



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING



LETTER OF TRANSMITTAL

Date: August 18, 2021 JN: 13522.001

To: Town of Kittery Re: GCS Enterprises LLC
200 Rogers Road Site Plan Review Permit App
Kittery, ME 03904

WE ARE SENDING YOU

ATTACHED BY EMAIL UNDER SEPARATE COVER _____

COPIES	DATE	DESCRIPTION
12	08/18/2021	Site Plan Review Permit Application w/ 11x17 Plans
3	08/18/2021	Site Plan Review Permit Application w/ Full Size Plans

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit___Copies for Approval |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Submit___Copies for Distribution |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> Return___Corrected Prints |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> For Bids Due_____20__ | <input type="checkbox"/> Prints Returned After Loan |
| <input type="checkbox"/> Other | | |

Remarks: We will forward Financial Capacity Statement Letter and Application Fees upon receipt.

Copy To: _____ Signed: Sean Thies





HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

SITE PLAN REVIEW PERMIT APPLICATION

TO THE TOWN OF KITTERY

GCS ENTERPRISES, LLC

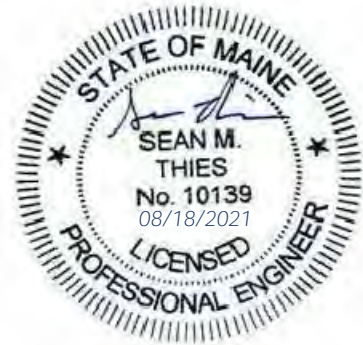
AROMA JOE'S

Kittery, Maine

Applicant:

GCS ENTERPRISES, LLC

ATTN: Loren Goodridge, 352 Warren Avenue, Portland, ME
04103

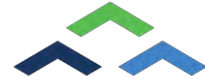


Corporate Office
One Merchants Plaza
Suite 701
Bangor, ME 04401
T: 207.989.4824
F: 207.989.4881

HALEYWARD.COM

AUGUST 2021
JN: 13522.001

Report Prepared By: Haley Ward, Inc.
One Merchants Plaza, Suite 701 | Bangor, Maine 04401



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TOWN OF KITTERY, MAINE

TOWN PLANNING AND DEVELOPMENT DEPARTMENT

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

APPLICATION: SITE PLAN REVIEW

FEE FOR SITE PLAN REVIEW:	<input type="checkbox"/> \$300.00 PLUS THE GREATER OF:	<input type="checkbox"/> \$50/USE OF UNIT; OR	<input type="checkbox"/> \$5.00/100 SQ FT OF GROSS FLOOR AREA	Application Fee Paid: \$ _____ Date: _____
		<input type="checkbox"/> \$0.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR	<input type="checkbox"/> \$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS	ASA Fee Paid: (TITLE 3.3 TOWN CODE) \$ _____ Date: _____

PROPERTY DESCRIPTION	Parcel ID	Map	66	Lot	26	Zone:	<u> MU </u>	Total Land Area (Square Feet)	13.8 ACRES
	Physical Address	523 US ROUTE 1							
						Base:	_____		
						Overlay:	_____		
						MS4:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

PROPERTY OWNER'S INFORMATION	Name	LYNCH, CHARLES S			Mailing Address	13 POCAHONTAS ROAD, KITTERY POINT, ME 03905-5300
	Phone					
	Fax					
	Email					

APPLICANT'S AGENT INFORMATION	Name	SEAN THIES			Name of Business	HALEY WARD, INC.
	Phone	207-989-4824			Mailing Address	ONE MERCHANTS PLAZA, SUITE 701 BANGOR, ME 04401
	Fax					
	Email	sthies@haleyward.com				

PROJECT DESCRIPTION	Existing Use:	DEVELOPED, VACANT			
	Project Name:	AROMA JOE'S			
	Proposed Use:	AROMA JOE'S DRIVE THRU COFFEE SHOP			

WAIVER REQUEST

DESCRIPTION	Ordinance Section	Describe why this request is being made.
	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.
	N/A	

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.			
Applicant's Signature:	 (Agent)	Owner's Signature:	
Date:	08.18.2021	Date:	

COMPLETED BY OFFICE STAFF

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

Minimum Submission Requirements

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

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

Related Ordinances: Kittery Land Use Code- Title 16

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

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

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

- c. Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown;
- d. Domestic water source;
- e. Parks, open space, or conservation easement locations; N/A
- 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; N/A
- j. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature; N/A
- 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; **N/A**
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; **N/A**

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

K. Fences, retaining walls and other artificial features locations and dimensions proposed; **N/A**

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; **N/A**

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. **N/A**

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. **N/A**

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. **N/A**

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: **N/A**

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.

Drew Olehowski

From: Sean Thies
Sent: Monday, August 16, 2021 3:13 PM
To: Chelsea Cyr; Drew Olehowski
Subject: FW: Authorization Email

fyi

Sean Thies, PE
Senior Project Manager
t: 207.989.4824

This e-mail may be confidential and is intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and not those of HaleyWard, Inc. If you are not the intended recipient (or responsible for delivery of the message to such person), you may not use, copy, distribute or deliver to anyone this information in reliance on it. In such case, you should delete this message, and notify us immediately at 207 989 4824 or by email bangor@haleyward.com.

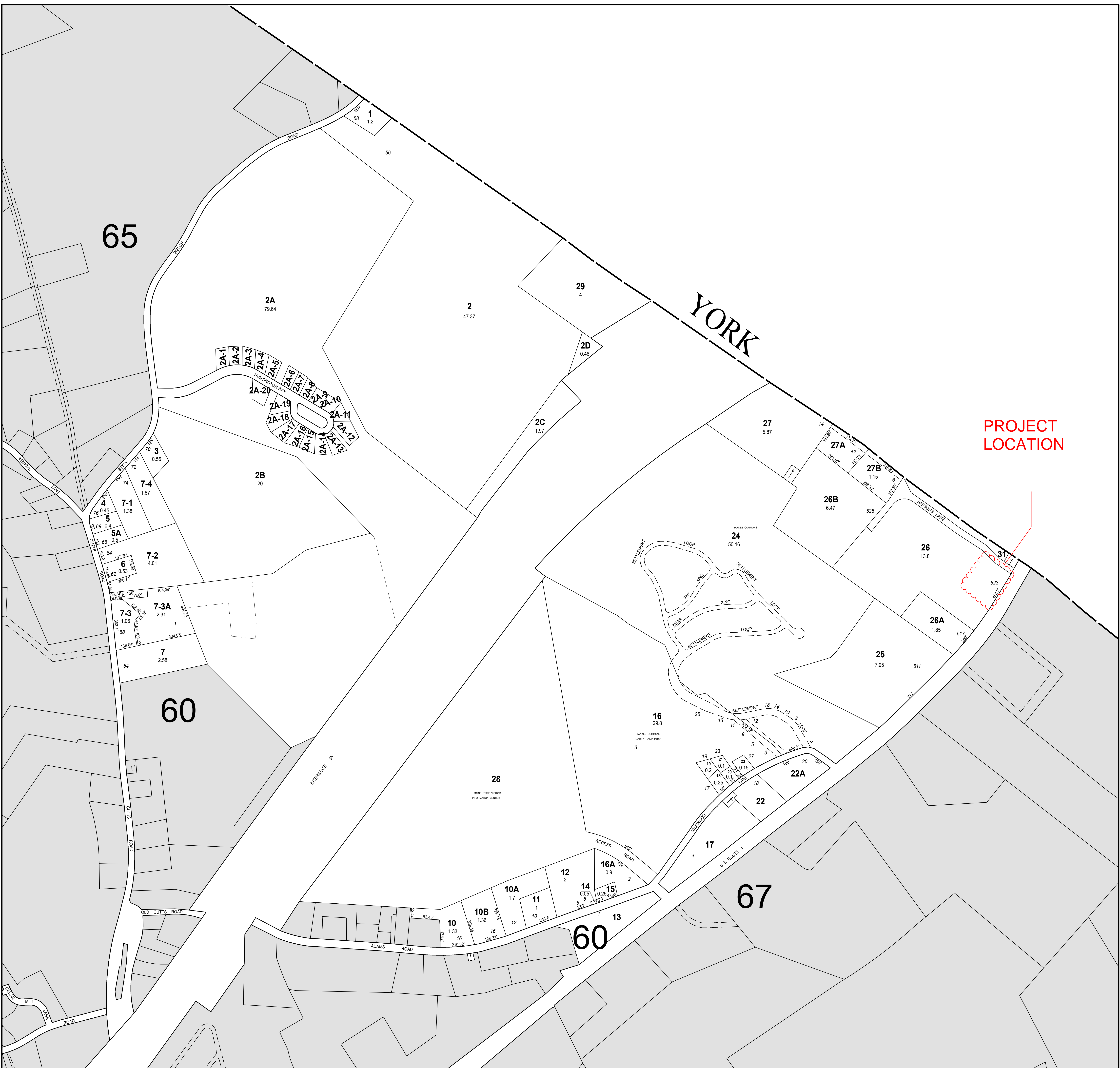
From: Maryna Shuliakouskaya <Maryna@aromajoes.com>
Sent: Monday, August 16, 2021 3:11 PM
To: Sean Thies <sthies@haleyward.com>; Travis Little <travis@sparkfranchisesolutions.com>
Subject: Authorization Email

Good afternoon,

This email is send as a confirmation that Sean Thies and Haley Ward company are authorized to act as an agent on the Aroma Joes project located on Route 1, Kittery Maine.

Thank you,

Maryna Shuliakouskaya
Owner
603-502-4407



PROJECT LOCATION

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE MAINE STATE PLANE COORDINATE SYSTEM, NAD 83.
 ORIGINAL MAPPING BY JOHN E. O'DONNELL & ASSOCIATES, NEW GLOUCESTER, MAINE.

REVISED & REPRINTED BY
CAI Technologies
 Precision Mapping. Geospatial Solutions.
 11 Pleasant Street, Littleton, NH 03561
 800.327.4545 • www.cai-tech.com

PARCEL NUMBER	16
PARCEL ACREAGE	0.25
RECORD DIMENSION	100'
STREET ADDRESS NUMBER	18
SUBDIVISION LOT NUMBER	(4)

LEGEND

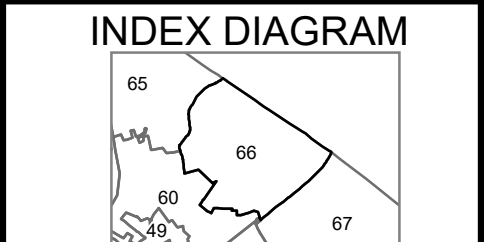
- RIGHT OF WAY/ACCESS
- COMMON OWNERSHIP
- WATER

SCALE: 1" = 200'

FEET: 200 100 0 200 400 600
 METERS: 50 25 0 50 100 150

REVISED TO: APRIL 1, 2020

PROPERTY MAPS
KITTERY
 MAINE



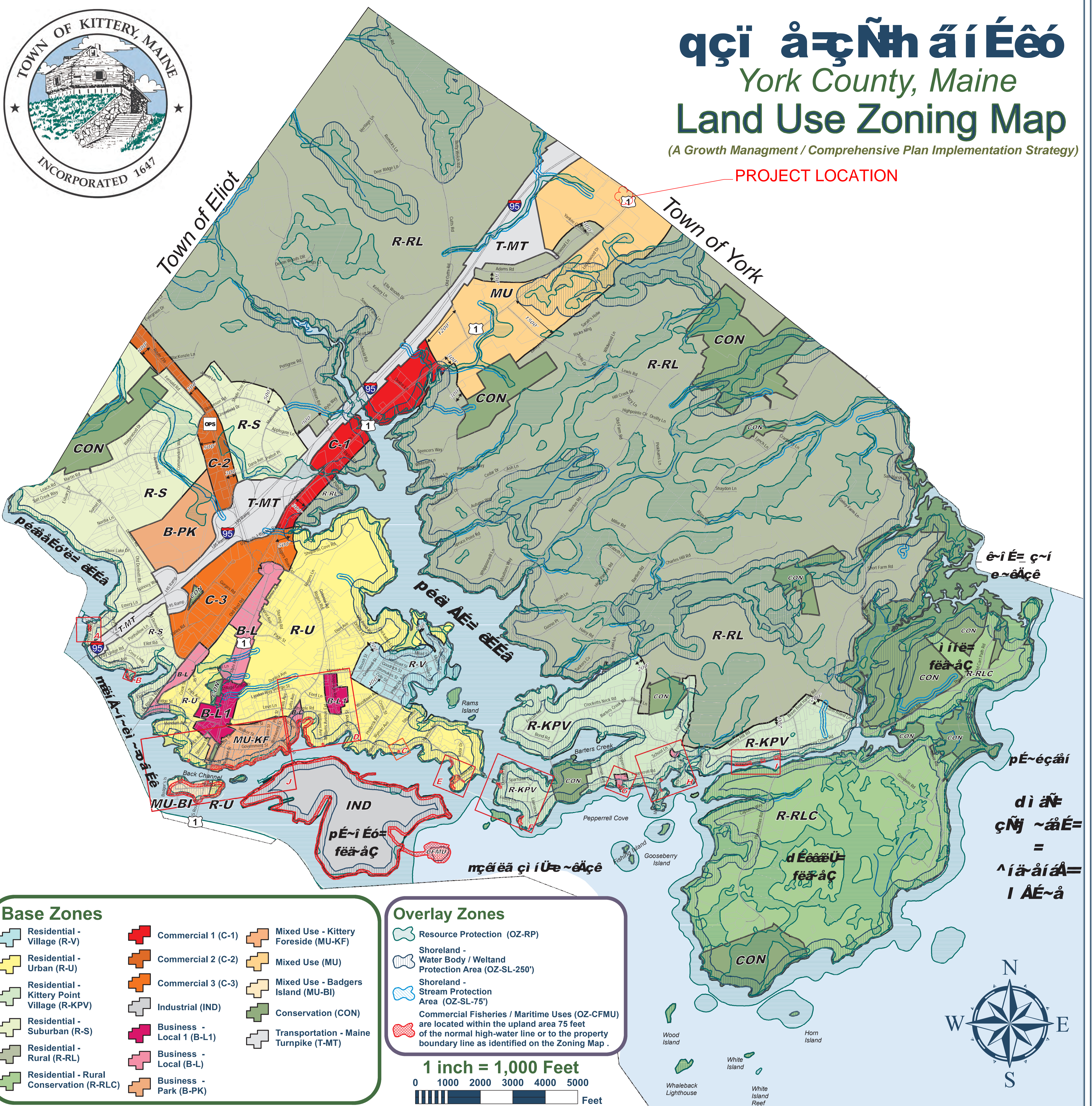
MAP NO.
66



York County, Maine Land Use Zoning Map

(A Growth Management / Comprehensive Plan Implementation Strategy)

PROJECT LOCATION



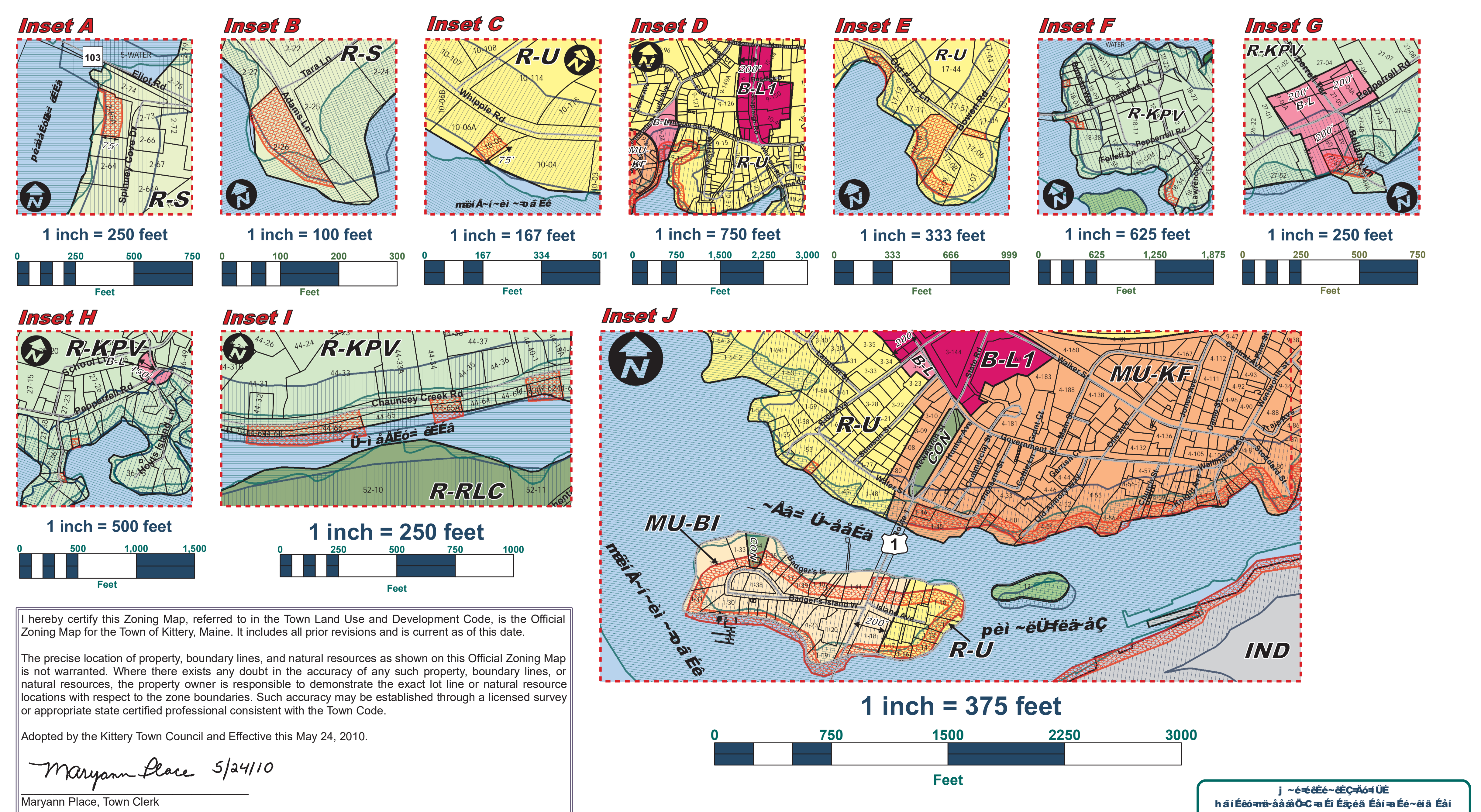
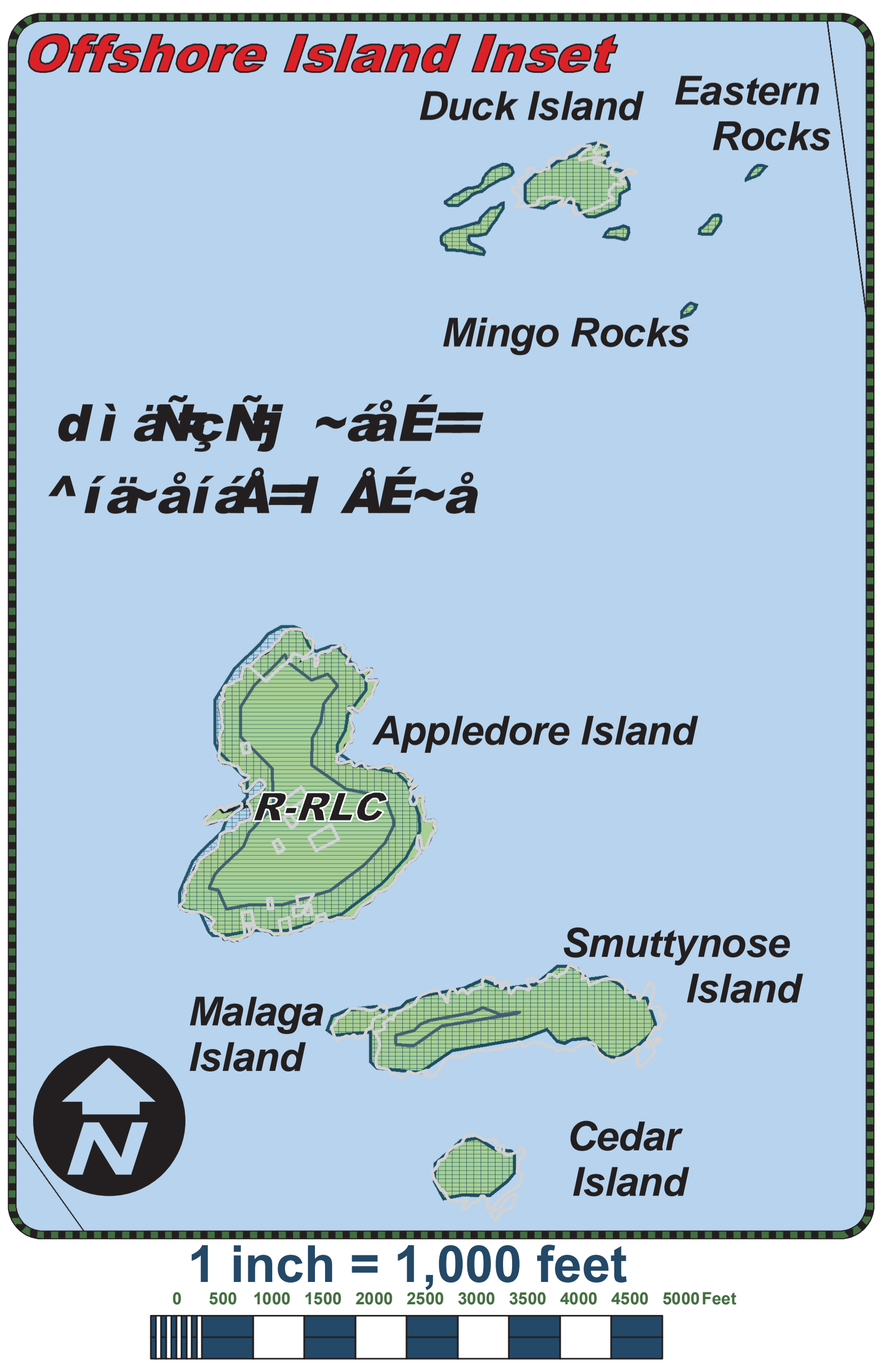
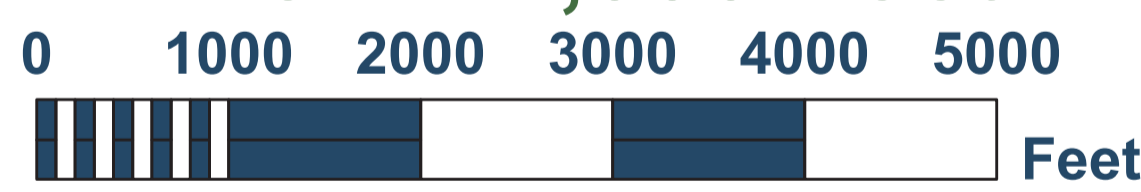
Base Zones

- Residential - Village (R-V)
- Residential - Urban (R-U)
- Residential - Kittery Point Village (R-KPV)
- Residential - Suburban (R-S)
- Residential - Rural (R-RL)
- Residential - Rural Conservation (R-RLC)
- Commercial 1 (C-1)
- Commercial 2 (C-2)
- Commercial 3 (C-3)
- Industrial (IND)
- Business - Local 1 (B-L1)
- Business - Local (B-L)
- Business - Park (B-PK)
- Mixed Use - Kittery Foreside (MU-KF)
- Mixed Use (MU)
- Mixed Use - Badgers Island (MU-BI)
- Conservation (CON)
- Transportation - Maine Turnpike (T-MT)

Overlay Zones

- Resource Protection (OZ-RP)
- Shoreland - Water Body / Wetland Protection Area (OZ-SL-250')
- Shoreland - Stream Protection Area (OZ-SL-75')
- Commercial Fisheries / Maritime Uses (OZ-CF MU) are located within the upland area 75 feet of the normal high-water line or to the property boundary line as identified on the Zoning Map.

1 inch = 1,000 Feet



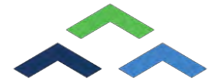
I hereby certify this Zoning Map, referred to in the Town Land Use and Development Code, is the Official Zoning Map for the Town of Kittery, Maine. It includes all prior revisions and is current as of this date.

The precise location of property, boundary lines, and natural resources as shown on this Official Zoning Map is not warranted. Where there exists any doubt in the accuracy of any such property, boundary lines, or natural resources, the property owner is responsible to demonstrate the exact lot line or natural resource locations with respect to the zone boundaries. Such accuracy may be established through a licensed survey or appropriate state certified professional consistent with the Town Code.

Adopted by the Kittery Town Council and Effective this May 24, 2010.

Maryann Place 5/24/10
Maryann Place, Town Clerk

Small text at the bottom right corner, likely a reference or contact information.



KITTERY SITE PLAN REVIEW
PLAN FINDINGS OF FACT

A. Development Conforms to Local Ordinances

The proposed development is in conformance with the Town Code, Comprehensive Plan, Zoning Ordinance, and the Development and Land Use Ordinance

B. Freshwater Wetlands Identified

A natural resource survey was performed by Michael Cuomo on April 7, 1997, and September 21, 2001. All delineated freshwater wetlands are shown on the Proposed Site Plan.

C. River, Stream or Brook Habitat Identified

A natural resource survey was performed by Michael Cuomo on April 7, 1997, and September 21, 2001. All delineated rivers, streams, or brooks are shown on the Proposed Site Plan.

D. Water Supply Sufficient

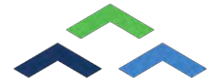
The development will utilize the public water system on Route 1. Please see *Section E. Municipal Water Supply Available*, below for more information on water supply.

E. Municipal Water Supply Available

This development will utilize the public water system on Route 1. Per the State of Maine Subsurface Wastewater Disposal Rules (2014), it is estimated that this development will have a water demand of 220 gallons per day (see calculation below.)

Design flow for a Bakery = 100 gpd per bakery plus 12 gpd per employee
= 100 + (10*12) = 220 gpd

Please See Appendix A for correspondence with the Kittery Water District which demonstrates their ability to provide a water service to this development.



F. Sewage Disposal Adequate

This development will utilize the public sewage disposal system on Route 1. Per the State of Maine Subsurface Wastewater Disposal Rules (2014), it is estimated that this development will have a sewage generation of 220 gallons per day (see calculation below.)

Design flow for a Bakery = 100 gpd per bakery plus 12 gpd per employee
= $100 + (10 \times 12) = 220$ gpd

Please See Appendix B for correspondence with the Kittery Wastewater Treatment Facility which demonstrates their ability to provide a sewage disposal service to this development.

G. Municipal Solid Waste Disposal Available

This development is estimated to produce approximately 0.3 tons of municipal waste per year (recyclingworksma.com, assume 10 employees.) Please see Appendix C for a letter from Pine Tree Waste stating their ability to provide waste removal service for this development.

H. Water Body Quality and Shoreline Protected

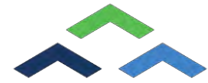
The proposed development is within 250' of a freshwater wetland. Please see Appendix D for a Stormwater Management Plan for this development demonstrating that the water quality of the nearby wetland will not be negatively impacted.

I. Groundwater Protected

This development does not propose any groundwater use or extraction. There will be no hazardous chemicals or materials stored on the property. There are no significant sand and gravel aquifers in the development area (Appendix E.)

J. Flood Areas Identified and Development Conditioned

This development is not in a mapped flood zone, please see the provided FEMA flood hazard map in Appendix F.



K. Stormwater Managed

Please see Appendix D for a Stormwater Management Plan for this development.

L. Erosion Controlled

Please see Appendix G for an Erosion and Sedimentation Control Plan for this development.

M. Traffic Managed

A Maine Department of Transportation (MDOT) Traffic Movement Permit will be obtained for this development. The approved permit will be sent to the Town upon receipt.

N. Water and Air Pollution Minimized

1. This development is not in a mapped flood zone, please see the provided FEMA flood hazard map in Appendix F.
2. The development will utilize the public sewage disposal system on Route 1, no subsurface wastewater disposal systems are proposed.
3. The development is moderately sloped towards wetland area. The only effluent from the Site will be stormwater runoff. Please see Appendix D for a Stormwater Management Plan for this development.
4. There are no streams on the development property. The only effluent from the Site will be stormwater runoff. Please see Appendix D for a Stormwater Management Plan for this development.
5. The development will follow all applicable state and local water resource rules and regulation.
6. No hazardous materials will be disposed of or stored on the development property.

O. Aesthetic, Cultural, and Natural Values Protected

Please see Appendix H for correspondence with the Maine Natural Areas Program, the Maine Department of Inland Fisheries and Wildlife, and the Maine Historic Preservation Commission which demonstrate that this project will not have negative impacts on aesthetic, cultural, natural, or historic values. Their response will be sent to the Town upon receipt.



P. Developer is Financially and Technically Capable

The estimated construction Cost of this project is approximately \$500,000. Please see Appendix I for a financial statement from the Applicant demonstrating the financial capacity to fund this project.

Please see Appendix J for resumes from the Applicant and Agent demonstrating the technical capability to complete this project.

Q. Wireless Communication Facility Development

This development is not a wireless communication facility, this section does not apply.

R. Shoreland, Resource Protection or Commercial Fisheries/Maritime Use Overlay Zone Development

This development is not within the above listed overlay zones, this section does not apply.

S. Right-of-Way Plan

Not applicable.

T. Special Exception Use

Not applicable.



SPARK FRANCHISE SOLUTIONS – AROMA JOE'S
KITTERY, MAINE

ABUTTER LIST

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	US ROUTE 1	YANKEE SETTLEMENT MHP LP		1571 BELLVUE AVENUE, SUITE 210	WEST VANCOUVER	BC	V7V1A6
66-24	4 SETTLEMENT LOOP	CLEWER, ROSALIE		4 SETTLEMENT LOOP,	KITTERY	ME	03904
66-24	42 SETTLEMENT LOOP	SEROCKI, WILLIAM	SEROCKI, EDNA	24 WILLOW BEND BLVD	PLYMOUTH	MA	02360
66-24	46 SETTLEMENT LOOP	HOWLAND, CAMILLE		476 FRANKLIN STREET	READING	MA	01867
66-24	48 SETTLEMENT LOOP	BATCHELDER, SUZETTE		PO BOX 658	CAPE NEDDICK	ME	03902
66-24	52 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	56 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	58 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	62 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	66 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	68 SETTLEMENT LOOP	NASH, ROBERT	NASH, DIANNE	84 OBERY STREET APT. 106	PLYMOUTH	ME	02360
66-24	8 SETTLEMENT LOOP	BICKMORE, ROBERT	BICKMORE, PAMELA	8 SETTLEMENT LOOP	KITTERY	ME	03904



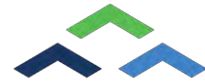
MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	70 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	72 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	76 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	61 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	59 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	57 SETTLEMENT LOOP	HAWKINS, JANET S		4 LEXINGTON DRIVE	KENNEBUNK	ME	04043
66-24	55 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	53 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	51 SETTLEMENT LOOP	EGGERS, DENISE		51 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	47 SETTLEMENT LOOP	JEAN, PATRICIA		115 CONANT ROAD	NASHUA	NH	03062
66-24	10 SETTLEMENT LOOP	AVERY, RONALD	AVERY, WANDA	10 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	21 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	17 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904



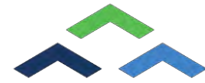
MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	13 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	9 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	7 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	3 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	79 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	80 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	14 SETTLEMENT LOOP	BRYANT CURRIER	CHRISTINE CURRIER	14 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	18 SETTLEMENT LOOP	JOHN O'BRIEN	SANDRA O'BRIEN	18 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	15 SETTLEMENT LOOP	MARGARET T. RUSSELL TRUST	PETROVIC H, TR, SANDY	281 SOUTHSIDE ROAD	YORK	ME	03909
66-24	12 SEAGLASS LANE	ZBINK, DAVID		2 COOPERS WAY	KITTERY	ME	03904
66-25	511 US ROUTE 1	YANKEE SETTLEMENT MHP LP		1571 BELLVUE AVENUE, SUITE 210	WEST VANCOUVER	BC	V7V1A6
66-26A	517 US ROUTE 1	WILSON FIVE SERVICE CO INC		PO BOX 810	KITTERY	ME	03904-0810
66-26B	525 US ROUTE 1	KEVIN INC		PO BOX 904	KITTERY	ME	03904-0904
66-27B	6 PARSONS LANE	KENNISON, DONALD		6 PARSONS LANE	KITTERY	ME	03904



MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-31	PARSONS LANE	BELESIS, PETER	BELESIS, VALERIE	1 STONE TERRACE	MARBLEHEAD	MA	01945
67-1	524 US ROUTE 1	C-COAST PROPERTIES LLC		8 BANKS ROCK	YORK HARBOR	ME	03911
67-2	518 US ROUTE 1	LANDMARK HILL, LLC		79 CONGRESS STREET	PORTSMOUTH	NH	03801
67-2	518 US ROUTE 1 #1	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #1A	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #1	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #1A	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #2A	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #2	WINTERBROOK MANAGEMENT LLC		5 WINTERBROOK COURT	YORK	ME	03909
67-2	518 US ROUTE 1 #2A	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #2	WINTERBROOK MANAGEMENT LLC		5 WINTERBROOK COURT	YORK	ME	03909
67-2	518 US ROUTE 1 #3	DGW PROPERTIES LLC		155 CHASES POND RD	YORK	ME	03909
67-2	518 US ROUTE 1 #4	AVIVA LLC		10 STONERIDGE WAY	KITTERY	ME	03904
67-2	518 US ROUTE 1 #5	CONNELLY LANDMARK HILL LLC		PO BOX 257	WELLS	ME	04090
67-2	518 US ROUTE 1 #6	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #7	CONNECTIONS FOR KIDS		100 GANNETT DR STE A	SOUTH PORTLAND	ME	04106



MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
67-2	10 LANDMARK HILL LANE	YORK STREET VENTURES LLC		PO BOX 569	YORK	ME	03909
67-2	14 LANDMARK HILL LANE	1416 LANDMARK HILL PROPERTIES, LLC		23 MILL RIDGE FARM LANE	YORK	ME	03909
67-2	16 LANDMARK HILL LANE	1416 LANDMARK HILL PROPERTIES, LLC		23 MILL RIDGE FARM LANE	YORK	ME	03909
67-2	20 LANDMARK HILL LANE	518 US ROUTE 1 LLC		518 US ROUTE 1 #4	KITTERY	ME	03904
67-2	12 LANDMARK HILL LANE	ESTANO, CHRISTOPHER		12 LANDMARK LANE	KITTERY	ME	03904
67-2	18 LANDMARK HILL LANE	THOMAS, CHARLES W. II	THOMAS, REBECCA S.	18 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	24 LANDMARK HILL LANE	CORGAN, JOHN & MICHELLE		24 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	64 LANDMARK HILL LANE	CHINBURG DEVELOPMENT LLC		3 PENSTOCK WAY	NEWMARKET	NH	03857
67-2	68 LANDMARK HILL LANE	CHINBURG DEVELOPMENT LLC		3 PENSTOCK WAY	NEWMARKET	NH	03857
67-2	28 LANDMARK HILL LANE	MEANS LIV. TRUST	MEANS, ANDREA TR	28 LANDMARK HILL UNIT #2	KITTERY	ME	03904
67-2	32 LANDMARK HILL LANE	RAYMOND, CLAUDETTE		32 LANDMARK HILL LANE #2	KITTERY	ME	03904
67-2	36 LANDMARK HILL LANE	SANBORN, ALLANA J.		36 LANDMARK HILL LANE UNIT 2	KITTERY	ME	03904
67-2	40 LANDMARK HILL LANE	CAMPBELL, STEPHEN H.	ROSS, RICHARD A.	40 LANDMARK HILL, UNIT 2	KITTERY	ME	03904
67-2	44 LANDMARK HILL LANE	STAMM, KERRI LAVERTU	STAMM, DAVID ANTHONY	44 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	52 LANDMARK HILL LANE	GRAVES, HEATHER		52 LANDMARK HILL LANE	KITTERY	ME	03904



MAP- LOT	PROPERTY ADDRESS	OWNER NAME	CO- OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
67-2	56 LANDMARK HILL LANE	WEAVER, CODY D	WEAVER, SARA JAQUELIN E	56 LANDMARK HILL LANE UNIT 8	KITTERY	ME	03904
67-2	60 LANDMARK HILL LANE	SWEET, JACQUELINE K		60 LANDMARK HILL LANE UNIT 2	KITTERY	ME	03904

**PUBLIC NOTICE:
NOTICE OF INTENT TO FILE
TOWN OF KITTEERY
SITE PLAN REVIEW APPLICATION**

Please take notice that GCS Enterprises, LLC intends to file a Preliminary Application for Site Plan Review with the Town of Kittery for a proposed Aroma Joe's drive through coffee shop. The proposed project is located at 523 US Route 1, on a portion of Tax Map 66, Lot 26. The application is being submitted on August 19, 2021 for review with the Planning Board on September 9, 2021.

You are receiving this notice as your property has been identified as an "abutter" to the project, or located within 500 feet of the proposed project.

Questions related to this project can be directed to:

Sean Thies, P.E.
Haley Ward, Inc.
One Merchants Plaza, Suite 701
Bangor, Maine 04401
(207) 989-4824
sthies@haleyward.com

LEASE BETWEEN

Charles S. Lynch

AS LANDLORD,

AND

AROMA JOE'S REAL ESTATE, LLC

AS TENANT

**LOCATION: 523 US Rt. One
Kittery, ME 03904**

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INDEX

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Exhibit A Property Legal Description
Exhibit B Estoppel Certificate

Exhibit C Warranty Deed
Exhibit D Letter of Possession



LEASE

8/16/2021

This Lease (hereinafter "Lease") made and entered into this _____, by and between Charles S. Lynch, hereinafter referred to as "Landlord," and AROMA JOE'S REAL ESTATE, LLC, a limited liability company, organized under the laws of Florida and having its usual place of business at 352 Warren Avenue, Unit 8, Portland, ME 04103, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

Definitions

The following terms when used hereinafter shall be defined as follows:

Building

"Building" means the structure or portions of a structure constructed or to be constructed by Tenant.

Premises

"Premises" means a portion of Landlord's property Leased to Tenant.

"Rent" means the total gross amount due under the lease as hereinafter described in Section Four.

**SECTION ONE
DESCRIPTION OF PREMISES**

Landlord Leases to Tenant and Tenant Leases from Landlord the Premises located at 523 US Rt. 1, Kittery, ME (physical address) defined as the land and appurtenances thereto which contains approximately 1 acres. The acreage of the Premises is based upon the measurements found in the deed for the Property. In the event that the actual acreage of the Premises is larger than specified herein, the terms and conditions shall remain the same.

The Premises shall be described in accordance with Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION TWO
TERM**

The initial term of this Lease is five (5) years.

This Lease and all of its corresponding rights and obligations other than the payment of Rent shall commence when all of the following requirements have been met ("Lease Commencement Date"): 1) Receipt by Tenant of all necessary approvals and permits and 2) acceptance of the Premises by Tenant as evidenced by Tenant's written acknowledgement of receipt and acceptance of a letter of possession from Landlord (Exhibit D). If possession of the premises is not delivered by Landlord to Tenant within Ninety (90) days of the final execution of the Lease Agreement, Tenant shall have the option of terminating the Lease Agreement by giving

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Landlord written notice. In the event of such termination, Landlord agrees to execute documents related thereto and promptly return any and all monies paid by Tenant.

The parties herein agree that, subject to the execution of this Lease, Tenant shall be entitled to the use and possession of the Premises for the purposes of site planning, engineering, and any purpose related to obtaining necessary approvals and permits to construct an Aroma Joe's coffee shop.

Tenant shall have a One Hundred Eighty (180) day Due Diligence Period beginning on the date of execution of a Lease Agreement to conduct ay due diligence, investigations, studies, and tests to examine all aspects of the property and determine if they wish to proceed. Tenant, at their sole discretion for any or no reason shall have the right to terminate the Lease agreement prior to the expiration of the Due Diligence Period

During this period, Tenant, at their sole cost, shall use good faith efforts to obtain all permits and approvals for the intended use as a coffee shop with drive-thru. If all necessary permits an state, city, and town approvals, to construct a coffee shop with a drive-thru are not obtained, Tenant shall have the option of terminating this Lease by giving Landlord written notice. In the event Tenant chooses to terminate this Lease, Landlord agrees to execute documents related thereto and to promptly return any and all monies paid by Tenant.

Tenant shall have the right to extend the Due Diligence Period for up to three additional months, provided they notify the Landlord in writing and provide proof of due diligence in obtaining permits.

Prior to the commencement of Tenant's construction, the parties agree that in the event Tenant's sublessee is unable to secure financing to construct the premises as a coffee shop, Tenant may terminate this Lease upon written notice to Landlord without any penalty or cost. Upon receipt of the notice, Landlord agrees to immediately return any security deposits and prepaid rents to Tenant.

SECTION THREE QUIET ENJOYMENT

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease. Upon request, Landlord shall provide proof of ownership satisfactory to Tenant (Exhibit C).

Should Landlord fail to uphold the aforementioned covenant, Landlord and Tenant agree that Tenant's damages will be significant and difficult to ascertain. Therefore, Landlord agrees that Tenant's liquidated damages recoverable from Landlord for such breach shall be \$50,000.00. Landlord acknowledges that this liquidated damages provision is a fair estimate of Tenant's damages and does not constitute a penalty. For the purpose of this section, any limitation of the personal liability of the Landlord shall be null and void, and the person executing this Lease on behalf of the Landlord shall be liable for the aforementioned damages both in his/her capacity and personally. This clause shall survive the termination of this Lease.

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No changes or additions by the Landlord will inhibit access to or visibility of the Premises or decrease parking ratio. Tenant is allowed, at its cost, to prune, cut back or remove any trees that interfere with visibility of the Premises.

If Tenant's operation or use is at any time impaired or affected by the closing, relocation, alteration or improvement of any street adjoining the Premises, Tenant may, at its option, either terminate this Lease, or reduce the rent payable by fifty percent (50%) during the period of such impairment. Either of these options may be implemented upon thirty (30) days written notice to Landlord.

**SECTION FOUR
RENT**

Tenant covenants and agrees to pay Base Rent in advance on the first (1st) day of each calendar month during the Term and without notice or demand, in lawful money of the United States, to Landlord, throughout the Term and any Extension Term of this Lease as follows:

Term	Base Rent Monthly
Rent Commencement – Twenty Third Month of the initial term	One Thousand Seven Hundred Dollars (\$1,700)
Twenty Fourth Month – Thirty Fifth Month of the initial term	One Thousand Seven Hundred and Thirty Four Dollars (\$1,734)
Thirty Sixth Month – Forty Seventh Month of the initial term	One Thousand Seven Hundred and Sixty Eight Dollars and Sixty Eight Cents (\$1,768.68)
Forty-Eight Month – Fifty Ninth Month	One Thousand Eight Hundred and Four Dollars and Five Cents (\$1,804.05)

The Rent shall commence on the earlier of One Hundred Eighty (180) days after the Lease Commencement Date or on the date the Tenant opens for business, ("Rent Commencement Date").

**SECTION FIVE
USE OF PREMISES**

Tenant's use shall be defined as a restaurant for on and off premises consumption or for any other lawful purpose. Landlord acknowledges that Tenant's menu consists primarily of coffee and related items and that from time to time Tenant may add test items to its menu. Landlord further agrees that Tenant may add, delete and/or change its menu without the prior consent of the Landlord provided that Tenant complies with all local codes and ordinances, and that the Landlord has no preexisting agreements prohibiting such menu additions. In no event shall Tenant's menu be construed as limited to coffee and related food items. Tenant may, but shall not be required to remain open seven (7) days per week twenty-four (24) hours per day. Landlord acknowledges that the normal operation of Tenant's business will create certain aromas.

**SECTION SIX
UTILITIES**





Tenant shall pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, sewer and telephone service. Tenant shall be responsible for any and all tap fees, hook-up fees, connection fees, impact fees (if any) necessary for Tenant's utilities. Landlord agrees to reimburse Tenant one half of water and sewer hook-up and connection fees as long as Landlord, or any entity Landlord sells, or leases landlord's adjoining premises connects to Tenant sewer or water lines.

SECTION SEVEN REPAIRS AND MAINTENANCE

Tenant shall, at its expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair, except when damaged by Landlord, its agents, or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Premises, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the term of this Lease. Tenant shall, at its expense, maintain in good condition, the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant except when such damage is caused by Landlord, its agents or employees. Landlord hereby agrees that Tenant may, at Tenant's sole discretion, remove the Building at the cessation of the Lease regardless of whether the Lease ceases by termination, default, breach, or otherwise. Tenant hereby agrees that Tenant will repair any damage caused to the Premises arising from or directly related to the removal of the Building at the cessation of the Lease.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

Further, Tenant warrants that the Premises will be constructed in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Any alterations required to bring the Building into compliance with the ADA or other local accessibility ordinances shall be the Tenant's sole expense and responsibility, and any charges incurred by the Tenant shall not be charged back to the Landlord.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying rent only to the date of said vacating.

SECTION EIGHT HAZARDOUS SUBSTANCES

Landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in, on, or under the Premises and the Building prior to the date of execution of this Lease has been in compliance with all applicable environmental laws. "Hazardous Substances" shall mean molds, pollutants,

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biological pollutants, contaminants, toxic or hazardous waste, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Premises or the Building, and that the Premises and the Building are free of Hazardous Substances as of the date of the execution of this Lease, except for Hazardous Substances contained in products used by Landlord or Tenants in de minimis quantities for ordinary cleaning and office purposes properly stored in a manner and location meeting all Environmental Laws.

Landlord hereby agrees, represents and warrants that (i) no activity will be conducted in, on, or under the Building by Landlord and/or its agents, employees or contractors that will produce any Hazardous Substance, except for such activities that are a part of the ordinary course of Landlord's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Building or Premises will not be used by Landlord and/or its agents, employees or contractors in any manner for the storage of Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Landlord's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing by any governmental agency; (iii) no portion of the Building or Premises will be used as a landfill or a dump; (iv) Landlord will not install any underground tanks of any type in, on or under the Building; (v) Landlord will not allow any surface or subsurface conditions in the Building to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Landlord will not knowingly permit any Hazardous Substances to be brought onto the Premises or the Building, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; and (vii) to the best of Landlord's knowledge and belief: (a) Landlord has duly complied with and Landlord, the Premises, and the Building are presently in compliance with all Environmental Laws, and; (b) Landlord has received no notice respecting, nor does it otherwise know of nor suspect, any fact which might constitute a violation of any Environmental Law.

Landlord agrees to indemnify, defend and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease from or in connection with the breach of the foregoing representations and warranties by Landlord or the presence or suspected presence in the past, or during or after the term of this Lease, of Hazardous Substances in, on, or under the Premises and the Building unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees, contractors. This indemnification specifically includes all costs due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the Premises or the Building.

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Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent, except for Hazardous Substances contained in products used by Tenant or such other persons in de minimis quantities for ordinary cleaning and office purposes provided such materials are properly stored in a manner and location meeting all Environmental Laws. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

SECTION NINE GLASS

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by Landlord or if such damage is caused by the negligence of the Landlord, its agents, or employees.

SECTION TEN SURRENDER OF PREMISES

Tenant shall be permitted, within three (3) months after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal, including but not limited to the Building. Any such addition or improvement not removed within three (3) months shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant. If Tenant has made improvements to the Premises which, if removed, would cause significant damage to the Premises, then Tenant may, at its option, choose to leave these improvements in place without incurring any liability for their removal by Landlord or a third party.

