILY SHOW THE INFORMATION AND/OR INFORMATION NEEDED TO COMPLETE THE PROJECT BY USING THESE DRAWINGS. THE GENERAL CONTRACTOR UNDERSTANDS AND SHOULD ENGAGE THE SERVICES OF A QUALIFIED ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL ENGINEER, CIVIL ENGINEER, AND OTHER TRADES PERTAIN TO THIS PROJECTS OR TO THE SAFETY OF ITS OCCUPANTS AND USERS. BY USING THESE DRAWINGS, THE CONTRACTOR AGREES TO NOT HOLD THE ARCHITECT LIABLE FOR ANY INCOMPLETE, OR INCONSISTENT INFORMATION, OR INFORMATION THAT IS IN CONFLICT WITH OR CONTRADICTORY TO FILED CONDITIONS, OTHER DRAWINGS, OR WORK PERFORMED BY THE CONTRACTOR.



W2



W1

○ WALL TYPES  
1 1/2\"/>

## Tree Tips 3 LLC

### *Description of Floor Plan*

Prepared for Town of Kittery Marijuana License Application

Tree Tips 3 LLC is proposing a Marijuana Retail Store to be located at 8 Dexter Lane, Suite 8, Kittery, ME, 03904. This is an existing building that has been used historically as retail. We will be doing an interior fit up to the space to accommodate our usage, and have designed a floor plan that will allow us to operate a safe, compliant Marijuana Retail Store here in Kittery. This document will describe the floor plan that is included in this submission.

### Overview:

Tree Tips 3's owner, Nick Friedman, has a proven track record of operating safe and successful dispensaries both in Maine and Massachusetts. The floor plan created for this location has been based off extensive experience learning what works best for a dispensary.

At the highest level, the occupied space has a total square footage of 2,742 square feet. The customer accessible square footage, as measured by our architectural firm, BRIBURN, and detailed in our plans, is 1,940 square feet, under the 2,000 sq. ft. maximum required by the Town's ordinance.

The response will provide a narrative of how our floor plan works, detailing both the "Front of House" where customers go and interact with our employees, as well as the "Back of House" where only employees work.

### Reception (Front of House):

Prior to entering the dispensary, customers are required to show their identification, verifying they are 21+ years of age, to our security staff member, who will be positioned outside our customer entrance. Once the ID is checked, the security staff will open the front door, admitting them into the dispensary. Once inside, the customers will present their ID a second time. Our receptionist will perform a second identification check using an ID verification device called "ID Science". Once their identification has been fully verified, they are permitted to proceed to sales counter on the Dispensary Floor.

### Dispensary Floor (Front of House):

The dispensary floor is the central location for our customers. On the dispensary floor, we will have educational materials as well as apparel and accessory products that customers can browse on the left-hand side of our dispensary floor. No marijuana or marijuana products are ever located on the dispensary floor. To make a purchase, customers most go to our point-of-sale stations where a customer service agent will help guide them to their desired cannabis products.

## Point of Sale Counter (Front of House):

The POS Counter provides a secure barrier/separation between our customers and our team members, keeping our marijuana inventory secured and only accessible to our staff. The marijuana inventory that is to be sold that day is stored in locked cabinets under the Point of Sale Counter. Our floor plan shows for 5 walk-up POS stations as well as 3 pre-order POS stations. The pre-order stations are for customers who placed an order online to be picked up in store, allowing for a faster checkout process. Our counter will include one ADA station that is wheelchair accessible. It is important to note that absolutely NO customers are ever allowed behind the Point of Sale Counter. A locking door provides our staff the ability to enter the dispensary floor if needed.

Once a transaction has been completed, the customer will leave the dispensary through the door they came in. Customers are reminded that we have a strict no-loitering policy.

## Bathrooms (Front and Back of House):

Bathrooms will be ADA accessible; one bathroom is available for customers, one bathroom is only for our staff, accessible from the back of house.