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Tenant's trade fixtures and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph.

On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased premises and all of Tenant's alterations and fixtures broom clean, in good order and condition, excepting reasonable wear and tear. Tenant may, but shall not be required to remove those alterations or improvements to the Leased premises which are installed by Tenant and which are trade fixtures which may be removed without material damage to the Lease premises and which are in the nature of furniture, movable refrigeration, movable cooking equipment, storage and display cases, counter shelves and racks. All other alterations and fixtures including, without limitation, those in the nature of ventilating, air conditioning, unmovable refrigeration, unmovable cooking equipment, plumbing, sprinkling systems, outlets, partitions, doors, vaults, paneling, molding or flooring shall be surrendered with the Leased premises and Tenant need not remove them.

SECTION ELEVEN DAMAGE OR DESTRUCTION OF PREMISES

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Landlord shall promptly repair and restore them to the condition which Landlord furnished to Tenant upon the commencement of the term of this Lease. The Premises shall be repaired within ninety (90) days of the date of the damage or destruction. Landlord will not be responsible for any repair or restoration under this section of damage or destruction to the Building discussed under this section.

Regardless of whether the Premises, Building, or both are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Rent shall be abated proportionately to the extent to which damage and repair operations interfere with the business conducted on the Premises by Tenant.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

Unless caused by the negligence or willful misconduct of Tenant, if the Building or part thereof shall be damaged or destroyed and such damage or destruction shall materially interfere with the enjoyment of the Premises by Tenant, the Rent shall abate in proportion to such interference during the period of such interference.

Landlord covenants and agrees, as a material inducement for Tenant entering into this Lease, to carry a standard fire and extended coverage insurance policy in an amount sufficient to cover the full replacement cost of the Building. Landlord also covenants and agrees, as a material inducement for Tenant entering into this Lease, that any insurance proceeds shall be applied exclusively to the cost of repairing or rebuilding the Premises, unless the Lease is terminated pursuant to this section.

SECTION TWELVE NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's

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business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims. Landlord shall indemnify Tenant for any loss occurring in the common areas.

SECTION THIRTEEN FIRE INSURANCE

Tenant is responsible for its own insurance to cover its own contents located in the Building, and all of the personal property and equipment included in the Building. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Landlord shall be responsible for obtaining fire and extended coverage for the Premises with a reputable, appropriately rated and financially responsible insurer. The insurer must have an 'Excellent' financial rating as determined by Moody's or an A.M. Best rating of A-/IX. In addition, such insurance company must be authorized to do extended coverage insurance in the state in which the Premises and Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Building in an amount which is adequate to cover the cost of equipment and trade fixtures.

SECTION FOURTEEN LIABILITY INSURANCE

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) aggregate. Landlord shall be an additional insured in such policy; Landlord shall procure from sublessee a Certificate of Insurance with reference to the same.

Sublessee is the entity that has executed a sublease with the Tenant. Sublessee has agreed in said sublease to perform all of the obligations of the Lease including but not limited to supplying the Landlord with a Certificate of Insurance.

SECTION FIFTEEN ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant shall not assign this Lease or sublet the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

Notwithstanding the above paragraph, Tenant may assign this Lease or sublet the Premises to any bona-fide licensee/franchisee of Aroma Joe's Franchising, LLC, doing business as an Aroma Joe's coffee restaurant without the prior consent of or written notice to the Landlord.

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Such assignment and subletting shall not alter the Tenant's responsibility to the Landlord under this Lease. Landlord agrees to accept rent from Tenant, its assignee, or sublessee.

Landlord and Tenant agree that the purpose of this Lease is to sublet the Premises to an authorized Aroma Joe's licensee/franchisee of Aroma Joe's Franchising, LLC. Should Tenant not succeed in obtaining an executed sublease within sixty (60) days of the execution of this Lease, Tenant may, at Tenant's option, void this Lease upon written notice.

SECTION SIXTEEN IMPROVEMENTS OR ADDITIONS BY TENANT

During the term of this Lease, Tenant shall have the right and privilege of remodeling or altering the interior and exterior of the Premises and Building, without the prior consent of Landlord, in accordance with the standard Aroma Joe's decor, including installation of additional partitions complying with all codes, ordinances, and laws in effect at the time of remodeling. If Tenant or its authorized assignee/sublessee is unable to obtain permits from all applicable governmental authorities to construct its improvements at the Premises One Hundred Twenty (120) days after this Lease is fully executed by Landlord and Tenant then Tenant may rescind this Lease. No alterations or improvements affecting the structural portion of the Premises shall be made by Tenant without the written consent of Landlord.

SECTION SEVENTEEN RESTRICTIONS AGAINST MECHANIC'S LIENS

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanic's and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises and Building, provided said work was performed by Tenant and provided the person performing the work has filed the lien properly in accordance with the laws of the State where the Premises are located.

SECTION EIGHTEEN SIGNS

Landlord hereby gives its consent to Tenant to construct the interior and exterior of Premises and Building in accordance with standard Aroma Joe's decor and to erect standard Aroma Joe's signs/awnings on the Premises utilizing the Franchisor's standard logo and colors. Tenant's signs shall measure at least 36" high and extend the length of the fascia. The phrase "standard Aroma Joe's signs" shall be deemed to include existing pole signs, monument signs and awnings. Additionally, Tenant may use standard Aroma Joe's window advertising including but not limited to LED "open" signs and static cling(s).

Landlord further acknowledges and agrees that this consent is absolute and Tenant shall not be required to submit any of the aforementioned items for Landlord's review. However, Tenant agrees that any signage installed by Tenant shall conform to local codes and ordinances.

In the event Tenant shall be prohibited from utilizing the Franchisor's standard décor and signage, Landlord and Tenant shall use best efforts to obtain a variance or applicable approvals. Tenant may, at Tenant's option, terminate this Lease at any time upon thirty (30) days written notice to the Landlord should Tenant, its assignee or sublessee fail to receive any approval,

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permit, licenses, rezoning or variance that is required to meet or exceed its requirements as stated herein.

SECTION NINETEEN PARKING

In the event the Landlord acquires another Tenant, Landlord will assure the shared parking areas are free of potholes, adequately striped and in good condition.

SECTION TWENTY CONDEMNATION

If the whole or any part of the Premises shall be taken by any lawful authority under the power of eminent domain, then this Lease and the term demised, shall thereupon terminate and Tenant shall be liable for rent only up to the date of such termination.

In the event of the condemnation of the Premises, Tenant is entitled to participate in any and all awards for such taking to the extent that any such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease for loss of business, the Building, fixtures, goodwill, moving expenses and attorneys' fees and costs, to the fullest extent permitted by law. In no event shall Tenant's claim reduce and/or diminish Landlord's award.

SECTION TWENTY-ONE HOLDING OVER

The failure of Tenant to surrender the Premises upon the termination of the original Lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at the same monthly rental as the last month of the then current term, payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

SECTION TWENTY-TWO NOTICES

Landlord and Tenant acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since Tenant may sublet the Premises to a licensee/franchisee of Aroma Joe's Franchising, LLC and the licensee/franchisee may pay rent directly to Landlord, Tenant does not receive rental income and will not know if rent has not been paid. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice to Tenant within ten (10) days of any failure to perform any of the terms or conditions of this Lease by Tenant, its sublessee, or assignee. Failure of Landlord to give such notice will constitute a waiver of monetary and non-monetary claims against Tenant. Any notice which is to be given to Tenant shall be deemed sufficiently given if sent by Certified or Registered Mail, postage prepaid, addressed as follows:

- Tenant:
- (1) AROMA JOE'S REAL ESTATE, LLC
352 Warren Avenue, Unit 8
Portland, ME 04103
Email: Legal@aromajoes.com, and
 - (2) A necessary copy to:

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Aroma Joe's Development of Maine
352 Warren Ave., Suite 7
Portland, ME 04103
Email: DA_me_nh@aromajoes.com, and

- (3) A necessary copy to:
The Premises

Landlord's address for notice is:

13 Pocahontas Rd

Kittery Point, ME 03905
Phone: _____ 207-337-2184

Landlord's Tax I.D. Number (If Corporation) or Social Security Number (If Individual) is:
001-48-9133 _____.

The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date received. Landlord agrees to accept rent at the above-referenced address.

Any change in the Landlord entity (including, but not limited to; property ownership, address for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

**SECTION TWENTY-THREE
DEFAULT**

In the event Tenant's failure to perform any of the terms or conditions of this Lease continues for thirty (30) days after Tenant's receipt of written notice thereof, Landlord shall declare the rights of Tenant under this Lease terminated, and thereafter, recover possession of said Premises through legal process. Landlord acknowledges an affirmative duty to mitigate Tenant's damages and shall in no event seek to accelerate rent.

Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's aggregate liability in the event of default shall not exceed the lesser of two (2) month's rent, Three Thousand Four Hundred Dollars (\$3,400.00), or the rent that would become due for the remainder of the term of Lease. Furthermore, Landlord acknowledges an affirmative duty to mitigate damages and shall in no event accelerate rent. Landlord and Tenant agree that this limitation of liability shall apply to, but not be limited to, all back and future rent, triple net charges (if applicable), late fees, attorney fees and court costs." Upon the termination of this Lease, whether in accordance with this section or otherwise, Tenant shall be permitted access to the Premises to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, the building, signage, and murals.

**SECTION TWENTY-FOUR
TERMINATION**

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Tenant may, at Tenant's option, terminate this Lease at any time. In the event Tenant chooses to exercise this option, Tenant shall be required to pay to Landlord a sum of money equal to the lesser of Two (2) month's rent, Three Thousand Four Hundred Dollars (\$3,400.00), or the rent that would become due for the remainder of the term of the lease. If Tenant elects to exercise this option, it shall give Landlord at least thirty (30) days written notice thereof, which notice shall designate the date of termination and the term hereof shall expire on such date. Tenant shall make the payment required by this section within thirty (30) days after such termination.

In addition, should the rent exceed five percent (5%) of the gross weekly sales for any three (3) of the prior eight (8) weeks, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, without incurring any liability for such termination.

SECTION TWENTY-FIVE TENANT'S REMEDIES ON DEFAULT

In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

SECTION TWENTY-SIX LICENSES/ALTERATIONS

This Lease and Tenant's obligation to pay rent including any first month's rent or security deposit if any, are contingent upon Tenant's ability to procure upon first application, the necessary approvals, permits, and licenses, from appropriate governmental authorities to use the Premises as an Aroma Joe's coffee restaurant.

Any deposit or first month's rent that has been paid on behalf of Tenant prior to receipt of said permits and approvals shall be returned to Tenant within thirty (30) days of notice by Tenant to Landlord that the Building fails to meet Tenant's requirement of suitability for its intended use as a restaurant. Further, upon receiving permits, approvals and licenses Tenant shall have the right and privilege of constructing, remodeling, or altering the Premises and Building, in accordance with the standard Aroma Joe's decor, including installation of additional partitions provided Tenant complies with all applicable codes, ordinances and laws in effect at the time of remodeling.

SECTION TWENTY-SEVEN TAXES AND ASSESSMENTS

Landlord agrees to pay all general real estate taxes and special assessments assessed to the Premises and the Building, during the term of this Lease, or any Lease extension. Such taxes shall be paid before they are delinquent and become charged against the Premises therein. Landlord shall provide to Tenant annually with evidence that all taxes and special assessments have been paid, and Tenant shall repay the taxes and special assessments to Landlord on or before Forty-Five (45) days after presentment.

SECTION TWENTY-EIGHT LANDLORD TO HAVE ACCESS

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Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective Tenants (starting thirty (30) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises.

Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension of renewal thereof.

**SECTION TWENTY-NINE
RENEWAL TERMS**

Tenant has the option of extending this Lease for Ten (10) consecutive period(s) of five (5) years. This Lease shall automatically renew without notice being sent by Tenant to Landlord. Tenant shall provide Landlord with written notice of its intention not to renew this Lease at least ninety (90) days prior to the expiration of the then current term. The occurrence of any automatic renewal hereunder shall be binding and irrevocable

In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew. Tenant's notice to Landlord of Tenant's intent to exercise any renewal option under the Lease shall be revocable for a period of five (5) business days after receipt by Landlord of the notice of renewal ("Rescission Period"). Upon expiration of the Rescission Period, Tenant's exercise of the renewal option shall be binding and irrevocable

No more than One Hundred (100) days prior to the expiration of the then current term, Landlord may provide Tenant with a written request for notice from Tenant of Tenant's intention to renew this Lease. Upon such request, Tenant shall provide notice to Landlord within Ten (10) days after receipt of written notice from Landlord citing Landlord's request for written notice of Tenant's intention to renew this Lease.

Any change in the Landlord entity (including, but not limited to, property ownership, address (including both physical address and e-mail address) for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

The terms and conditions for each renewal period shall be the same as those contained herein, except for the Rent which shall be increased at a rate of two percent (2%) per year.

**SECTION THIRTY
LIMITATION OF LIABILITY OF PERSONS
AND ENTITIES AFFILIATED WITH TENANT**

LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE LIMITED LIABILITY COMPANY AND THAT TENANT'S ASSETS CONSIST ALMOST EXCLUSIVELY OF LEASES, SUBLEASES, AND OPTIONS TO PURCHASE LEASED PREMISES. LANDLORD ALSO RECOGNIZES

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AND ACKNOWLEDGES THAT TENANT WAS ORGANIZED PRINCIPALLY FOR THE PURPOSE OF NEGOTIATING AND DRAFTING LEASES WITH A VIEW TOWARDS SUBLETTING THE LEASED PREMISES TO FRANCHISEES/LICENSEES OF AROMA JOE'S FRANCHISING, LLC. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AROMA JOE'S FRANCHISING, LLC IS A DELAWARE CORPORATION THAT OWNS ALL RIGHTS TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANT AND THAT LANDLORD HAS ALSO BEEN ADVISED THAT TENANT HAS NO RIGHTS WHATSOEVER TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANTS OR COLLECT ANY FRANCHISE-RELATED ROYALTIES FROM ANY PROSPECTIVE SUBLESSEE OF THE PREMISES. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN OPPORTUNITY, WHETHER BY ITSELF OR WITH THE ASSISTANCE OF ITS PROFESSIONAL ADVISORS, TO MAKE INQUIRY OF TENANT'S FINANCIAL STATUS AND TO EVALUATE SAID STATUS TO ITS SATISFACTION. LANDLORD HAS EITHER MADE SUCH INQUIRY AND IS SATISFIED WITH THE RESPONSE TO SUCH INQUIRY OR HAS AFFIRMATIVELY AND VOLUNTARILY DETERMINED NOT TO DO SO. LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES THAT NO PERSON OR ENTITY OTHER THAN TENANT HAS MADE ANY REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF TENANT TO PERFORM TENANT'S OBLIGATIONS HEREUNDER. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT INTENDS TO SUBLEASE THE PREMISES TO A PERSON(S) WHO HAS OR WILL BE AWARDED A FRANCHISE/LICENSE FOR AN AROMA JOE'S COFFEE RESTAURANT FROM AROMA JOE'S FRANCHISING, LLC, UNDER WHICH SUBLEASE THE SUBLESSEE WILL PAY RENT DIRECTLY TO LANDLORD SO THAT THE RENTAL PAYMENT FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY TENANT. ALTHOUGH THE SUBLESSEE MAY OPEN A BUSINESS OPERATION DOING BUSINESS AS A AROMA JOE'S COFFEE RESTAURANT AND MAY HAVE FRANCHISE AND OTHER BUSINESS RELATIONSHIPS WITH CORPORATIONS RELATED TO OR ASSOCIATED BY THE GENERAL PUBLIC WITH "AROMA JOE'," AS IT IS COMMONLY KNOWN, LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH THE LANDLORD AND TENANT OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT OR SUBLESSEE. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) AROMA JOE'S FRANCHISING, LLC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, AND/OR (B) ANY PERSONS AND ENTITIES WHO ARE THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS OF THE TENANT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.

**SECTION THIRTY-ONE
ENTIRE AGREEMENT**

Landlord represents that there are no oral agreements affecting this Lease, exhibits and riders, if any, attached hereto and forming a part hereof, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, executed Lease(s), Lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), employee(s), Aroma Joe's franchisee(s), and/or Aroma Joe's development agent(s) of Aroma Joe's Franchising, LLC. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

**SECTION THIRTY-TWO
BROKERS**

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The parties acknowledge that Tenant did not employ the services of a Real Estate Broker. Therefore, Tenant has no responsibility whatsoever to pay any fees or commissions to Landlord or to any third party in connection with this Lease. Further, Landlord agrees to indemnify Tenant for any claims for brokerage fees or commissions in connection with this Lease.

**SECTION THIRTY-THREE
COMPETITION**

Landlord agrees and understands that the following exclusive language is a material inducement for Tenant to enter into this Lease.

Landlord agrees not to sell, Lease, let, use or permit to be used, any property owned or controlled at the intersections of US Route one and Parson's Lane, co-called, also known as 523 US Route one, Kittery, ME, now or at any time during the initial term of this Lease or any renewal thereof to any entity including, but not limited to, food trucks, kiosks and mobile food carts which sells or serves coffee and related items, including but not limited to convenience stores. Further, current tenants shall be prohibited from adding items to their menus which conflict with this exclusive right.

Landlord warrants that Tenant shall not be in violation of any other exclusive rights when this Lease commences. Further, Landlord shall indemnify, defend and hold Tenant harmless from any third party claim or suit regarding any other exclusive right granted by Landlord. Landlord agrees to provide Tenant with all current and future exclusivity agreements with other Tenants.

**SECTION THIRTY-FOUR
RECORDING**

Upon ten (10) days written request from the Tenant, Landlord agrees to acknowledge and deliver to the Tenant a Memorandum of Lease, in recordable form provided by the Tenant.

In the event Landlord fails or refuses to execute the Memorandum of Lease within the specified time period, Tenant, at Tenant's option, may consider this a default by the Landlord and terminate this Lease. Landlord hereby appoints the Tenant its attorney-in-fact for purposes of completing the Memorandum of Lease on behalf of the Landlord and to record the Memorandum with the local recording authority. The Landlord agrees that the Tenant and any third party requiring access to the Memorandum, may rely upon the information contained therein as being accurate.

**SECTION THIRTY-FIVE
WAIVER**

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord nor Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

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**SECTION THIRTY-SIX
LAW**

This Lease and the performance hereunder shall be governed by the laws of the state in which the Premises are located without reference to its conflict of laws provisions.

**SECTION THIRTY-SEVEN
HEADINGS**

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

**SECTION THIRTY-EIGHT
LITIGATION**

In the event of litigation between Landlord and Tenant relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs. Additionally, Landlord and Tenant agree that, to the extent permitted under Federal, State or local rules of civil procedure, Landlord and Tenant shall have the option to participate in any arbitration, deposition or mediation via telephone or video conferencing. Neither Landlord nor Tenant will compel the other to produce a representative to appear in person at the aforementioned proceedings in the jurisdiction where the litigation is taking place.

Further, Landlord hereby waives any claim(s) against Tenant and any related parties for consequential, exemplary, and/or punitive damages. **In addition, both parties hereby waive their rights to a trial by jury.**

**SECTION THIRTY-NINE
SEVERABILITY**

Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

**SECTION FORTY
FORCE MAJEURE**

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

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**SECTION FORTY-ONE
LEASE EXECUTION**

In the event Landlord does not execute this Lease within thirty (30) days of execution by Tenant, the Tenant may declare this Lease null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.

**SECTION FORTY-TWO
CANCELLATION**

Landlord agrees that this Lease may be canceled by Tenant within thirty (30) days of full execution by so notifying Landlord in writing.

**SECTION FORTY-THREE
RIGHT OF FIRST REFUSAL TO PURCHASE**

If the Landlord receives an offer to purchase the Premises during the term of this Lease, and the offer to purchase shall be satisfactory to Landlord, Tenant shall have the opportunity to purchase the property at the same price and on the same terms of said offer. Landlord shall give Tenant written notice via certified or registered mail requiring Tenant to accept the offer in writing and to sign a contract to purchase the Premises within forty-five (45) days after receipt of the notice by Tenant. Tenant's failure to accept the offer to purchase or sign a contract within forty-five (45) days shall nullify and void the Tenant's option and Landlord shall be at liberty to sell the Premises to any other person or entity on the terms contained in the notice to Tenant of the offer to purchase. Any subsequent sale, except to Tenant, shall be subject to this Lease and any renewals or extensions hereof. Any future offers to purchase the Premises received by and satisfactory to Landlord are subject to the same Right of First Refusal to Purchase in this Section of Lease.

Should Landlord fail to provide Tenant with written notice of a received offer to purchase and should Landlord not afford Tenant the opportunity to purchase the property at the same price and on the same terms, Landlord will be liable to Tenant for liquidated damages equivalent to fifteen percent (15%) of the purchase price amount received by Landlord for the sale of the property to a third party purchaser.

**SECTION FORTY-FOUR
CONSTRUCTION**

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

**SECTION FORTY-FIVE
ATTORNMENT**

In the event Landlord sells, conveys or otherwise transfers its interest in the Premises or any portion thereof, whether said transfer is voluntary or otherwise, or through bankruptcy or foreclosure this Lease shall remain in full force and effect. Tenant hereby attorns to and

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covenants and agrees, within fifteen (15) days of Tenant's receipt of a written request, to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease. The new owner agrees, within fifteen (15) days written request, to confirm in writing, the continued validity of this Lease.

SECTION FORTY-SIX ESTOPPEL CERTIFICATES

Landlord, within twenty (20) days of Tenant's request, shall deliver to Tenant an executed, written, Estoppel Certificate (attached) identifying Tenant and this Lease and certifying and confirming, in addition to any information or confirmation Tenant may reasonably require, the following:

- A. That this Lease is either unmodified since its execution and in full force and effect, or modified since its execution but still in full force and effect as modified;
- B. That Tenant is not in default of any of its obligations under this Lease;
- C. The Lease Term, Rent Commencement Date, Expiration Date, Current Rent, Renewal Periods remaining as to the Leased Premises for which the Estoppel Certificate applies.

In the event Landlord shall fail to return such statement within twenty (20) days of Tenant's request, Tenant shall presume that there are no defaults, monetary or non-monetary, under the Lease and Landlord shall be estopped from rebutting such presumption. Tenant may rely on such Certificate as true and correct. The information contained within the Estoppel Certificate shall be binding upon the Landlord, its assignees and successors in interest.

SECTION FORTY-SEVEN WHEN LEASE BECOMES BINDING

The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

SECTION FORTY-EIGHT TIMELINESS OF CHARGES

Landlord agrees to notify Tenant in writing in accordance with this Lease of any back charges due under this agreement or of any changes in the rent or percentage rent (if applicable) as and when they become due. All parties agree and acknowledge that time is of the essence with respect to these matters. In the event that Landlord does not appropriately notify Tenant within ninety (90) days of the date upon which said charges had become due, Landlord agrees that it has waived its rights to said back charges and further, that Tenant shall not be obligated to pay, nor shall it have any liability for these back charges. It is agreed that it is the intent of the parties that all charges be assessed in a timely manner as they accrue and in no event shall they be assessed to Tenant after this ninety (90) day period.

SECTION FORTY-NINE COUNTERPARTS AND ELECTRONIC EXECUTION

This Lease may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of

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this Lease by electronic means shall be valid and given equal force and effect as ink signatures. Further, the parties acknowledge that this Lease consists of 49 Sections, and Exhibits A-D.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written.

WITNESS:

LANDLORD:

DocuSigned by:

Charles Lynch

Signature: _____
B95A0B261C03440

Name (please print): Charles Lynch

Title (please print): owner

TENANT: AROMA JOE'S REAL ESTATE, LLC

DocuSigned by:

Loren Goodridge

Signature: _____
BF2CDABE57FE4FF

Name (please print): Loren Goodridge

Title (please print): CEO

LANDLORD'S ACKNOWLEDGMENT
(if corporation)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said corporation.

Notary Public
(Notarial Seal)
My Commission expires _____

LANDLORD'S ACKNOWLEDGMENT
(if Individual)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

Notary Public
(Notarial Seal)
My Commission expires _____

TENANT'S ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF NEW HAVEN)

On this _____ day of _____, _____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of AROMA JOE'S REAL ESTATE, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public
(Notarial Seal)
My Commission expires _____



EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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Leasehold Description
to be conveyed by
Charles Lynch
U.S. Route #1, Kittery, York County, Maine
June 17, 2021

A certain lot or parcel of land situated on the northwesterly side of U.S. Route One in the Town of Kittery, County of York, State of Maine, the bounds of which being more particularly described as follows:

BEGINNING at the point on intersection of the generally southerly sideline of Parsons Lane with the westerly sideline of U.S. Route One;

THENCE, South 31° 29' 34" West, along the westerly sideline of U.S. Route One, a distance of 184.31 feet;

THENCE, South 30° 15' 54" West, along the westerly sideline of U.S. Route One, a distance of 25.73 feet;

THENCE, North 58° 05' 13" West, through land of the grantor, a distance of 300.00 feet;

THENCE, North 31° 54' 47" East, through land of the grantor, a distance of 243.06 feet to the southerly sideline of Parsons Lane;

THENCE, South 58° 25' 32" East, along the southerly sideline of Parsons Lane, a distance of 49.46 feet;

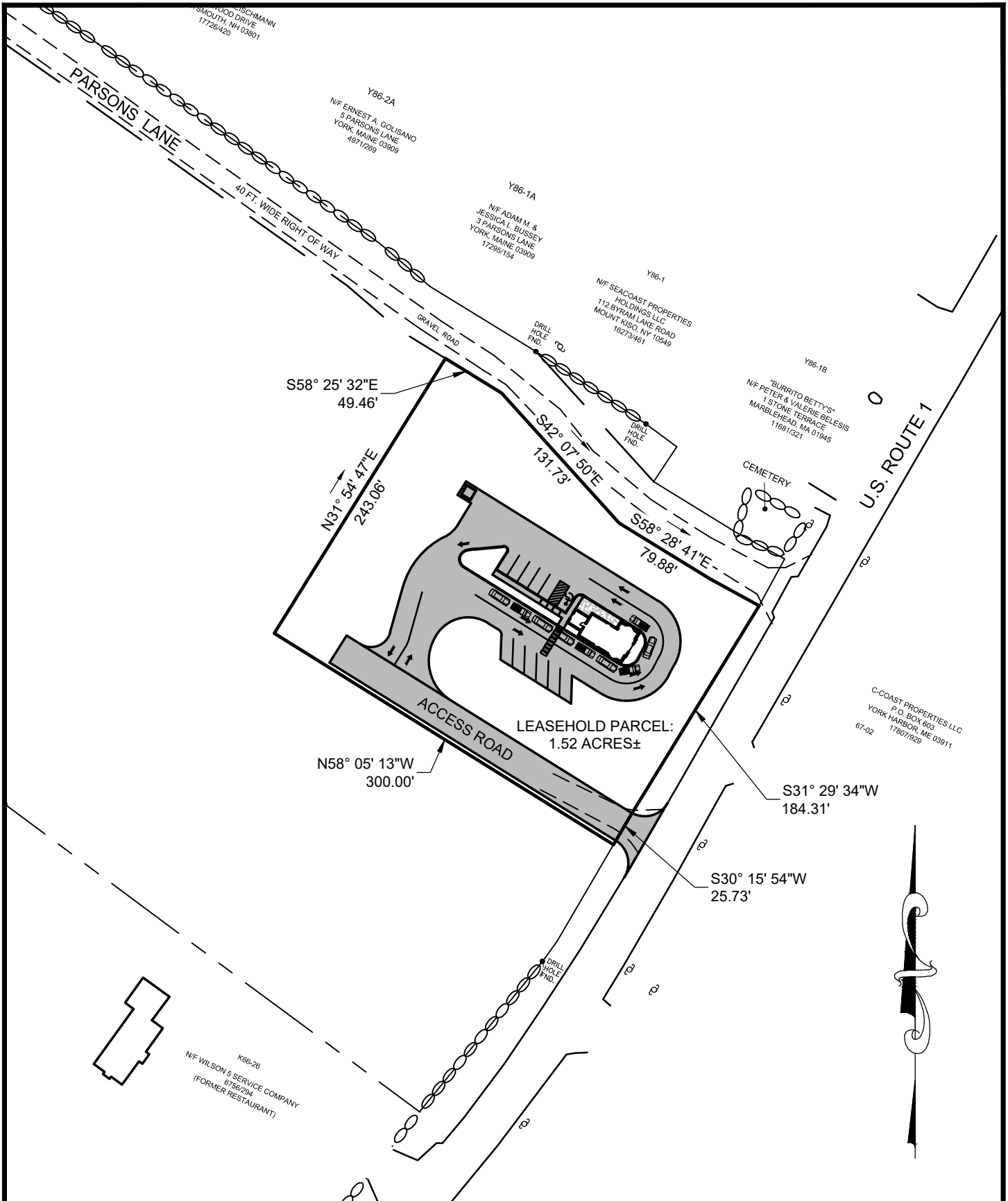
THENCE, South 42° 07' 50" East, along the southerly sideline of Parsons Lane, a distance of 131.73 feet;

THENCE, South 58° 28' 41" East, along the southerly sideline of Parsons Lane, a distance of 79.88 feet to the POINT OF BEGINNING.

The parcel area hereinabove described contains 1.52 acres, more or less.

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Spark Franchise Solutions Kittery, York County, Maine	13522.001	
	1" = 100'	
DS u EXHIBIT	2021.06.17	DS JG

EXHIBIT B SAMPLE ESTOPPEL CERTIFICATE

The undersigned represents that he is the Landlord, or the legal representative of the Landlord, of the premises located at _____
_____. The undersigned further represents that the following is a true and accurate statement of rent due, related charges, security deposit and last month's rent held by the Landlord for the above-mentioned premises.

The fixed or minimum monthly rental presently payable under the terms of the Lease is \$ _____ per month and has been paid through _____, _____.

All rent, escalation rent, charges for taxes, maintenance and common areas, cost of living increases payable under the terms of the Lease has been paid through _____, _____ and the Lessee is not presently in default of any of the terms or conditions of the Lease.

All other additional rent, if any, payable under the terms of the Lease has been paid through _____, 20__.

As of this date, _____, Lease arrears are as follows:

Type	Amount Due	As Of
Rent	_____	_____
Taxes thru	_____	_____
Common Area	_____	_____
Assessments	_____	_____
Insurance	_____	_____
Advertising	_____	_____
Other	_____	_____
TOTAL	_____	_____

The amount of the security deposit under the Lease is \$ _____.

Other than as stated above, there are no monies owed under the Lease for the premises between _____ and _____ dated _____ nor are there any defaults of the Lease by the Tenant as of such date.

The expiration date of the term of said Lease is _____. The Master Lease provides for _____ renewal terms. In the event the Master Lease provides for renewal options, notification of renewal or non-renewal must be sent to the Landlord no later than: (Dates of Notification) _____

The Master Lease has been modified, supplemented, or amended _____ time(s). (Copies of the documents must be attached hereto)

The following applies to the aforementioned Master Lease (check one):

_____ The undersigned is the owner, or agent of the owner of the premises, and no other Master Lease exists, or;

_____ Another Master Lease/Ground Lease for the premises exists between the undersigned and _____ dated _____, a copy of which is attached.

The undersigned Landlord/representative of the Landlord hereby acknowledges that the Master Lease and any Amendments to it remain unchanged and in full force and effect. The Landlord understands that pursuant to the terms of the Master Lease that all changes must be agreed to by the parties to that document in writing.

LANDLORD: _____ (Please Print)

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD'S SIGNATURE: _____ DATE: _____



NOTARIZATION FOR AN INDIVIDUAL

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My Commission Expires:

NOTARIZATION FOR A CORPORATION

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of, the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the agreement is the corporate seal, that it was affixed by order of the Board of Directors of the corporation; and the deponent signed deponent's name by like order.

Notary Public

My Commission Expires:

NOTARIZATION FOR A PARTNERSHIP

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person who executed the within instrument as a Partner of _____, partnership, and acknowledged to me that the partnership executed the same.

Notary Public

My Commission Expires:



**EXHIBIT C
WARRANTY DEED**

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WARRANTY DEED
Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That I, **Charles S. Lynch of Kittery**, in the County of York, and State of Maine, single person,

for consideration paid,

grant to **AROMA JOE'S REAL ESTATE, LLC**, a limited liability company, organized under the laws of Florida and having a usual place of business at 352 Warren Avenue, Unit 8, in the City of Portland, County of Cumberland, and State of Maine,

with **WARRANTY COVENANTS**, its Successors and Assigns,

A certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine on the Northwesterly side of U.S. Route One, bounded and described as follows: Beginning at the point of intersection of the generally Southerly sideline of Parsons Lane, so-called, with the Westerly sideline of U.S. Route One, and thence running South 31° 29' 34" West along the Westerly sideline of U.S. Route One one hundred eighty-four and thirty-one hundredths (184.31) feet; thence running South 30° 15' 54" West along said sideline twenty five and seventy-three hundredths (25.73) feet; thence running North 58° 05' 13" West by remaining land of the Grantor three hundred (300) feet; thence running North 31° 54' 47" East by remaining land of the Grantor two hundred forty-three and six hundredths (243.06) feet to the Southerly sideline of Parsons Lane; thence running South 58° 25' 32" East along the Southerly sideline of Parsons Lane forty-nine and forty-six hundredths (49.46) feet; thence running South 42° 07' 50" East along the Southerly sideline of said Lane one hundred thirty-one and seventy-three hundredths (131.73) feet; and thence running South 58° 28' 41" East along the Southerly sideline of said Lane seventy-nine and eighty-eight hundredths (79.88) feet to the Westerly sideline of U.S. Route One and the point of beginning. Containing one and fifty-two hundredths (1.52) acres, more or less.

Together with and subject to the terms and conditions contained in Section 54 Entry Way Control as contained in a certain Lease entered into between the Grantor and Grantee, to which reference may be had.

Being a portion of the land conveyed to the Grantor by Robert W. Ferguson, Trustee, by deed dated August 10, 2018 and recorded in York Registry of Deeds, Book 17776, Page 679.

Witness hand and seal this xxxh day of xxxxxxxx, 2021.

Witness

Charles S. Lynch



STATE OF MAINE
York, ss.

XXXX,XXXX.2021

Then personally appeared the above named Charles S. Lynch, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
Printed Name: _____
My commission expires _____

PREPARED BY: FERGUSON & JOHNSON, P.A.
506 MAIN ST. (P.O. Box 97)
SPRINGVALE, ME 04083

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**EXHIBIT D
LETTER OF POSSESSION**

Re: Delivery of Possession, Aroma Joe's restaurant located at _____.

Dear Tenant:

In accordance with the Lease Agreement between the parties dated _____, 20____, Landlord warrants by signature below that all of it's construction obligations under the Lease are complete and the premises is hereby delivered to Tenant on _____ 200____. Execution of this Letter of Possession by Tenant shall signify the delivery of possession and acceptance of same by Tenant and satisfy the obligations of section ____ of the Lease.

Sincerely,

Landlord

date

I, the undersigned, hereby accept the delivery of the Premises from Landlord to Tenant.

AROMA JOE'S REAL ESTATE, LLC

date

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Lease Addendum

This is an Addendum to the Lease Agreement by and between 8/16/2021 ("Landlord") and AROMA JOE'S REAL ESTATE, LLC ("Tenant") dated 8/16/2021 (hereinafter "Lease"). This Addendum is attached to and forms a part of the Lease between Landlord and Tenant. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall prevail.

1. Section 5.g of the lease shall be deleted in its entirety and replaced with the following language:

g. Common Area Expenses

- i. Landlord shall, at Landlord's sole cost, be responsible for maintenance of all Common Areas located on Landlord's Property. In no event shall Tenant be responsible for payments to Landlord of any Common Area Maintenance ("CAM").
- ii. Tenant shall maintain, at Tenant's sole cost, the interior and exterior of the building and any portion of the Landlord's property used solely by Tenant, Tenant's employees, or Tenant's customers.

2. Section 8 of the Lease shall be deleted in its entirety and replaced with the following language:

8. Repairs and Maintenance

Tenant shall, at Tenant's expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Building and the Property in good condition and repair, except if damaged by Landlord its agents or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Property, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the Initial Term and any Renewal Periods of this Lease. Tenant shall, at Tenant's expense, maintain in good condition, the doors and interior of the Leased Premises, including electrical wiring and fixtures, glass and windows, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by Landlord, its agents or employees. Tenant hereby agrees that Tenant shall, at Tenant's expense be responsible for the replacement of heating, ventilating and air conditioning "HVAC" system if or when necessary.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

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Further, Landlord warrants that the Property is fully in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Landlord agrees to indemnify Tenant for any damages ensuing from a lawsuit brought either by an individual or the attorney general for violation of the ADA, as well as any applicable local accessibility ordinances. Any alterations required to bring the Property into compliance with the ADA or other local accessibility ordinances shall be the Landlord's sole expense and responsibility, and any charges incurred by the Landlord shall not be charged back to the Tenant either as part of the common area maintenance charges, or otherwise.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs and payments to any third party by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs or payments on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying Rent only to the date of said vacating.

3. Section 53 shall be added to the lease to state the following:

53. Option to Purchase

Tenant shall have the right, but not the obligation, to purchase the Leased Premises at any time after the completion of the 10th year of the Lease Agreement (hereinafter "Purchase Option Right") for the fair market value of the Leased Premises, minus the fair market value of the building that is located on the Leased Premises at the time the Purchase Option Right is exercised (hereinafter "Purchase Option Price"). Tenant may exercise the Purchase Option Right by sending written notice to Landlord of its intention to purchase the Leased Premises, via a nationally recognized commercial overnight delivery service. The Purchase Option Right notice will be deemed delivered on the day it is sent by Tenant (hereinafter "Notice Deliver Date"). Within 14 days of the Notice Deliver Date, the parties are required to meet and confer, in person or on the telephone, to negotiate an agreed upon Purchase Option Price for the Leased Premises. If the parties are unable to agree upon a Purchase Option Price for the Leased Premises, then they shall at the same meet and confer select the name of an appraiser who shall be retained by the Tenant to assess the Purchase Option Price. The parties will share equally the cost of the appraiser and agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. In the unlikely event that Landlord fails to meet and confer and/or agree upon the name of an appraiser in a timely manner, then Tenant shall be permitted to select the appraiser and the parties agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. The closing for Tenant to purchase the Leased Premise shall take place no later than 90 days after the completion of the appraisal.

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JA

4. Section 54 shall be added to the lease to state the following:

54. Entry Way Control

Tenant hereby grants the right of ingress and egress to and from The Landlord's property over and across the existing Access Road located on the Leased Premises, depicted in Exhibit "A", to a depth of One Hundred Feet Southwesterly from the Southwesterly sideline of U.S. Route 1, as needed by Landlord, his successors or assigns, their Tenants, their guests, invitees, customers and business associates. Tenant shall maintain this access at their sole cost and expense while the property is single tenanted. In the event that the Landlord leases a portion of the Landlord's Property to another Tenant, the Tenant Co-Tenant's shall be billed their proportionate share of the cost associated with maintaining the access road by Tenant. In no way shall the Tenant hinder the Landlord's access to the remainder of the Landlord's Property.

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^{DS}
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IN WITNESS WHEREOF, the parties have executed and delivered this Lease Addendum as of the date first above written.

WITNESS: _____

DocuSigned by:
Charles Lynch
B95A0B261C03440...

Landlord: _____

Name: Charles Lynch

Title: Owner

WITNESS: _____

DocuSigned by:
Loren Goodridge
BF2CDAE557FE4F5...

Tenant: _____

Name: Loren Goodridge

Title: CEO

DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17776 PG 679
 Instr # 2018032594
 08/10/2018 03:33:13 PM
 Pages 2 YORK CO

TRUSTEE'S DEED

Robert W. Ferguson of Shapleigh, County of York, and State of Maine, **Trustee of the Daniel O. Lynch Testamentary Trust**, see York County Probate Court, Docket No. 1991-0553(l), by the power conferred by law, and every other power,

for consideration paid,

grants to **Charles S. Lynch** of Kittery, County of York, and State of Maine,

whose mailing address is 13 Pochantas Road, Kittery Point, ME 03905,

the real property in Kittery, York County, Maine, described as follows:

a certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine, on the Northwestern side of U.S. Route 1, bounded and described as follows: Beginning at the Easterly corner of said land adjacent to the Northwestern sideline of U.S. Route 1 at its intersection with the Southwesterly sideline of a private way, known as Parsons Lane, and thence running Southwesterly by the Northwestern sideline of said Route 1 to land formerly of Maria Lucas and formerly of A. W. Johnson; thence running Northwesternly by said Lucas/Johnson land and land now or formerly of Joseph Kozlowski, formerly land of one Wilson; thence running Northeastly by land now or formerly of Harold Cole to a spike in the ground by Parsons Lane; thence running South 34° 11' 30" East seventy-five and seventy-eight hundredths (78.78) feet to a point on a rock by Parsons Lane; thence South 44° 18' 00" East by Parsons Lane three hundred thirty-six and ninety-six hundredths (336.96) feet to a corner of stonewalls; and thence continuing Southeasterly by the Southwesterly sideline of Parsons Lane four hundred and seventy-three (473) feet, more or less, to the Northwesternly sideline of U.S. Route 1 and the point of beginning.

Excluding that land described in a deed of J.M.G. Corporation to James Further, dated December 1, 1976, and recorded in York County Registry of Deeds.

Excepting from the above a parcel of land conveyed to George A. Patten, by deed dated February 16, 1977, and recorded in said Registry, Book 3016, Page 330.

Reserving to Harold F. Cole and Elizabeth L. Cole, their heirs and assigns, a right of way to be used in common with others over the demised premises for vehicular traffic; said right of way to be approximately 18 feet in width, parallel generally with Parsons Lane.

Subject to a right of way or easement given by Robert W. Ferguson, Trustee of the Daniel O. Lynch Trust to Jacques W. Dion and David L. Dion, by deed dated August 21, 1996, and recorded in said Registry, Book 8071, Page 132.

Reference may be had to two deeds to Robert W. Ferguson, Trustee of the Daniel O Lynch Trust, recorded in said Registry, Book 6210, Page 76 and Book 8966, Page 265.

Meaning and intending to convey to the Grantee herein any lands of the Daniel O. Lynch Trust situated in said Kittery, on the Northwesternly side of U.S. Route 1 and on the Southwesterly side of Parsons Lane, so-called.

Fiscal Year Real Estate Taxes beginning 10/31/2018 are to be paid by the Grantee herein.


Return To
FERGUSON & JOHNSON, P.A.
 PO Box 97
 Springvale, ME 04083

NO R.E. TRANSFER TAX PAID


2p
 ↙

Witness my hand and seal this *10th* day of August, 2018.

DANIEL O. LYNCH
TESTAMENTARY TRUST



Witness



Printed Name: Robert W. Ferguson
Trustee

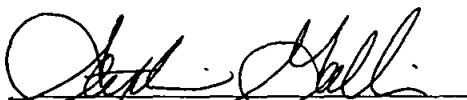
STATE OF MAINE
York, ss.

August *10*, 2018

Then personally appeared the above named Robert W. Ferguson, Trustee of the Daniel O. Lynch Testamentary Trust and acknowledge the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Seal
STEPHANIE A GALLINA
NOTARY PUBLIC
State of Maine
My Commission Expires
DECEMBER 29, 2022



Notary Public
Printed Name: *Stephanie Gallina*

Prepared by: FERGUSON & JOHNSON, P.A.
506 Main Street. (P.O. Box 97)
Springvale, ME 04083



APPENDIX A
KITTELY WATER DISTRICT CORRESPONDENCE

Caroline D. Rose, President
James E. Golter, Treasurer

Julia H. O'Connell, Secretary
Michael S. Rogers, Superintendent

OFFICE OF
KITTERY WATER DISTRICT

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

Kittery Planning Board
200 Rogers Road
Kittery, ME 03904

August 6, 2021

Re: Proposed Development Map 26, Lot 26, 523 U.S. Route One

Dear Planning Board Members,

Please accept this letter as verification that the Kittery Water District does have the capacity to supply the proposed commercial building on 523 U.S. Route One, Kittery, Map 26, lot 26 with municipal water service.

Sincerely,



Michael S. Rogers
Superintendent

cc: Drew Olehowski, P.E., Haley Ward



APPENDIX B

KITTERY WASTEWATER TREATMENT FACILITY CORRESPONDENCE



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

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

Drew Olehowski
523 US Route 1,
Kittery, ME 03904

August 6, 2021

RE:Sewer Availability

Drew,

This letter is to confirm that there is sanitary sewer service available for your project Located at 523 US Route 1, 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



APPENDIX C
PINE TREE WASTE CORRESPONDENCE



August 6, 2021

Haley Ward
1 Merchants Plaza Ste 701
Bangor ME 04401

Re: Capabilities Statement –Aroma Joe’s, Kittery, ME

Dear Mr. Olehowski,

This letter is to confirm that Casella Waste Services located in Scarborough, ME has the capabilities to pick up, truck, and dispose of all volumes of Construction and Demolition Debris generated by the proposed construction at the Aroma Joe’s Project located at Route 1, Kittery, ME. These materials can be disposed of at the Juniper Ridge Secured Landfill Facility located in West Old Town, ME.

Casella Waste Services can transport all anticipated volumes of non-hazardous MSW (Municipal Solid Waste) to the Juniper Ridge Landfill facility located in West Old Town, ME (Estimated 0.3 Tons per Week). We are also prepared to handle all amounts of recycled products that may be generated from this development, as well Universal Waste and Land Clearing Debris.

This letter is not a quote for services. Rather it is a statement of capabilities. The sole purpose of this letter is to communicate the willingness and capabilities that Casella Waste Services has towards providing these services as requested.

Please feel free to contact me with any future requests. I can be reached at (207) 310-0509.

Sincerely,

Adam Graham

Adam Graham
Accounts Manager
Casella Waste Services



APPENDIX D
STORMWATER MANAGEMENT PLAN



STORMWATER MANAGEMENT NARRATIVE

A. NARRATIVE

The intent of this Stormwater Management Plan is to comply with the requirements of the Town of Kittery Land Use and Development Code. This project involves the development of approximately 1 acre for the construction of a 1,010 square foot (SF) Aroma Joe's drive-thru restaurant. The proposed development includes approximately 22,604 SF of parking lot, maneuvering areas and driveways. All disturbed area not to be made impervious will be revegetated, resulting in a net decrease of approximately 0.312 acres of impervious area for the Site.

Basic Standard Submission: Per Section 4.B of MDEP Chapter 500, the Basic Standards are applicable to this project because the project proposes greater than 1 acre of disturbed area. Please see Appendix G of this application for the Erosion and Sedimentation Control Plan.

General Standards Submission: This project will not result in more than 1 acre of impervious area, or greater than 5 acres of developed area, therefore, the MDEP Chapter 500 General Standards do not apply.

Flooding Standard Submission: This project does not propose greater than 3 acres of impervious area, or 20 acres of disturbed area. It also does not meet the criteria for an MDEP Site Location of Development Permit. Because of this, the MDEP flooding standard does not apply to this project.

All projects undergoing Site Plan Review are required to meet the Town of Kittery Flooding Standard under section 16.8.8.1.D of the Land Use Code. See the Stormwater Management Quantity Narrative below for how this project conforms to this standard.



STORMWATER MANAGEMENT QUANTITY NARRATIVE

As previously stated, the project is required to meet the Town's flooding standard. To meet the flooding standard, HydroCAD calculations were performed to compare pre-development and post-development conditions. Curve numbers and peak runoff flows were calculated using HydroCAD.