## Flex Room (Back of House)

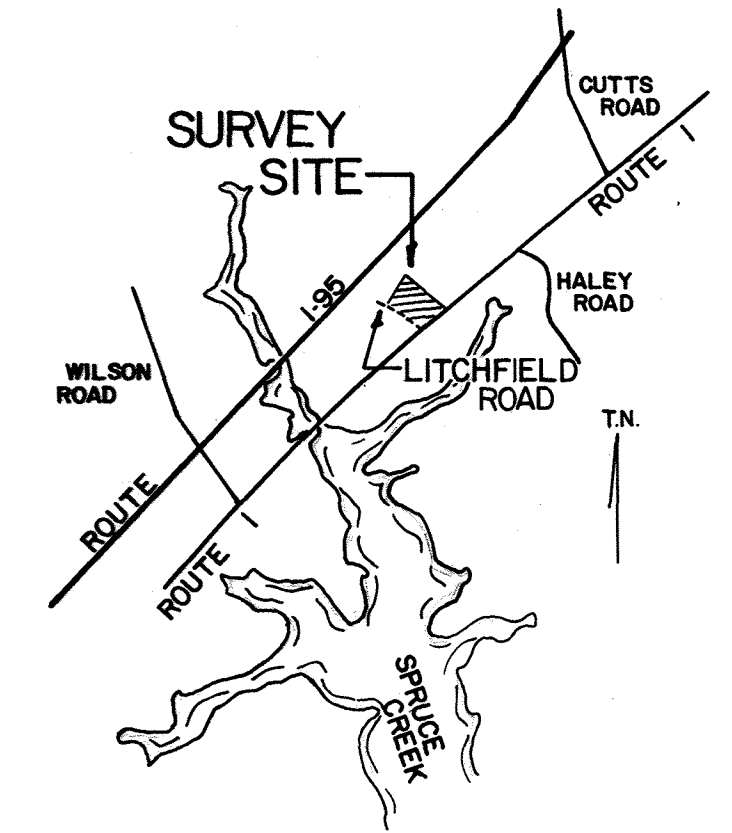
The flex room is a secured room where staff will receive cannabis deliveries. All deliveries are scheduled in advance, and arrive in an unmarked vehicle. When the delivery vehicle arrives on site, the driver calls our manager on duty to let them know they have arrived, and the driver is directed to pull up to the rear entrance that opens directly into this room. Once our safety and security team has verified the area is safe (using the video surveillance system), the door is opened, and airtight, secured bins containing cannabis product are transported into this space. Once finished, the door is closed/locked, and the vehicle would leave.

Once the inventory is inside the building, our inventory team verifies the weights and quantities of the products received in this room. They are entered into the inventory control system and moved into the vault room for secure storage.

## Vault (Back of House)

The vault room is where all cannabis inventory is stored. The vault room has extensive security features as discussed in our operations plan, and access to the vault room is limited to management only. The vault room will also contain a safe that is secured to the floor and in which any cash is stored. The vault room is fully climate controlled and will contain a carbon scrubber to reduce the risk of any odors. Cannabis waste is also stored in this space, in a separated secured bin.