The pre-development site is mostly a previously developed gravel pad, located west of US Route 1. Soils on the site per the USDA web soil survey are classified as Type C/D Boothbay silty loams and stormwater run-off drains to wetlands on the west side of the site. The post-development site was broken into four subareas encompassing the same footprint as pre-development.

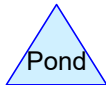
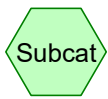
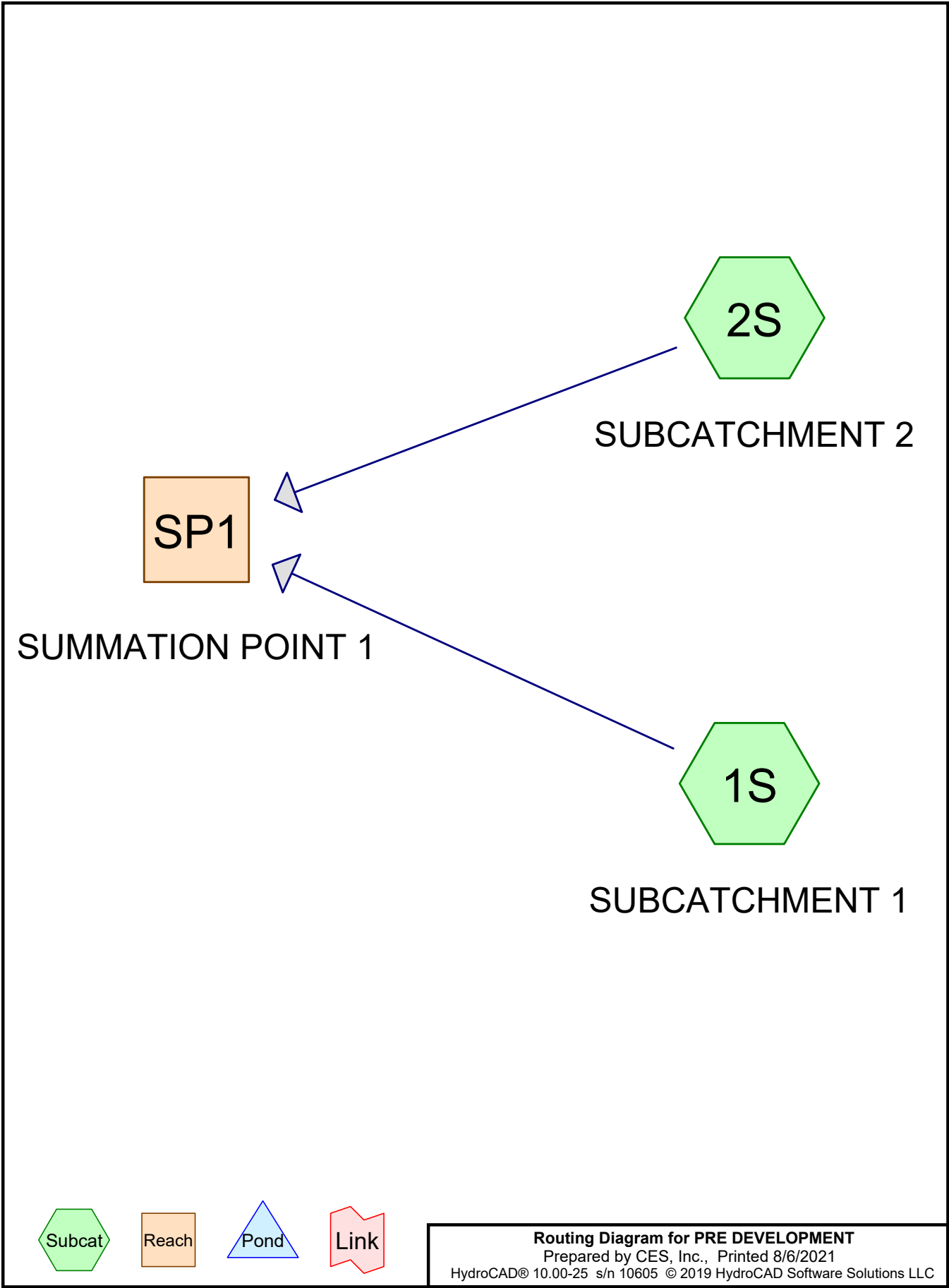
A Summation Point was chosen in the same area between pre-development and post-development to compare peak flow runoff for the 2-year, 10-year, and 25-year storm events. Summation Point 1 is located west of the site and compares the pre and post-development runoff flowing to an adjacent wetland.

Based on results of the HydroCAD, it is expected that stormwater runoff from the site will be similar or lessened in post-development conditions as in pre-development conditions. This reduction in peak flows is due to a net reduction in impervious area . Overall, it is expected that runoff from the site will be similar to pre-development conditions and a similar stormwater runoff will be realized. A comparison of Summation Point in both Pre- and Post-Development is organized in the table below.

		2 Year (cfs)	10 Year (cfs)	25 Year (cfs)	25 Year Net Change	25 Year % Change
Summation Point 1	Pre	8.30	4.21	19.05	-4.83	-25.35
	Post	4.90	9.89	14.22		



HYDROCAD RESULTS



PRE DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

Page 2

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>1.96"
Flow Length=275' Tc=2.6 min CN=88 Runoff=6.39 cfs 0.392 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>1.57"
Flow Length=395' Tc=4.8 min CN=83 Runoff=2.00 cfs 0.131 af

Reach SP1: SUMMATIONPOINT 1 Inflow=8.30 cfs 0.522 af
Outflow=8.30 cfs 0.522 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.522 af Average Runoff Depth = 1.85"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

PRE DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 6.39 cfs @ 12.04 hrs, Volume= 0.392 af, Depth> 1.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
2.6	275	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

Runoff = 2.00 cfs @ 12.07 hrs, Volume= 0.131 af, Depth> 1.57"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

PRE DEVELOPMENT

Prepared by CES, Inc.

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Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

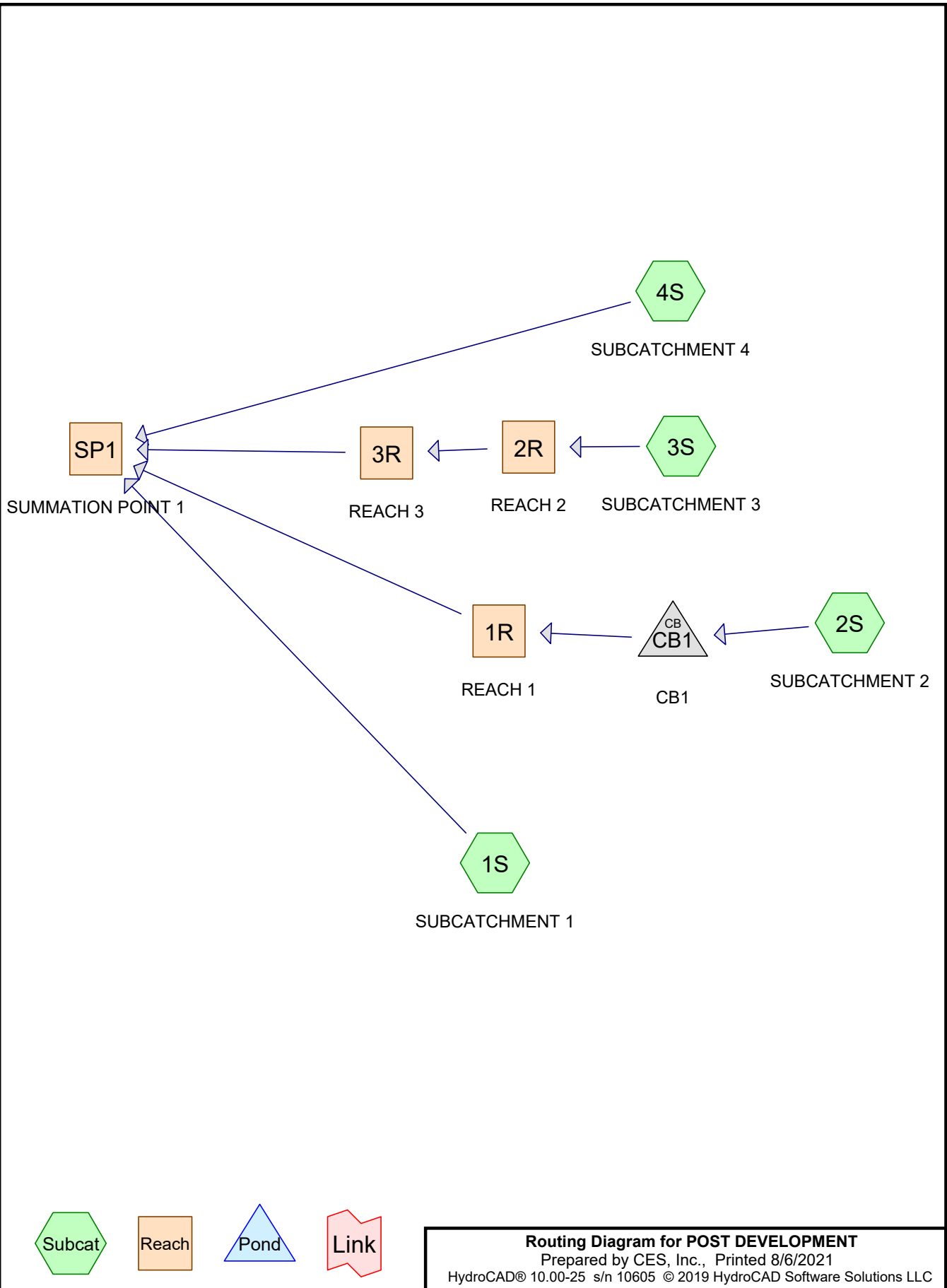
Page 4

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
4.8	395	Total			

Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 1.85" for 2 YEAR event
 Inflow = 8.30 cfs @ 12.05 hrs, Volume= 0.522 af
 Outflow = 8.30 cfs @ 12.05 hrs, Volume= 0.522 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs



POST DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>1.12"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=2.48 cfs 0.170 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>1.80"
Flow Length=200' Tc=3.2 min CN=86 Runoff=0.85 cfs 0.052 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>2.31"
Flow Length=215' Tc=3.0 min CN=92 Runoff=0.64 cfs 0.041 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>1.12"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=1.38 cfs 0.095 af

Reach 1R: REACH 1 Avg. Flow Depth=0.03' Max Vel=0.25 fps Inflow=0.85 cfs 0.052 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.69 cfs 0.052 af

Reach 2R: REACH 2 Avg. Flow Depth=0.04' Max Vel=1.20 fps Inflow=0.64 cfs 0.041 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=0.61 cfs 0.041 af

Reach 3R: REACH 3 Avg. Flow Depth=0.03' Max Vel=0.23 fps Inflow=0.61 cfs 0.041 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.56 cfs 0.041 af

Reach SP1: SUMMATIONPOINT 1 Inflow=4.90 cfs 0.357 af
Outflow=4.90 cfs 0.357 af

Pond CB1: CB1 Peak Elev=71.47' Inflow=0.85 cfs 0.052 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=0.85 cfs 0.052 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.358 af Average Runoff Depth = 1.26"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

POST DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 2.48 cfs @ 12.10 hrs, Volume= 0.170 af, Depth> 1.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.1	375	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

Runoff = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af, Depth> 1.80"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

POST DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

Runoff = 0.64 cfs @ 12.05 hrs, Volume= 0.041 af, Depth> 2.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Summary for Subcatchment 4S: SUBCATCHMENT 4

Runoff = 1.38 cfs @ 12.10 hrs, Volume= 0.095 af, Depth> 1.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

POST DEVELOPMENT

Prepared by CES, Inc.

HydroCAD® 10.00-25 s/n 10605 © 2019 HydroCAD Software Solutions LLC

Type III 24-hr 2 YEAR Rainfall=3.30"

Printed 8/6/2021

Page 5

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.4	485	Total			

Summary for Reach 1R: REACH 1

[65] Warning: Inlet elevation not specified

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 1.80" for 2 YEAR event
 Inflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af
 Outflow = 0.69 cfs @ 12.19 hrs, Volume= 0.052 af, Atten= 18%, Lag= 8.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.25 fps, Min. Travel Time= 5.0 min
 Avg. Velocity = 0.07 fps, Avg. Travel Time= 17.8 min

Peak Storage= 217 cf @ 12.10 hrs
 Average Depth at Peak Storage= 0.03'
 Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
 Side Slope Z-value= 0.1 '/' Top Width= 100.02'
 Length= 75.0' Slope= 0.5000 '/'
 Inlet Invert= 0.00', Outlet Invert= -37.50'



Summary for Reach 2R: REACH 2

[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 2.31" for 2 YEAR event
 Inflow = 0.64 cfs @ 12.05 hrs, Volume= 0.041 af
 Outflow = 0.61 cfs @ 12.06 hrs, Volume= 0.041 af, Atten= 5%, Lag= 1.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 1.20 fps, Min. Travel Time= 0.7 min
 Avg. Velocity = 0.53 fps, Avg. Travel Time= 1.6 min

POST DEVELOPMENT

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Type III 24-hr 2 YEAR Rainfall=3.30"

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Peak Storage= 27 cf @ 12.06 hrs

Average Depth at Peak Storage= 0.04'

Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass

Side Slope Z-value= 0.3 ' / ' Top Width= 15.60'

Length= 50.0' Slope= 0.0500 ' / '

Inlet Invert= 0.00', Outlet Invert= -2.50'



Summary for Reach 3R: REACH 3

[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 2.31" for 2 YEAR event

Inflow = 0.61 cfs @ 12.06 hrs, Volume= 0.041 af

Outflow = 0.56 cfs @ 12.13 hrs, Volume= 0.041 af, Atten= 8%, Lag= 4.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 0.23 fps, Min. Travel Time= 2.2 min

Avg. Velocity = 0.06 fps, Avg. Travel Time= 8.4 min

Peak Storage= 77 cf @ 12.09 hrs

Average Depth at Peak Storage= 0.03'

Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush

Side Slope Z-value= 0.1 ' / ' Top Width= 100.02'

Length= 30.0' Slope= 0.5000 ' / '

Inlet Invert= 0.00', Outlet Invert= -15.00'



Summary for Reach SP1: SUMMATION POINT 1

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 1.26" for 2 YEAR event

Inflow = 4.90 cfs @ 12.11 hrs, Volume= 0.357 af

Outflow = 4.90 cfs @ 12.11 hrs, Volume= 0.357 af, Atten= 0%, Lag= 0.0 min

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Type III 24-hr 2 YEAR Rainfall=3.30"

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Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.47' (Flood elevation advised)

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 1.80" for 2 YEAR event
 Inflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af
 Outflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af, Atten= 0%, Lag= 0.0 min
 Primary = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 71.47' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	70.95'	15.0" Round Culvert L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=0.84 cfs @ 12.05 hrs HW=71.47' (Free Discharge)

↑**1=Culvert** (Barrel Controls 0.84 cfs @ 2.56 fps)

PRE DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>3.37"
Flow Length=275' Tc=2.6 min CN=88 Runoff=10.72 cfs 0.675 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>2.89"
Flow Length=395' Tc=4.8 min CN=83 Runoff=3.64 cfs 0.240 af

Reach SP1: SUMMATIONPOINT 1 Inflow=14.21 cfs 0.915 af
Outflow=14.21 cfs 0.915 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.915 af Average Runoff Depth = 3.23"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

PRE DEVELOPMENT

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Type III 24-hr 10 YEAR Rainfall=4.90"

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 10.72 cfs @ 12.04 hrs, Volume= 0.675 af, Depth> 3.37"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
2.6	275	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

Runoff = 3.64 cfs @ 12.07 hrs, Volume= 0.240 af, Depth> 2.89"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

PRE DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
4.8	395	Total			

Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 3.23" for 10 YEAR event
 Inflow = 14.21 cfs @ 12.05 hrs, Volume= 0.915 af
 Outflow = 14.21 cfs @ 12.05 hrs, Volume= 0.915 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

POST DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>2.28"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=5.11 cfs 0.345 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>3.18"
Flow Length=200' Tc=3.2 min CN=86 Runoff=1.47 cfs 0.092 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>3.77"
Flow Length=215' Tc=3.0 min CN=92 Runoff=1.02 cfs 0.067 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>2.28"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=2.84 cfs 0.193 af

Reach 1R: REACH 1 Avg. Flow Depth=0.04' Max Vel=0.31 fps Inflow=1.47 cfs 0.092 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.25 cfs 0.092 af

Reach 2R: REACH 2 Avg. Flow Depth=0.05' Max Vel=1.44 fps Inflow=1.02 cfs 0.067 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=0.98 cfs 0.067 af

Reach 3R: REACH 3 Avg. Flow Depth=0.03' Max Vel=0.27 fps Inflow=0.98 cfs 0.067 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.90 cfs 0.066 af

Reach SP1: SUMMATIONPOINT 1 Inflow=9.89 cfs 0.696 af
Outflow=9.89 cfs 0.696 af

Pond CB1: CB1 Peak Elev=71.66' Inflow=1.47 cfs 0.092 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=1.47 cfs 0.092 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.697 af Average Runoff Depth = 2.46"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

POST DEVELOPMENT

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Type III 24-hr 10 YEAR Rainfall=4.90"

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 5.11 cfs @ 12.10 hrs, Volume= 0.345 af, Depth> 2.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.1	375	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

Runoff = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af, Depth> 3.18"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

POST DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

Runoff = 1.02 cfs @ 12.05 hrs, Volume= 0.067 af, Depth> 3.77"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Summary for Subcatchment 4S: SUBCATCHMENT 4

Runoff = 2.84 cfs @ 12.10 hrs, Volume= 0.193 af, Depth> 2.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

POST DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.4	485	Total			

Summary for Reach 1R: REACH 1

[65] Warning: Inlet elevation not specified

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 3.18" for 10 YEAR event
 Inflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af
 Outflow = 1.25 cfs @ 12.16 hrs, Volume= 0.092 af, Atten= 15%, Lag= 6.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.31 fps, Min. Travel Time= 4.0 min
 Avg. Velocity = 0.08 fps, Avg. Travel Time= 15.2 min

Peak Storage= 309 cf @ 12.09 hrs
 Average Depth at Peak Storage= 0.04'
 Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
 Side Slope Z-value= 0.1 '/' Top Width= 100.02'
 Length= 75.0' Slope= 0.5000 '/'
 Inlet Invert= 0.00', Outlet Invert= -37.50'



Summary for Reach 2R: REACH 2

[65] Warning: Inlet elevation not specified

[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 3.77" for 10 YEAR event
 Inflow = 1.02 cfs @ 12.05 hrs, Volume= 0.067 af
 Outflow = 0.98 cfs @ 12.06 hrs, Volume= 0.067 af, Atten= 4%, Lag= 0.8 min

POST DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.44 fps, Min. Travel Time= 0.6 min
Avg. Velocity = 0.55 fps, Avg. Travel Time= 1.5 min

Peak Storage= 35 cf @ 12.05 hrs
Average Depth at Peak Storage= 0.05'
Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass
Side Slope Z-value= 0.3 '/' Top Width= 15.60'
Length= 50.0' Slope= 0.0500 '/'
Inlet Invert= 0.00', Outlet Invert= -2.50'



Summary for Reach 3R: REACH 3

[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 3.77" for 10 YEAR event
Inflow = 0.98 cfs @ 12.06 hrs, Volume= 0.067 af
Outflow = 0.90 cfs @ 12.11 hrs, Volume= 0.066 af, Atten= 8%, Lag= 3.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.27 fps, Min. Travel Time= 1.8 min
Avg. Velocity = 0.07 fps, Avg. Travel Time= 6.9 min

Peak Storage= 102 cf @ 12.08 hrs
Average Depth at Peak Storage= 0.03'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 30.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -15.00'



POST DEVELOPMENT

Type III 24-hr 10 YEAR Rainfall=4.90"

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Summary for Reach SP1: SUMMATION POINT 1

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 2.46" for 10 YEAR event
Inflow = 9.89 cfs @ 12.10 hrs, Volume= 0.696 af
Outflow = 9.89 cfs @ 12.10 hrs, Volume= 0.696 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.66' (Flood elevation advised)

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 3.18" for 10 YEAR event
Inflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af
Outflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af, Atten= 0%, Lag= 0.0 min
Primary = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 71.66' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	70.95'	15.0" Round Culvert L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 ' / Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=1.46 cfs @ 12.05 hrs HW=71.66' (Free Discharge)

↑**1=Culvert** (Barrel Controls 1.46 cfs @ 2.92 fps)

PRE DEVELOPMENT

Type III 24-hr 25 YEAR Rainfall=6.20"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>4.56"
Flow Length=275' Tc=2.6 min CN=88 Runoff=14.23 cfs 0.911 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>4.03"
Flow Length=395' Tc=4.8 min CN=83 Runoff=5.00 cfs 0.334 af

Reach SP1: SUMMATIONPOINT 1 Inflow=19.05 cfs 1.246 af
Outflow=19.05 cfs 1.246 af

Total Runoff Area = 3.397 ac Runoff Volume = 1.246 af Average Runoff Depth = 4.40"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

PRE DEVELOPMENT

Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 14.23 cfs @ 12.04 hrs, Volume= 0.911 af, Depth> 4.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
2.6	275	Total			

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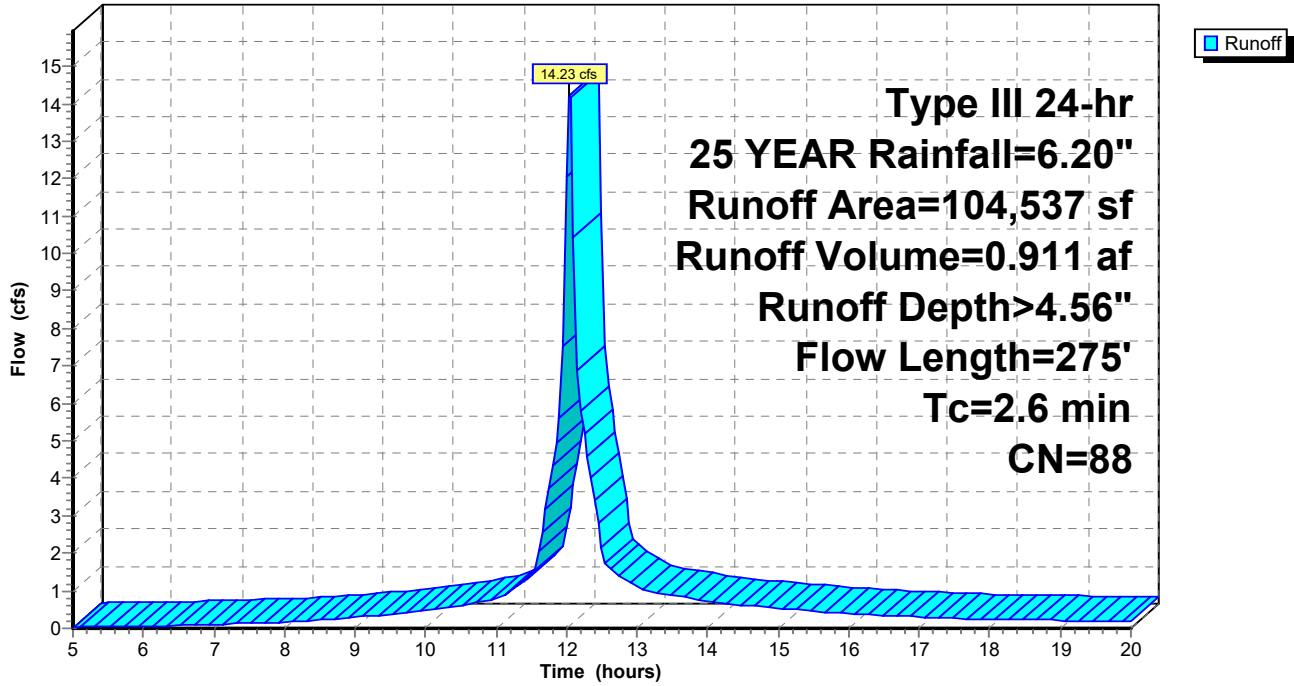
Type III 24-hr 25 YEAR Rainfall=6.20"

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Subcatchment 1S: SUBCATCHMENT 1

Hydrograph



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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 2S: SUBCATCHMENT 2

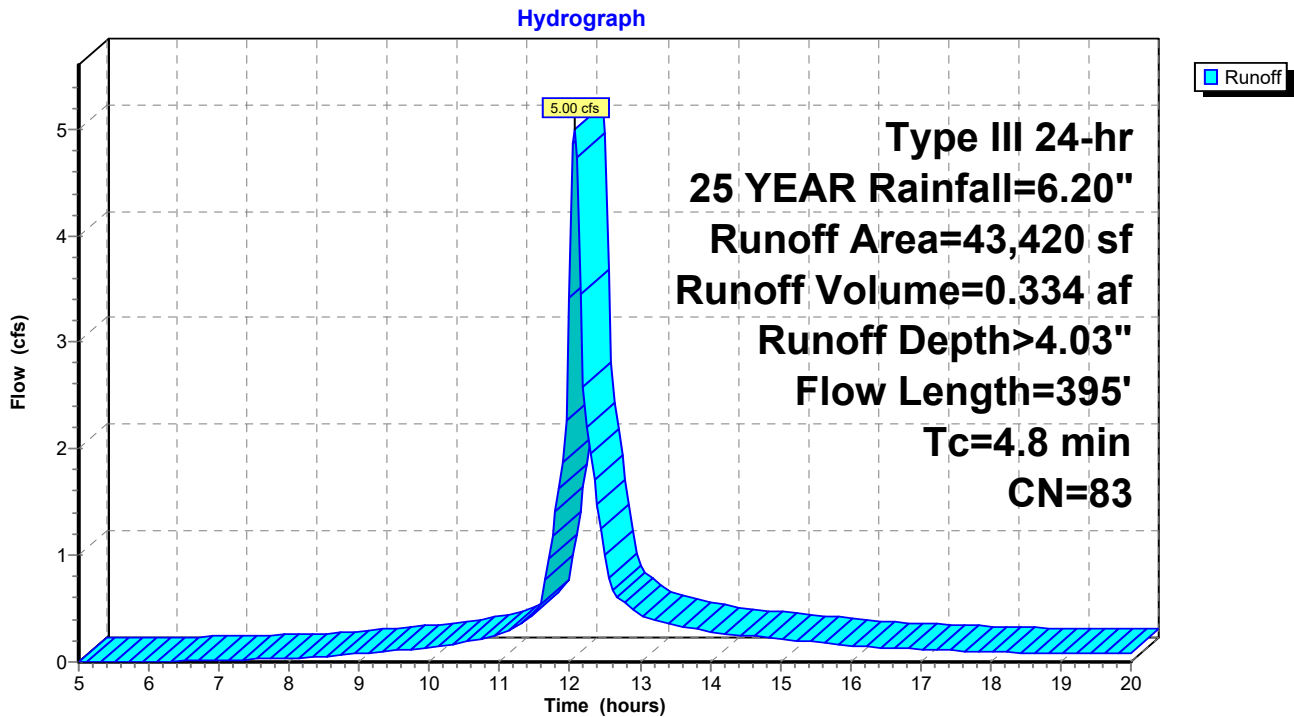
Runoff = 5.00 cfs @ 12.07 hrs, Volume= 0.334 af, Depth> 4.03"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
4.8	395	Total			

Subcatchment 2S: SUBCATCHMENT 2



PRE DEVELOPMENT

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Type III 24-hr 25 YEAR Rainfall=6.20"

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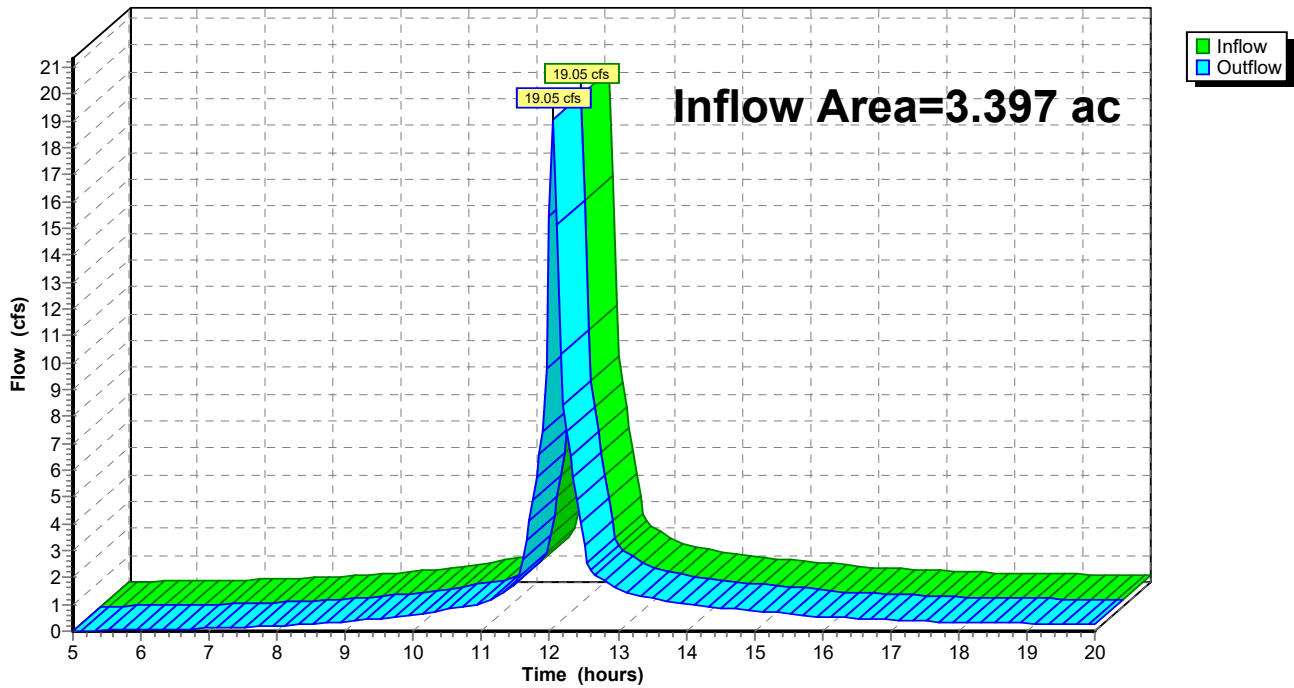
Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 4.40" for 25 YEAR event
Inflow = 19.05 cfs @ 12.05 hrs, Volume= 1.246 af
Outflow = 19.05 cfs @ 12.05 hrs, Volume= 1.246 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP1: SUMMATION POINT 1

Hydrograph



POST DEVELOPMENT

Type III 24-hr 25 YEAR Rainfall=6.20"

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Page 1

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>3.32"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=7.40 cfs 0.503 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>4.34"
Flow Length=200' Tc=3.2 min CN=86 Runoff=1.98 cfs 0.126 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>4.97"
Flow Length=215' Tc=3.0 min CN=92 Runoff=1.32 cfs 0.088 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>3.32"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=4.12 cfs 0.282 af

Reach 1R: REACH 1 Avg. Flow Depth=0.05' Max Vel=0.35 fps Inflow=1.98 cfs 0.126 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.73 cfs 0.125 af

Reach 2R: REACH 2 Avg. Flow Depth=0.05' Max Vel=1.60 fps Inflow=1.32 cfs 0.088 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=1.27 cfs 0.088 af

Reach 3R: REACH 3 Avg. Flow Depth=0.04' Max Vel=0.30 fps Inflow=1.27 cfs 0.088 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.18 cfs 0.088 af

Reach SP1: SUMMATIONPOINT 1 Inflow=14.22 cfs 0.997 af
Outflow=14.22 cfs 0.997 af

Pond CB1: CB1 Peak Elev=71.80' Inflow=1.98 cfs 0.126 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=1.98 cfs 0.126 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.998 af Average Runoff Depth = 3.53"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

POST DEVELOPMENT

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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 7.40 cfs @ 12.09 hrs, Volume= 0.503 af, Depth> 3.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.1	375	Total			

POST DEVELOPMENT

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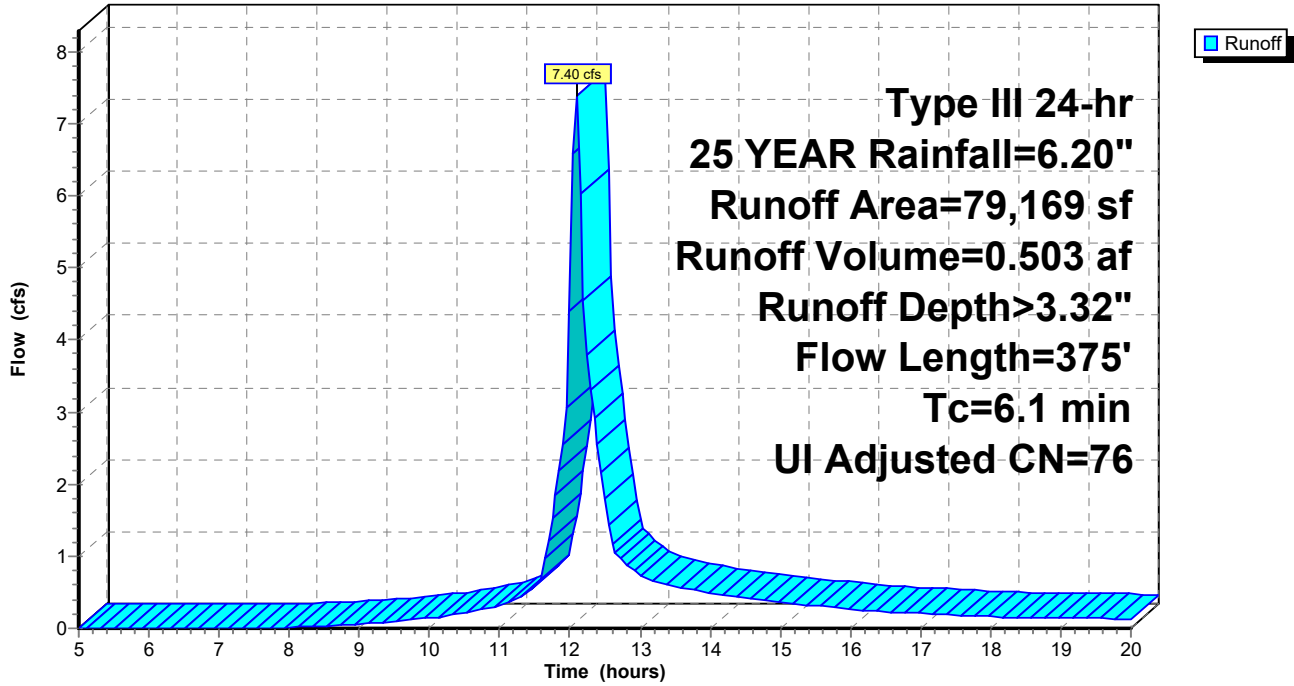
Type III 24-hr 25 YEAR Rainfall=6.20"

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Subcatchment 1S: SUBCATCHMENT 1

Hydrograph



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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

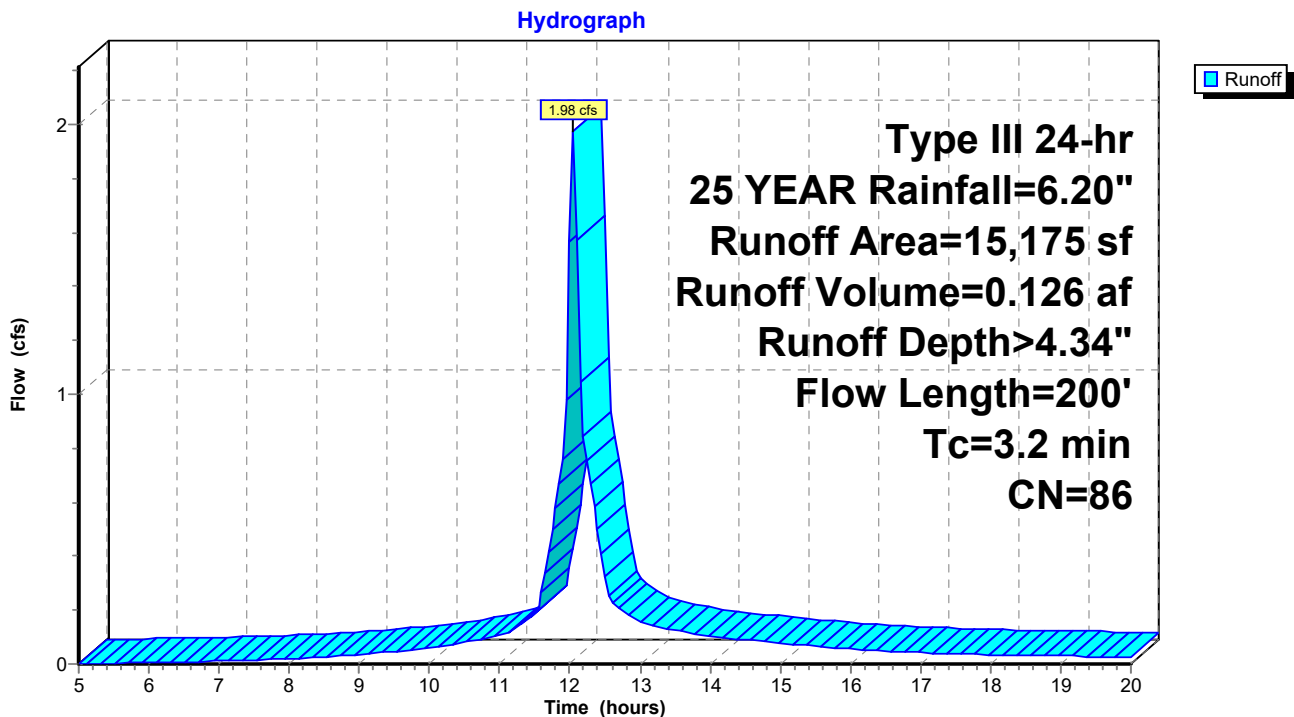
Runoff = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af, Depth> 4.34"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Subcatchment 2S: SUBCATCHMENT 2



POST DEVELOPMENT

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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

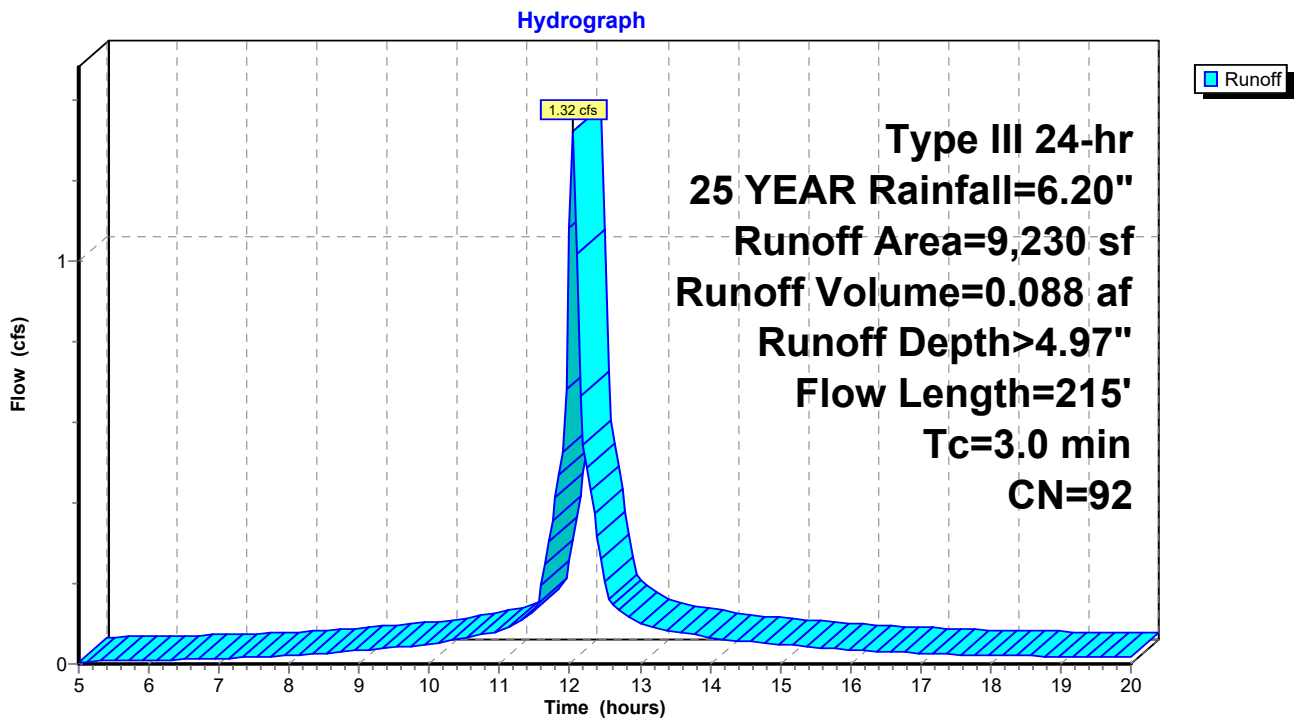
Runoff = 1.32 cfs @ 12.05 hrs, Volume= 0.088 af, Depth> 4.97"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Subcatchment 3S: SUBCATCHMENT 3



POST DEVELOPMENT

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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Subcatchment 4S: SUBCATCHMENT 4

Runoff = 4.12 cfs @ 12.10 hrs, Volume= 0.282 af, Depth> 3.32"

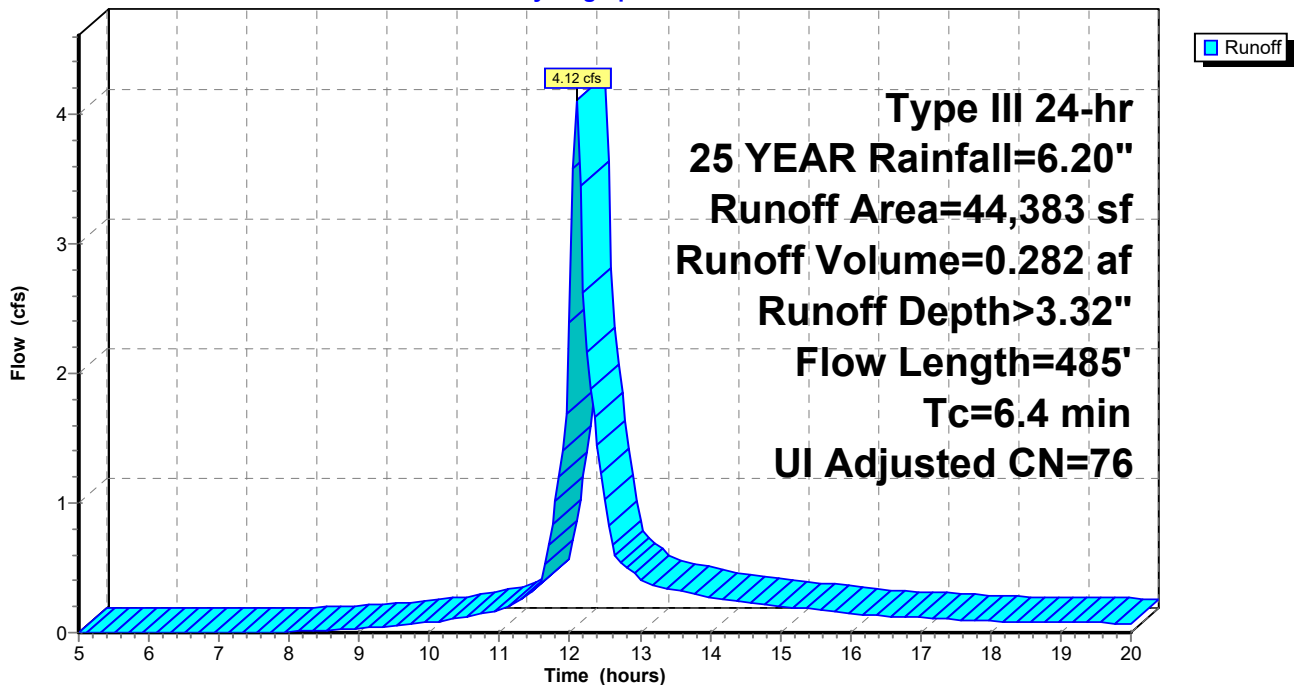
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		Sheet Flow, Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
6.4	485	Total			

Subcatchment 4S: SUBCATCHMENT 4

Hydrograph



POST DEVELOPMENT

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Summary for Reach 1R: REACH 1

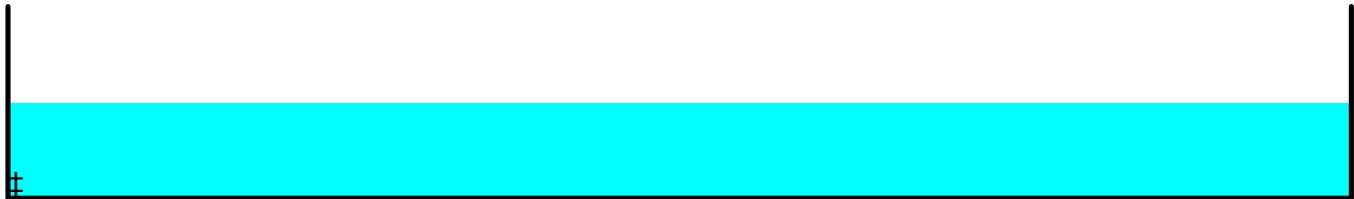
[65] Warning: Inlet elevation not specified

Inflow Area =	0.348 ac, 51.07% Impervious, Inflow Depth > 4.34"	for 25 YEAR event
Inflow =	1.98 cfs @ 12.05 hrs, Volume=	0.126 af
Outflow =	1.73 cfs @ 12.15 hrs, Volume=	0.125 af, Atten= 12%, Lag= 5.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 0.35 fps, Min. Travel Time= 3.5 min
 Avg. Velocity = 0.09 fps, Avg. Travel Time= 13.7 min

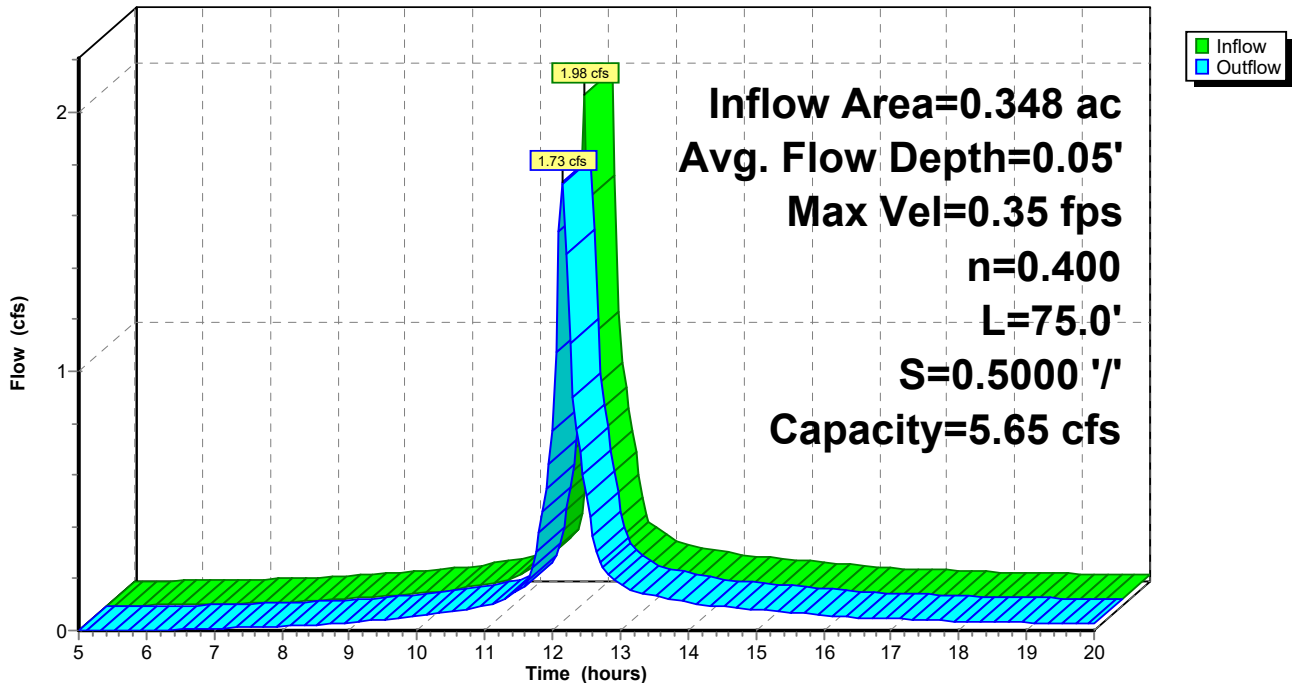
Peak Storage= 373 cf @ 12.09 hrs
 Average Depth at Peak Storage= 0.05'
 Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
 Side Slope Z-value= 0.1 '/' Top Width= 100.02'
 Length= 75.0' Slope= 0.5000 '/'
 Inlet Invert= 0.00', Outlet Invert= -37.50'