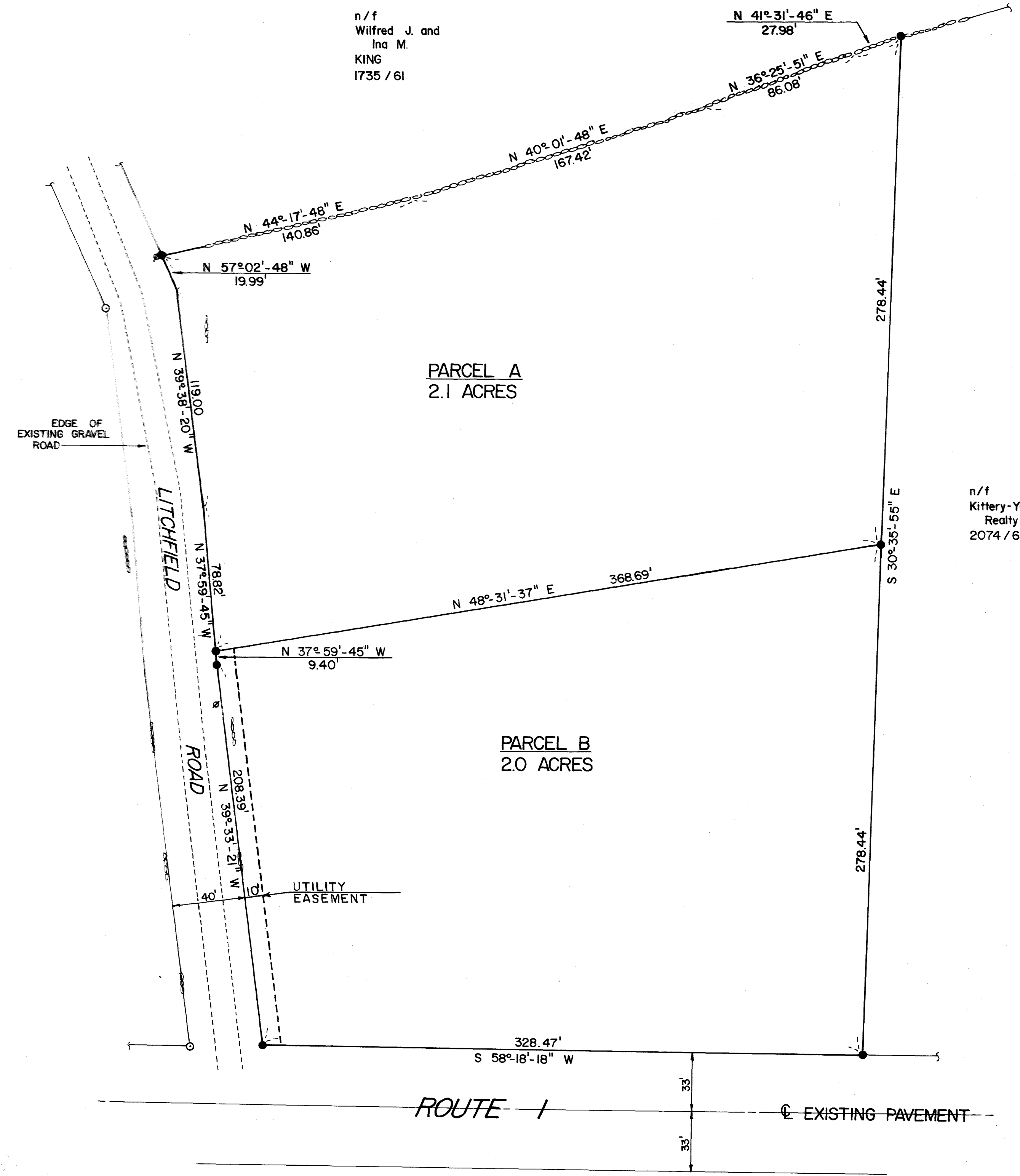
**LEGEND**  
 IRON PIN FOUND ———— ○  
 STONE WALL ———— [wavy line]  
 IRON PIN SET ———— ●  
 IRON PIN TO BE SET ———— ◉



**LOCATION PLAN**  
n.t.s.

**GENERAL NOTES:**

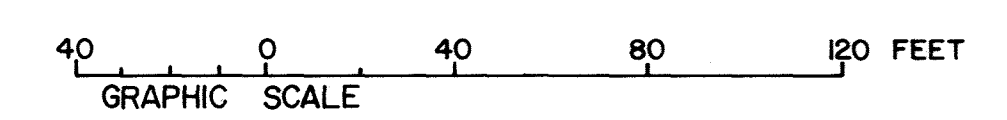
1. FIELD SURVEY PERFORMED IN MARCH 1982.
2. SIDELINE OF ROUTE 1 ESTABLISHED 33" FROM FROM THE CENTERLINE OF EXISTING PAVEMENT, MARCH, 1982.
3. SIDELINES OF LITCHFIELD ROAD CALCULATED FROM EXISTING MONUMENTATION AND DEED 2767/244. R.O.W. OF SAID ROAD IS 40'.



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



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

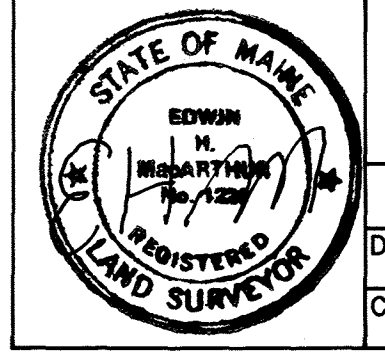
REFERENCE DEED  
 HILDA WILSON  
 2047 / 224  
 DOCKET NO. 88171

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

STATE OF MAINE  
 YORK COUNTY ss. REGISTRY OF DEEDS  
 RECEIVED \_\_\_\_\_, 19\_\_\_\_  
 AT \_\_\_\_\_h, \_\_\_\_\_m, \_\_\_\_\_M, AND RECORDED IN  
 PLAN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

ATTEST: \_\_\_\_\_ REGISTER

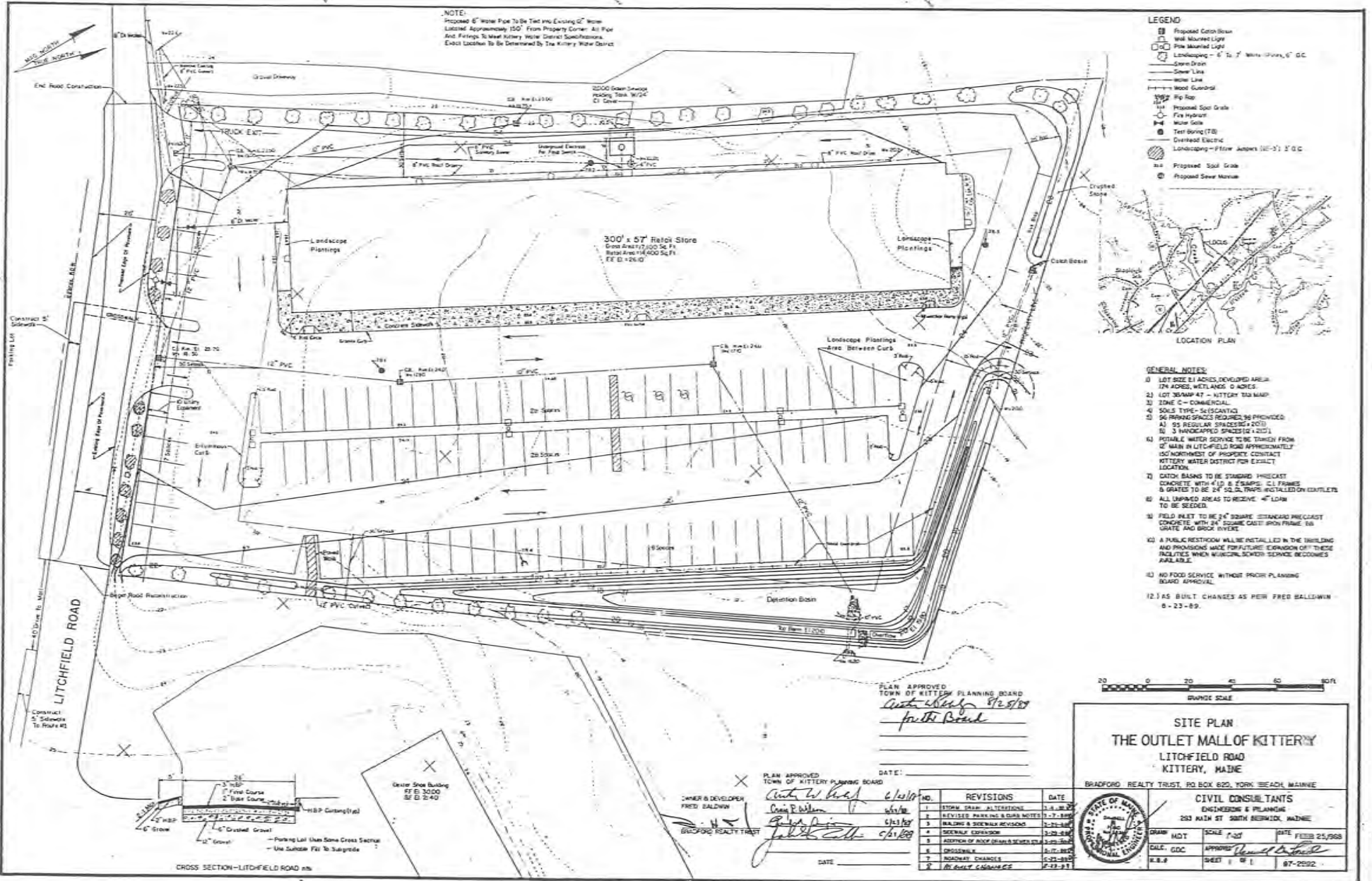
Plan of Land of <b>Hilda Wilson</b> Route 1 Kittery, Maine	
CIVIL CONSULTANTS P.O. BOX 101 SOUTH BERWICK, MAINE	
SCALE 1" = 40'	DATE May 21, 1982
DRAWN awm jr.	APPROVED <i>Edwin H. Mather</i>
CALC. awm jr.	CHECKED <i>awm</i>
	82-106