Reach 1R: REACH 1

Hydrograph



POST DEVELOPMENT

Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Reach 2R: REACH 2

[65] Warning: Inlet elevation not specified

[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 4.97" for 25 YEAR event
 Inflow = 1.32 cfs @ 12.05 hrs, Volume= 0.088 af
 Outflow = 1.27 cfs @ 12.06 hrs, Volume= 0.088 af, Atten= 4%, Lag= 0.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 1.60 fps, Min. Travel Time= 0.5 min
 Avg. Velocity = 0.56 fps, Avg. Travel Time= 1.5 min

Peak Storage= 41 cf @ 12.05 hrs
 Average Depth at Peak Storage= 0.05'
 Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass
 Side Slope Z-value= 0.3 '/' Top Width= 15.60'
 Length= 50.0' Slope= 0.0500 '/'
 Inlet Invert= 0.00', Outlet Invert= -2.50'



POST DEVELOPMENT

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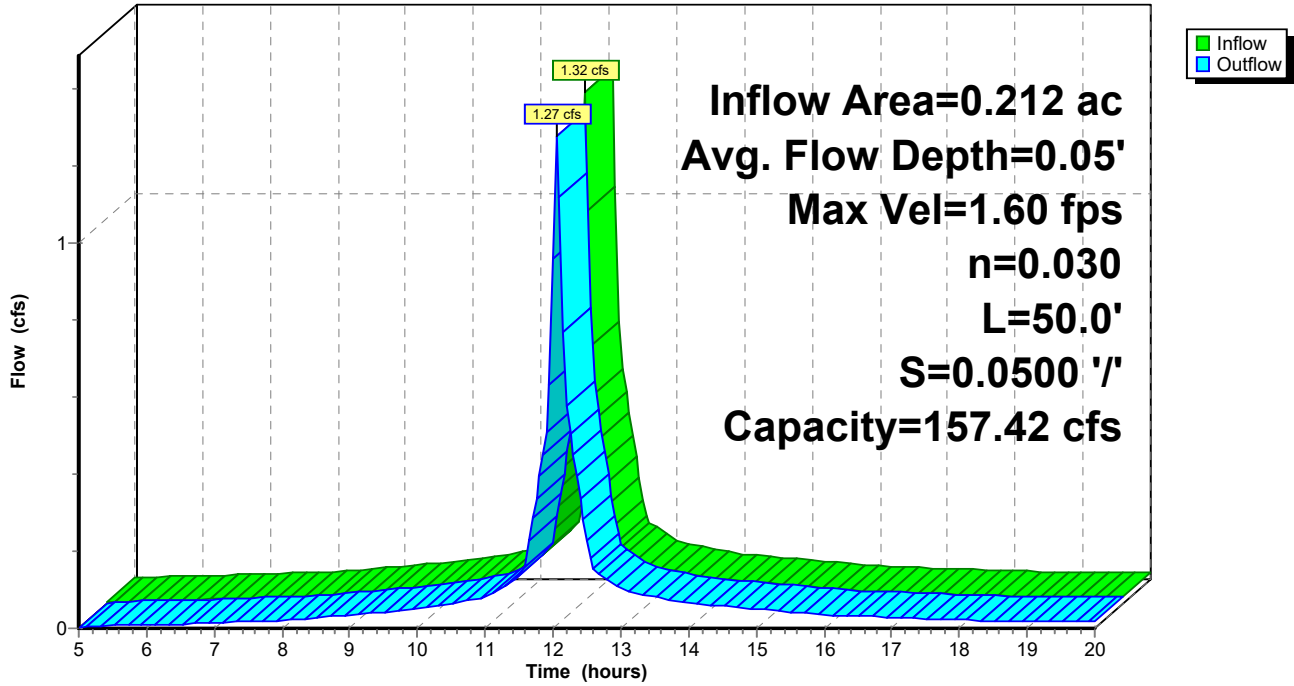
Type III 24-hr 25 YEAR Rainfall=6.20"

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Reach 2R: REACH 2

Hydrograph



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Summary for Reach 3R: REACH 3

[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 4.97" for 25 YEAR event
Inflow = 1.27 cfs @ 12.06 hrs, Volume= 0.088 af
Outflow = 1.18 cfs @ 12.11 hrs, Volume= 0.088 af, Atten= 7%, Lag= 2.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.30 fps, Min. Travel Time= 1.6 min
Avg. Velocity = 0.08 fps, Avg. Travel Time= 6.1 min

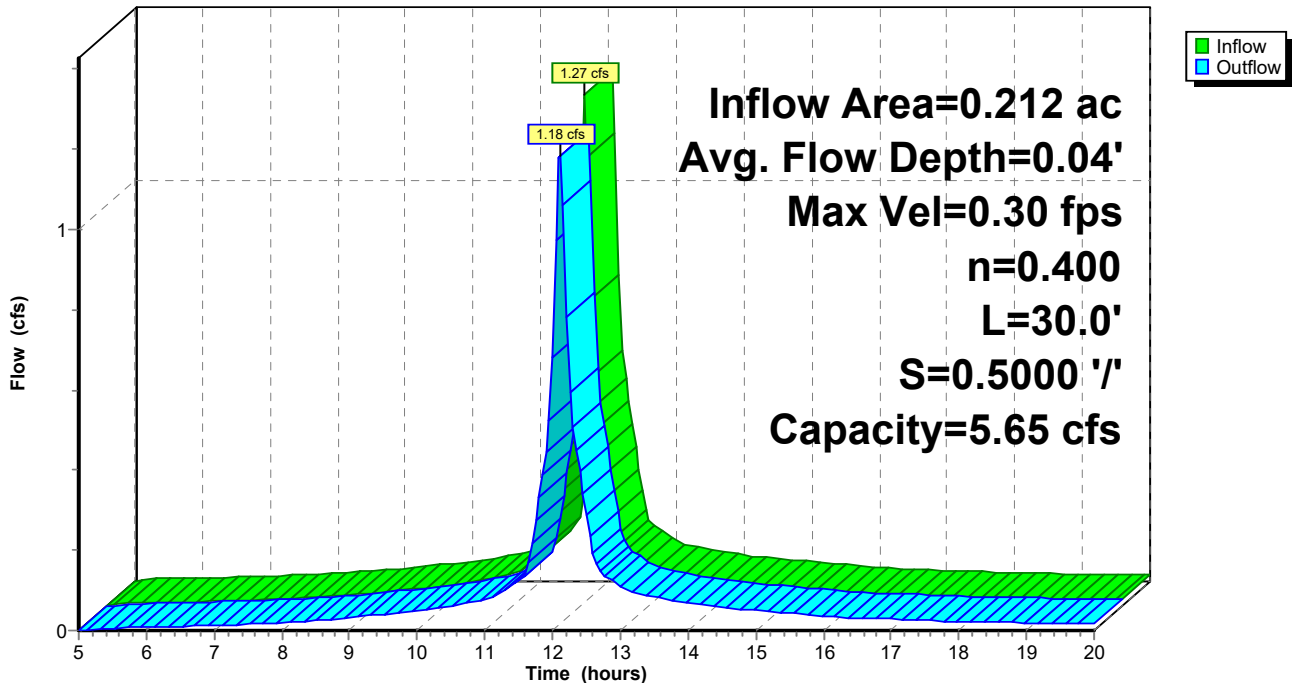
Peak Storage= 120 cf @ 12.08 hrs
Average Depth at Peak Storage= 0.04'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 30.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -15.00'



Reach 3R: REACH 3

Hydrograph



POST DEVELOPMENT

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Summary for Reach SP1: SUMMATION POINT 1

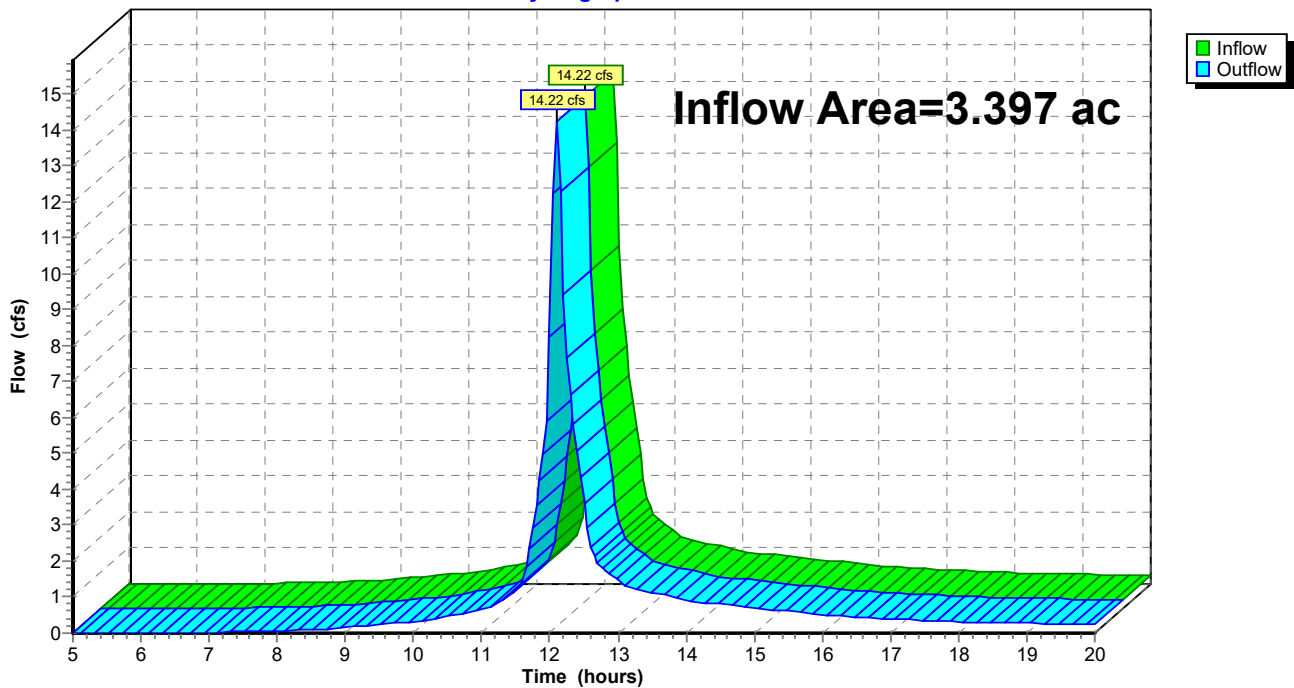
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 3.52" for 25 YEAR event
Inflow = 14.22 cfs @ 12.10 hrs, Volume= 0.997 af
Outflow = 14.22 cfs @ 12.10 hrs, Volume= 0.997 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP1: SUMMATION POINT 1

Hydrograph



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Type III 24-hr 25 YEAR Rainfall=6.20"

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Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.80' (Flood elevation advised)

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 4.34" for 25 YEAR event
 Inflow = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af
 Outflow = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af, Atten= 0%, Lag= 0.0 min
 Primary = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af

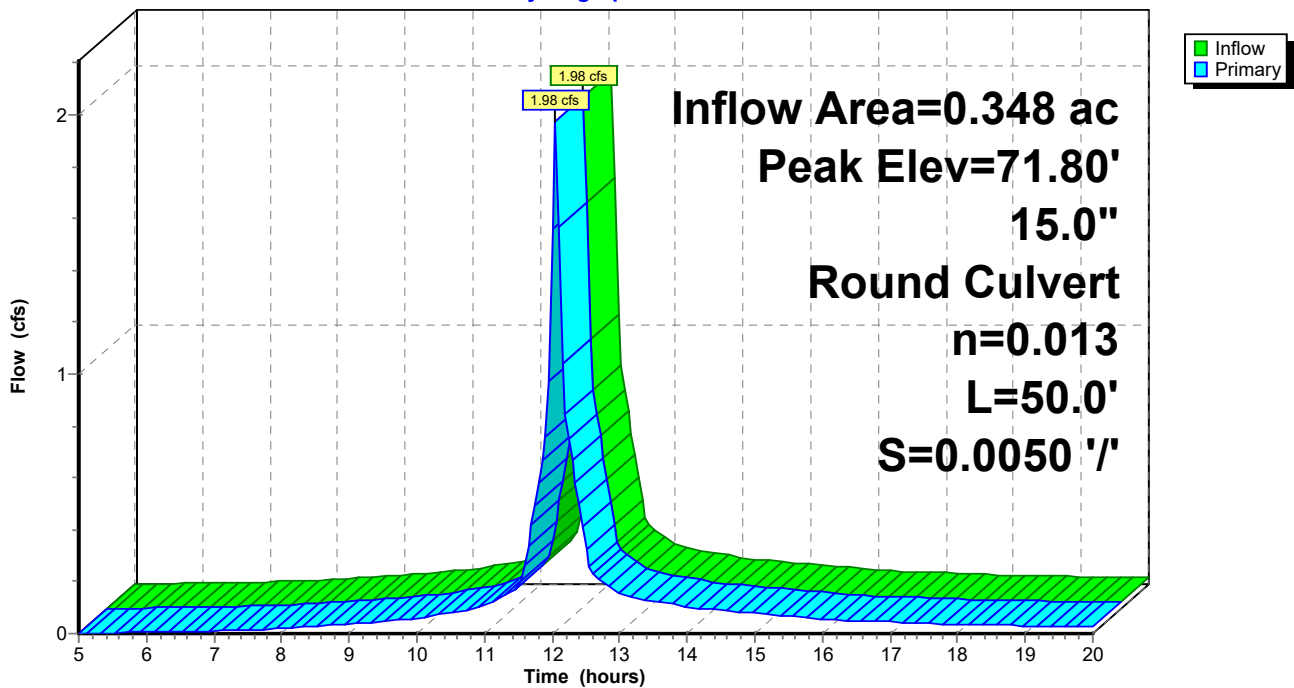
Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 71.80' @ 12.05 hrs

Device #	Routing	Invert	Outlet Devices
#1	Primary	70.95'	15.0" Round Culvert L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 '/ Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=1.97 cfs @ 12.05 hrs HW=71.80' (Free Discharge)
 ←1=Culvert (Barrel Controls 1.97 cfs @ 3.13 fps)

Pond CB1: CB1

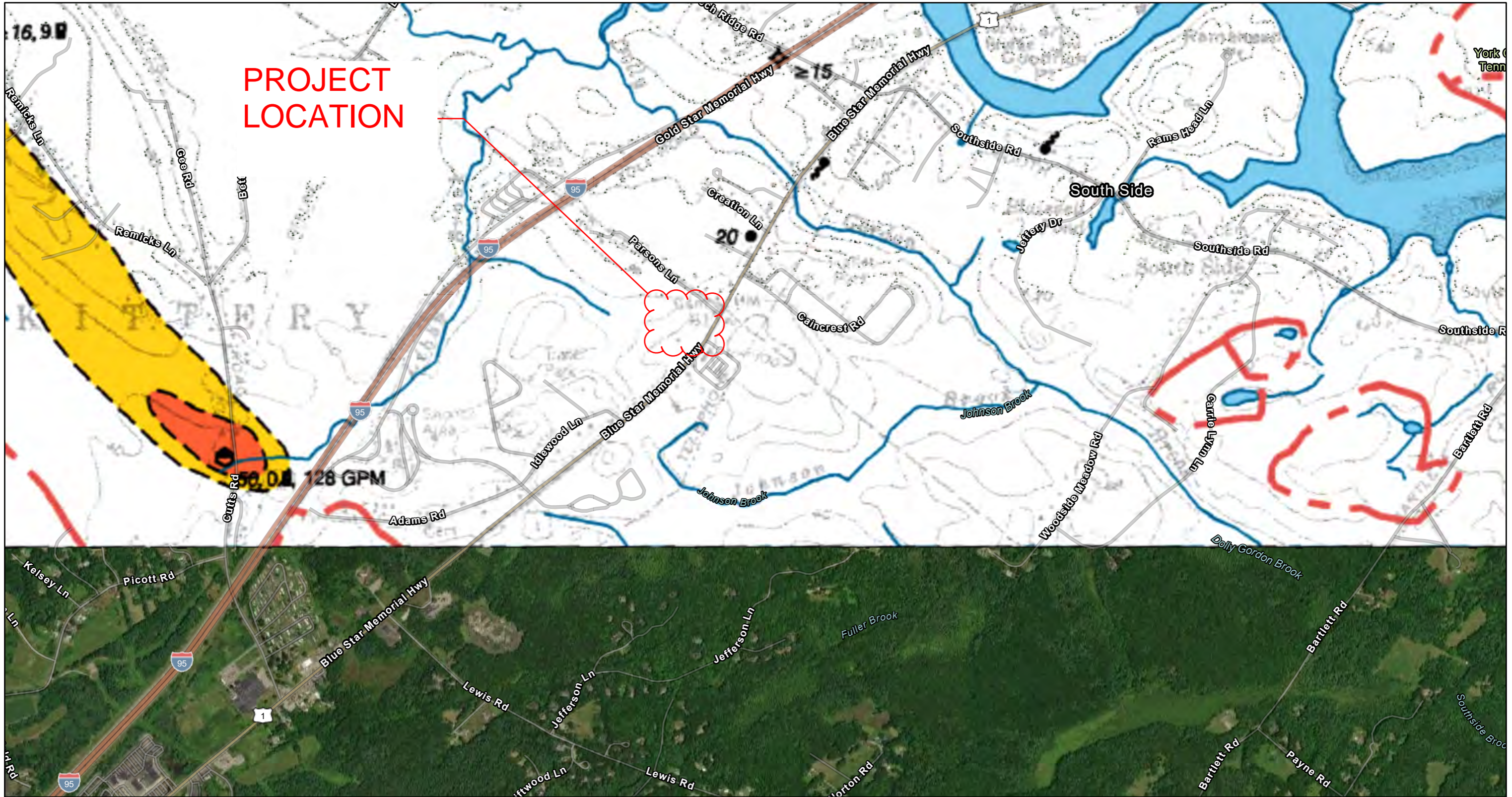
Hydrograph





APPENDIX E
SIGNIFICANT SAND AND GRAVEL AQUIFER MAP

Aquifers 24K



**PROJECT
LOCATION**

South Side

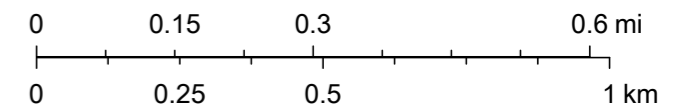
50.0 ft, 128 GPM

7/7/2021, 1:15:39 PM

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:18,056



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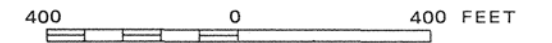


APPENDIX F
FEMA FLOOD HAZARD MAP

**PROJECT
LOCATION**



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
KITTERY, MAINE
YORK COUNTY

PANEL 1 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230171 0001 C

EFFECTIVE DATE:
JULY 5, 1984



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



APPENDIX G
EROSION CONTROL PLAN



APPENDIX G

EROSION AND SEDIMENTATION CONTROL PLAN

- A. Narrative. The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or disturbance of any on-site soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs. These standards include information on temporary and permanent erosion control measures, rates of seeding and applied mulch, slope and soil stabilization, effect of construction schedule, and other details.

The proposed location and use of erosion control measures on-site are shown on the Proposed Site Plan included in this application. There are no known existing erosion control concerns with the site. Implementation of proper erosion control measures will be required by site conditions to confine sediment and debris within the limit of soil disturbance. Proper use and maintenance of erosion control measures will provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

- B. Completion Date. Spring 2022
- C. Site Features. For site features please refer to the enclosed plan.
- D. Temporary and Permanent Erosion Control Measures. For temporary and permanent erosion control measures please refer to the enclosed plan.
- E. Limits of Disturbed Areas. Areas of disturbance will be limited to the proposed work shown on the enclosed plan.
- F. Design Drawings and Specifications. For design drawings please refer to the enclosed plan. The following specifications will be utilized by the site contractor during construction of the project.



EROSION CONTROL PLAN SPECIFICATIONS

A. General

1. All work and measures will be as per the Maine Erosion and Sediment Control BMPs manual.
2. The following specifications will be employed.

B. Prior to Construction

1. Prior to beginning of construction, erosion and sedimentation controls shall be in place.

C. During Construction

1. Exposed soil surfaces will be treated immediately if they are to remain ungraded more than 30 days, or if they are at final grades.
2. Drainage ways, either designed or incidental, will have filter barriers installed.
3. All work and materials necessary to minimize sediment loss from the site will be provided.
4. All erosion control measures will be inspected and repaired after every rainfall greater than ½-inch and at least daily during rain events lasting longer than 24 hours.

D. Post Construction

1. Erosion control measures will be maintained until permanent soil stabilization has been achieved with a growth of vegetation greater than 90%.



SOIL PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 Description of Work

- A. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations. Undertake every reasonable precaution and do whatever is necessary to avoid erosion of soil and to prevent silting of wetland areas and drainage ditches.
- B. Provide measures to control dust caused whether on or off the project site.
- C. Deficiencies in erosion control measures indicated by failures or erosion will be corrected as soon as reasonably possible by providing additional measures or different techniques to correct the situation and prevent subsequent erosion.
- D. Exposure of soils on embankments, excavations, and graded areas will be kept as short as possible. Initiate seeding and other erosion control practices as soon as reasonably possible.

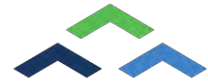
1.02 Quality Assurance

- A. Conform to all requirements of applicable Federal, State and local permits and conform to the recommendations of the Maine Erosion and Sediment Control BMPs (see Part B below) whether the measures are specifically noted herein, or not.
- B. Standards: Maine Erosion and Sediment Control BMPs Manual, hereinafter called Erosion Control Handbook.

PART 2 - PRODUCTS

2.01 Materials: Use the following materials to implement and construct erosion control measures.

- A. Hay Bale: Rectangular shaped bales of hay or straw weighting at least 40 pounds per bale; free from noxious weed seeds and rough or woody materials.
- B. Mulch: Type and use as specified by the Erosion Control Handbook



1. Long fibered hay or straw in dry condition and which are relatively free of weeds and foreign matter detrimental to plant life.
2. Mulch netting: Plastic or nylon mesh netting with approximate openings of ¼-inch to 1-inch.

C. Permanent Seeding: Cut and fill slopes and disturbed areas will be stabilized as follows:

1. Four inches of loam will be spread over disturbed areas and smoothed to a uniform surface.
2. In lieu of tests, agricultural limestone will be spread at the rate of three tons per acre. 10-20-20 fertilizer will follow at the rate of 800 lbs. per acre. These two soil additives will be incorporated into the soil prior to seeding.
3. Following seed bed preparation, back slopes will be seeded to a mixture of 83% creeping red fescue, and 17% rye grass. Seeding rate is 3 lbs. per 1,000 square feet. Lawn quality sod may be substituted for seed.
4. Hay mulch at the rate of 90 lbs. per 1,000 square feet of a hydro-application of asphalt, wood, or paper fiber will be applied following seeding. A suitable binder such as curason or terrtack will be used on hay mulch for wind control.
5. If final seeding of the disturbed areas is not completed by September 15th of the year of the construction, then on that date these areas will be graded and a cover crop of rye at the rate of 112 lbs/acre or 3 lbs/1,000 sq. ft. will be applied. The rye seeding will be preceded by an application of 3 tons of lime and 800 lbs. of 10-20-20 fertilizer or its equivalent and covered by a layer of jute mat to aide in stabilization.

PART 3 - EXECUTION

3.01 Construction

A. Hay Bales:

1. Install as directed by Erosion Control Handbook, and stake with required stakes.

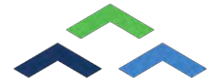


B. Mulch:

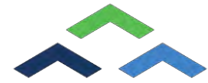
1. Undertake after each area has been properly prepared.
2. When seed for erosion control is sown prior to placing the mulch, place mulch on the seeded areas within 48 hours after seeding.
3. Blowing chopped mulch will be permitted.
4. Hay mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch.
5. Remove matted mulch or bunches.

C. Temporary Erosion Control Matting (where necessary):

1. Surface Preparation:
 - a. Conform to grades for slopes and ditches shown of the drawings.
 - b. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.
 - c. Loosen soil surface to permit bedding of the matting.
 - d. Unless otherwise directed, apply seed prior to placement.
2. Installation:
 - a. Place strips lengthwise in the direction of the flow of water.
 - b. Where strips are laid parallel or meet as in a tee, overlap at least four inches.
 - c. Overlap ends at least six inches in a shingle fashion.
 - d. The up-slope end of each strip of the matting will be turned down and buried to a depth of not less than six inches with the soil firmly tamped against it.
 - e. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least six inches vertically into the ground and tamp the same as up-slope ends.
 - f. Bury edges of matting around the edges of the catch basins and other structures.
 - g. Where determined by the Engineers, additional seed will be spread over matting, particularly at those locations disturbed by building the slots. Matting will then be pressed onto the ground with a light lawn roller or by other satisfactory means.



- h. Drive staples vertically into the ground flush with the surface.
 - i. On slopes flatter than 4:1, space staples not more than three feet and one row, alternately spaced, down the center.
 - j. On grades 4:1 or steeper, place in the same three rows, but spaced two feet apart.
 - k. On all overlapping or butting edges, double the number of staples, with the spacing halved; all ends of the matting and all required check slots will likewise have staples spaced every foot.
- D. Permanent Seeding:
- 1. Seed with appropriate seeds and application rates as noted in Section 2.01C.
 - 2. Mulch areas where seeding has been applied. Do not mulch seeded areas where matting will be immediately installed.
- E. Topsoil Storage:
- 1. Topsoil which is stockpiled on the site for use in loam applications will be placed out of natural drainages, in piles that have side slopes of 2:1 to 1.5:1.
 - 2. A trench (depth as required) will be constructed around the base of the pile to prevent eroding soil from washing into drainages.
- F. Dust Control: Utilize the application of sprinkled water to reduce the emission of airborne soil particulates from the Project site.
- G. Temporary Berms: Construct temporary barriers along the toe of embankments using side drains as necessary.
- H. Temporary Basins: Construct temporary sedimentation basins adequate to avoid siltation of surface water bodies.
- I. Other Temporary Measures:
- 1. Type and use will be as specified in the Erosion Control Handbook.
- J. Winter Stabilization Notes
- 1. At this time, it is not expected that significant soil disturbance will occur during winter months or periods of heavy icing. If construction is performed during



these times, the following construction practices will be followed.

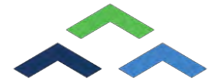
- a. All disturbed areas not stabilized with stone or other measures will have approved erosion control matting installed and be dormant seeded.
- b. No frozen soil material or material containing significant snow or ice will be used for fill material.
- c. All material stockpiles will have silt fence and/or hay bales installed downgradient of piles.
- d. Follow general erosion control notes described previously wherever possible and as conditions permit.

3.02 Maintenance

- A. Inspect erosion control practices immediately after each rainfall greater than ½-inch and at least daily during rainfall lasting longer than 24 hours or snowmelt for damage. Provide maintenance and make appropriate repairs or replacement.
- B. Remove silt from around hay bales when it has reached one foot above grade or prior to expected heavy runoff or siltation.
- C. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

3.03 Removal of Temporary Erosion Control

- A. Remove temporary materials and devices when permanent soil stabilization has been substantially achieved. For vegetated areas, substantially complete means 95% vegetated cover has been established.
- B. Level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.
- C. Remove unsuitable materials from site and dispose of in a lawful manner.

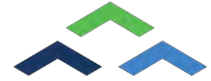


INSPECTION AND MAINTENANCE

The following Maintenance Plan will be employed for this facility. GCS Enterprises, LLC will be responsible for all maintenance. Erosion control measures for this site were designed by:

Sean Thies, P.E.
Haley Ward, Inc.
One Merchants Plaza
Bangor, Maine 04401
(207) 989-4824
sthies@haleyward.com

A Pre- and Post-Construction Maintenance Plan for the stormwater management system and erosion control measures are included in this section.



MAINTENANCE PLAN

The MDEP's Stormwater Management for Maine: Best Management Practices (2006), and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials' storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

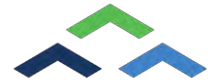
Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, Construction Inspection Log.

B. POST-CONSTRUCTION

The Owner or their assigns will be responsible for the inspection and maintenance of all stormwater management system components.

Inspection and Corrective Action

1. Vegetated Areas: Inspections and maintenance of vegetated areas will be performed early in the growing season or after significant rainfall to identify any erosion problems. Areas where erosion is evident will be covered with an appropriate lining, or erosive flows will be diverted to an area able to handle the flows. Any bare areas or areas with sparse growth will be replanted.



2. Ditches, Swales, and Culverts: Inspections and maintenance of ditches, culverts, and swales will be performed in the Spring, late Fall, and after rain events greater than 1-inch in depth to remove any obstructions to flow, to remove any accumulated sediments within the structures, and to repair any erosion of channel linings, check dams, inlet protection, or outlet protection. Vegetated ditches and swales must be mowed no more than twice per year and cut no less than 6-inch in height.
3. Inspection: shall be performed by an individual with experience and/or training on the maintenance and functions of these devices.
4. Documentation: A log will be kept summarizing the inspections, maintenance, and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, BMP Inspection Log.
5. Recertification requirement: Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
 - A. All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
 - B. All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.
 - C. The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.

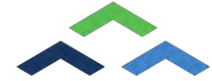


HOUSEKEEPING

1. Spill Prevention - During construction, controls will be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
2. Groundwater Protection - During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater will not be stored or handled in areas of the site draining to an infiltration area. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
3. Fugitive Sediment and Dust - Actions will be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil will not be used for dust control. Water will be used for dust control during construction.

Operations during wet months that cause mud to be tracked off the site onto public roads will provide sweeping of the road areas at least once per week and prior to significant storm events.

4. Debris and Other Materials - Litter, construction debris, and chemicals exposed to stormwater will be prevented from becoming a pollutant source. The nature of this development will not cause problems related to debris and other materials.
5. Trench or Foundation De-Watering - If de-watering is necessary, the collected water will be removed from the ponded area and spread through natural wooded buffers or discharged into a construction sedimentation basin. The water will not be allowed to flow over disturbed areas to the site.



KITTERY AROMA JOE'S

CONSTRUCTION INSPECTION LOG

Inspection Date	Inspector (Name and Qualifications)	Major Observations	Work Performed

Notes

- 1) Major Observations include the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.
- 2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name and qualifications of the person taking the corrective actions
- 3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
- 4) The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.



KITTERY AROMA JOE'S

BMP INSPECTION LOG

Date	Inspector (Name and Qualifications)	ID Number	BMP Structure	Work Performed	Comments

Notes

- 1) If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal.
- 2) BMP structures shall be numbered sequentially and located on attached site map.
- 3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
- 4) The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization.



INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
CULVERTS	Spring and late fall and after heavy rains	Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
		Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
CATCHBASINS	Annually in the spring	Repair any erosion damage at the culvert's inlet and outlet
		Remove sediments and debris from the bottom of the basin and inlet grates
ROADWAYS AND PARKING AREAS	Annually in the spring or as needed	Remove floating debris and oils (using oil absorptive pads) from any trap
		Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
RESOURCE AND TREATMENT BUFFERS	Annually in the spring	Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
		Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
WETPONDS AND DETENTION BASINS	Annually in fall and after heavy rains	Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
		Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
Replace any dislodged stone in riprap spillways		
FILTRATION AND INFILTRATION BASINS	Annually in the spring and late fall	Remove and dispose of accumulated sediments within the impoundment and forebay
		Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
		Till, seed and mulch the basin if vegetation is sparse
PROPRIETARY DEVICES	As specified by manufacturer	Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
		Contract with a third-party for inspection and maintenance
OTHER PRACTICES	As specified for devices	Follow the manufacturer's plan for cleaning of devices
		Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.



APPENDIX H

AGENCY CORRESPONDENCE

*Maine Natural Areas Program
Maine Department of Inland Fisheries and Wildlife
Maine Historic Preservation Commission*



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

FORMERLY:  CES INC

August 17, 2021

Maine Historic Preservation Commission
Attn: Ms. Megan Rideout
55 Capitol Street
65 State House Station
Augusta, ME 04333-0065
Megan.M.Rideout@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Ms. Rideout:

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if any historical sites of concern are located within the project area. A photolog showing existing structures within the vicinity of the project area has been provided. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

Thank you for your assistance in this matter.

Sincerely,
Haley Ward, Inc.



Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.



Untitled Map

Write a description for your map.

Legend

PHOTO #1

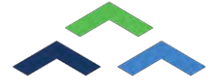
PROJECT AREA

PHOTO #2

PHOTO #4

PHOTO #3

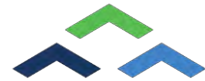




GCS ENTERPRISES LLC
KITTERY AROMA JOE'S

Photo No. 1	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

Photo No. 2	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	



GCS ENTERPRISES LLC
KITTERY AROMA JOE'S

Photo No. 3	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

Photo No. 4	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

FORMERLY:
CES INC

August 17, 2021

Maine Natural Areas Program
Attn: Ms. Lisa St. Hilaire, Information Manager
177 State House Station
Augusta, ME 04333-177
Lisa.St.Hilaire@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Ms. St. Hilaire,

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if there are any potential unusual natural areas located at the site or in the immediate surroundings. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

Thank you for your assistance in this matter.

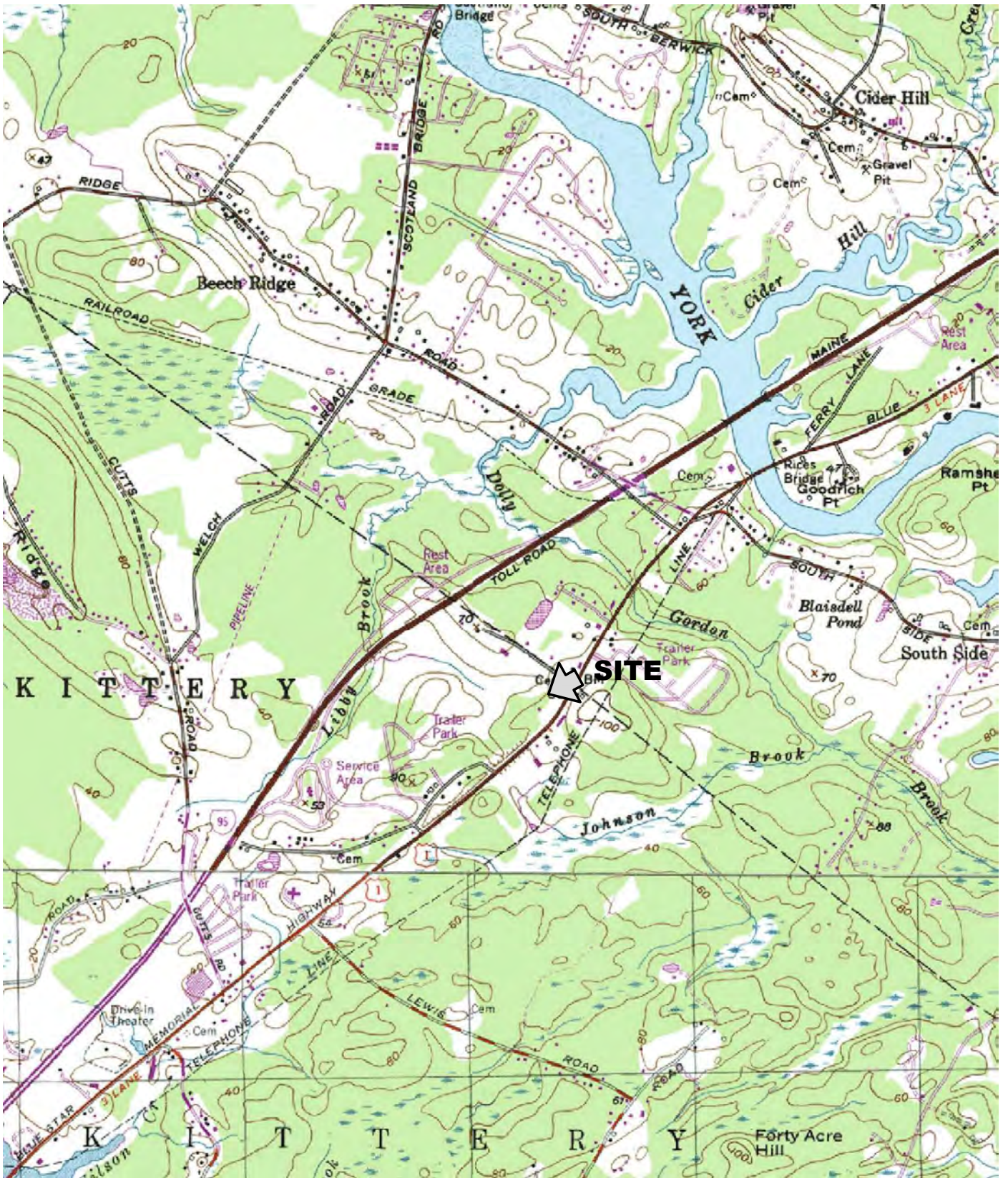
Sincerely,
Haley Ward, Inc.



Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.





SOURCE:
 U.S.G.S. TOPOGRAPHIC QUADRANGLE
 YORK HARBOR
 @ 1:24,000



HALEY WARD
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**AROMA JOE'S
 ROUTE 1, KITTERY, MAINE
 LOCATION MAP**

2021.07.27
 13522.001



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

FORMERLY:  CES INC

August 17, 2021

Maine Department of Inland Fisheries and Wildlife
Attn: Mr. John Perry
284 State Street
Augusta, ME 04333-0041
IFWEnvironmentalreview@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Mr. Perry:

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if there are any potential impacts to fisheries or wildlife habitats located at the site or in the immediate surroundings. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

Thank you for your assistance in this matter.

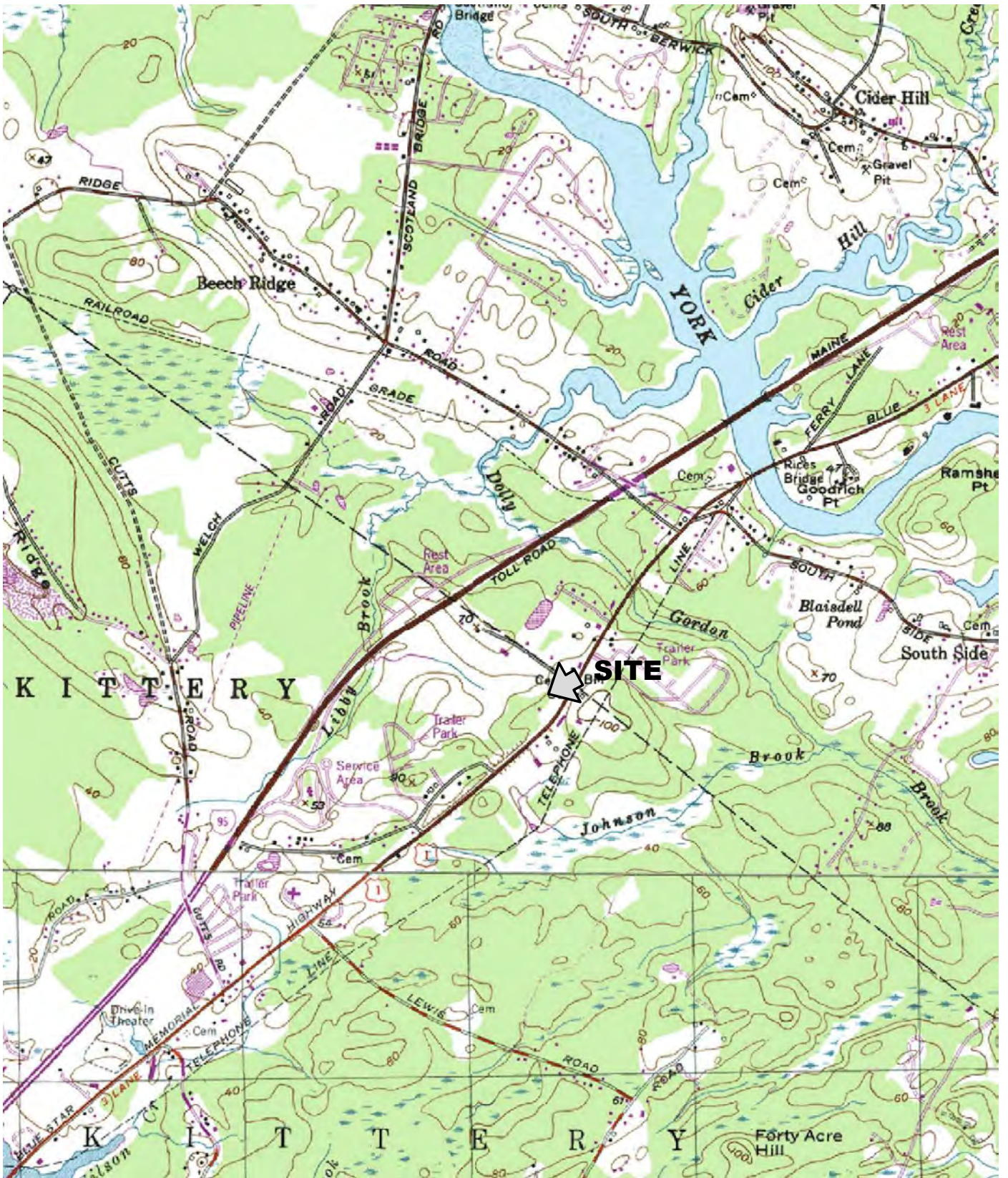
Sincerely,
Haley Ward, Inc.



Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.





SOURCE:
 U.S.G.S. TOPOGRAPHIC QUADRANGLE
 YORK HARBOR
 @ 1:24,000



AROMA JOE'S
ROUTE 1, KITTERY, MAINE
LOCATION MAP

2021.07.27
 13522.001



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 17, 2021

Drew Olehowski
Haley Ward
One Merchants Plaza, Suite 701
Bangor, ME 04401

Via email: dolehowski@haleyward.com

Re: Rare and exemplary botanical features in proximity to: #13522.001, GCS Enterprises LLC Aroma Joe's Restaurant, Kittery, Maine

Dear Mr. Olehowski:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received August 17, 2021 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Kittery, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

Letter to Haley Ward
Comments RE: Aroma Joe's, Kittery
August 17, 2021
Page 2 of 2

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

Lisa St. Hilaire

Lisa St. Hilaire | Information Manager | Maine Natural Areas Program
207-287-8044 | lisa.st.hilaire@maine.gov

Rare and Exemplary Botanical Features within 4 miles of Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Allegheny Vine						
	E	S1	G4	2013-10-08	15	Rocky summits and outcrops (non-forested, upland), Dry barrens (partly forested, upland)
American Sea-blite						
	T	S2	G5	1905-08-18	6	Tidal wetland (non-forested, wetland)
	T	S2	G5	2014-07-30	11	Tidal wetland (non-forested, wetland)
Awned Sedge						
	T	S1	G5	2017-07-30	3	Coastal non-tidal wetland (non-forested, wetland)
Beach Plum						
	E	S1	G4	1941-09-05	16	Rocky coastal (non-forested, upland)
Bitternut Hickory						
	E	S1	G5	1995-02-02	1	Hardwood to mixed forest (forest, upland)
Blunt Mountain-mint						
	PE	SH	G5	1916-08-09	3	Hardwood to mixed forest (forest, upland)
Bottlebrush Grass						
	SC	S3	G5	2018-07-13	28	Hardwood to mixed forest (forest, upland)
Bulbous Bitter-cress						
	SC	S1	G5	2013-05-31	1	Forested Wetland
Central Hardwoods Oak Forest Ecosystem						
	<null>	S3	GNR	2015-08-12	1	<null>
Coast-blite Goosefoot						
	PE	SH	G5	1992-08-10	5	Tidal wetland (non-forested, wetland)
Coastal Dune-marsh Ecosystem						
	<null>	S3	GNR	2014-07-30	2	Tidal wetland (non-forested, wetland), Rocky coastal (non-forested,

Rare and Exemplary Botanical Features within 4 miles of
 Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Dune Grassland	<null>	S2	G4?	1992-08-10	4	upland) Rocky coastal (non-forested, upland)
Dwarf Glasswort	SC	S1	G5	2001-09-12	7	Tidal wetland (non-forested, wetland)
	SC	S1	G5	1905-08-18	1	Tidal wetland (non-forested, wetland)
	SC	S1	G5	2000-08-08	6	Tidal wetland (non-forested, wetland)
Eaton's Bur-marigold	SC	S2	G3	2011-09-06	28	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold	SC	S3	G4	1936-07	10	Tidal wetland (non-forested, wetland)
Featherfoil	T	S1	G4	2016-06-08	10	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-06-21	13	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-05	12	Open water (non-forested, wetland),Forested wetland
Low Sedge Fen	<null>	S3	GNR	2013-06-28	18	Open wetland, not coastal nor rivershore (non-forested, wetland),Coastal non-tidal wetland (non-forested, wetland)
Mountain-laurel	SC	S2	G5	1993	29	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Mudwort	SC	S3	G5	1984-08-21	6	Tidal wetland (non-forested, wetland)
Northern Blazing Star	T	S1	G5?T3	1922	7	Dry barrens (partly forested, upland)

Rare and Exemplary Botanical Features within 4 miles of
 Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Northern Wild Comfrey						
	E	S1	G5T4T5	2011-05-10	12	Forested wetland,Hardwood to mixed forest (forest, upland)
Oak - Hickory Forest						
	<null>	S1	G4G5	2013-06-28	2	Hardwood to mixed forest (forest, upland)
	<null>	S1	G4G5	2013-06-25	1	Hardwood to mixed forest (forest, upland)
Oak - Northern Hardwoods Forest						
	<null>	S5	GNR	2002-10-22	17	Hardwood to mixed forest (forest, upland)
Pale Green Orchis						
	SC	S2	G4?T4Q	1916-08-19	25	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2003-10-10	44	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2010-07-07	33	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2008-06-14	43	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
Pocket Swamp						
	<null>	S2	G5	2013-05-31	22	Forested wetland,Hardwood to mixed forest (forest, upland)
Rue-anemone						
	E	S1	G5	2003-05-23	2	Hardwood to mixed forest (forest, upland)
Salt-hay Saltmarsh						
	<null>	S3	G5	2010-07-07	19	Tidal wetland (non-forested, wetland)
	<null>	S3	G5	2014-07-30	7	Tidal wetland (non-forested, wetland)
Saltmarsh False-foxglove						
	SC	S3	G5	1982	11	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	25	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features within 4 miles of
 Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	1960	4	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	38	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	37	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	26	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2010-10-22	19	Tidal wetland (non-forested, wetland)
Sassafras						
	SC	S2	G5	1991-08-01	5	Hardwood to mixed forest (forest, upland), Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1916-08-11	12	Hardwood to mixed forest (forest, upland), Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1905-08-18	11	Hardwood to mixed forest (forest, upland), Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	2009-09-10	27	Hardwood to mixed forest (forest, upland), Old field/roadside (non-forested, wetland or upland)
Scarlet Oak						
	E	S1	G5	2006-08-02	7	Hardwood to mixed forest (forest, upland)
Sharp-lobed Hepatica						
	PE	SX	G5T5	1896-08-18	2	Hardwood to mixed forest (forest, upland)
Slender Knotweed						
	PE	SH	G5	1896-08-26	2	Dry barrens (partly forested, upland)
Spicebush						
	SC	S3	G5	2006-08-03	2	Forested wetland
	SC	S3	G5	2002-10-22	25	Forested wetland
	SC	S3	G5	2008-06-14	26	Forested wetland
	SC	S3	G5	2009-07-11	28	Forested wetland

Rare and Exemplary Botanical Features within 4 miles of
 Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	2009-07-14	20	Forested wetland
	SC	S3	G5	2001-07-20	19	Forested wetland
	SC	S3	G5	2002-04-02	24	Forested wetland
	SC	S3	G5	2020-10-08	38	Forested wetland
Spongy-leaved Arrowhead						
	SC	S3	G5T4	2006-08-21	10	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2006-09-20	9	Tidal wetland (non-forested, wetland)
Spotted Wintergreen						
	T	S2	G5	2000	21	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2013-05-22	35	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2015-10-17	23	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2003-11	22	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Stout Smartweed						
	PE	SH	G4G5	1978-08-29	1	<null>
Swamp White Oak						
	T	S1	G5	1989-04	7	Forested wetland
Sweet Pepper-bush						
	SC	S2	G5	1997-06-24	20	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2008-08-12	22	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2006-07-31	3	Hardwood to mixed forest (forest, upland),Forested wetland
Tall Beak-rush						
	E	S1	G4	1938-09-08	1	Open wetland, not coastal nor rivershore (non-forested, wetland)
Tidal Marsh Estuary Ecosystem						

Rare and Exemplary Botanical Features within 4 miles of
 Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	<null>	S3	GNR	2009	5	Tidal wetland (non-forested, wetland)
Upright Bindweed						
	T	S2	G4G5	2010-07-07	15	Dry barrens (partly forested, upland), Old field/roadside (non-forested, wetland or upland)
Water-plantain Spearwort						
	PE	SH	G4	1907-07-08	4	Open water (non-forested, wetland)
	PE	SH	G4	1887-09-08	6	Open water (non-forested, wetland)
Water Pimpernel						
	SC	S3	G5T5	2006-09-20	30	Tidal wetland (non-forested, wetland)
White-topped Aster						
	E	S1	G5	1891	3	Dry barrens (partly forested, upland)
White Oak - Red Oak Forest						
	<null>	S3	GNR	1995-07-27	3	Hardwood to mixed forest (forest, upland)
	<null>	S3	GNR	2012-06-06	11	Hardwood to mixed forest (forest, upland)
White Vervain						
	SC	S1?	G5	1905-08	1	Hardwood to mixed forest (forest, upland), Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S1?	G5	1887-08-25	4	Hardwood to mixed forest (forest, upland), Open wetland, not coastal nor rivershore (non-forested, wetland)
Wild Coffee						
	E	S1	G5	1961-07-25	6	Non-tidal rivershore (non-forested, seasonally wet), Hardwood to mixed forest (forest, upland)
	E	S1	G5	2018-07-13	1	Non-tidal rivershore (non-forested, seasonally wet), Hardwood to mixed forest (forest, upland)
Wild Garlic						
	SC	S2	G5	1983	9	Forested wetland, Hardwood to mixed forest (forest, upland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S2	G5	1990-07-31	19	Forested wetland,Hardwood to mixed forest (forest, upland)

Conservation Status Ranks

State and Global Ranks: This ranking system facilitates a quick assessment of a species' or habitat type's rarity and is the primary tool used to develop conservation, protection, and restoration priorities for individual species and natural habitat types. Each species or habitat is assigned both a state (S) and global (G) rank on a scale of 1 to 5. Factors such as range extent, the number of occurrences, intensity of threats, etc., contribute to the assignment of state and global ranks. The definitions for state and global ranks are comparable but applied at different geographic scales; something that is state imperiled may be globally secure.

The information supporting these ranks is developed and maintained by the Maine Natural Areas Program (state ranks) and NatureServe (global ranks).

Rank	Definition
S1 G1	Critically Imperiled – At very high risk of extinction or elimination due to very restricted range, very few populations or occurrences, very steep declines, very severe threats, or other factors.
S2 G2	Imperiled – At high risk of extinction or elimination due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors.
S3 G3	Vulnerable – At moderate risk of extinction or elimination due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.
S4 G4	Apparently Secure – At fairly low risk of extinction or elimination due to an extensive range and/or many populations or occurrences, but with possible cause for some concern as a result of local recent declines, threats, or other factors.
S5 G5	Secure – At very low risk of extinction or elimination due to a very extensive range, abundant populations or occurrences, and little to no concern from declines or threats.
SX GX	Presumed Extinct – Not located despite intensive searches and virtually no likelihood of rediscovery.
SH GH	Possibly Extinct – Known from only historical occurrences but still some hope of rediscovery.
S#S# G#G#	Range Rank – A numeric range rank (e.g., S2S3 or S1S3) is used to indicate any range of uncertainty about the status of the species or ecosystem.
SU GU	Unrankable – Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.
GNR SNR	Unranked – Global or subnational conservation status not yet assessed.
SNA GNA	Not Applicable – A conservation status rank is not applicable because the species or ecosystem is not a suitable target for conservation activities (e.g., non-native species or ecosystems).
Qualifier	Definition
S#? G#?	Inexact Numeric Rank – Denotes inexact numeric rank.
Q	Questionable taxonomy that may reduce conservation priority – Distinctiveness of this entity as a taxon or ecosystem type at the current level is questionable. The “Q” modifier is only used at a global level.
T#	Infraspecific Taxon (trinomial) – The status of infraspecific taxa (subspecies or varieties) are indicated by a "T-rank" following the species' global rank.

State Status: Endangered and Threatened are legal status designations authorized by statute. Please refer to MRSA Title 12, §544 and §544-B.

Status	Definition
E	Endangered – Any native plant species in danger of extinction throughout all or a significant portion of its range within the State or Federally listed as Endangered.
T	Threatened – Any native plant species likely to become endangered within the foreseeable future throughout all or a significant portion of its range in the State or Federally listed as Threatened.
SC	Special Concern – A native plant species that is rare in the State, but not rare enough to be considered Threatened or Endangered.
PE	Potentially Extirpated – A native plant species that has not been documented in the State in over 20 years, or loss of the last known occurrence.

Element Occurrence (EO) Ranks: Quality assessments that designate viability of a population or integrity of habitat. These ranks are based on size, condition, and landscape context. Range ranks (e.g., AB, BC) and uncertainty ranks (e.g., B?) are allowed. The Maine Natural Areas Program tracks all occurrences of rare plants and natural communities/ecosystems (S1-S3) as well as exemplary common natural community types (S4-S5 with EO ranks A/B).

Rank	Definition
A	Excellent – Excellent estimated viability/ecological integrity.
B	Good – Good estimated viability/ecological integrity.
C	Fair – Fair estimated viability/ecological integrity.
D	Poor – Poor estimated viability/ecological integrity.
E	Extant – Verified extant, but viability/ecological integrity not assessed.
H	Historical – Lack of field information within past 20 years verifying continued existence of the occurrence, but not enough to document extirpation.
X	Extirpated – Documented loss of population/destruction of habitat.
U	Unrankable – Occurrence unable to be ranked due to lack of sufficient information (e.g., possible mistaken identification).
NR	Not Ranked – An occurrence rank has not been assigned.

Visit the Maine Natural Areas Program website for more information
<http://www.maine.gov/dacf/mnap>





APPENDIX I
FINANCIAL CAPACITY



APPENDIX J
TECHNICAL ABILITY
Haley Ward Resumes



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

Sean M. Thies, PE

Senior Project Manager

sthies@haleyward.com | 207.989.4824

Sean Thies has over 20 years of civil engineering experience, which includes site design, roadway design, and permitting. Sean's experience includes working with private developers, municipalities, housing authorities, and universities. As a Senior Project Manager, Sean manages a wide variety of projects including road construction/reconstruction projects for municipalities, site development projects for medical facilities, retail facilities, banks, restaurants, offices, and ports to name a few. Additionally, he has managed several projects for affordable senior and family housing. Sean has also managed and designed commercial and residential subdivisions. Sean is experienced in permitting with the Maine Department of Environmental Protection, Land Use Planning Commission, Army Corps of Engineers, and many municipalities throughout the State of Maine. Sean's areas of permitting expertise are in site development, stormwater, and natural resources.

PROFESSIONAL HISTORY

2014 – Present
Haley Ward, Inc., formerly CES, Inc.
Senior Project Manager

2007 – 2014
CES, Inc.
Project Manager

2002 – 2007
CES, Inc.
Project Engineer

1999 – 2002
CES, Inc.
Assistant Project Engineer



CORE EXPERTISE:

*Site Development
Stormwater Design
MDEP Permitting
Road & Infrastructure
Design*

EDUCATION:

*B.S. (1996) Civil Engineering,
University of Maine, Orono*

REGISTRATIONS:

*MDOT Local Project
Administrator, Level II
Standard First Aid & CPR*



PROJECT EXPERIENCE

RH Foster - Freshies | Various Locations

As project manager, Sean has overseen the concept planning, site design, and local permitting for more than ten sites for RH Foster. The work at each site varies from concept planning for future development to site design for the redevelopment of an existing convenience store/gas station as RH Foster has been rebranding their store to "Freshies". Many of the site have included redesign of the site layout and access. Upon completion for the redesign, Sean has overseen the preparation of local permit applications and presented to municipal planning boards for approval. Typical services have included: site survey; concept layouts; site layout and grading; site lighting; and local permitting.

Krispy Kreme | Auburn, Maine

As project manager, Sean provided the site design and City permitting for the new Krispy Kreme located on Center Street in Auburn. The proposed development included a small strip mall with the anchor tenant being Krispy Kreme. The site was previously developed with a combination of commercial and residential properties. The existing facilities were demolished to accommodate the proposed development. Sean managed CES' effort for demolition surveys, site survey, site design, and site plan permitting with the City of Auburn.

Hampshire Street Housing Project | Auburn, Maine

Sean served as the project manager for the site design and City permitting for a 53 unit affordable housing project located on the corner of Hampshire Street and Troy Street in Auburn. The project included 53 housing units in one 3-story building. The project was developed on property owned by the City of Auburn. The project included the City abandonment of Troy Street so that the street right-of-way could be incorporated into the project boundary. In addition to the City property, the development also obtained an option agreement to purchase adjacent land for Pan Am Railways. CES' services included site survey, site design, and City planning board approval.

Park Street Retaining Wall | Bangor, Maine

CES teamed with Sargent Corp. for the design-build of the Park Street retaining wall stabilization for the City of Bangor. The project included the stabilization of an existing retaining wall that separates Park Street from City Hall and provides the structural integrity of Park Street. The existing failing wall ranged in height from 8 to 22 feet tall and supported Park Street located behind City Hall. As part of this project, the City wanted to improve the staff parking lot adjacent to the wall and building. Sean oversaw the site design for improvements to the parking lot and drainage. The site plan was submitted to the City for planning board approval. Sean worked directly with City staff to incorporate their desired improvements and recommendations in the site design for what has ended up being a great improvement to the staff parking area.



Eastern Maine Healthcare | Brewer, Maine

As project engineer, Sean provided the site design and SLODA and NRPA permitting for a 500,000- square foot professional office complex on a 126-acre lot in Brewer, Maine. This work involved the design of a new intersection onto Wilson Street (U.S. Route 1A), a 1,000-foot access road complete with all utilities, and approximately 24 acres of parking lot. This project also involved interior roadway design, sanitary sewer, water, surface and subsurface drainage, underground electric and fiber-optic telephone utilities, and a stormwater detention/treatment system.

University of Maine | Parking Lots | Orono, Maine

Sean has assisted in the Permitting and design as well construction observation on four parking lots at the University of Maine. These lots ranged in size from 90 spaces to 360 spaces. Projects included developing surface and subsurface drainage systems for each lot and connecting these systems into the existing drainage system of the University. CES was also responsible for providing lighting designs to meet the University's requirements. One project included the construction of a detention pond and treatment system to control runoff quality and quantity. Other responsibilities have included providing existing conditions surveys, developing conceptual plans, reviewing conceptual plans with the University and selecting a design, permitting the project with the MDEP, providing final design plans and specifications, putting the project out to bid, contractor selection, construction observation, and contract administration.

Leonard Lake Senior Housing | Ellsworth, Maine

As the Project Manager/Senior Project Engineer, Sean provided site design and permitting for a 26-unit senior housing facility located in Ellsworth, Maine. The proposed project was developed by Penquis Housing for low income senior citizens. The project included one 12,000 square foot two story building with associated parking and access. CES provided site design including parking, vehicle and pedestrian access, utilities, stormwater, and retaining wall design. The project required Site Plan and Subdivision review by the City of Ellsworth along with a MDEP Storm Water Permit-by-Rule application. The project is currently under construction and scheduled for completion this summer.

Brewer Housing Authority Community Center | Brewer, Maine

As the Project Manager/Senior Project Engineer, Sean provided site design and permitting for a proposed 12,000 square foot community center building for the Brewer Housing Authority in Brewer, Maine. The proposed building included adult education classrooms as well as daycare facilities. CES provided site design including: parking, pedestrian access, utilities, and stormwater management design services. The proposed project required Site Development permitting through the City of Brewer along with an amendment to the Housing Authority's existing MDEP Site Location of Development Permit. The site design was required to meet all MDEP requirements



pertaining to stormwater management. The project was successfully completed in the fall of 2013.

Miscellaneous Projects for Husson University | Bangor, Maine

Sean was involved in preparing an after-the-fact Site Location of Development Application (SLODA) for Husson University to permit completed and planned projects at that time. Since this was completed, Sean has been involved in the design and permitting of additional parking lots for Husson as well as the design and permitting for a new entrance road to the University.

University of Maine Bike Paths | Orono, Maine

CES was hired by the University of Maine (UMaine) to provide design and permitting services for the construction of a 0.5-mile extension of the existing bike path system as well as the reconstruction of the existing bike paths that were constructed in the 1970's. Sean served as the Project Manager for both of these projects. Tasks included: survey, MDEP permitting, Army Corps of Engineers Permitting, design, and assisting UMaine with the MDOT LPA process. Both of these projects were funded by the MDOT and locally administered by UMaine. Due to limited funds, the existing bike paths were evaluated to determine what level of reconstruction should be done on each section depending on the conditions of those sections. We were able to work well with UMaine and the contractors to complete two very successful projects that the owner is very happy with.

Veteran's Park | Milo, Maine

Sean served as the project manager for the design of Veteran's Park for the Town of Milo. The Town hired CES to design a park area along the shores of the Sebec River. The project included improvements to an existing boat ramp facility, parking area improvements, and walkways connecting the existing park gazebo area to the Main Street sidewalks. CES provided survey, design services, and construction administration and inspection. Since the project included improvements to the Main Street sidewalk, coordination with MDOT was also required. The project was funded with CDBG money and CES provided the grant administration.

Dirigo Drive | Brewer, Maine

Sean served as Project Engineer and assisted the task of designing 7,700 feet of new roadway to alleviate traffic congestion on Wilson Street in Brewer, Maine. This road, known during construction as the Parallel Road, runs alongside Wilson Street on the north and Interstate 395 on the south. Sean was involved with the right-of-way, roadway design, storm and sanitary sewer design, permitting, and construction monitoring for the entire project.



The Pines Neighborhood Infrastructure Project | Millinocket, Maine

CES, Inc. worked with the Town and Aqua Maine (the Town's water service provider) on a neighborhood scale infrastructure improvement project in the "Pines" neighborhood. As Project Manager, Sean was directly involved with the replacement of sanitary sewer lines, water lines, storm drain, and the reconstruction and repaving of all affected roadways.

Brewer Economic Development Corporation (BEDC), Dirigo Drive Subdivision and Shapero Lot Subdivision | Brewer, Maine

Sean designed and permitted two commercial subdivisions on Dirigo Drive in the City of Brewer. The two subdivisions created 12 lots for development in the newly created Professional Business District in the City. Work included City and State permitting as well as lot layout. Lots were generally accessed from Dirigo Drive, which was also designed and built as a separate project.

Miscellaneous Permitting for the University of Maine

Sean was involved in preparing an after-the-fact Site Location of Development Application (SLODA) for the University of Maine (UMaine) to permit completed and planned projects at that time. Since this permit was issued by MDEP, Sean has helped prepare more than 35 minor modifications, minor amendments, and amendments to the original permit. Projects have included parking lots, building additions, new building construction, sidewalk construction, and many other miscellaneous projects. Through these permitting projects, CES, Inc. has completed stormwater management plans to control the runoff from the campus. All new projects done on campus that create impervious surface are required to modify the original SLODA permit. Sean worked on a stormwater management plan for the entire UMaine campus to address drainage issues that are a concern to both UMaine and MDEP.



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

Drew Olehowski, PE

Civil Engineer

dolehowski@haleyward.com | 207.989.4824

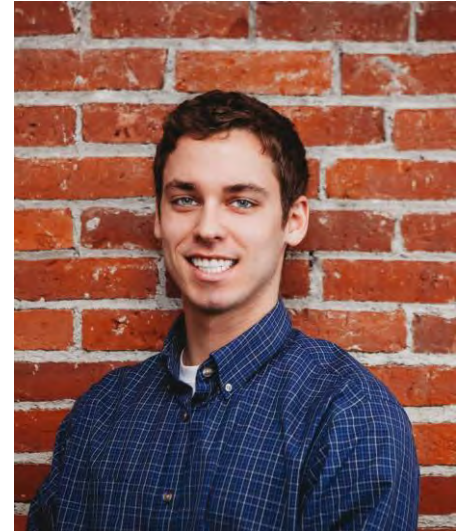
Drew Olehowski has a Master of Engineering Degree in Environmental Engineering from Rensselaer Polytechnic Institute. Drew has taken several courses in waste water treatment, water resources, hydraulics, remediation of hazardous contaminants, and hydrology. Drew has been involved with the remediation process involving contaminated groundwater found in Hoosick Falls, NY. Drew has had the opportunity to work with the Maine Department of Transportation (MDOT), focusing on storm water management system design. He has experience with ArcGIS Software and HydroCAD, and has some limited exposure to flood plain surveying/mapping, stream monitoring, and data collection. In his three years at Haley Ward, Drew has worked on many site civil projects. Work on these projects has consisted of permitting, design, and construction inspection and administration.

PROFESSIONAL HISTORY

2017 – Present
Haley Ward, Inc., formerly CES, Inc.
Civil Engineer

Summer 2016
United States Geological Survey
Student Trainee

Summer 2015
Maine Department of Transportation, Environmental Unit
Internship



CORE EXPERTISE:

Water Resources

Hydrology

Wastewater Treatment

Construction Inspection and Administration

ArcGIS

EDUCATION:

*Master of Engineering,
Environmental Engineering
(2017) Rensselaer
Polytechnic Institute, Troy, NY*

*B.S. Environmental
Engineering (2017),
Rensselaer Polytechnic
Institute, Troy, NY*

REGISTRATION:

*Maine PE License #16372
exp 12/31/21*



PROJECT EXPERIENCE

Capstone Project | Hoosick Falls, New York

Drew was responsible for the design of a two-tank carbon adsorption system to be used in the remediation of PFOA contaminated groundwater in Hoosick Falls, New York. This project included sizing of different system components, estimating quantities of filter material necessary to treat water to usable levels, as well as sensitivity analysis to generate cost models. This project was conducted as a Capstone Project while attending Rensselaer Polytechnic Institute in Troy, New York.

Atlantic Salmon Stream Crossing | Woodville, Maine

Drew was responsible for the design and construction administration and inspection of a stream crossing in Woodville, Maine. The project consisted of the implementation of a box culvert that meets the requirement of maintaining the natural migratory route for the endangered Atlantic Salmon. Drew's tasks for this project included stream surveys for fish passage assessment and culvert design, as well as basic regression hydrology for culvert and bridge sizing. His responsibilities also included general task planning and management, field work, data reduction, analysis, and construction inspection and reporting.

Construction Inspection and Administration | Mount Desert Island, Maine

Drew was responsible for the construction inspection and administration of the Sylvan City Drainage project in Northeast Harbor, Maine during the Summer of 2018. This project consisted of the implementation of a full stormwater management system for a residential neighborhood. Tasks for this role included documentation of all daily construction activities, establishing communication with the project owner, local residents, and project engineer, and resolving any issues that would arise amongst the above parties. Drew was also responsible for various construction administration items, including change orders, submittals, and cost/quantity estimates.

United States Geological Survey | Merrimack and Charles Rivers

Drew was responsible for FEMA floodplain surveying and mapping while working as an intern at the United States Geological Survey in the Summer of 2016. This project consisted of the surveying of major waterbodies in the Merrimack and Charles watersheds, and the application of this data to floodplain modeling software (HEC-RAS).

Construction Inspection and Administration | Rumford, Maine

Drew was responsible for the construction inspection and administration of the Rumford Downtown Infrastructure Improvements project in Rumford, Maine from April 2020 to July 2020. This project consisted of a complete rebuild of all utilities (sewer, water, drainage, underground electric), roadways, and sidewalks in the downtown area. Tasks for this role included documentation of daily construction activities (work tasks completed, material quantities stored/installed, photologs,) establishing



communication with the project owner, local residents, and project engineer, and resolving any issues that would arise amongst the above parties. Drew was also responsible for various construction administration items, including change orders, submittals, and cost/quantity estimates.

SWEB Wind Farm Design and Permitting | Clifton, Maine

Drew was responsible for the design and permitting of a 163-acre wind farm in Clifton, Maine. The project design included access road and tower site layout, and stormwater management. Drew was also responsible for preparing the project's Maine Department of Environmental Protection Site Location of Development permit application.

Solar Farm Design and Permitting | Various Maine Locations

Drew was responsible for the design and permitting of several Solar Farm projects throughout Maine, including in Saco, Augusta, Topsham, Surry, Winthrop, and Turner. Project designs focused on stormwater management, access road layout, solar panel layout, and natural resource protection. Drew was also responsible for preparing permit applications for these solar projects, including local (Site Plan Review) and State (Maine Department of Environmental Protection Stormwater Permit-by-rule, Site Location of Development, Natural Resources Protection Act Permit-by-rule) applications.

T2R9 Training Site Road Design

Drew was responsible for the design of a roadway in one of Maine's unorganized territories (T2R9). This project consisted of the design of a 1-mile long roadway that provided accessibility to a Department of Defense training site. The road design included horizontal and vertical alignment in an undeveloped area and was required to meet the needs of both the client and various natural resource protection agencies.



APPENDIX K

DRAWINGS

C101 Proposed Site Plan
C102 Proposed Lighting Plan
C501 Details
C502 Details
C701 Pre-Development Hydrology Plan
C702 Post-Development Hydrology Plan

LANDSCAPING SCHEDULE

QUANTITY	TYPE	SPECIES	COMMON NAME	SIZE
2	TREE	ACER SACCHARUM	SUGAR MAPLE	12' HEIGHT, 2.5" CALIPER
4	TREE	ACER RUBRUM	RED MAPLE	12' HEIGHT, 2.5" CALIPER
2	TREE	BETULA NIGRA	RIVER BIRCH	12' HEIGHT, 2.5" CALIPER
5	SHRUB	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	2'-3' HIGH
5	SHRUB	MYRICA PENNSYLVANICA	BAYBERRY	2'-3' HIGH
11	SHRUB	ILEX VERTICILLATA	WINTERBERRY	2'-3' HIGH
5	SHRUB	FORSYTHIA 'SUNRISE'	SUNRISE FORSYTHIA	2'-3' HIGH
9	PERENNIAL	HEMEROCALLIS SPECIES	DAY LILLY	#2 POT

		SITE DEVELOPMENT DATA	
		ALLOWED	PROPOSED
TAX MAP:	66 LOT: 26	MINIMUM FRONT YARD	30' 30'
OWNER:	LYNCH, CHARLES S 13 POCAHONTAS ROAD KITTEERY POINT, ME 03905-5300	MINIMUM SIDE / REAR YARD	30' 100'
		MINIMUM LOT SIZE	200,000 SF 13.8 ACRES
		MAXIMUM IMPERVIOUS COVERAGE	N/A N/A
LOT SIZE:	13.8 ACRES	MINIMUM STREET FRONTAGE	250' 500'
ZONE:	MIXED USE (MU)	MAXIMUM BUILDING HEIGHT	40' 18'
		PROJECT AREA:	1.0 acres
APPLICANT:	GCS ENTERPRISES LLC 352 WARREN AVE PORTLAND, ME 04103	NEW IMPERVIOUS AREA:	NET IMPERVIOUS AREA REDUCED
		SITE DISTANCE	
		SITE DISTANCE LOOKING SOUTH	450' 700'
		SITE DISTANCE LOOKING WEST	450' 1000'+
ENGINEER:	HALEY WARD (FORMERLY CES, INC.) ATTN: SEAN THIES, PE ONE MERCHANTS PLAZA, SUITE 701 BANGOR, MAINE 04401	NOTES:	
		1. THERE ARE NO PROPOSED SOIL DISTURBANCES TO WETLANDS OR VERNAL POOLS.	
		2. PARKING: THIS IS A DRIVE-THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE-PARKING HAS BEEN PROPOSED.	

OVERALL PLAN INSET
SCALE: 1"=200'

LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
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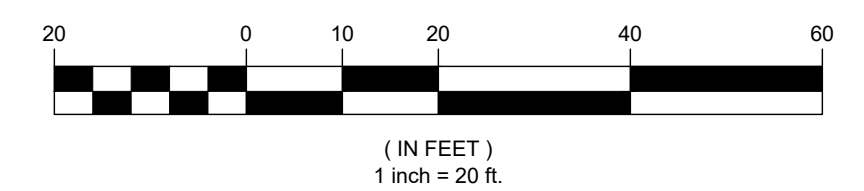
LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
BENCHMARK	⊕	⊕
MANHOLE	⊙	⊙
UTILITY POLE	⊙	⊙
CATCH BASIN	⊙	⊙
HYDRANT	⊙	⊙
EDGE OF GRAVEL	---	---
EDGE OF PAVEMENT	---	---
MAJOR FOOT CONTOUR	---100---	---100---
MINOR FOOT CONTOUR	---98---	---98---
STORM DRAIN	---	---
SANITARY SEWER	---	---
OVERHEAD UTILITIES	---	---
UNDERGROUND UTILITIES	---	---
WETLAND BOUNDARY	---	---
SILT FENCE	---	---
PAVED SURFACE	---	---
SITE LIGHTING	---	---

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.
2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE



REV.	DATE	DESCRIPTION	BY	CHK.
DRAWING ISSUE STATUS				

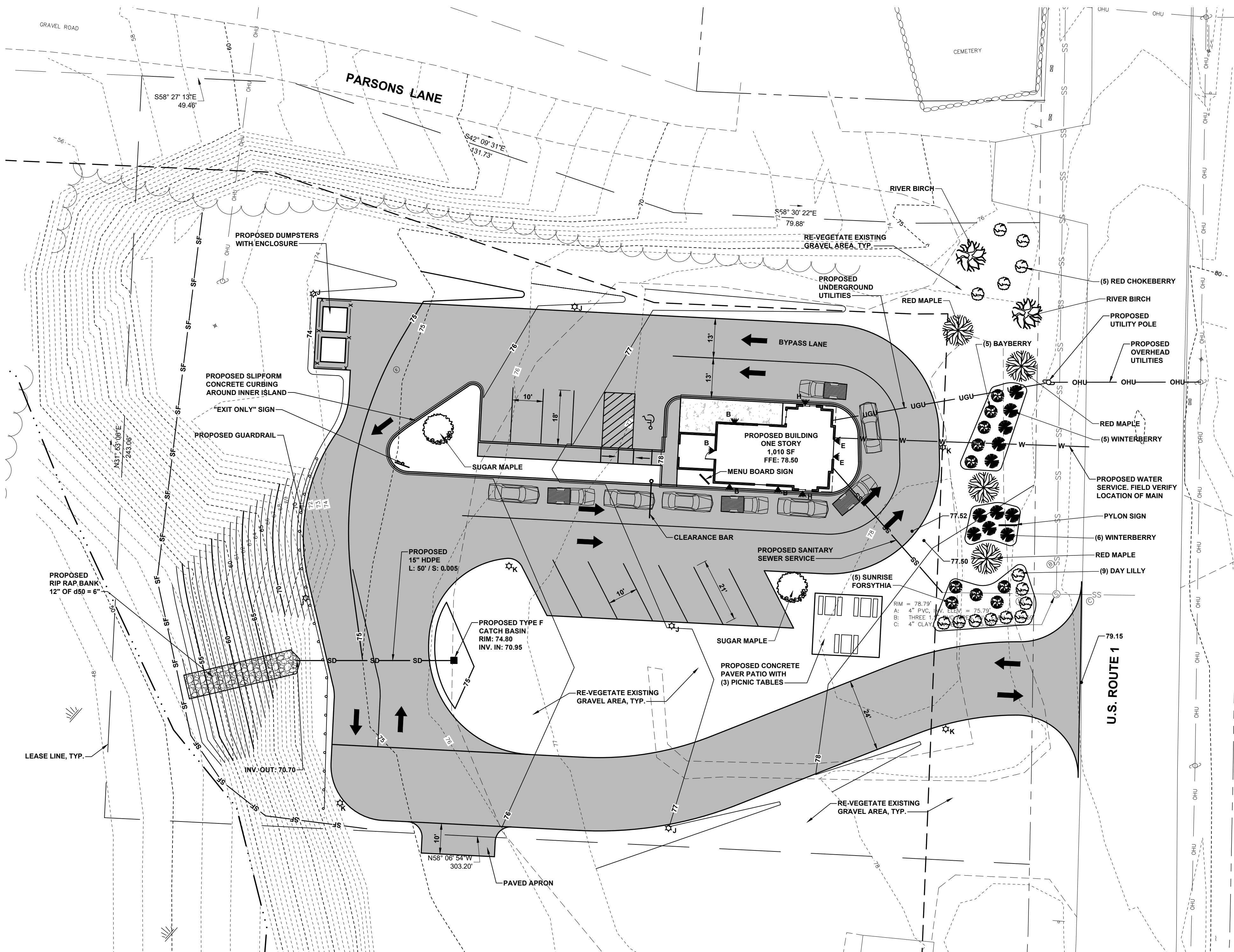
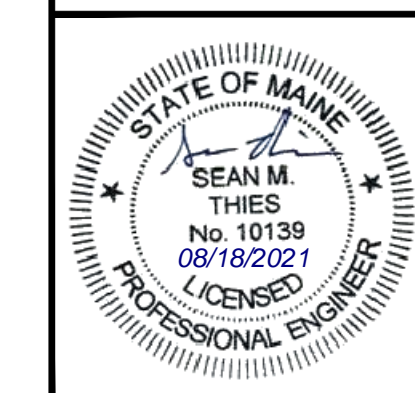
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.987.4824
WWW.HALEYWARD.COM

GCS ENTERPRISES LLC
US ROUTE 1, KITTEERY, MAINE

PROPOSED SITE PLAN

DATE	SCALE
2021.05.26	1"=20'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No: 13522.001	
DRAWING No: C101	REV:



SITE PLAN
SCALE: 1"=20'

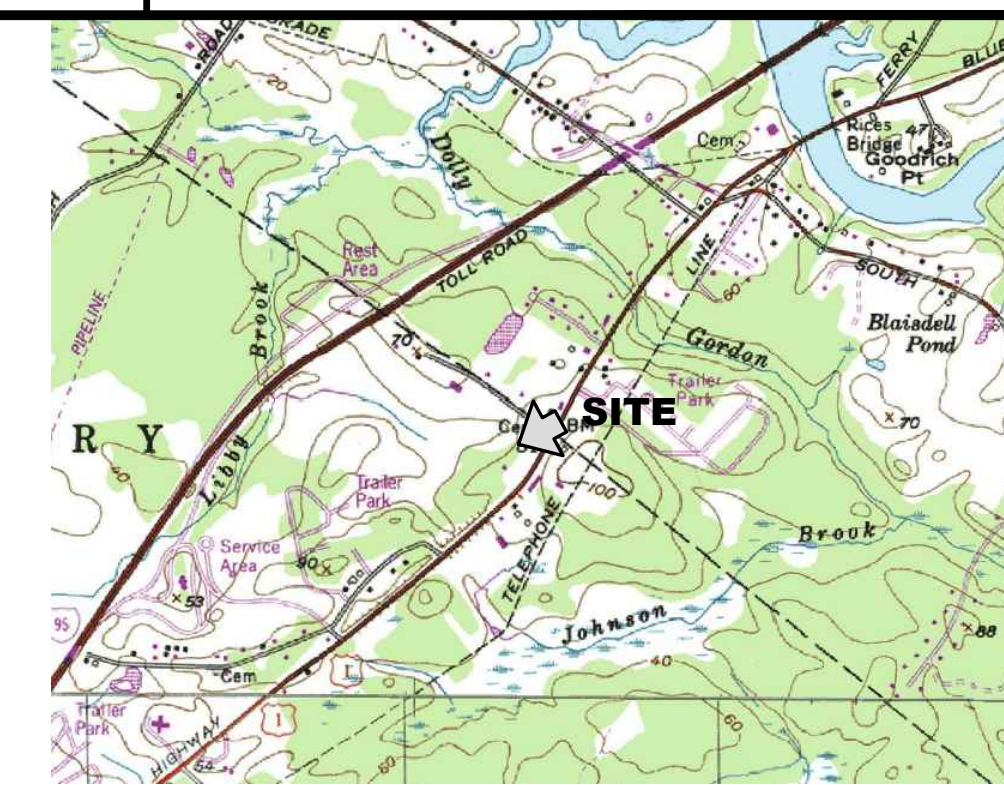
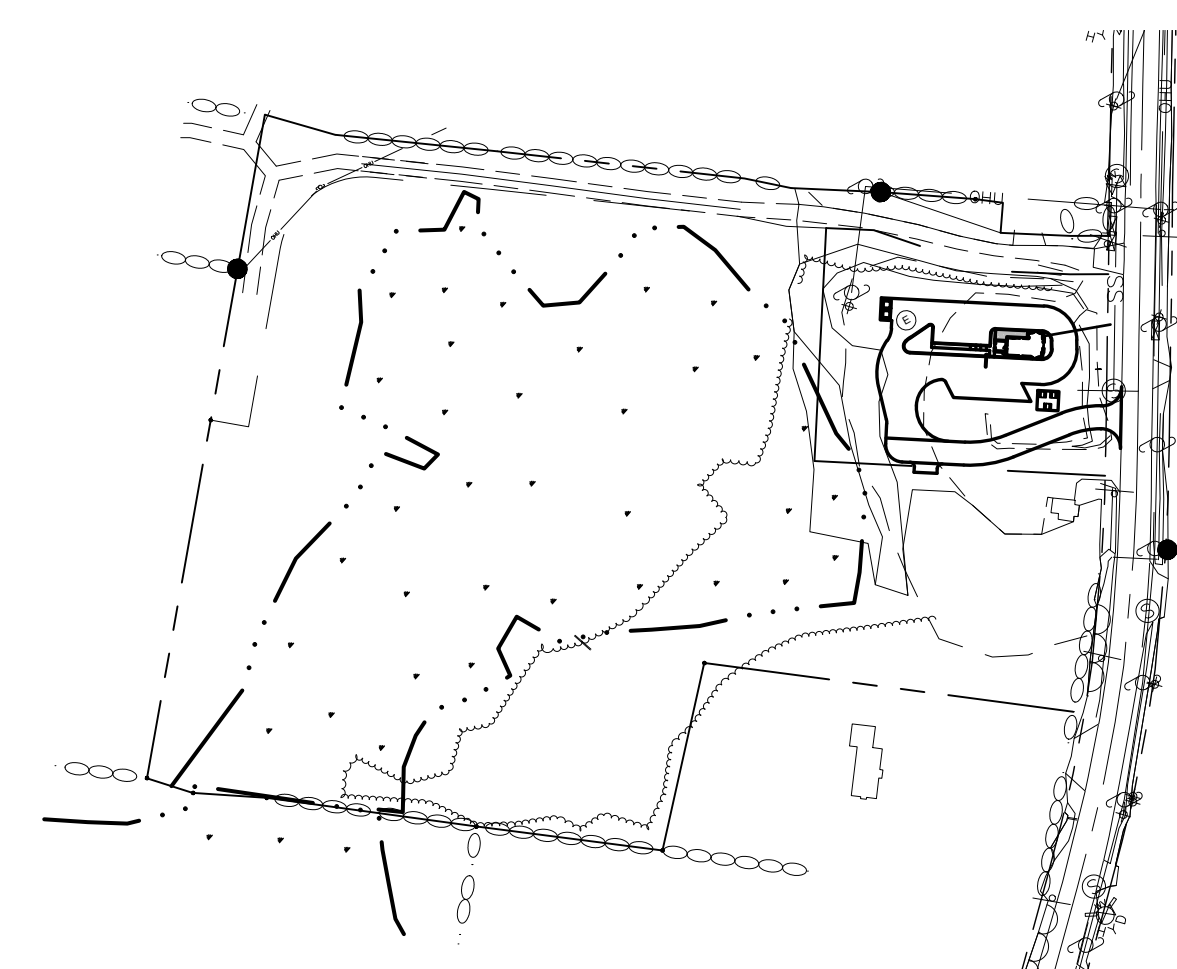
LIGHTING SCHEDULE

Symbol	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Mounting Height
H	2	COLUMBIA LIGHTING	LXEM4-40VW-RFA-EDU	LXEM Led Enclosed and Gasketed, Extreme Environment 7" x 51" led with frosted ribbed acrylic lens Data Scaled from Test# 16.02854	N/A	1	3198	1	25	10-feet
B	4	RAB LIGHTING INC. RC LIGHTING	SLIM18	CAST BROWN PAINTED FINNED METAL HOUSING, 1 CIRCUIT BOARD WITH 1 LED, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH, CLEAR FLAT GLASS LENS IN CAST BROWN PAINTED METAL LENS FRAME.	ONE WHITE MULTI-CHIP LIGHT EMITTING DIODE (LED), AIMED 20-DEGREES FROM VERTICAL BASE-UP POSITION. SLIM18Y. ACTUAL PERFORMANCE MAY VARY. Area, Canopy, Dock, Educational, Facade, Government, Healthcare, Hospitality, Hotel, Industrial, Institutional, Library, Manufacturing, Marine, Medical, Office, Parking, Parks, Pathway Pedestrian, Pool, Recreation, Residential, Retail, Site, Tunnel, Underpass, Utility, Walkway Warehouse, Water Treatment, Direct, Emergency, Security	1	2564	1	21	8-feet
K	4	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TLM-E02-LED-E1-SL4-70 30	TALON MEDIUM LED SITE LUMINAIRE (1) LIGHTBARS WITH ACCULED OPTICS - TYPE 4 DISTRIBUTION W/ SPILL LIGHT CONTROL	3000K CCT, 70 CRI LEDS ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	42	128	1	52	20-feet
J	5	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TLM-E02-LED-E1-SL2-70 30	TALON MEDIUM LED SITE LUMINAIRE (1) LIGHTBARS WITH ACCULED OPTICS - TYPE 2 DISTRIBUTION W/ SPILL LIGHT CONTROL	3000K CCT, 70 CRI LEDS ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	42	133	1	52	20-feet
E	2	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	H5ICAT 5001P	HALO 5" DIA RECESSED DOWNLIGHT WHITE BAFFLE LOW SOCKET FITTING	75PAR30/FL/H PAR HALOGEN FLOOD	1	1100	1	75	10-feet

LIGHTING TABLE

Illumination Measured in Foot-Candles at Grade (IES Recommended Practices, RP 33-99 & RP-20)					
	Maximum at Any Point	Minimum at Any Point	Average	Max:Min	Avg:Min
Roadway/Parking Areas					
IES Recommended	5	0.2	0.9	20:1	6:1
Kittery Ordinance 16.8.24.3	8	N/A	N/A	20:1	4:1
Proposed	2.9	0.3	1.1	9.7:1	3.7:1

OVERALL PLAN INSET
SCALE: 1"=200'

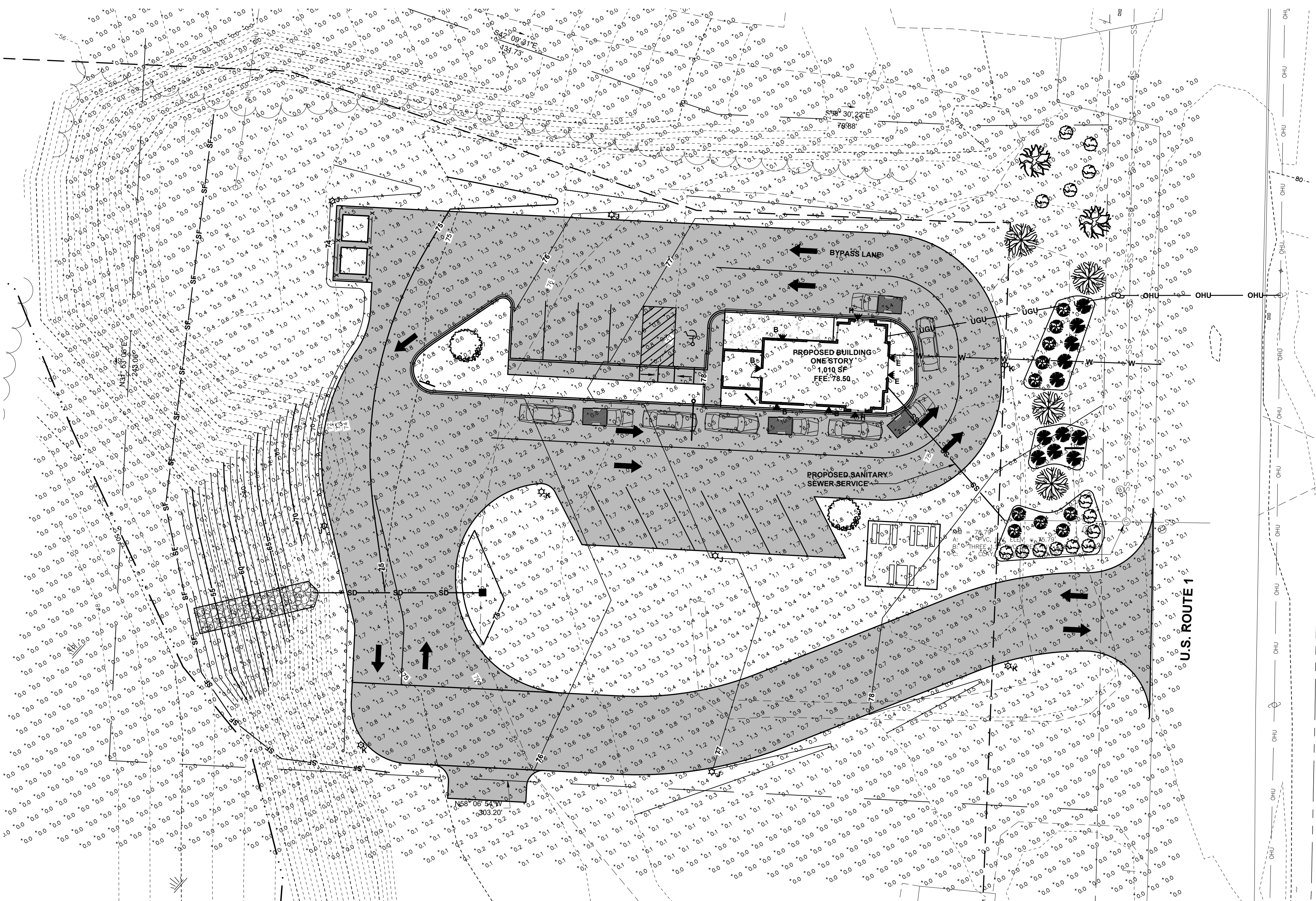
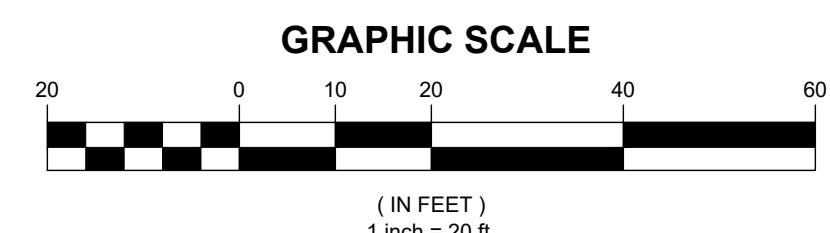


LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
BENCHMARK	⊕	⊕
MANHOLE	⊙	⊙
UTILITY POLE	⊙	⊙
CATCH BASIN	⊙	⊙
HYDRANT	⊙	⊙
EDGE OF GRAVEL	---	---
EDGE OF PAVEMENT	---	---
MAJOR FOOT CONTOUR	--- 100 ---	--- 100 ---
MINOR FOOT CONTOUR	--- 98 ---	--- 98 ---
STORM DRAIN	---	---
SANITARY SEWER	---	---
OVERHEAD UTILITIES	---	---
WETLAND BOUNDARY	---	---
SILT FENCE	---	---
PAVED SURFACE	▭	▭
SITE LIGHTING	⬤	⬤

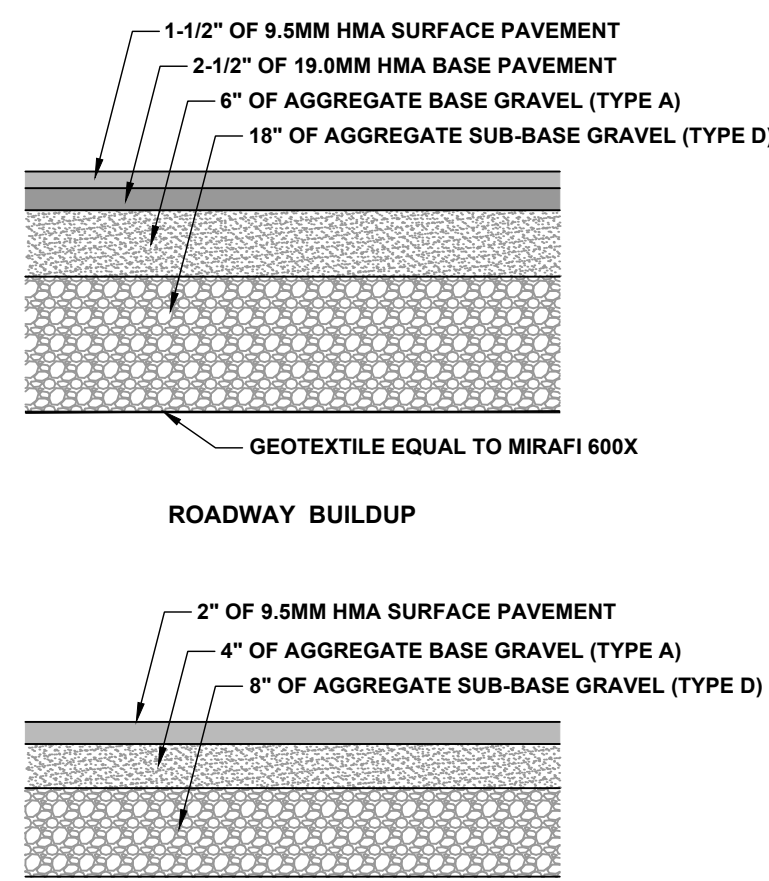
PLAN REFERENCE:
1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.
2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.