10.00 pl

09630

Approved Plan





# TOWN OF KITTELY, 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](mailto: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,

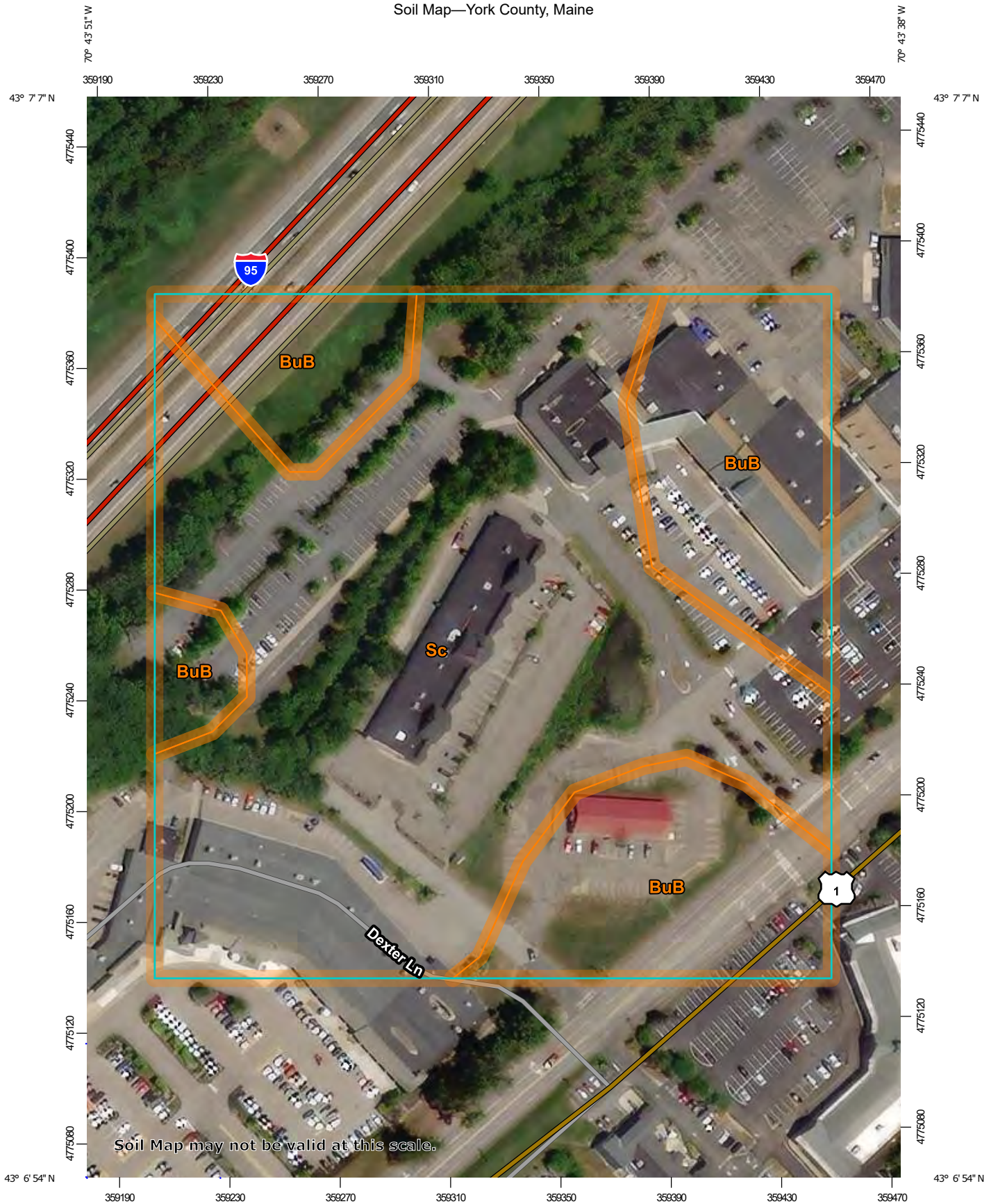


Michael S. Rogers  
Superintendent

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%
<b>Totals for Area of Interest</b>		<b>15.0</b>	<b>100.0%</b>