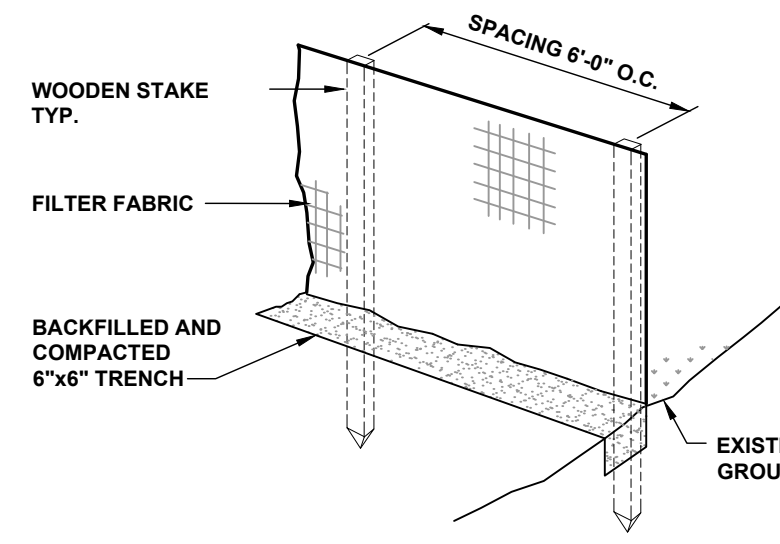
LIGHTING PLAN
SCALE: 1"=20'

REV.	DATE	DESCRIPTION	BY	CHK.
DRAWING ISSUE STATUS				
NOT FOR CONSTRUCTION				
		HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.987.4824		
PROJECT GCS ENTERPRISES LLC US ROUTE 1, KITTERY, MAINE				
TITLE PROPOSED LIGHTING PLAN				
DATE 2021.05.26		SCALE 1"=20'		
DRAWN BY WAB		DESIGNED BY WAB		CHECKED BY SMT
PROJECT No. 13522.001		DRAWING No.		
DRAWING No. C102		REV.		

FILE LOCATION: P:\3325\SPARK_FRANCHISE_SOLUTIONS\000-AROMA_DOES-ROUTE1_KITTERY-SMT\02-CAD_DRAWINGS\04-LANDSCAPE\02-01-CSP_PWD_2021.08.18_7:31 AM

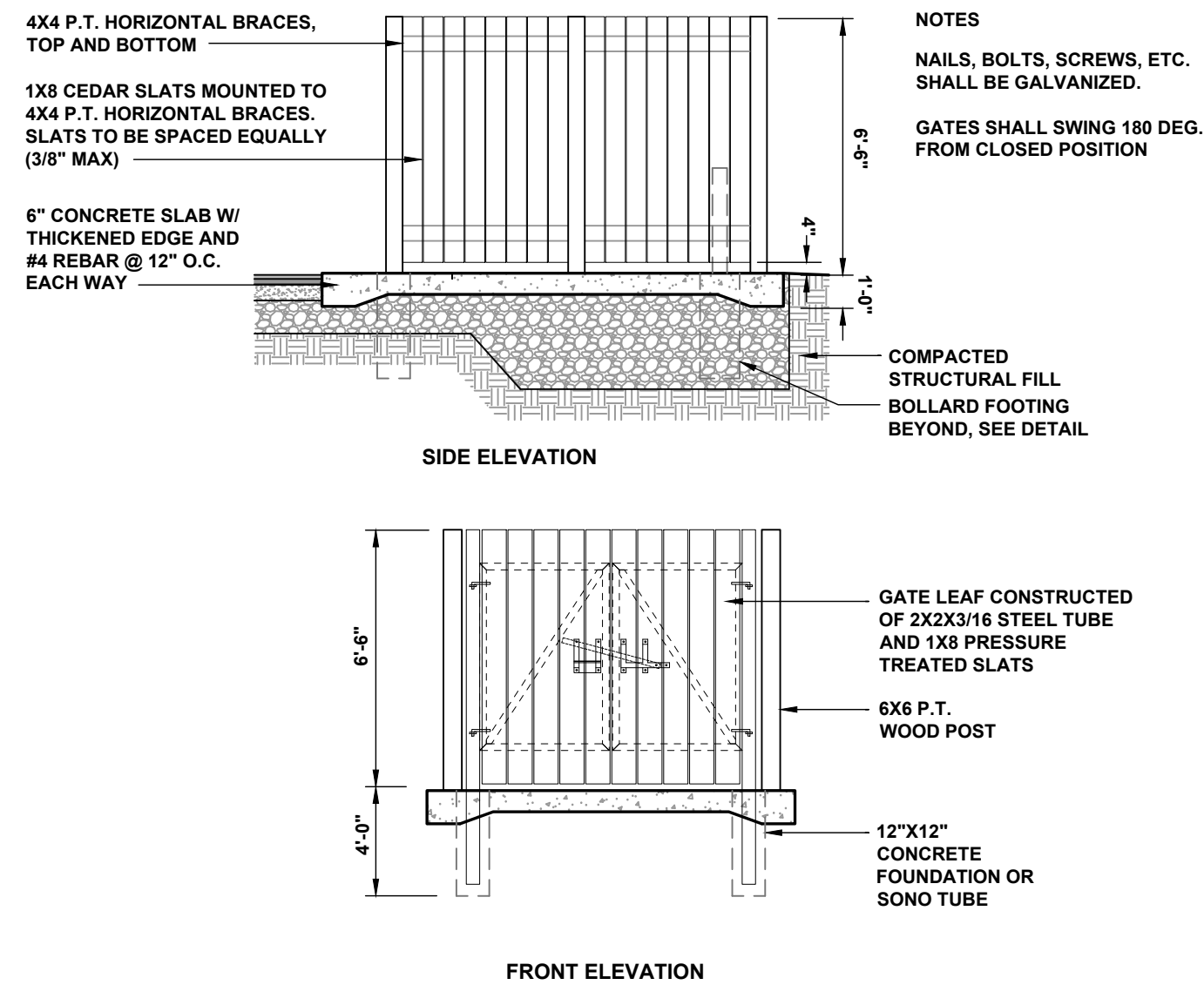


TYPICAL ROADWAY/SIDEWALK BUILDUP DETAIL
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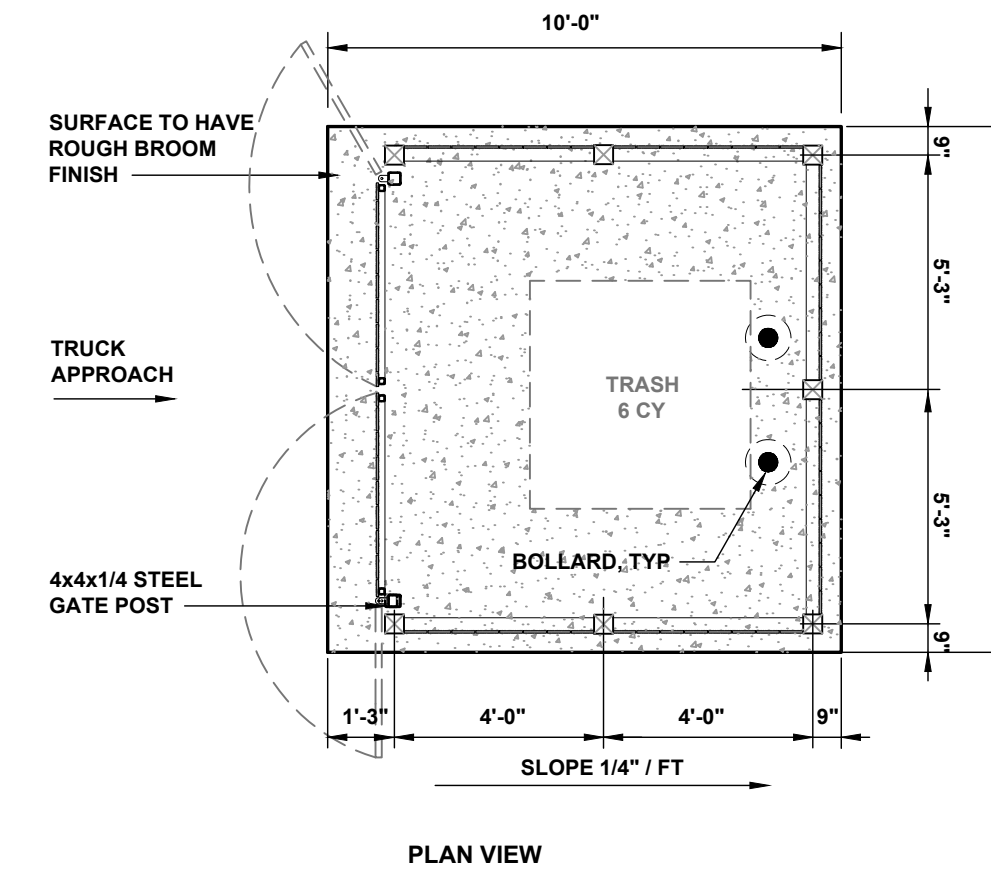


- NOTES:
1. KEY FABRIC IN A 6"x6" TRENCH W/BACKFILL AND COMPACT.
 2. SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

SILT FENCE DETAIL
N.T.S.

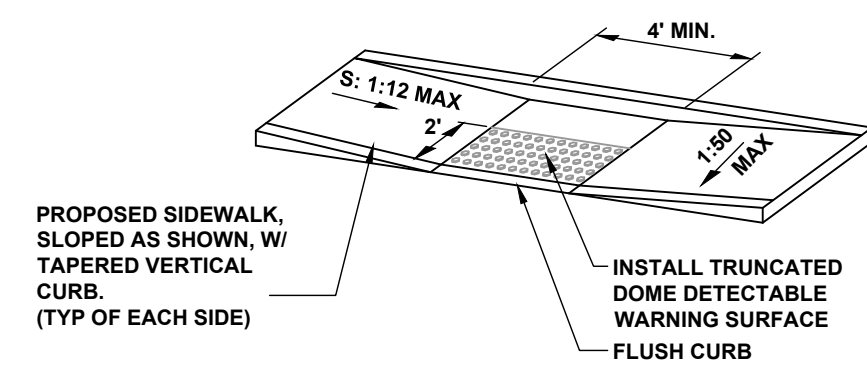


DUMPSTER PAD AND ENCLOSURE DETAIL
N.T.S.



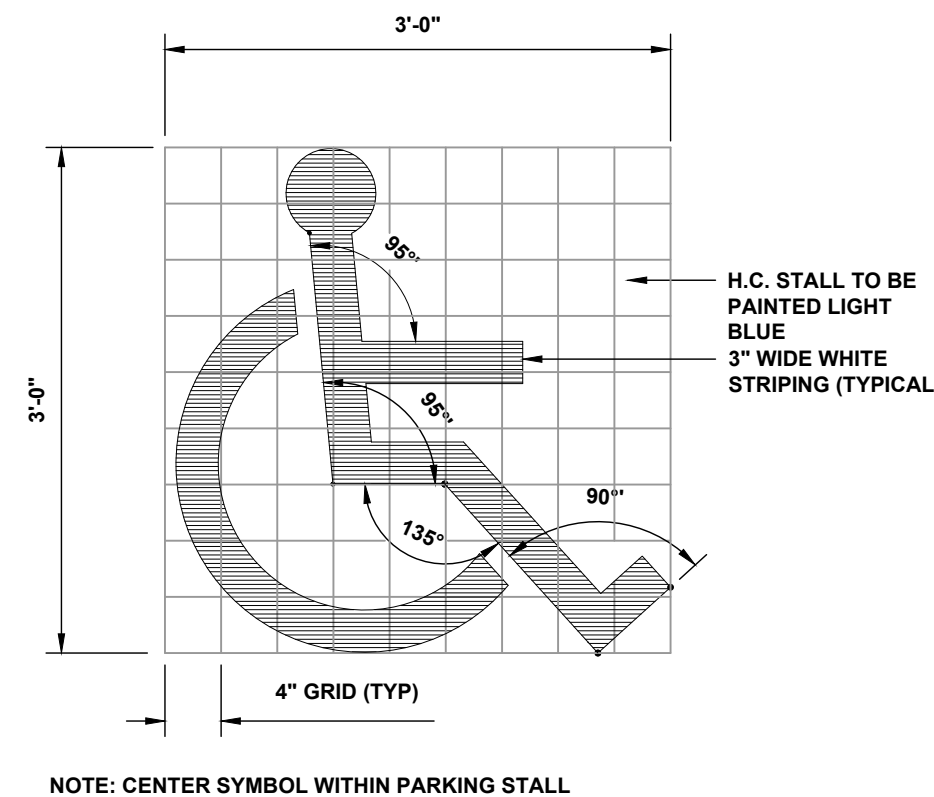
EROSION CONTROL NOTES

1. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BEST MANAGEMENT PRACTICES (BMPs), PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION.
 2. SILT FENCE WILL BE INSPECTED, REPLACED AND/OR REPAIRED IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR LOSS OF SERVICEABILITY DUE TO SEDIMENT ACCUMULATION. AT A MINIMUM, ALL EROSION CONTROL DEVICES WILL BE OBSERVED WEEKLY.
 3. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO CONSTRUCTION SITE.
 4. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPLOPSE ARE STABILIZED BY A SUITABLE GROWTH OF GRASS. ONCE A SUITABLE GROWTH OF GRASS HAS BEEN OBTAINED, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED BY THE CONTRACTOR. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THEY ARE REMOVED SHALL BE DROPPED TO CONFORM WITH THE EXISTING GRADE, PREPARED, SEED, AND MULCHED IMMEDIATELY.
 5. ALL DISTURBED AREAS WILL BE SEED WITH 2.5 LBS. RED FESCUE AND 0.5 LBS. RYE GRASS PER 1,000 SQUARE FEET AND MULCHED AT A RATE OF 90 LBS. PER 1,000 SQUARE FEET OR EQUIVALENT APPLICATION OF SEED AND MULCH.
 6. A SUITABLE BINDER SUCH AS CURASOL OR TERRACK WILL BE USED ON THE HAY MULCH FOR WIND CONTROL.
 7. IF FINAL SEEDING OF DISTURBED AREAS IS NOT COMPLETED BY SEPTEMBER 15th OF THE YEAR OF CONSTRUCTION, THEN ON THAT DATE THESE AREAS WILL BE GRADED AND SEED WITH WINTER RYE AT THE RATE OF 112 POUNDS PER ACRE OR 3 POUNDS PER 1000 SQUARE FEET. THE RYE SEEDING WILL BE PRECEDED BY AN APPLICATION OF 3 TONS OF LIME AND 800 LBS. OF 10-20-20 FERTILIZER OR ITS EQUIVALENT. MULCH WILL BE APPLIED AT A RATE OF 90 POUNDS PER 1000 SQUARE FEET.
 8. IF THE RYE SEEDING CANNOT BE COMPLETED BY OCTOBER 1st OR IF THE RYE DOES NOT MAKE ADEQUATE GROWTH BY DECEMBER 1st, THEN ON THOSE DATES, HAY MULCH WILL BE APPLIED AT 150 POUNDS PER 1000 SQUARE FEET.
 9. INTERIOR SILT FENCES ALONG CONTOUR DIVIDING FLAT AND STEEP SLOPES. AREAS WITH DIFFERENT DISTURBANCE SCHEDULES, AROUND TEMPORARY STOCKPILES OR IN OTHER UNSPECIFIED POSSIBLE CIRCUMSTANCES SHOULD BE CONSIDERED BY THE CONTRACTOR. THE INTENT OF SUCH INTERIOR SILT FENCES IS TO LIMIT SEDIMENT TRANSPORT WITHIN THE SITE TOWARD THE PROTECTED CATCH BASIN INLETS TO MINIMIZE SEDIMENT REMOVAL REQUIRED BY THE EROSION CONTROL NOTE 9 PROTECTIONS AND EXTEND LIFE OF SUCH DEVICES.
 10. THE CONTRACTOR SHALL PROVIDE A SEDIMENT BASIN FOR ALL WATER PUMPED FROM EXCAVATIONS. BASIN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT HANDBOOK FOR CONSTRUCTION BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL SUBMIT FOR REVIEW/APPROVAL PRIOR TO BEGINNING ANY PROJECT WORK.
 11. MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE.
- CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING PROCEDURES FOUND IN THE "MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS" (PUBLISHED MARCH 2015). THE PUBLICATION CAN BE FOUND AT: [HTTP://WWW.MAINE.GOV/DEPLAND/EROSION/ESCBMPS/INDEX.HTML](http://www.maine.gov/depland/erosion/escbmps/index.html)

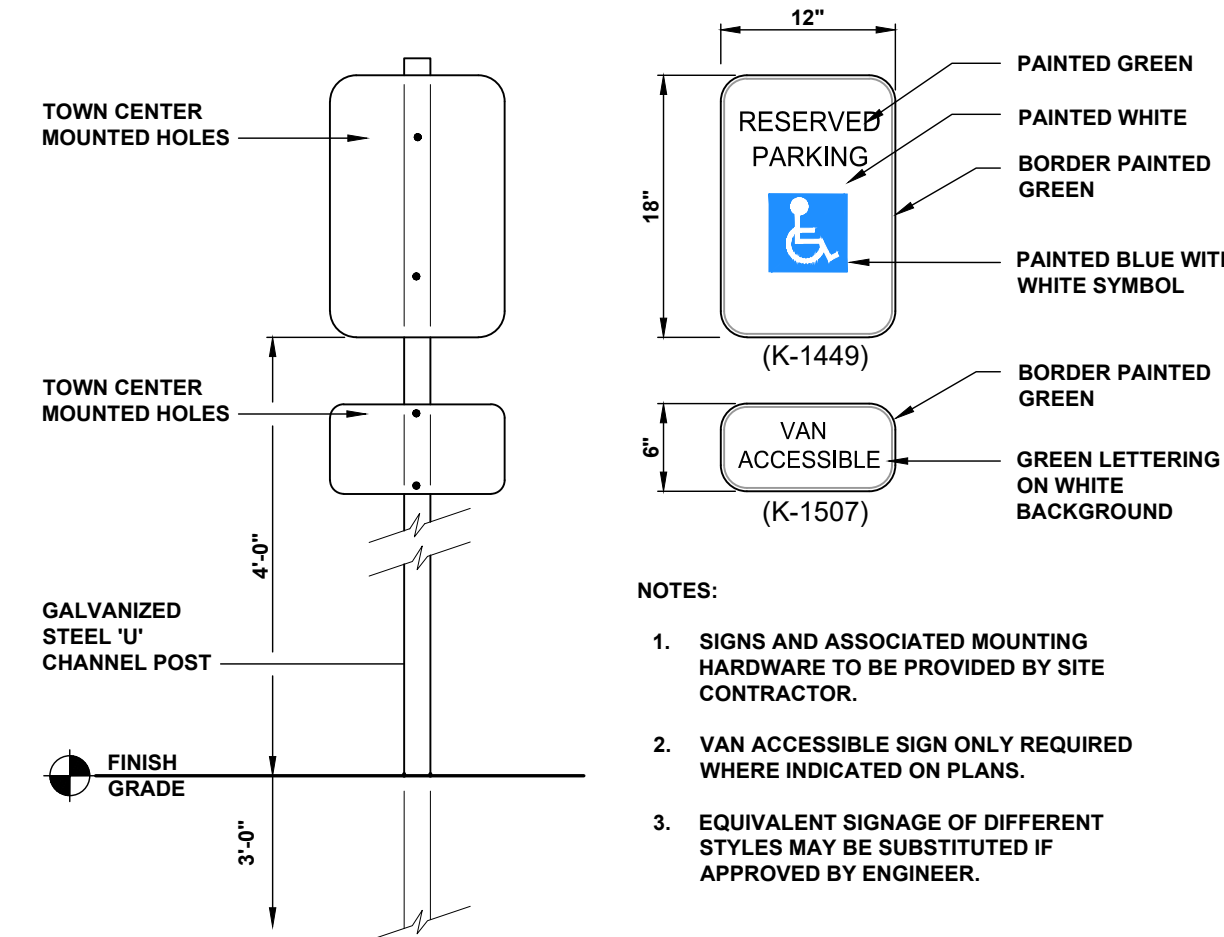


- NOTES:
1. THE TEXTURE OF THE WARNING FEATURE MUST CONTRAST WITH THE SURROUNDING SURFACES (EITHER LIGHT ON DARK, OR DARK ON LIGHT).
 2. SIZE OF DETECTABLE SURFACE TO BE 24" MIN. HEIGHT x THE FULL WIDTH OF THE RAMP / WALK.
 3. CAST IRON DETECTABLE WARNING PAVES SURFACE SHALL BE EQUAL TO NEENAH FOUNDRY, UN-PAINTED.
 4. PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH ADA GUIDELINES, AND PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

TYPICAL HANDICAP CURB RAMP DETAILS
N.T.S.

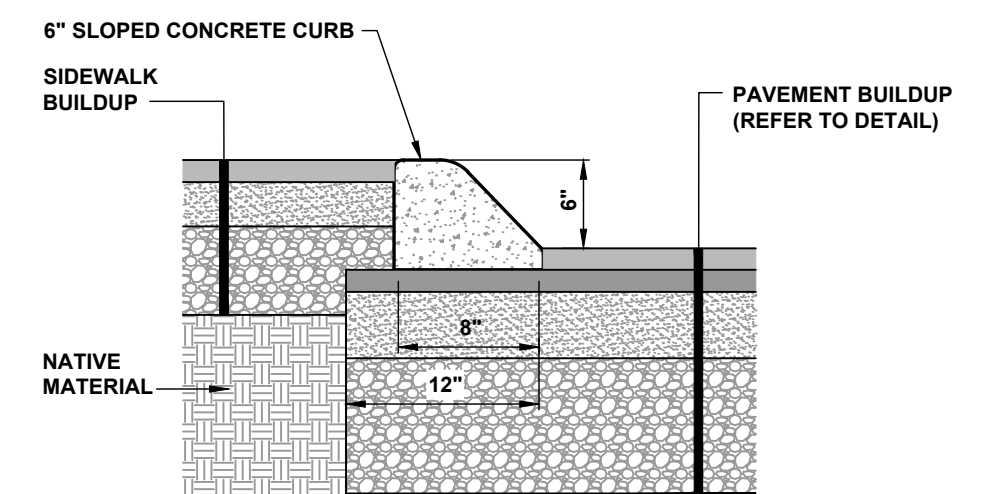


TYPICAL HANDICAP PARKING STALL SYMBOL
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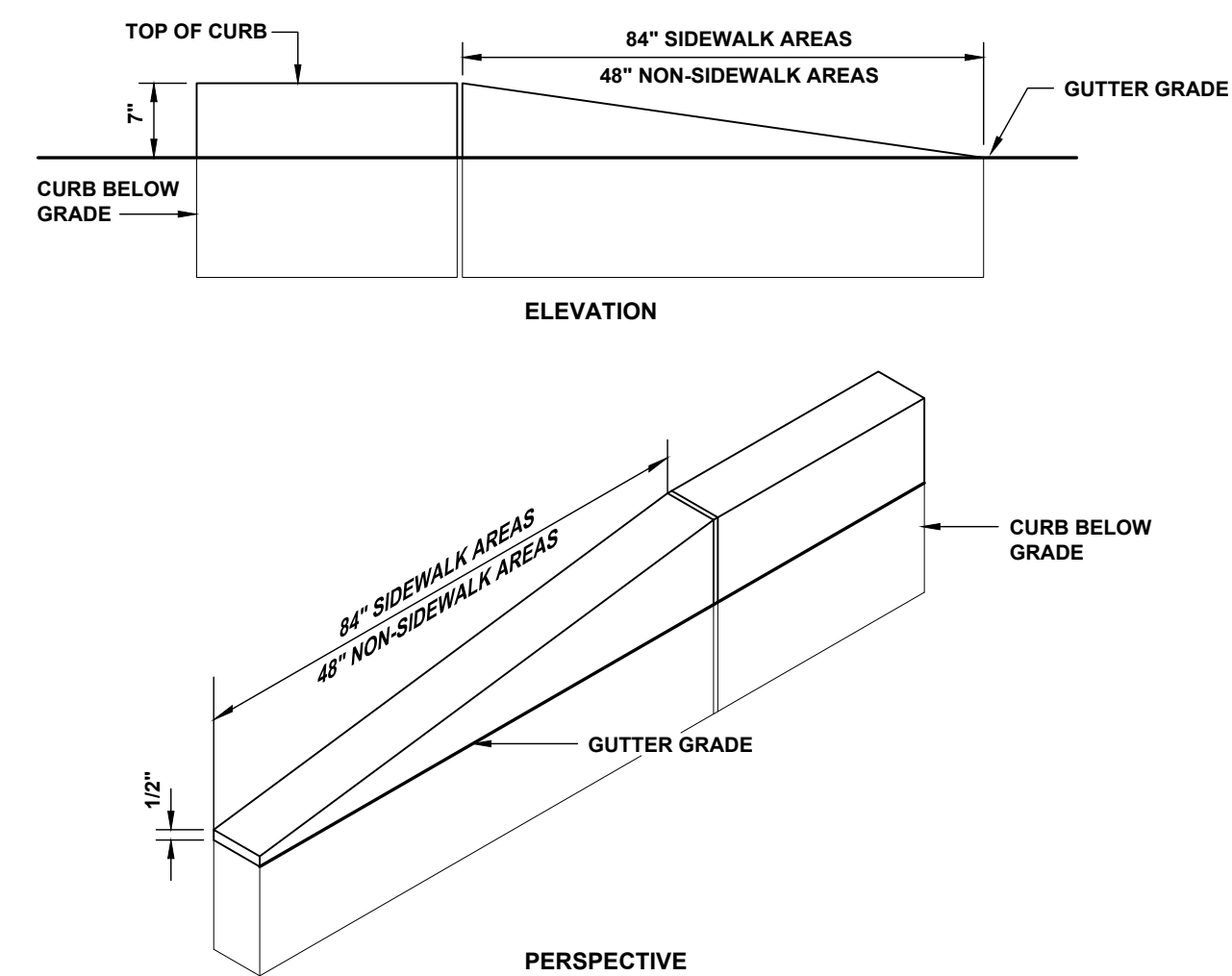


- NOTES:
1. SIGNS AND ASSOCIATED MOUNTING HARDWARE TO BE PROVIDED BY SITE CONTRACTOR.
 2. VAN ACCESSIBLE SIGN ONLY REQUIRED WHERE INDICATED ON PLANS.
 3. EQUIVALENT SIGNAGE OF DIFFERENT STYLES MAY BE SUBSTITUTED IF APPROVED BY ENGINEER.

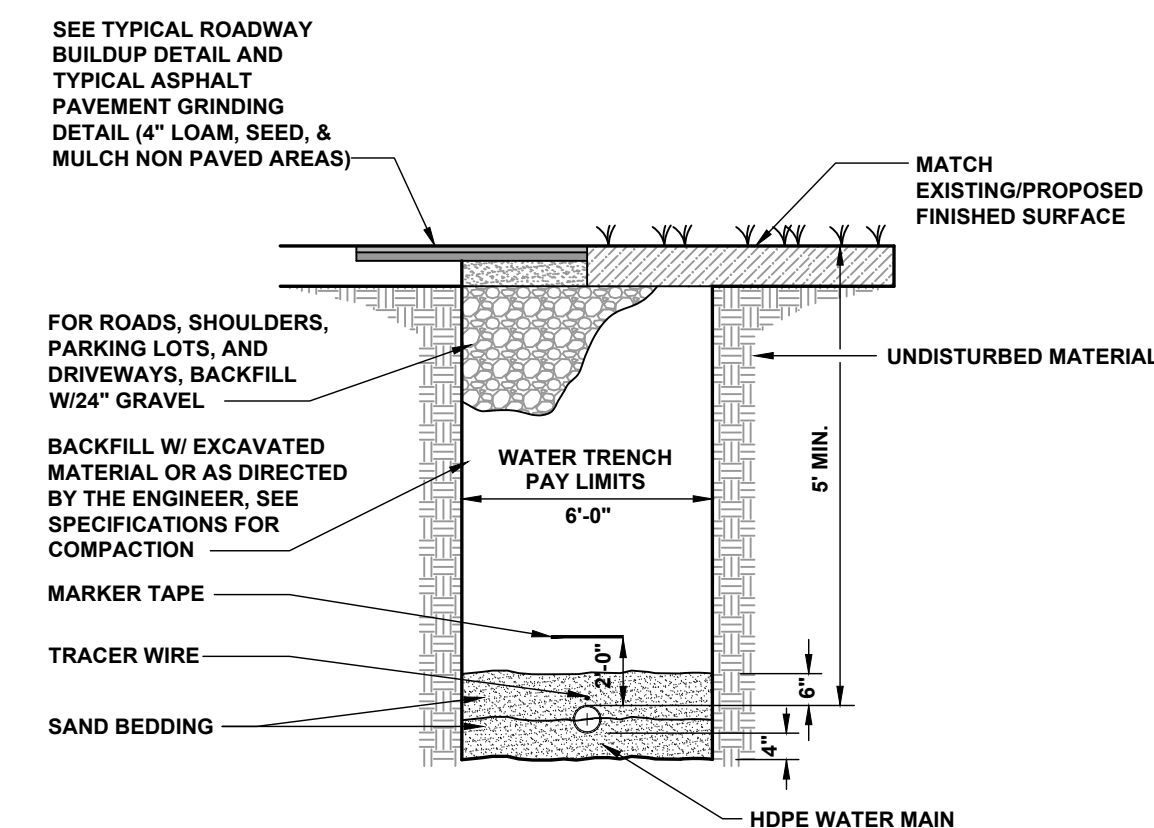
TYPICAL HANDICAP PARKING SIGN DETAIL
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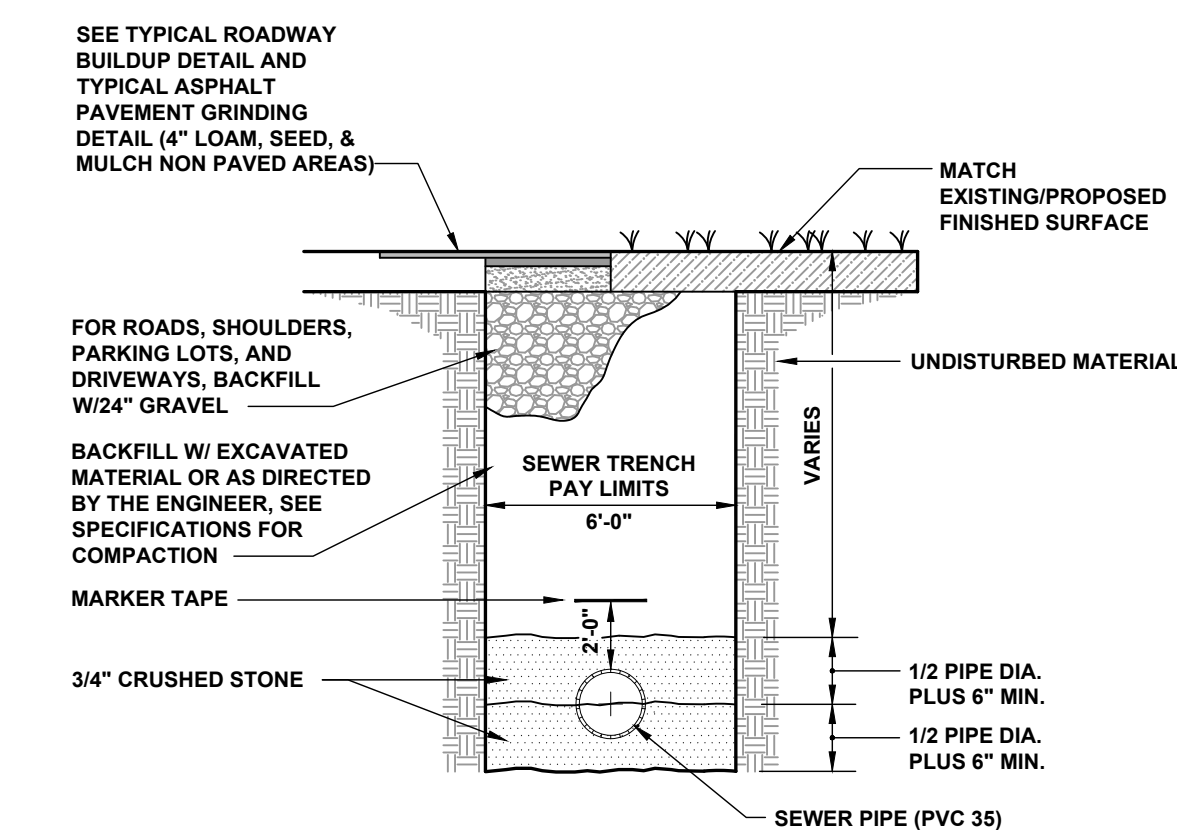
SLIP FORM CONCRETE CURB DETAIL
N.T.S.



TYPICAL CURB TERMINATION DETAIL
N.T.S.



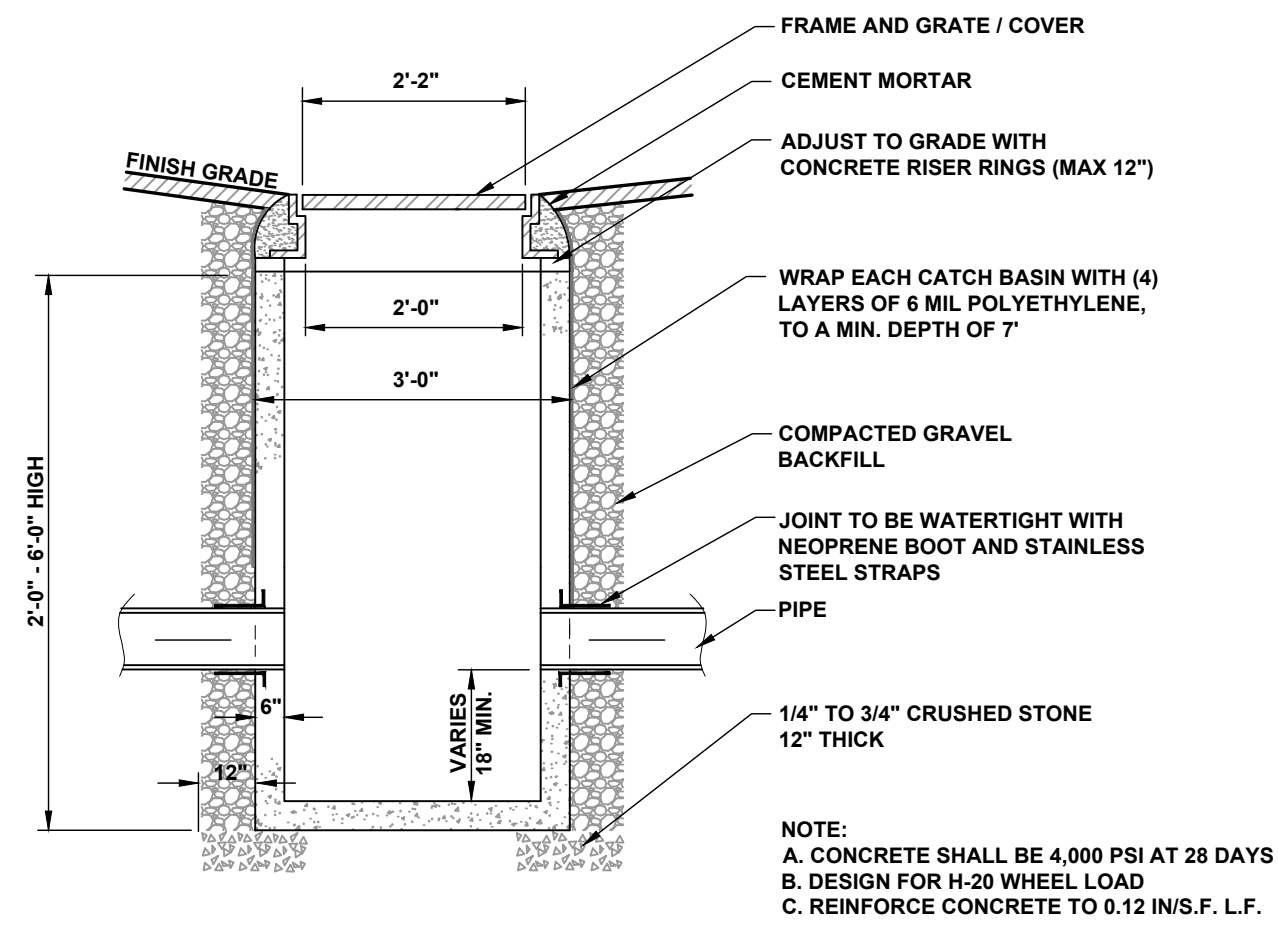
TYPICAL TRENCH DETAIL - HDPE WATER MAIN
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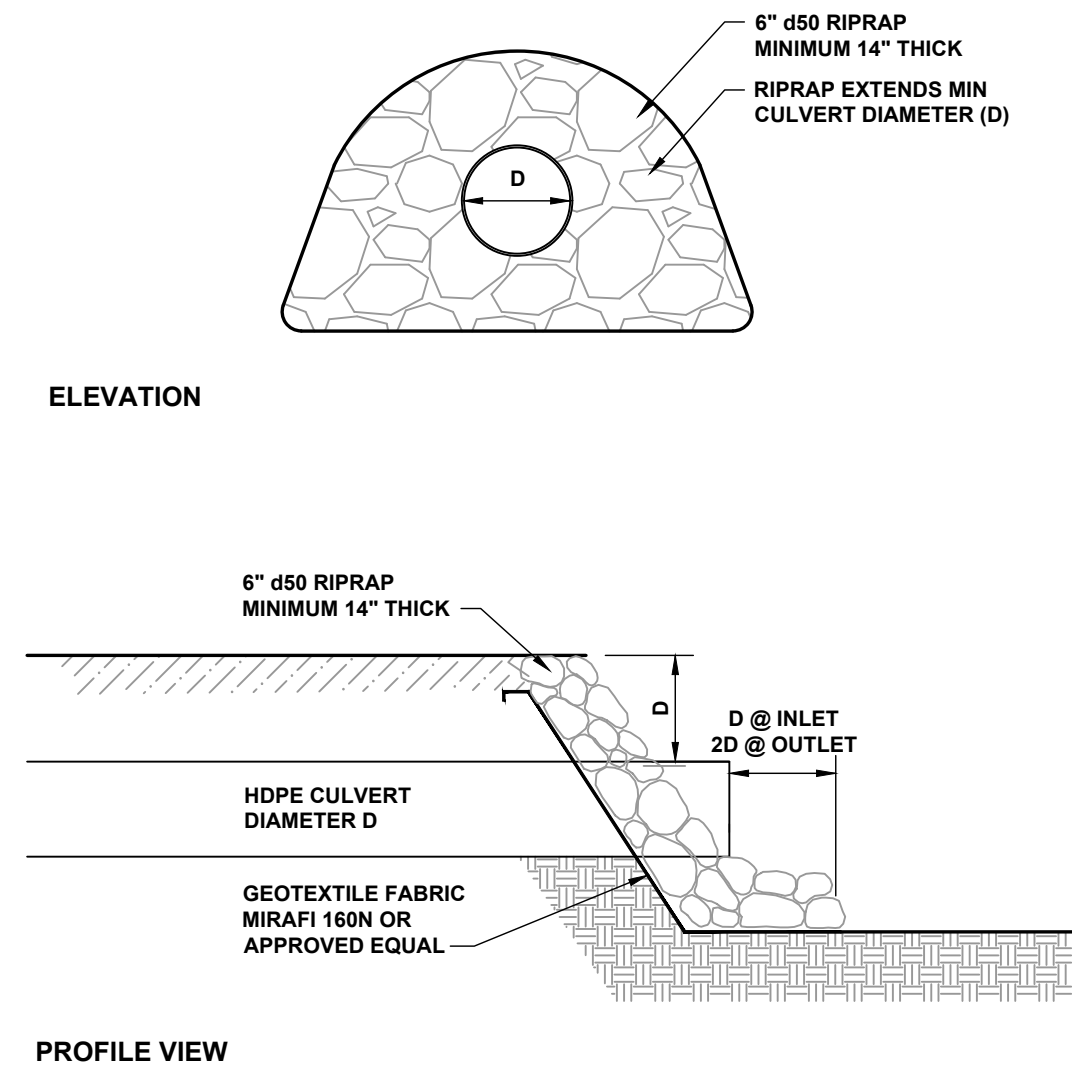
TYPICAL SEWER TRENCH DETAIL
N.T.S.

REV.	DATE	DESCRIPTION	BY	CHK.
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NOT FOR CONSTRUCTION				
 HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.987.4824 WWW.HALEYWARD.COM				
GCS ENTERPRISES LLC US ROUTE 1, KITTEBY, MAINE				
SITE DETAILS				
DATE: 2021.05.26		SCALE: NTS		
DRAWN BY: WAB	DESIGNED BY: WAB	CHECKED BY: SMT		
PROJECT No.: 13522.001		DRAWING No.:		
C501				

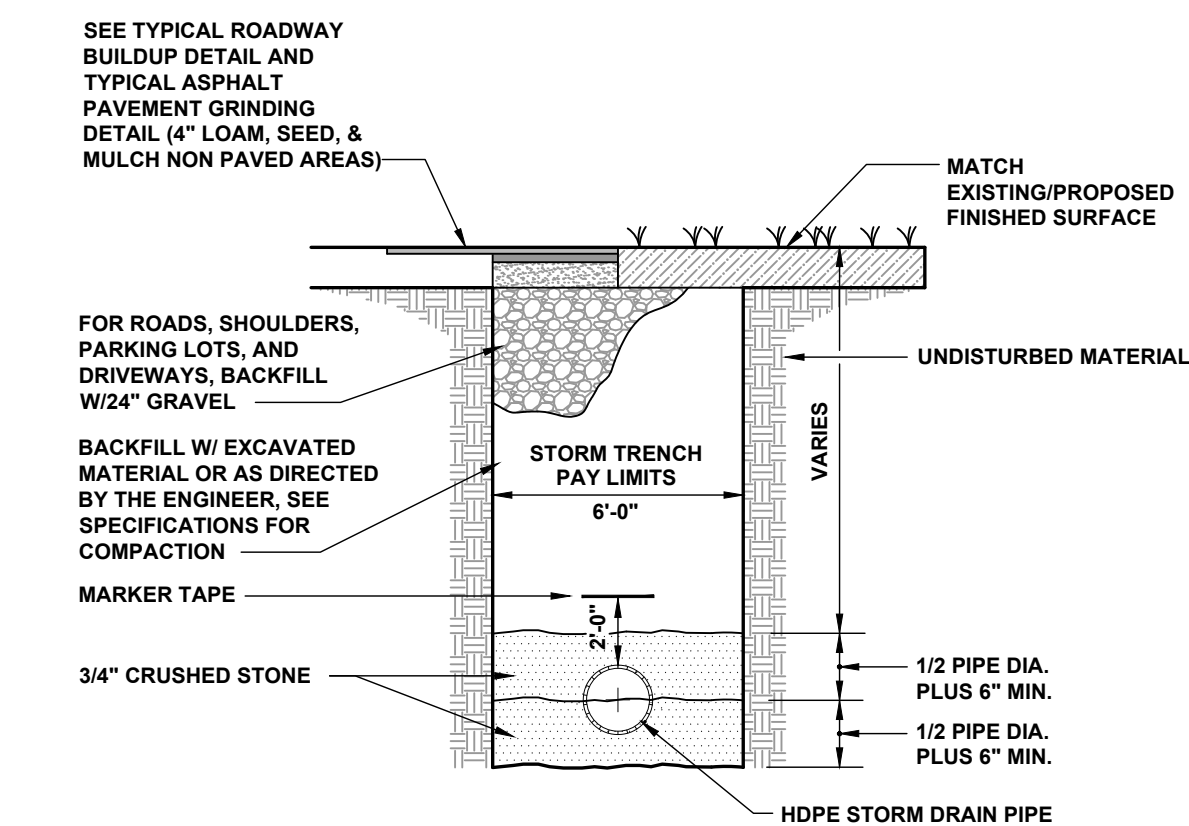
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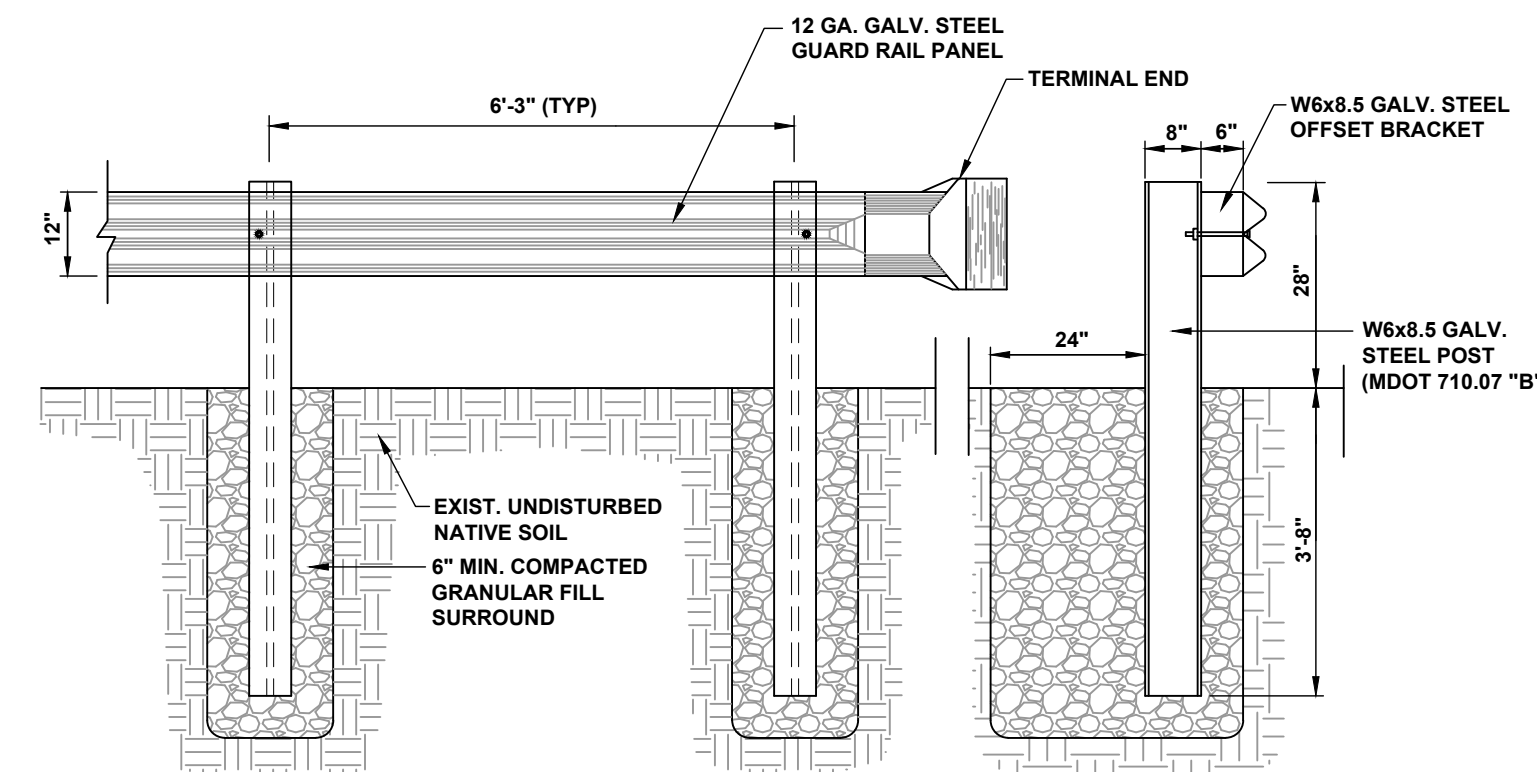
TYPICAL TYPE 'F' CATCH BASIN DETAIL
N.T.S.



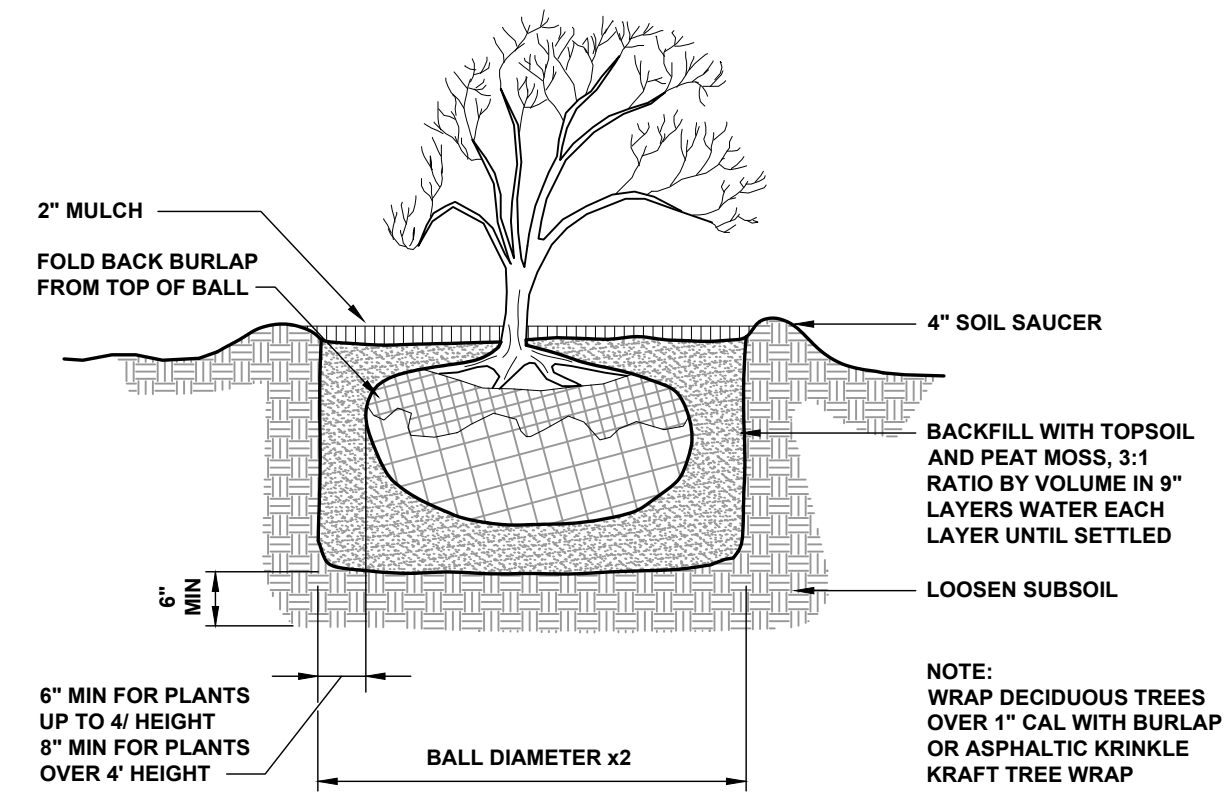
TYPICAL CULVERT INLET/OUTLET PROTECTION DETAIL
N.T.S.



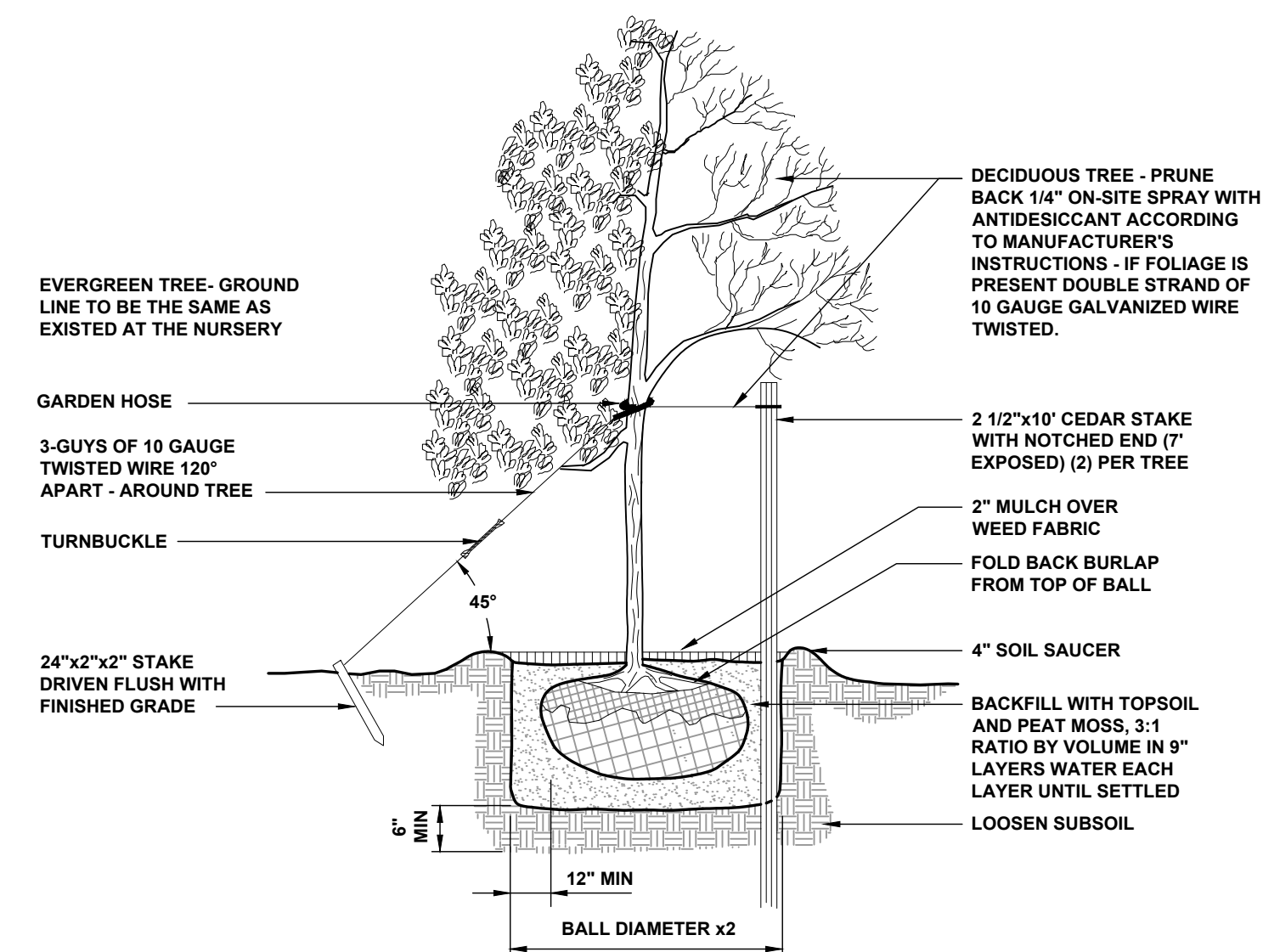
TYPICAL STORM DRAIN TRENCH DETAIL
N.T.S.



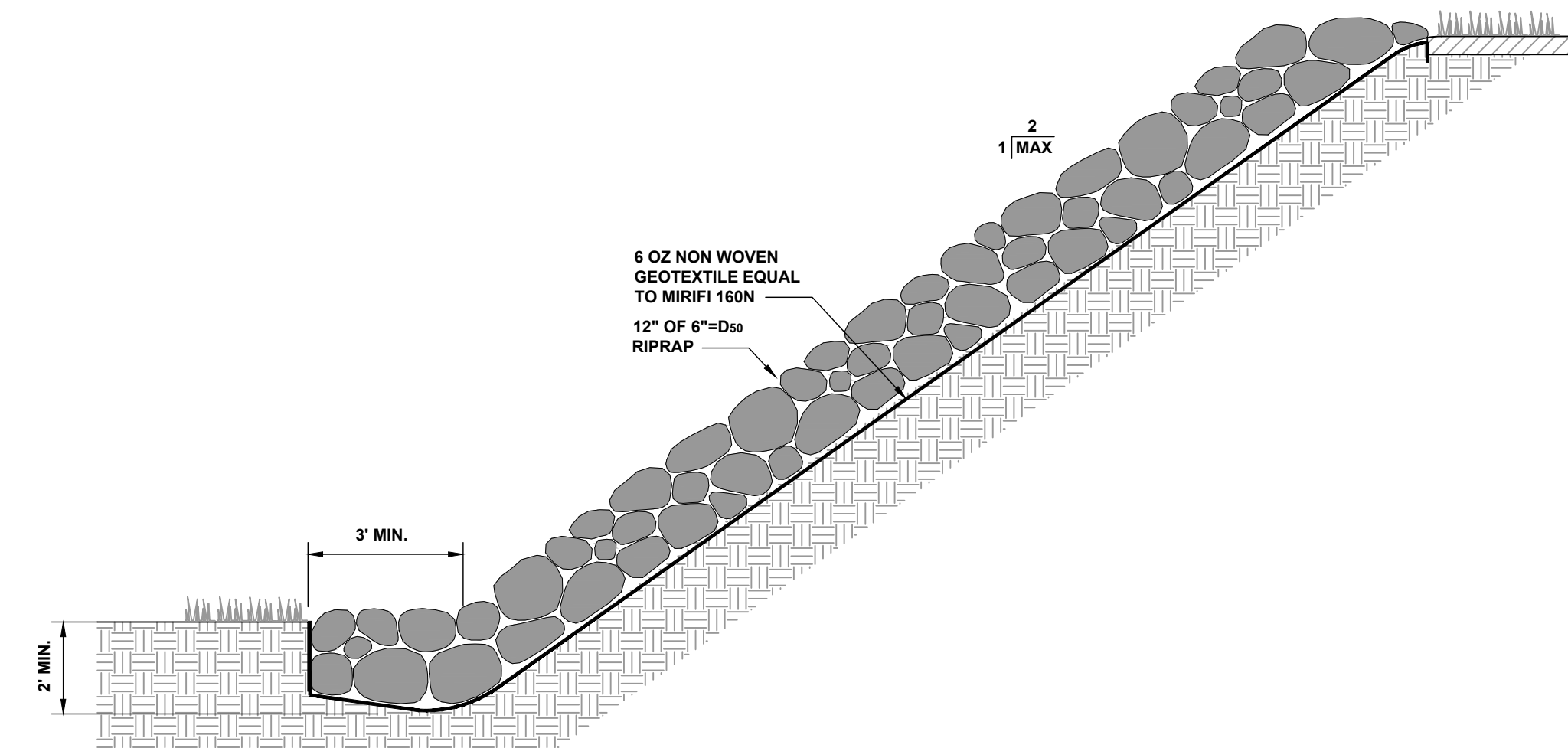
STEEL GUARDRAIL DETAIL
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SHRUB PLANTING DETAIL
N.T.S.



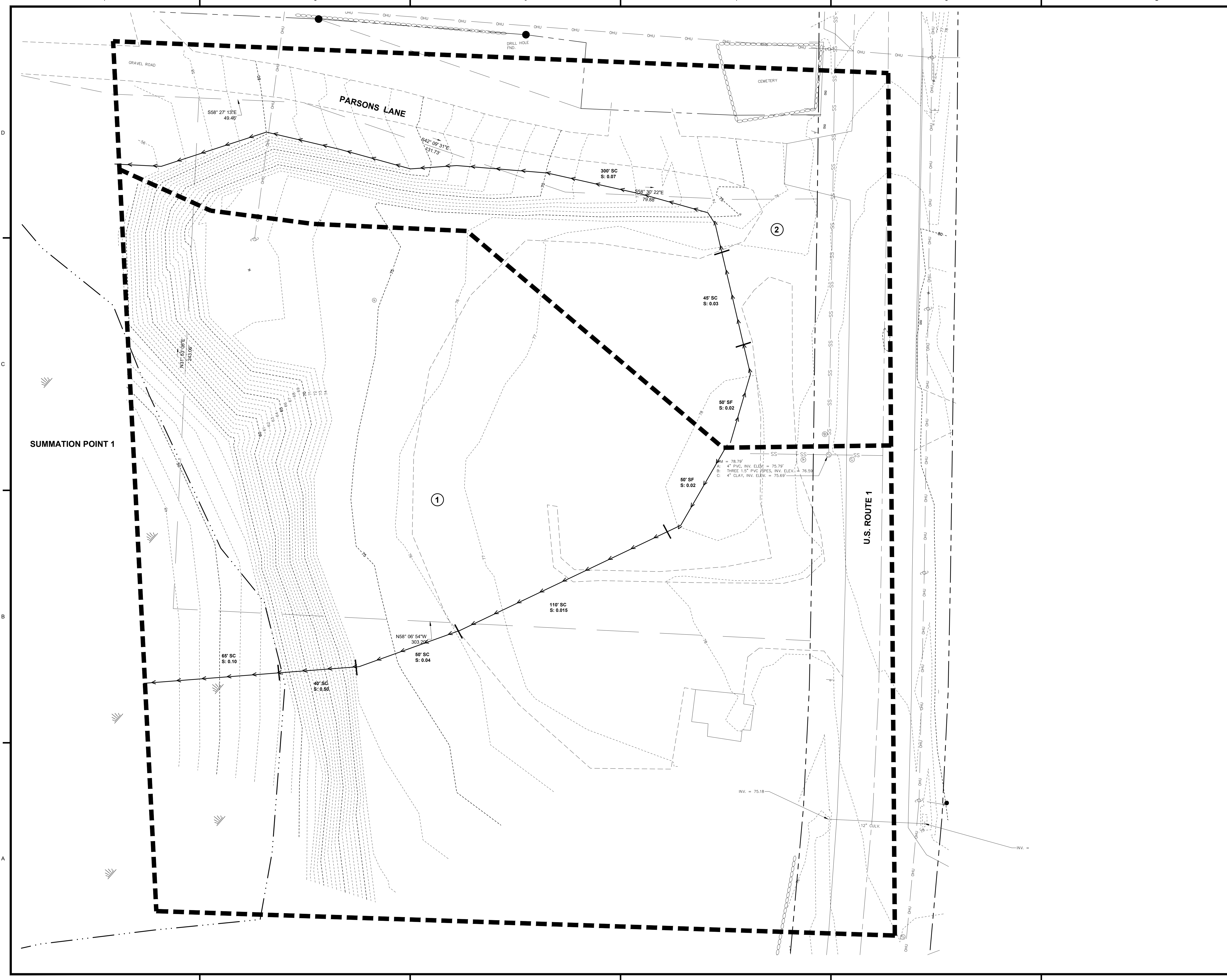
TYPICAL PLANTING DETAIL
N.T.S.



RIP RAPPED SLOPE STABILIZATION DETAIL
N.T.S.

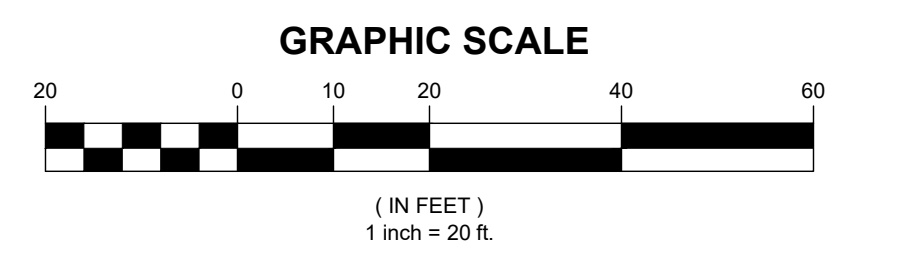
REV.	DATE	DESCRIPTION	BY	CHK.
NOT FOR CONSTRUCTION				
 One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.987.4824				
GCS ENTERPRISES LLC US ROUTE 1, KITTERY, MAINE				
SITE DETAILS				
DATE: 2021.05.26		SCALE: NTS		
DRAWN BY: WAB	DESIGNED BY: WAB	CHECKED BY: SMT		
PROJECT No: 13522.001		DRAWING No: C502		

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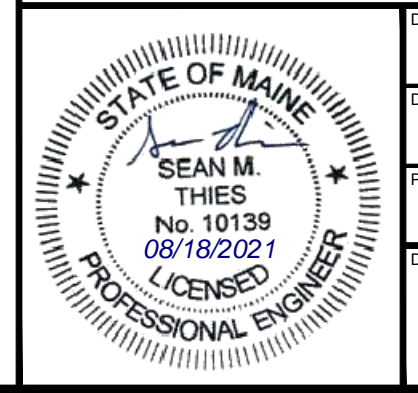


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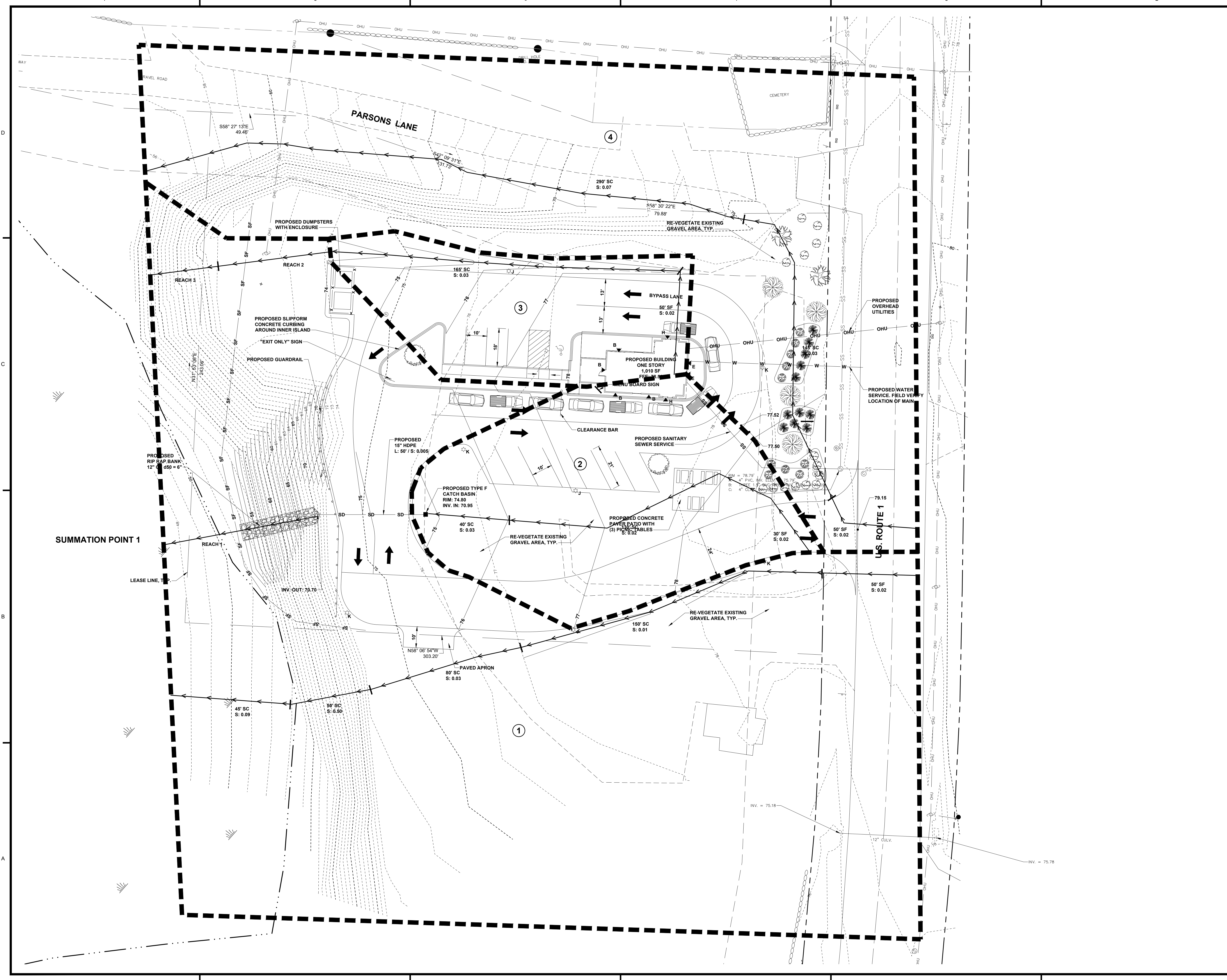
	PROPERTY LINE
	WATERSHED BOUNDARY LINE
	WATERSHED DESIGNATION
	TIME OF CONCENTRATION FLOW PATH
	FLOW PATH DESCRIPTION
	SHEET FLOW
	SHALLOW CONCENTRATED FLOW
	CHANNEL FLOW
	PIPE FLOW
	STORMWATER FLOW DIRECTION



REV.	DATE	DESCRIPTION	BY	CHK.
DRAWING ISSUE STATUS				
NOT FOR CONSTRUCTION				
		HALEY WARD		
ENGINEERING ENVIRONMENTAL SURVEYING		One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.989.4824		
PROJECT				
GCS ENTERPRISES LLC US ROUTE 1, KITTEER, MAINE				
TITLE				
PRE DEVELOPMENT HYDROLOGY PLAN				
DATE		SCALE		
2021.05.26		1"=20'		
DRAWN BY	DESIGNED BY	CHECKED BY		
WAB	WAB	SMT		
PROJECT No.		13522.001		
DRAWING No.		C701		

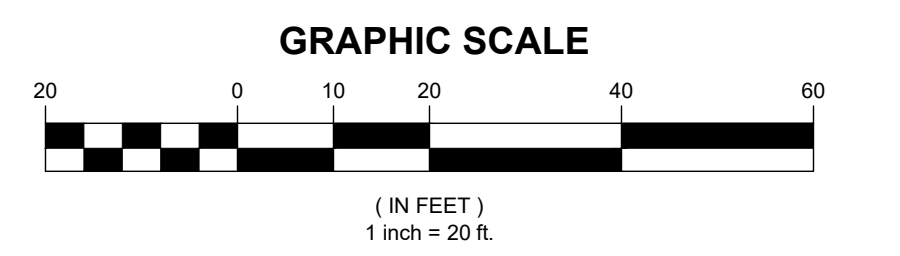
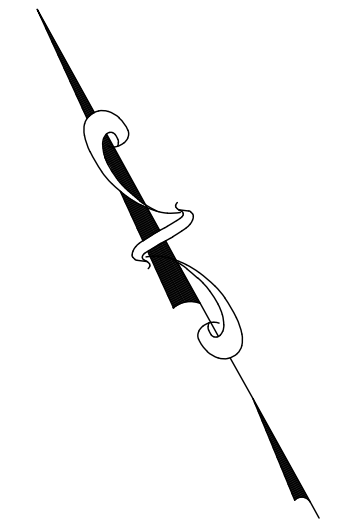


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POST LEGEND:

	PROPERTY LINE
	WATERSHED BOUNDARY LINE
	WATERSHED DESIGNATION
	TIME OF CONCENTRATION FLOW PATH
	FLOW PATH DESCRIPTION
	SHEET FLOW
	SHALLOW CONCENTRATED FLOW
	CHANNEL FLOW
	PIPE FLOW
	STORMWATER FLOW DIRECTION



REV.	DATE	DESCRIPTION	BY	CHK.
NOT FOR CONSTRUCTION				
		HALEY WARD		
ENGINEERING ENVIRONMENTAL SURVEYING		One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.989.4824		
PROJECT: GCS ENTERPRISES LLC US ROUTE 1, KITTERY, MAINE				

POST DEVELOPMENT HYDROLOGY PLAN				
--	--	--	--	--

	DATE: 2021.05.26	SCALE: 1"=20'	
	DRAWN BY: WAB	DESIGNED BY: WAB	CHECKED BY: SMT
	PROJECT No.: 13522.001		
	DRAWING No.: C702		

Relationships.
Responsiveness.
Results.



Traffic Movement
Permit Application
Request for
Scoping Meeting
Aroma Joes
Kittery, Maine

PREPARED FOR:
GCS Enterprises LLC
352 Warren Avenue
Portland, Maine 04103

September 2021

SUBMITTED BY:
Gorrill Palmer
707 Sable Oaks Drive
Suite 30
So. Portland, ME 04106
207-772-2515



707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

September 7, 2021

Mr. Randy Illian, PE
MaineDOT Region I Traffic Engineer
51 Pleasant Hill Road
Scarborough, Maine

**Subject: Application for Traffic Movement Permit
Aroma Joe's Development
Route I – Kittery, Maine**

Dear Randy,

On behalf of **GCS Enterprises, LLC** (applicant), Gorrill Palmer (GP) is pleased to submit this Traffic Movement Permit Application for the proposed development of an Aroma Joe's on Route I in Kittery, Maine.

We have attached the following information in support of this application:

- Sections 1-6
- Signed Application Form
- Notice of Intent to File
- List of Abutters
- \$500 application fee

With the filing of this application, we are pleased to start this permit review process and would like to schedule a Scoping Meeting in the near future.

Sincerely,
Gorrill Palmer

A handwritten signature in black ink that reads 'Randy Dunton'.

Randy Dunton, PE, PTOE
Project Manager
rdunton@gorrillpalmer.com

Copy: Sean Thies, Haley Ward
Bart McDonough, Kittery Town Planner

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE
ID# _____
Total Fees: _____
Date Received: _____

12/99

**PERMIT APPLICATION – TRAFFIC
TRAFFIC MOVEMENT PERMIT, 23 M.R.S.A. §704-A**

Please type or print:

This application is for (check all that apply): Traffic 100-200 PCE's
Traffic 200 + PCE's

Name of Applicant: GCS Enterprises LLC

Address: 352 Warren Ave, Portland, Maine 04103 Telephone: _____

Name of local contact or agent: Randy Dunton – Gorrill Palmer

Address: 707 Sable Oaks Drive, South Portland, ME 04106 Telephone: (207) 772-2515

Name and type of development: 1,010 SF coffee shop with drive through lane and associated parking for employees (no indoor seating).

Location of development including road, street, or nearest route number: The site is located on the west side of Route 1 to the south of Parsons Lane. The site is bounded on the east by Route 1, businesses to the north and south and primarily undeveloped property to the west.

City/Town/Plantation: Kittery County: York Tax Maps: 66 Lots: 26

Do you want a consolidated review with DEP pursuant to 23 M.R.S.A. § 704-A (7)? No

Was this development started prior to obtaining a traffic permit? No

Is the project located in an area designated as a growth area (as defined in M.R.S.A. title 30-A, chapter 187)? Yes _____ No _____ Unknown _____

Is this project located within a compact area of an urban compact municipality? Yes _____ No X

Is this development or any portion of the site currently subject to state or municipal enforcement action? None Known

Existing DEP or MDOT permit number (if applicable): None Known

Name(s) DOT staff person(s) contacted concerning this application: Randy Illian

Name(s) of DOT staff person(s) present at the scoping meeting for 200+ applicants: N/A

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE
ID# _____
12/99
Total Fees: _____
Date Received: _____

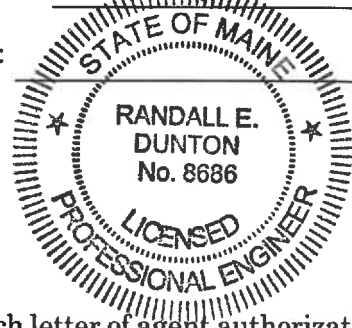
CERTIFICATION

This person responsible for preparing this application and/or attaching pertinent site and traffic information hereto, by signing below, certifies that the applicant for traffic approval is complete and accurate to the best of his/her knowledge.

Signature: *Randall E. Dunton* Re/Cert/Lic No.: _____

Name (print): Randall E. Dunton Engineer: Maine PE # 8686

Date: Sept 9, 2021 Other: _____



If the signature below is not the applicant's signature, attach letter of agent authorization signed by applicant.

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

[Signature]
Signature of applicant's agent

9-7-2021
Date

Drew Olehowski

From: Sean Thies
Sent: Monday, August 16, 2021 3:13 PM
To: Chelsea Cyr; Drew Olehowski
Subject: FW: Authorization Email

fyi

Sean Thies, PE
Senior Project Manager
t: 207.989.4824

This e-mail may be confidential and is intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and not those of HaleyWard, Inc. If you are not the intended recipient (or responsible for delivery of the message to such person), you may not use, copy, distribute or deliver to anyone this information in reliance on it. In such case, you should delete this message, and notify us immediately at 207 989 4824 or by email bangor@haleyward.com.

From: Maryna Shuliakouskaya <Maryna@aromajoes.com>
Sent: Monday, August 16, 2021 3:11 PM
To: Sean Thies <sthies@haleyward.com>; Travis Little <travis@sparkfranchisesolutions.com>
Subject: Authorization Email

Good afternoon,

This email is send as a confirmation that Sean Thies and Haley Ward company are authorized to act as an agent on the Aroma Joes project located on Route 1, Kittery Maine.

Thank you,

Maryna Shuliakouskaya
Owner
603-502-4407

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

GCS Properties LLC

352 Warren Ave Ste 7
Portland, ME 04103
207-878-1595

Bangor Savings Bank

52-7438/2112

00026

8/26/2021

PAY TO THE
ORDER OF

Treasurer, State of Maine

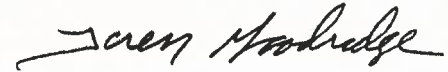
\$

**500.00

Five Hundred and 00/100*****

DOLLARS

Treasurer, State of Maine



AUTHORIZED SIGNATURE

MEMO

Kittery MEDOT



⑈000026⑈ ⑆2112743820⑆ 4022337257⑈

Security features included. Details on back.

MP

NOTICE OF INTENT TO FILE

Please take notice that:

GCS Enterprises LLC
352 Warren Avenue
Portland, ME 04103

is intending to file a MaineDOT Traffic Movement Permit with the Maine Department of Transportation pursuant to the provisions of 23 M.R.S.A. §704 – A, on or about September 8, 2021.

This application is for:

1,010 SF Aroma Joes coffee shop with surface parking and drive thru access (no indoor seating). The project is forecast to generate 130 trip ends in the AM peak hour of adjacent street traffic.

At the following location:

The site is located at 523 US Route 1 in Kittery, Maine and is bounded by Parsons Lane to the north, US Route 1 to the east, and undeveloped and private lots for the remainder of the site. The parcel is identified on Kittery, Maine's Tax Map 66 as Lot 26.

A request for a public hearing must be received by the Department, in writing, no later than 20 days after the application is found by the department to be complete and is accepted for processing. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Transportation's office in Scarborough (Region 1) during normal working hours. A copy of the application may also be seen at the municipal offices in Kittery, Maine.

Written public comments may be sent to the following address: Attention Randy Illian, Region Traffic Engineer, Maine Department of Transportation, 51 Pleasant Hill Road, Scarborough, ME 04070.



Randall Dunton, P.E., PTOE
Gorrill-Palmer Consulting Engineers, Inc.



Sept 9, 2021

Direct Abutters List
TMP – Aroma Joes Development
523 US Route 1 – Kittery, ME
JN 3844

SUBJECT PARCEL: Map 66, Lot 26

Map 66 / Lot 26A

Wilson Five Service Co
PO Box 810
Kittery, ME 03904

Map 67 / Lot 2

York Street Ventures LLC
PO Box 569
York, ME 03909

Map 66 / Lot 31

Peter Belesis
1 Stone Terrace
Marblehead, MA 01945

Map 66 / Lot 27B

Donald Kennison
6 Parsons Lane
Kittery, ME 03904

Map 66 / Lot 26B

Kevin Inc
PO Box 904
Kittery, ME 03904

Map 66 / Lot 24

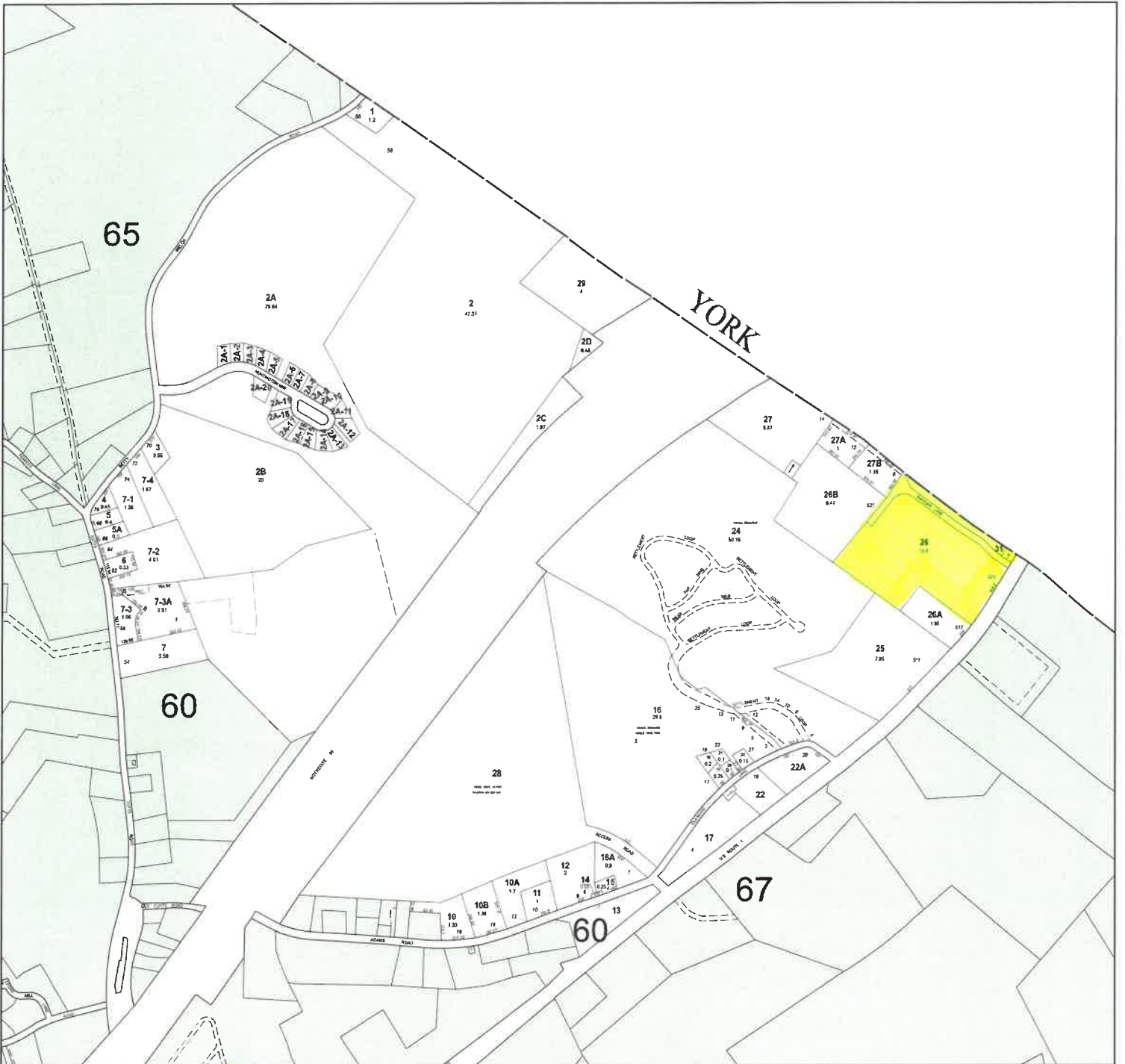
Stephen A Hynes
3 Idlewood Lane, Suite 1
Kittery, ME 03904

Map 66 / Lot 25

Yankee Settlement MHP
1571 Bellvue Avenue, Suite 210
West Vancouver, BC, CA V7V1A6

Map 67 / Lot 1

C-Coast Properties LLC
8 Banks Rock
York Harbor, ME 03911



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE NAD 83 STATE PLANE COORDINATE SYSTEM, NAD 83.

ORIGINAL MAPPING BY JOHN E. O'DONNELL & ASSOCIATES, NEW BLOUDGETER, MAINE.

REVISED & REPRINTED BY

CAI Technologies
INCORPORATED

11 Newton Street, Leffel, NH 03302
 603.886.0000 ext. 200

SYMBOL	DESCRIPTION
(Dotted line)	BOUNDARY OF ADJACENT
(Dashed line)	BOUNDARY OF ADJACENT
(Dotted line)	BOUNDARY OF ADJACENT
(Dotted line)	BOUNDARY OF ADJACENT
(Dotted line)	BOUNDARY OF ADJACENT

LEGEND

(Symbol) ROAD OF ADJACENT

(Symbol) CHURCH BOUNDARY

(Symbol) WATER

(Symbol) N

SCALE: 1" = 200'

REVISION TO APRIL 1, 2022

PROPERTY MAPS
KITTERY
 MAINE

INDEX DIAGRAM

MAP NO.
66

Section 1

Site and Traffic Information

Section I

Site and Traffic Information

I.A. Site Description and Site Plan

This application is for the proposed development of an Aroma Joes located at 523 US Route 1 in Kittery, Maine. The site is bounded by Parsons Lane to the north and Route 1 to the east, with private and undeveloped lots surrounding the remainder of the site. The overall site is shown on Kittery's Tax Map 66 as Lot 26. The proposed preliminary site plan is included in Attachment IA.

I.B. Existing and Proposed Site Uses

The existing 13.8 acres site is primarily undeveloped but includes a gravel parking area. The site is proposed to be accessed by a full movement entrance onto US Route 1. This entrance is to be located approximately 165 feet south (center to center) of the existing entrance to Parsons Lane.

The applicant is proposing a new 1,010 SF Aroma Joes complete with a drive thru and small parking area (no indoor seating). As mentioned above, the site is anticipated to be accessed by a single, full movement curb cut onto Route 1 with single ingress lane and single egress lane. The access to the site has been designed in a way that minimizes the possibility of vehicles backing onto Route 1. The proposed preliminary site plan is included in Attachment IA.

I.C. Site and Vicinity Boundaries

The site is bounded by Parsons Lane to the north and Route 1 to the east, with private and undeveloped lots surrounding the remainder of the site. The overall site is shown on Kittery's Tax Map 66 as Lot 26. The proposed preliminary site plan is included in Attachment IA.

I.D. Proposed Uses in Vicinity of Proposed Development

Based on discussions with the Town Planner, Bart McDonough, there are two uses in the immediate area that would need to be included in any further traffic evaluation for this project. Those projects are as follows:

- “Good to Go” - 20,000 SF of manufacturing across the street from this site
- Homestead Subdivision which includes 32 residential units and a 112 room Hotel

I.E Trip Generation

The trip generation for the potential Aroma Joes is based on the previously accepted study by Haley Ward completed for the Scarborough, Maine location (stamped & signed 12/9/19). Since Aroma Joes highest trip generation is the AM peak hour, that is the time period that was used for this evaluation and what has been accepted in the past. Based on that information, the following trip generation was used.

Table 1 – Trip Generation

	AM Trip Generation (Trip Ends)		
	Enter	Exit	Total
Primary + Diverted (30%)	20	19	39
Pass-By (70%)	46	45	91
Total	66	64	130

Shown in the table above are the trip ends anticipated for the proposed use, where a trip end is a trip into or out of the site, thus a round trip is equal to two trip ends. The proposed site is forecast to generate 130 trip ends during the AM peak hour of adjacent street traffic – the busiest time of day for Aroma Joes.

As seen in Table I, the proposed development is forecast to generate a peak of 130 trip ends during the AM peak hour of the generator. Therefore a 100-200 level MaineDOT Traffic Movement Permit is required.

I.F. Trip Distribution

Based on the study previously completed by Haley Ward (stamped and signed 12/9/19), the highest trip generation for Aroma Joes is in the AM peak hour, and the following distribution is appropriate:

- AM Peak Hour Adjacent Street: Approximately 51% enter / 49% exit

I.G. Trip Composition and Assignment

Given the proposed uses, the trip composition for this project has been categorized as follows:

- 30% Primary and Diverted
- 70% Pass By

Primary trips are made for the sole purpose of going to or from the site. These primary drivers go back in the direction where they came from when exiting the site. Diverted trips are made a short distance out of the way while in route to somewhere else. Pass-By trips are made by people who would otherwise already be driving past the site location and elect to stop – someone commuting on Route 1 stopping on their way to work for coffee, for example. For this project, the primary and diverted trips have all been assumed as primary.

The trip assignment for this project has been based on existing 2021 AM traffic volumes as provided on Figure 2 in the “Traffic Impact Study, Proposed Food Manufacturing Facility” prepared by Sewall and dated July 22, 2021. A copy of the trip distribution and assignment for this project is included in Attachment IB. Figure 2 from the Good To Go project located across the street from this project is provided in Attachment IC

I.H. Attachments

Attachment IA – Site Survey, Proposed Site Plan

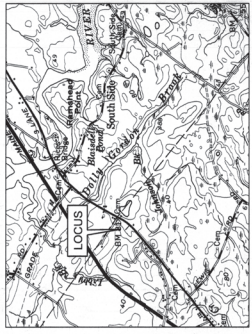
Attachment IB – Site Location Map, Trip Assignment Figure

Attachment IC – Figure 2 from Good To Go Traffic Impact Study

Attachment 1A

Site Survey

Proposed Site Plan



VICINITY MAP

REFERENCE PLANS:

- Plan of Land Proposed for Kittery Association Limited Partnership Kittery, Maine, by Thomas F. Moran, dated Dec. 9, 1988.
- Revised Plan of Property of Daniel O. Lynch, Inc. by Roger I.L.S., dated June 1978, Recorded Y.C.R.D. Plan Book 121, page 29.
- Standard Boundary Survey of Land of Daniel O. Lynch Proposed for Kittery Assoc. Limited Partnership Kittery, Maine, by Thomas F. Moran Inc., dated January 12, 1989.
- Plan Showing Land to be Conveyed to Daniel O. Lynch in Kittery, Maine, by Anderson-Lynch Engineering Co., dated December 15, 1977, Recorded Y.C.R.D. Plan Book 84, page 1.
- Federal Project DTC, Sheet 13 of 35, 1927.
- Standard Boundary Survey for Wilson Service Co., Inc., by Anderson-Lynch Engineering Inc., dated November 1953.

NOTES:

- The boundaries delineated are the opinion of this surveyor and are based on the survey data, monumentation and physical evidence. This plan does not purport title or ownership.
- Field measurements for this survey were made using a Leica total station with electronic data collection. The relative precision of the unadjusted control traverse is better than 1 in 15,000.
- The existence or non-existence, depth, size, and location of underground utility lines, tanks, and structures was not verified by this survey. Any excavated structures or utilities were identified by yellow caps stamped "Anderson PLS 1197".
- The York/Kittery Town Line is approximately along Parson's Lane per the Official Zoning Map and Street Directory of the Town of York.
- The Total Area of Parcel is 13,129 Acres, which includes the 40 ft. wide R.O.W.
- Parcels 66-27 and 66-27A have the use of an 18 ft. wide R.O.W. within the 40 ft. R.O.W. See Y.C.R.D. Book 2297, page 135.
- Title and status of Parson's Lane is unknown.
- Contours from on-site field work, datum MEAN SEA LEVEL 1929 N.O.D.
- See Parsons, P.L.S. 8441.
- Contours from on-site field work, datum MEAN SEA LEVEL 1929 N.O.D. Book 1778B, page 797.

REFERENCE DEED:

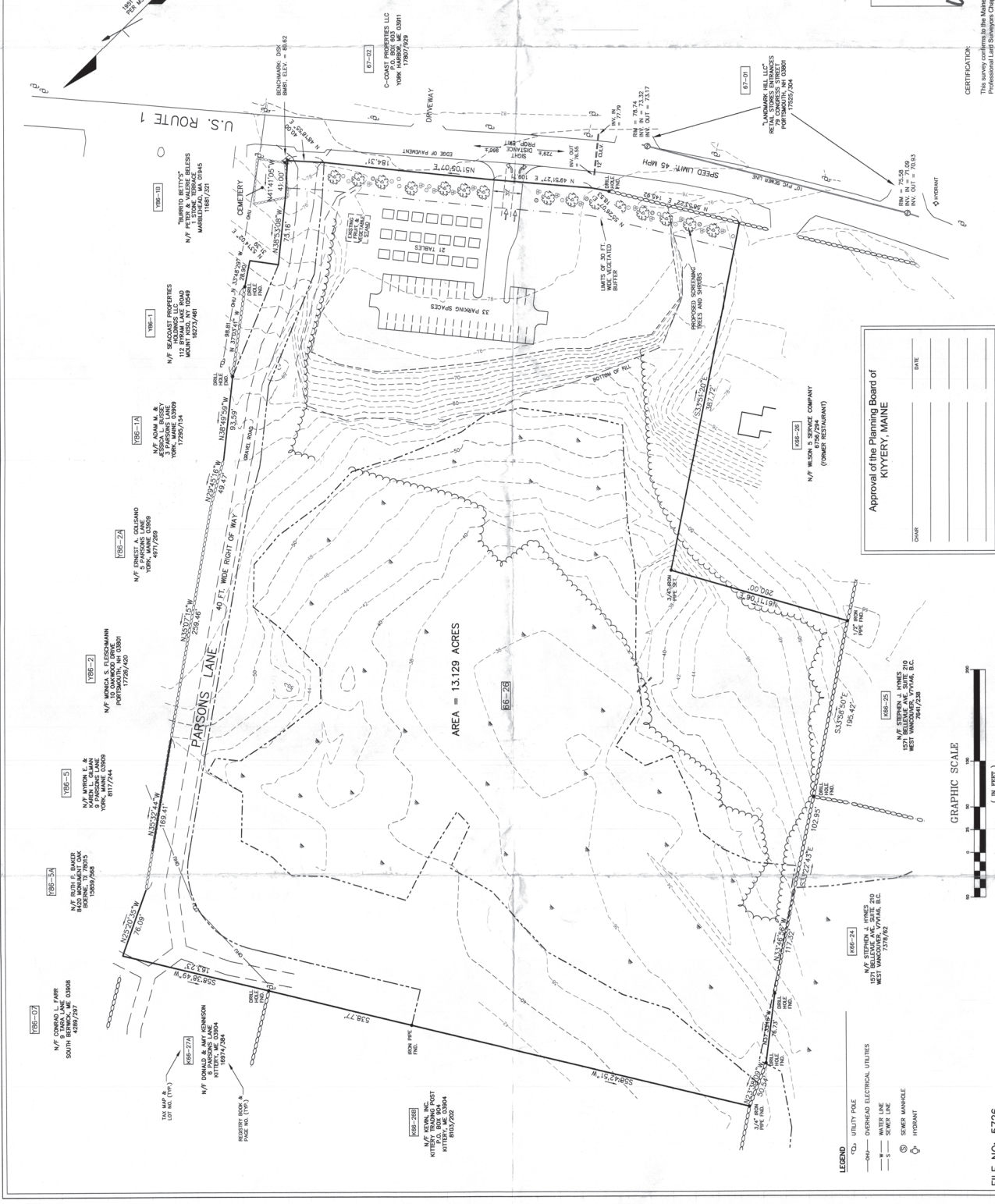
The Daniel O. Lynch Testamentary Trust to Charles S. Lynch, dated August 10, 2016, recorded Central, Book 1774B, page 676.

SITE PLAN FOR PROPOSED FLEA MARKET 523 U.S. ROUTE ONE KITTERY, MAINE



ANDERSON LIVINGSTON ENGINEERS, INC.
 281 York Street
 York, ME 03906
 (207) 885-4414
 OWNER: Charles S. Lynch
 REVISIONS: 04/20/16 REV. PERMITS, TAXES
 03/7/16 REV. MEALS, WEBS
 Date: April 9, 2016
 Scale: 1 in = 50 ft.

CERTIFICATION:
 This survey conforms to the Maine Board of Licensure for Professional Land Surveyors Chapter 90 Standards of Practice, effective April 1, 2001 except as noted on this plan.



Approval of the Planning Board of KITTERY, MAINE

CHAIR	DATE



- LEGEND
- UTILITY POLE
 - OVERHEAD ELECTRICAL UTILITIES
 - WATER LINE
 - SEWER LINE
 - SEWER MANHOLE
 - HYDRAUNT

FILE NO: 5726
 PLAN NO: 2423.180401

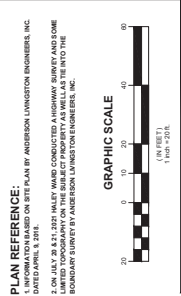
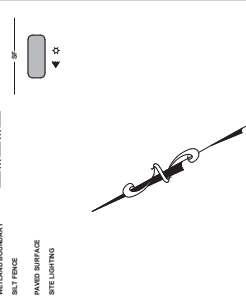
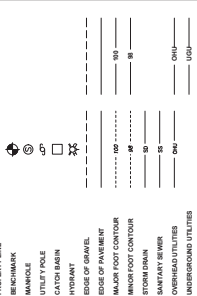
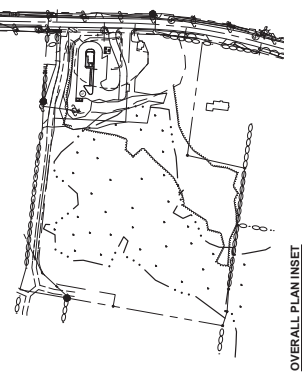
LANDSCAPING SCHEDULE

QUANTITY	TYPE	COMMON NAME	SIZE
2	TREE	ACEFR SACHINUM	12" HEIGHT 2.5" CALIBER
4	TREE	ACEFR SACHINUM	12" HEIGHT 2.5" CALIBER
4	TREE	ACEFR SACHINUM	12" HEIGHT 2.5" CALIBER
5	SHRUB	ARONIA ARBUTICOLA	2.5" HIGH
5	SHRUB	MYRSINE PENNYLANCIA	2.5" HIGH
11	SHRUB	ILEX VERTICILLATA	2.5" HIGH
11	SHRUB	ILEX VERTICILLATA	2.5" HIGH
9	PERENNIAL	HEMEROCALLIS BERGES	4x2 FT

SITE DEVELOPMENT DATA

TAX MAP	35	LOT	25
OWNER	LYNCH CHARLES S. 1370 CANTON ROAD KITTERY POINT, ME 03950-5300		
LOT SIZE	13.8 ACRES	MAXIMUM IMPROVEMENT COVERAGE	N/A
ZONE	MIXED USE (MUB)	MAXIMUM STREET FRONTAGE	700'
APPLICANT	GCS ENTERPRISES LLC 303 WARREN AVE PORTLAND, ME 04103	MAXIMUM BUILDING HEIGHT	40'
ENGINEER	HALEY WARD ENGINEERING, INC. ATTN: SEAN THIES PE ONE MERCHANTS PLAZA, SUITE 710 BANGOR, MAINE 04401	PROJECT AREA	1.0 ACRE
		NEW IMPROVEMENT AREA	NET IMPROVEMENT AREA REDUCED
		SETBACK SPACE	5 FT
		SETBACK SETBACK	5 FT
		SETBACK SETBACK	5 FT
		SETBACK SETBACK	5 FT

NOTES:
 1. THERE ARE NO PROPOSED DISTURBANCES TO WETLANDS OR WETLAND POOLS.
 2. PARKING: THIS IS A DRIVE THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE PARKING HAS BEEN PROPOSED.



NOT FOR CONSTRUCTION

HALEY WARD ENGINEERING
 ENVIRONMENTAL | SURVEYING
 One Westbrook Plaza
 Bangor, Maine 04401
 WWW.HALEYWARD.COM
 207.699.4624

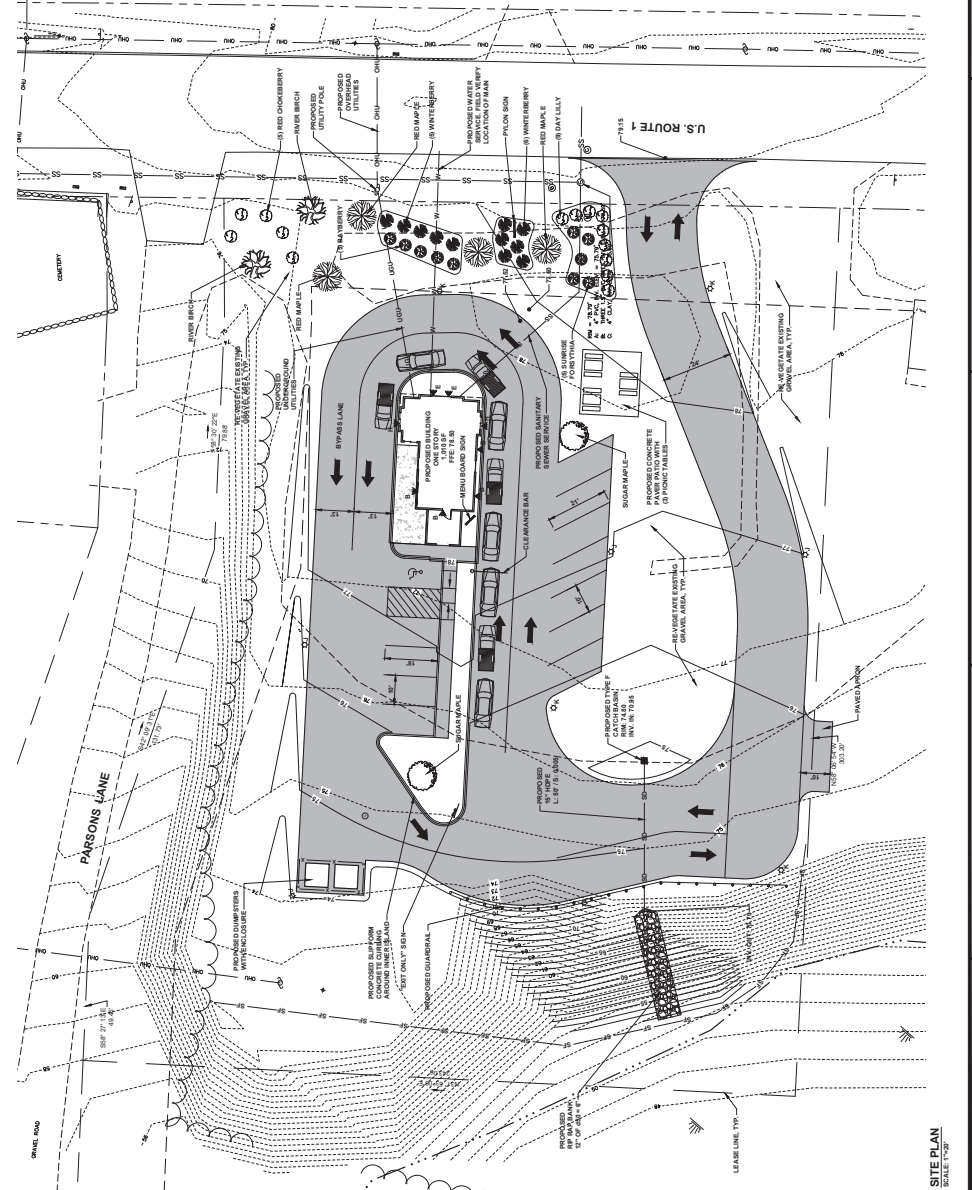
GCS ENTERPRISES LLC
 US ROUTE 1, KITTERY, MAINE

PROPOSED SITE PLAN

DATE: 07/20/2012
 TIME: 10:00
 DRAWN BY: JWB
 CHECKED BY: JWB
 PROJECT NO.: 13822.001

STATE OF MAINE
 REGISTERED PROFESSIONAL ENGINEER
 SEAN THIES
 07/28/2012
 13822.001

C101



Attachment 1B

Site Location Map

Trip Assignment Diagrams

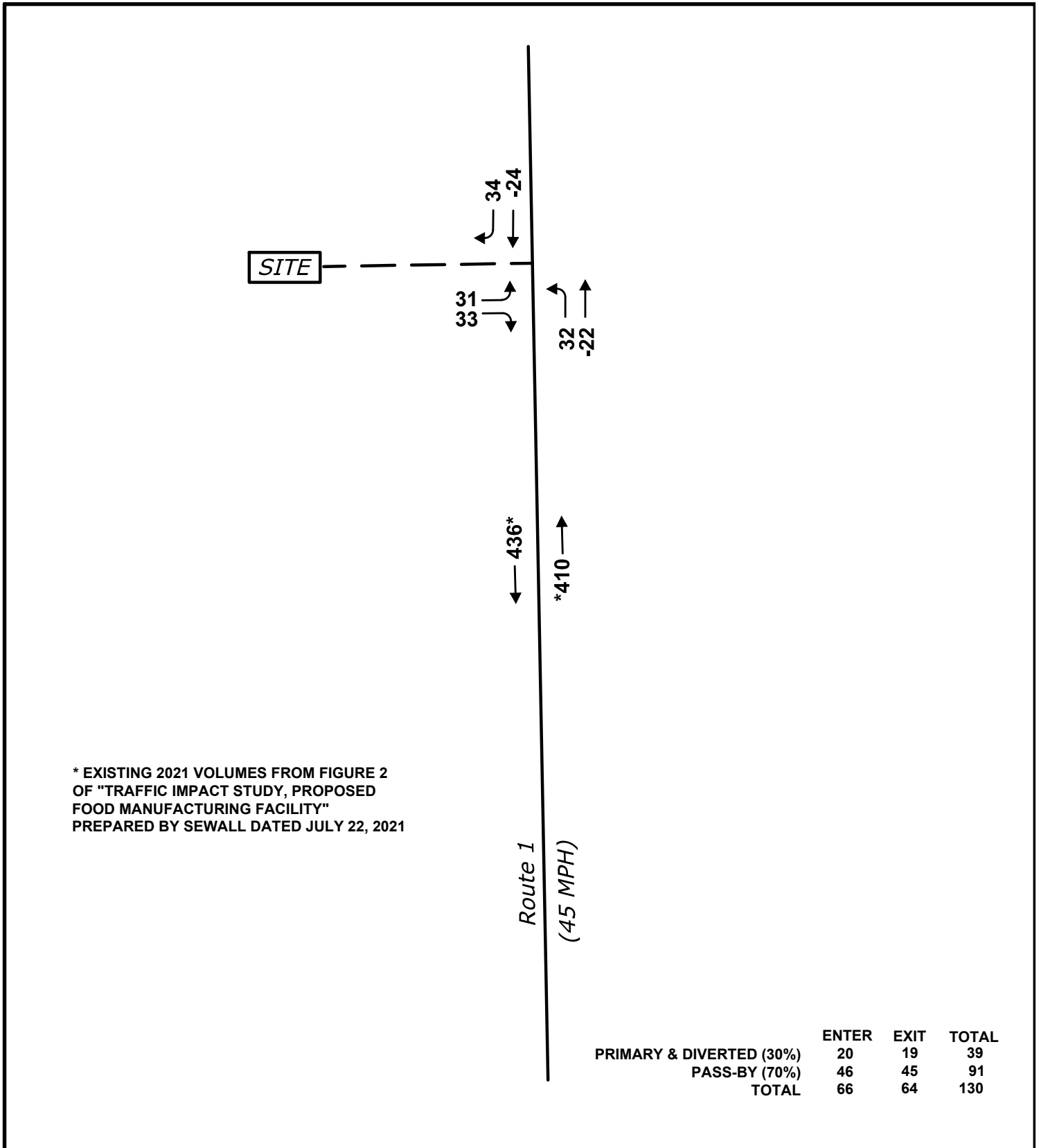
Site Location

Figure No. **1**



Aroma Joe's KITTERY, MAINE

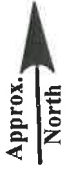
Design: BP Scale: NTS
Draft: BP Date: MAY 2021
Checked: RED File Name: LOC.dwg



Aroma Joe's KITTERY, MAINE

Attachment 1C

Figure 2 – Good To Go Study



-- AM Peak Hour
(-->) PM Peak Hour

AM Peak Hour: 8:00 - 9:00
PM Peak Hour: 3:45 - 4:45

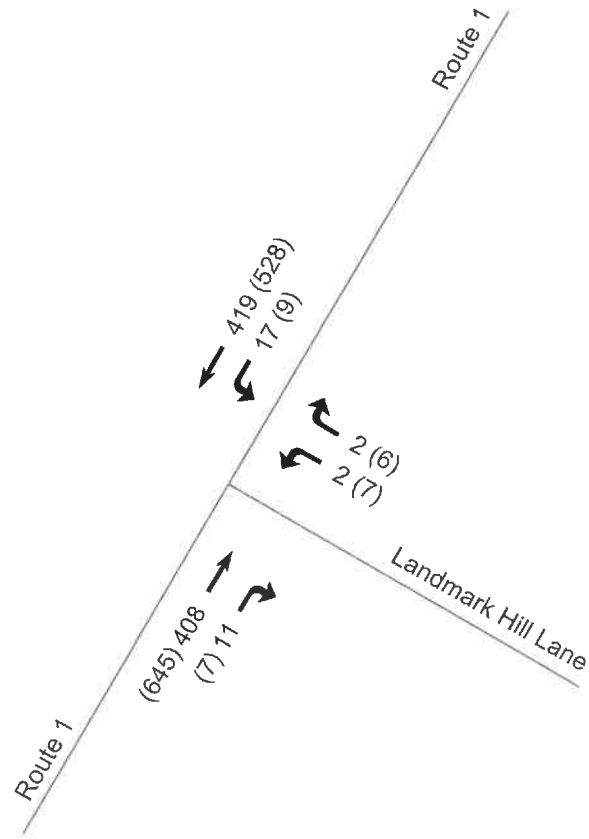


Figure 2

Existing 2021 Volumes
Kittery Food Manufacturing
Kittery, Maine



Section 2

Traffic Crashes

Section 2 Traffic Crashes

2.A. Crash Summary Data

Gorrill Palmer reviewed the safety information on the MaineDOT Crash Query website and MaineDOT Public Map Viewer for the period of 2018-2021. We looked at Route 1 from the York Town line to the north of the site to Idlewood Lane to the south of the site.

To evaluate whether a location has a crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met to be classified as an HCL.

1. A critical rate factor (CRF) of 1.00 or more for a three-year period. A CRF compares the actual crash rate to the rate for similar intersections in the state. A CRF of less than 1.00 indicates a rate of less than average **and**:
2. A minimum of eight crashes over the same three-year period.

Based on a review of the above information, there are no high crash locations within the area reviewed.

2.B. Attachments

Attachment 2A – Not applicable

Section 3

Development Entrances and Exits

Section 3 Development Entrances and Exits

3.A. Entrance and Exit Locations

The existing site is currently undeveloped, with a gravel access on Route 1. The proposed development will be served by a single full movement access on Route 1, approximately 165 feet south (center to center) of the existing Parsons Lane.

3.B. Sight Distances

Attachment 1A of Section 1 shows the proposed site plan.

To evaluate available sight distances for the proposed driveway, Gorrill Palmer completed a field review on September 3, 2021. Both the Town of Kittery and MaineDOT have standards for sight distances. The table below presents the standard distances for both MaineDOT and the Town of Kittery.

Table 1 – Standards for Sight Distance

Speed Limit (mph)	MaineDOT Required (ft)	Town of Kittery Required (ft)
25	200	250
30	250	300
35	305	350
40	360	400
45	425	450
50	495	500

Since the Town of Kittery’s requirements for sight distance are greater than MaineDOT’s, the Town’s criteria were used for this evaluation. The required sight distances at the curb cut proposed for the site are presented below.

The Town of Kittery and MaineDOT use similar evaluation methodology to measure sight distance. The Town of Kittery and MaineDOT method are as follows:

Driveway Observation Point:	10 feet from traveled way (15 feet for Kittery)
Height of Eye at Driveway:	3.5 feet above the ground
Height of Approaching vehicle:	4.25 feet above the ground

The speed limit on Route 1 at the site access is 45mph. The following table summarizes the measured sight distances at the proposed driveway.

Table 2 – Sight Distance Summary

Approach	Sight Distance (ft)		
	Required (ft)	Looking Left	Looking Right
Exiting onto Route 1 - 45 mph (@10' from edge of traveled way)	450	1030	565
Exiting onto Route 1 - 45 mph (@15' from edge of traveled way)	450	1030	525

As shown in the table, the sight distance looking both left and right at the proposed exit exceeds both the Town of Kittery and MaineDOT requirements. Looking left, the sight line was eventually restricted by the crest of the hill. Looking right, the sight line was eventually restricted by a grove of trees on the near side of the road approximately 240' south of the proposed driveway.

Section 4

Title, Right, or Interest

Section 4

Title, Right, or Interest

4.A. Evidence of Title, Right, or Interest

A copy of the Deed and Lease is included in Attachment 4A.


4.B. Attachments

Attachment 4A – Deed / Lease

Attachment 4A

Deed

Lease Agreement

DEBRA L. ANDERSON, REGISTER OF DEEDS

Bk 17776 PG 679
 Instr # 2018032594
 08/10/2018 03:33:13 PM
 Pages 2 YORK CO

TRUSTEE'S DEED

Robert W. Ferguson of Shapleigh, County of York, and State of Maine, **Trustee of the Daniel O. Lynch Testamentary Trust**, see York County Probate Court, Docket No. 1991-0553(l), by the power conferred by law, and every other power,

for consideration paid,

grants to **Charles S. Lynch** of Kittery, County of York, and State of Maine,

whose mailing address is 13 Pochantas Road, Kittery Point, ME 03905,

the real property in Kittery, York County, Maine, described as follows:

a certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine, on the Northwesterly side of U.S. Route 1, bounded and described as follows: Beginning at the Easterly corner of said land adjacent to the Northwesterly sideline of U.S. Route 1 at its intersection with the Southwesterly sideline of a private way, known as Parsons Lane, and thence running Southwesterly by the Northwesterly sideline of said Route 1 to land formerly of Maria Lucas and formerly of A. W. Johnson; thence running Northwesterly by said Lucas/Johnson land and land now or formerly of Joseph Kozlowski, formerly land of one Wilson; thence running Northeasterly by land now or formerly of Harold Cole to a spike in the ground by Parsons Lane; thence running South 34° 11' 30" East seventy-five and seventy-eight hundredths (78.78) feet to a point on a rock by Parsons Lane; thence South 44° 18' 00" East by Parsons Lane three hundred thirty-six and ninety-six hundredths (336.96) feet to a corner of stonewalls; and thence continuing Southeasterly by the Southwesterly sideline of Parsons Lane four hundred and seventy-three (473) feet, more or less, to the Northwesterly sideline of U.S. Route 1 and the point of beginning.

Excluding that land described in a deed of J.M.G. Corporation to James Further, dated December 1, 1976, and recorded in York County Registry of Deeds.

Excepting from the above a parcel of land conveyed to George A. Patten, by deed dated February 16, 1977, and recorded in said Registry, Book 3016, Page 330.

Reserving to Harold F. Cole and Elizabeth L. Cole, their heirs and assigns, a right of way to be used in common with others over the demised premises for vehicular traffic; said right of way to be approximately 18 feet in width, parallel generally with Parsons Lane.

Subject to a right of way or easement given by Robert W. Ferguson, Trustee of the Daniel O. Lynch Trust to Jacques W. Dion and David L. Dion, by deed dated August 21, 1996, and recorded in said Registry, Book 8071, Page 132.

Reference may be had to two deeds to Robert W. Ferguson, Trustee of the Daniel O Lynch Trust, recorded in said Registry, Book 6210, Page 76 and Book 8966, Page 265.

Meaning and intending to convey to the Grantee herein any lands of the Daniel O. Lynch Trust situated in said Kittery, on the Northwesterly side of U.S. Route 1 and on the Southwesterly side of Parsons Lane, so-called.

Fiscal Year Real Estate Taxes beginning 10/31/2018 are to be paid by the Grantee herein.


Return To
FERGUSON & JOHNSON, P.A.
 PO Box 97
 Springvale, ME 04083

NO R.E. TRANSFER TAX PAID


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Witness my hand and seal this *10th* day of August, 2018.

DANIEL O. LYNCH
TESTAMENTARY TRUST



Witness



Printed Name: Robert W. Ferguson
Trustee

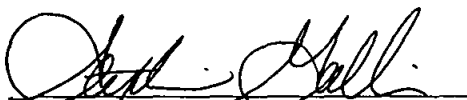
STATE OF MAINE
York, ss.

August *10*, 2018

Then personally appeared the above named Robert W. Ferguson, Trustee of the Daniel O. Lynch Testamentary Trust and acknowledge the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Seal
STEPHANIE A GALLINA
NOTARY PUBLIC
State of Maine
My Commission Expires
DECEMBER 29, 2022



Notary Public
Printed Name: *Stephanie Gallina*

Prepared by: FERGUSON & JOHNSON, P.A.
506 Main Street. (P.O. Box 97)
Springvale, ME 04083

LEASE BETWEEN

Charles S. Lynch

AS LANDLORD,

AND

AROMA JOE'S REAL ESTATE, LLC

AS TENANT

**LOCATION: 523 US Rt. One
Kittery, ME 03904**

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INDEX

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Exhibit A Property Legal Description
Exhibit B Estoppel Certificate

Exhibit C Warranty Deed
Exhibit D Letter of Possession



LEASE

8/16/2021

This Lease (hereinafter "Lease") made and entered into this _____, by and between Charles S. Lynch, hereinafter referred to as "Landlord," and AROMA JOE'S REAL ESTATE, LLC, a limited liability company, organized under the laws of Florida and having its usual place of business at 352 Warren Avenue, Unit 8, Portland, ME 04103, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

Definitions

The following terms when used hereinafter shall be defined as follows:

Building

"Building" means the structure or portions of a structure constructed or to be constructed by Tenant.

Premises

"Premises" means a portion of Landlord's property Leased to Tenant.

"Rent" means the total gross amount due under the lease as hereinafter described in Section Four.

**SECTION ONE
DESCRIPTION OF PREMISES**

Landlord Leases to Tenant and Tenant Leases from Landlord the Premises located at 523 US Rt. 1, Kittery, ME (physical address) defined as the land and appurtenances thereto which contains approximately 1 acres. The acreage of the Premises is based upon the measurements found in the deed for the Property. In the event that the actual acreage of the Premises is larger than specified herein, the terms and conditions shall remain the same.

The Premises shall be described in accordance with Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION TWO
TERM**

The initial term of this Lease is five (5) years.

This Lease and all of its corresponding rights and obligations other than the payment of Rent shall commence when all of the following requirements have been met ("Lease Commencement Date"): 1) Receipt by Tenant of all necessary approvals and permits and 2) acceptance of the Premises by Tenant as evidenced by Tenant's written acknowledgement of receipt and acceptance of a letter of possession from Landlord (Exhibit D). If possession of the premises is not delivered by Landlord to Tenant within Ninety (90) days of the final execution of the Lease Agreement, Tenant shall have the option of terminating the Lease Agreement by giving

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Landlord written notice. In the event of such termination, Landlord agrees to execute documents related thereto and promptly return any and all monies paid by Tenant.

The parties herein agree that, subject to the execution of this Lease, Tenant shall be entitled to the use and possession of the Premises for the purposes of site planning, engineering, and any purpose related to obtaining necessary approvals and permits to construct an Aroma Joe's coffee shop.

Tenant shall have a One Hundred Eighty (180) day Due Diligence Period beginning on the date of execution of a Lease Agreement to conduct ay due diligence, investigations, studies, and tests to examine all aspects of the property and determine if they wish to proceed. Tenant, at their sole discretion for any or no reason shall have the right to terminate the Lease agreement prior to the expiration of the Due Diligence Period

During this period, Tenant, at their sole cost, shall use good faith efforts to obtain all permits and approvals for the intended use as a coffee shop with drive-thru. If all necessary permits an state, city, and town approvals, to construct a coffee shop with a drive-thru are not obtained, Tenant shall have the option of terminating this Lease by giving Landlord written notice. In the event Tenant chooses to terminate this Lease, Landlord agrees to execute documents related thereto and to promptly return any and all monies paid by Tenant.

Tenant shall have the right to extend the Due Diligence Period for up to three additional months, provided they notify the Landlord in writing and provide proof of due diligence in obtaining permits.

Prior to the commencement of Tenant's construction, the parties agree that in the event Tenant's sublessee is unable to secure financing to construct the premises as a coffee shop, Tenant may terminate this Lease upon written notice to Landlord without any penalty or cost. Upon receipt of the notice, Landlord agrees to immediately return any security deposits and prepaid rents to Tenant.

SECTION THREE QUIET ENJOYMENT

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease. Upon request, Landlord shall provide proof of ownership satisfactory to Tenant (Exhibit C).

Should Landlord fail to uphold the aforementioned covenant, Landlord and Tenant agree that Tenant's damages will be significant and difficult to ascertain. Therefore, Landlord agrees that Tenant's liquidated damages recoverable from Landlord for such breach shall be \$50,000.00. Landlord acknowledges that this liquidated damages provision is a fair estimate of Tenant's damages and does not constitute a penalty. For the purpose of this section, any limitation of the personal liability of the Landlord shall be null and void, and the person executing this Lease on behalf of the Landlord shall be liable for the aforementioned damages both in his/her capacity and personally. This clause shall survive the termination of this Lease.

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No changes or additions by the Landlord will inhibit access to or visibility of the Premises or decrease parking ratio. Tenant is allowed, at its cost, to prune, cut back or remove any trees that interfere with visibility of the Premises.

If Tenant's operation or use is at any time impaired or affected by the closing, relocation, alteration or improvement of any street adjoining the Premises, Tenant may, at its option, either terminate this Lease, or reduce the rent payable by fifty percent (50%) during the period of such impairment. Either of these options may be implemented upon thirty (30) days written notice to Landlord.

**SECTION FOUR
RENT**

Tenant covenants and agrees to pay Base Rent in advance on the first (1st) day of each calendar month during the Term and without notice or demand, in lawful money of the United States, to Landlord, throughout the Term and any Extension Term of this Lease as follows:

Term	Base Rent Monthly
Rent Commencement – Twenty Third Month of the initial term	One Thousand Seven Hundred Dollars (\$1,700)
Twenty Fourth Month – Thirty Fifth Month of the initial term	One Thousand Seven Hundred and Thirty Four Dollars (\$1,734)
Thirty Sixth Month – Forty Seventh Month of the initial term	One Thousand Seven Hundred and Sixty Eight Dollars and Sixty Eight Cents (\$1,768.68)
Forty-Eight Month – Fifty Ninth Month	One Thousand Eight Hundred and Four Dollars and Five Cents (\$1,804.05)

The Rent shall commence on the earlier of One Hundred Eighty (180) days after the Lease Commencement Date or on the date the Tenant opens for business, ("Rent Commencement Date").

**SECTION FIVE
USE OF PREMISES**

Tenant's use shall be defined as a restaurant for on and off premises consumption or for any other lawful purpose. Landlord acknowledges that Tenant's menu consists primarily of coffee and related items and that from time to time Tenant may add test items to its menu. Landlord further agrees that Tenant may add, delete and/or change its menu without the prior consent of the Landlord provided that Tenant complies with all local codes and ordinances, and that the Landlord has no preexisting agreements prohibiting such menu additions. In no event shall Tenant's menu be construed as limited to coffee and related food items. Tenant may, but shall not be required to remain open seven (7) days per week twenty-four (24) hours per day. Landlord acknowledges that the normal operation of Tenant's business will create certain aromas.

**SECTION SIX
UTILITIES**

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Tenant shall pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, sewer and telephone service. Tenant shall be responsible for any and all tap fees, hook-up fees, connection fees, impact fees (if any) necessary for Tenant's utilities. Landlord agrees to reimburse Tenant one half of water and sewer hook-up and connection fees as long as Landlord, or any entity Landlord sells, or leases landlord's adjoining premises connects to Tenant sewer or water lines.

SECTION SEVEN REPAIRS AND MAINTENANCE

Tenant shall, at its expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair, except when damaged by Landlord, its agents, or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Premises, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the term of this Lease. Tenant shall, at its expense, maintain in good condition, the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant except when such damage is caused by Landlord, its agents or employees. Landlord hereby agrees that Tenant may, at Tenant's sole discretion, remove the Building at the cessation of the Lease regardless of whether the Lease ceases by termination, default, breach, or otherwise. Tenant hereby agrees that Tenant will repair any damage caused to the Premises arising from or directly related to the removal of the Building at the cessation of the Lease.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

Further, Tenant warrants that the Premises will be constructed in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Any alterations required to bring the Building into compliance with the ADA or other local accessibility ordinances shall be the Tenant's sole expense and responsibility, and any charges incurred by the Tenant shall not be charged back to the Landlord.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying rent only to the date of said vacating.

SECTION EIGHT HAZARDOUS SUBSTANCES

Landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in, on, or under the Premises and the Building prior to the date of execution of this Lease has been in compliance with all applicable environmental laws. "Hazardous Substances" shall mean molds, pollutants,

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biological pollutants, contaminants, toxic or hazardous waste, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Premises or the Building, and that the Premises and the Building are free of Hazardous Substances as of the date of the execution of this Lease, except for Hazardous Substances contained in products used by Landlord or Tenants in de minimis quantities for ordinary cleaning and office purposes properly stored in a manner and location meeting all Environmental Laws.

Landlord hereby agrees, represents and warrants that (i) no activity will be conducted in, on, or under the Building by Landlord and/or its agents, employees or contractors that will produce any Hazardous Substance, except for such activities that are a part of the ordinary course of Landlord's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Building or Premises will not be used by Landlord and/or its agents, employees or contractors in any manner for the storage of Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Landlord's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing by any governmental agency; (iii) no portion of the Building or Premises will be used as a landfill or a dump; (iv) Landlord will not install any underground tanks of any type in, on or under the Building; (v) Landlord will not allow any surface or subsurface conditions in the Building to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Landlord will not knowingly permit any Hazardous Substances to be brought onto the Premises or the Building, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; and (vii) to the best of Landlord's knowledge and belief: (a) Landlord has duly complied with and Landlord, the Premises, and the Building are presently in compliance with all Environmental Laws, and; (b) Landlord has received no notice respecting, nor does it otherwise know of nor suspect, any fact which might constitute a violation of any Environmental Law.

Landlord agrees to indemnify, defend and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease from or in connection with the breach of the foregoing representations and warranties by Landlord or the presence or suspected presence in the past, or during or after the term of this Lease, of Hazardous Substances in, on, or under the Premises and the Building unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees, contractors. This indemnification specifically includes all costs due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the Premises or the Building.

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Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent, except for Hazardous Substances contained in products used by Tenant or such other persons in de minimis quantities for ordinary cleaning and office purposes provided such materials are properly stored in a manner and location meeting all Environmental Laws. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

SECTION NINE GLASS

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by Landlord or if such damage is caused by the negligence of the Landlord, its agents, or employees.

SECTION TEN SURRENDER OF PREMISES

Tenant shall be permitted, within three (3) months after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal, including but not limited to the Building. Any such addition or improvement not removed within three (3) months shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant. If Tenant has made improvements to the Premises which, if removed, would cause significant damage to the Premises, then Tenant may, at its option, choose to leave these improvements in place without incurring any liability for their removal by Landlord or a third party.

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Tenant's trade fixtures and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph.

On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased premises and all of Tenant's alterations and fixtures broom clean, in good order and condition, excepting reasonable wear and tear. Tenant may, but shall not be required to remove those alterations or improvements to the Leased premises which are installed by Tenant and which are trade fixtures which may be removed without material damage to the Lease premises and which are in the nature of furniture, movable refrigeration, movable cooking equipment, storage and display cases, counter shelves and racks. All other alterations and fixtures including, without limitation, those in the nature of ventilating, air conditioning, unmovable refrigeration, unmovable cooking equipment, plumbing, sprinkling systems, outlets, partitions, doors, vaults, paneling, molding or flooring shall be surrendered with the Leased premises and Tenant need not remove them.

**SECTION ELEVEN
DAMAGE OR DESTRUCTION OF PREMISES**

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Landlord shall promptly repair and restore them to the condition which Landlord furnished to Tenant upon the commencement of the term of this Lease. The Premises shall be repaired within ninety (90) days of the date of the damage or destruction. Landlord will not be responsible for any repair or restoration under this section of damage or destruction to the Building discussed under this section.

Regardless of whether the Premises, Building, or both are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Rent shall be abated proportionately to the extent to which damage and repair operations interfere with the business conducted on the Premises by Tenant.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

Unless caused by the negligence or willful misconduct of Tenant, if the Building or part thereof shall be damaged or destroyed and such damage or destruction shall materially interfere with the enjoyment of the Premises by Tenant, the Rent shall abate in proportion to such interference during the period of such interference.

Landlord covenants and agrees, as a material inducement for Tenant entering into this Lease, to carry a standard fire and extended coverage insurance policy in an amount sufficient to cover the full replacement cost of the Building. Landlord also covenants and agrees, as a material inducement for Tenant entering into this Lease, that any insurance proceeds shall be applied exclusively to the cost of repairing or rebuilding the Premises, unless the Lease is terminated pursuant to this section.

**SECTION TWELVE
NON-LIABILITY OF LANDLORD FOR DAMAGES**

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's

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business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims. Landlord shall indemnify Tenant for any loss occurring in the common areas.

**SECTION THIRTEEN
FIRE INSURANCE**

Tenant is responsible for its own insurance to cover its own contents located in the Building, and all of the personal property and equipment included in the Building. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Landlord shall be responsible for obtaining fire and extended coverage for the Premises with a reputable, appropriately rated and financially responsible insurer. The insurer must have an 'Excellent' financial rating as determined by Moody's or an A.M. Best rating of A-/IX. In addition, such insurance company must be authorized to do extended coverage insurance in the state in which the Premises and Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Building in an amount which is adequate to cover the cost of equipment and trade fixtures.

**SECTION FOURTEEN
LIABILITY INSURANCE**

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) aggregate. Landlord shall be an additional insured in such policy; Landlord shall procure from sublessee a Certificate of Insurance with reference to the same.

Sublessee is the entity that has executed a sublease with the Tenant. Sublessee has agreed in said sublease to perform all of the obligations of the Lease including but not limited to supplying the Landlord with a Certificate of Insurance.

**SECTION FIFTEEN
ASSIGNMENT, SUBLEASE, OR LICENSE**

Tenant shall not assign this Lease or sublet the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

Notwithstanding the above paragraph, Tenant may assign this Lease or sublet the Premises to any bona-fide licensee/franchisee of Aroma Joe's Franchising, LLC, doing business as an Aroma Joe's coffee restaurant without the prior consent of or written notice to the Landlord.

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Such assignment and subletting shall not alter the Tenant's responsibility to the Landlord under this Lease. Landlord agrees to accept rent from Tenant, its assignee, or sublessee.

Landlord and Tenant agree that the purpose of this Lease is to sublet the Premises to an authorized Aroma Joe's licensee/franchisee of Aroma Joe's Franchising, LLC. Should Tenant not succeed in obtaining an executed sublease within sixty (60) days of the execution of this Lease, Tenant may, at Tenant's option, void this Lease upon written notice.

SECTION SIXTEEN IMPROVEMENTS OR ADDITIONS BY TENANT

During the term of this Lease, Tenant shall have the right and privilege of remodeling or altering the interior and exterior of the Premises and Building, without the prior consent of Landlord, in accordance with the standard Aroma Joe's decor, including installation of additional partitions complying with all codes, ordinances, and laws in effect at the time of remodeling. If Tenant or its authorized assignee/sublessee is unable to obtain permits from all applicable governmental authorities to construct its improvements at the Premises One Hundred Twenty (120) days after this Lease is fully executed by Landlord and Tenant then Tenant may rescind this Lease. No alterations or improvements affecting the structural portion of the Premises shall be made by Tenant without the written consent of Landlord.

SECTION SEVENTEEN RESTRICTIONS AGAINST MECHANIC'S LIENS

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanic's and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises and Building, provided said work was performed by Tenant and provided the person performing the work has filed the lien properly in accordance with the laws of the State where the Premises are located.

SECTION EIGHTEEN SIGNS

Landlord hereby gives its consent to Tenant to construct the interior and exterior of Premises and Building in accordance with standard Aroma Joe's decor and to erect standard Aroma Joe's signs/awnings on the Premises utilizing the Franchisor's standard logo and colors. Tenant's signs shall measure at least 36" high and extend the length of the fascia. The phrase "standard Aroma Joe's signs" shall be deemed to include existing pole signs, monument signs and awnings. Additionally, Tenant may use standard Aroma Joe's window advertising including but not limited to LED "open" signs and static cling(s).

Landlord further acknowledges and agrees that this consent is absolute and Tenant shall not be required to submit any of the aforementioned items for Landlord's review. However, Tenant agrees that any signage installed by Tenant shall conform to local codes and ordinances.

In the event Tenant shall be prohibited from utilizing the Franchisor's standard décor and signage, Landlord and Tenant shall use best efforts to obtain a variance or applicable approvals. Tenant may, at Tenant's option, terminate this Lease at any time upon thirty (30) days written notice to the Landlord should Tenant, its assignee or sublessee fail to receive any approval,

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permit, licenses, rezoning or variance that is required to meet or exceed its requirements as stated herein.

SECTION NINETEEN PARKING

In the event the Landlord acquires another Tenant, Landlord will assure the shared parking areas are free of potholes, adequately striped and in good condition.

SECTION TWENTY CONDEMNATION

If the whole or any part of the Premises shall be taken by any lawful authority under the power of eminent domain, then this Lease and the term demised, shall thereupon terminate and Tenant shall be liable for rent only up to the date of such termination.

In the event of the condemnation of the Premises, Tenant is entitled to participate in any and all awards for such taking to the extent that any such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease for loss of business, the Building, fixtures, goodwill, moving expenses and attorneys' fees and costs, to the fullest extent permitted by law. In no event shall Tenant's claim reduce and/or diminish Landlord's award.

SECTION TWENTY-ONE HOLDING OVER

The failure of Tenant to surrender the Premises upon the termination of the original Lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at the same monthly rental as the last month of the then current term, payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

SECTION TWENTY-TWO NOTICES

Landlord and Tenant acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since Tenant may sublet the Premises to a licensee/franchisee of Aroma Joe's Franchising, LLC and the licensee/franchisee may pay rent directly to Landlord, Tenant does not receive rental income and will not know if rent has not been paid. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice to Tenant within ten (10) days of any failure to perform any of the terms or conditions of this Lease by Tenant, its sublessee, or assignee. Failure of Landlord to give such notice will constitute a waiver of monetary and non-monetary claims against Tenant. Any notice which is to be given to Tenant shall be deemed sufficiently given if sent by Certified or Registered Mail, postage prepaid, addressed as follows:

- Tenant:
- (1) AROMA JOE'S REAL ESTATE, LLC
352 Warren Avenue, Unit 8
Portland, ME 04103
Email: Legal@aromajoes.com, and
 - (2) A necessary copy to:

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Aroma Joe's Development of Maine
352 Warren Ave., Suite 7
Portland, ME 04103
Email: DA_me_nh@aromajoes.com, and

- (3) A necessary copy to:
The Premises

Landlord's address for notice is:

13 Pocahontas Rd

Kittery Point, ME 03905
Phone: _____ 207-337-2184

Landlord's Tax I.D. Number (If Corporation) or Social Security Number (If Individual) is:
001-48-9133 _____.

The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date received. Landlord agrees to accept rent at the above-referenced address.

Any change in the Landlord entity (including, but not limited to; property ownership, address for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

SECTION TWENTY-THREE DEFAULT

In the event Tenant's failure to perform any of the terms or conditions of this Lease continues for thirty (30) days after Tenant's receipt of written notice thereof, Landlord shall declare the rights of Tenant under this Lease terminated, and thereafter, recover possession of said Premises through legal process. Landlord acknowledges an affirmative duty to mitigate Tenant's damages and shall in no event seek to accelerate rent.

Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's aggregate liability in the event of default shall not exceed the lesser of two (2) month's rent, Three Thousand Four Hundred Dollars (\$3,400.00), or the rent that would become due for the remainder of the term of Lease. Furthermore, Landlord acknowledges an affirmative duty to mitigate damages and shall in no event accelerate rent. Landlord and Tenant agree that this limitation of liability shall apply to, but not be limited to, all back and future rent, triple net charges (if applicable), late fees, attorney fees and court costs." Upon the termination of this Lease, whether in accordance with this section or otherwise, Tenant shall be permitted access to the Premises to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, the building, signage, and murals.

SECTION TWENTY-FOUR TERMINATION

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Tenant may, at Tenant's option, terminate this Lease at any time. In the event Tenant chooses to exercise this option, Tenant shall be required to pay to Landlord a sum of money equal to the lesser of Two (2) month's rent, Three Thousand Four Hundred Dollars (\$3,400.00), or the rent that would become due for the remainder of the term of the lease. If Tenant elects to exercise this option, it shall give Landlord at least thirty (30) days written notice thereof, which notice shall designate the date of termination and the term hereof shall expire on such date. Tenant shall make the payment required by this section within thirty (30) days after such termination.

In addition, should the rent exceed five percent (5%) of the gross weekly sales for any three (3) of the prior eight (8) weeks, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, without incurring any liability for such termination.

SECTION TWENTY-FIVE TENANT'S REMEDIES ON DEFAULT

In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

SECTION TWENTY-SIX LICENSES/ALTERATIONS

This Lease and Tenant's obligation to pay rent including any first month's rent or security deposit if any, are contingent upon Tenant's ability to procure upon first application, the necessary approvals, permits, and licenses, from appropriate governmental authorities to use the Premises as an Aroma Joe's coffee restaurant.

Any deposit or first month's rent that has been paid on behalf of Tenant prior to receipt of said permits and approvals shall be returned to Tenant within thirty (30) days of notice by Tenant to Landlord that the Building fails to meet Tenant's requirement of suitability for its intended use as a restaurant. Further, upon receiving permits, approvals and licenses Tenant shall have the right and privilege of constructing, remodeling, or altering the Premises and Building, in accordance with the standard Aroma Joe's decor, including installation of additional partitions provided Tenant complies with all applicable codes, ordinances and laws in effect at the time of remodeling.

SECTION TWENTY-SEVEN TAXES AND ASSESSMENTS

Landlord agrees to pay all general real estate taxes and special assessments assessed to the Premises and the Building, during the term of this Lease, or any Lease extension. Such taxes shall be paid before they are delinquent and become charged against the Premises therein. Landlord shall provide to Tenant annually with evidence that all taxes and special assessments have been paid, and Tenant shall repay the taxes and special assessments to Landlord on or before Forty-Five (45) days after presentment.

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Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective Tenants (starting thirty (30) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises.

Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension of renewal thereof.

**SECTION TWENTY-NINE
RENEWAL TERMS**

Tenant has the option of extending this Lease for Ten (10) consecutive period(s) of five (5) years. This Lease shall automatically renew without notice being sent by Tenant to Landlord. Tenant shall provide Landlord with written notice of its intention not to renew this Lease at least ninety (90) days prior to the expiration of the then current term. The occurrence of any automatic renewal hereunder shall be binding and irrevocable

In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew. Tenant's notice to Landlord of Tenant's intent to exercise any renewal option under the Lease shall be revocable for a period of five (5) business days after receipt by Landlord of the notice of renewal ("Rescission Period"). Upon expiration of the Rescission Period, Tenant's exercise of the renewal option shall be binding and irrevocable

No more than One Hundred (100) days prior to the expiration of the then current term, Landlord may provide Tenant with a written request for notice from Tenant of Tenant's intention to renew this Lease. Upon such request, Tenant shall provide notice to Landlord within Ten (10) days after receipt of written notice from Landlord citing Landlord's request for written notice of Tenant's intention to renew this Lease.

Any change in the Landlord entity (including, but not limited to, property ownership, address (including both physical address and e-mail address) for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

The terms and conditions for each renewal period shall be the same as those contained herein, except for the Rent which shall be increased at a rate of two percent (2%) per year.

**SECTION THIRTY
LIMITATION OF LIABILITY OF PERSONS
AND ENTITIES AFFILIATED WITH TENANT**

LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE LIMITED LIABILITY COMPANY AND THAT TENANT'S ASSETS CONSIST ALMOST EXCLUSIVELY OF LEASES, SUBLEASES, AND OPTIONS TO PURCHASE LEASED PREMISES. LANDLORD ALSO RECOGNIZES

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AND ACKNOWLEDGES THAT TENANT WAS ORGANIZED PRINCIPALLY FOR THE PURPOSE OF NEGOTIATING AND DRAFTING LEASES WITH A VIEW TOWARDS SUBLETTING THE LEASED PREMISES TO FRANCHISEES/LICENSEES OF AROMA JOE'S FRANCHISING, LLC. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AROMA JOE'S FRANCHISING, LLC IS A DELAWARE CORPORATION THAT OWNS ALL RIGHTS TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANT AND THAT LANDLORD HAS ALSO BEEN ADVISED THAT TENANT HAS NO RIGHTS WHATSOEVER TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANTS OR COLLECT ANY FRANCHISE-RELATED ROYALTIES FROM ANY PROSPECTIVE SUBLESSEE OF THE PREMISES. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN OPPORTUNITY, WHETHER BY ITSELF OR WITH THE ASSISTANCE OF ITS PROFESSIONAL ADVISORS, TO MAKE INQUIRY OF TENANT'S FINANCIAL STATUS AND TO EVALUATE SAID STATUS TO ITS SATISFACTION. LANDLORD HAS EITHER MADE SUCH INQUIRY AND IS SATISFIED WITH THE RESPONSE TO SUCH INQUIRY OR HAS AFFIRMATIVELY AND VOLUNTARILY DETERMINED NOT TO DO SO. LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES THAT NO PERSON OR ENTITY OTHER THAN TENANT HAS MADE ANY REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF TENANT TO PERFORM TENANT'S OBLIGATIONS HEREUNDER. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT INTENDS TO SUBLEASE THE PREMISES TO A PERSON(S) WHO HAS OR WILL BE AWARDED A FRANCHISE/LICENSE FOR AN AROMA JOE'S COFFEE RESTAURANT FROM AROMA JOE'S FRANCHISING, LLC, UNDER WHICH SUBLEASE THE SUBLESSEE WILL PAY RENT DIRECTLY TO LANDLORD SO THAT THE RENTAL PAYMENT FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY TENANT. ALTHOUGH THE SUBLESSEE MAY OPEN A BUSINESS OPERATION DOING BUSINESS AS A AROMA JOE'S COFFEE RESTAURANT AND MAY HAVE FRANCHISE AND OTHER BUSINESS RELATIONSHIPS WITH CORPORATIONS RELATED TO OR ASSOCIATED BY THE GENERAL PUBLIC WITH "AROMA JOE'," AS IT IS COMMONLY KNOWN, LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH THE LANDLORD AND TENANT OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT OR SUBLESSEE. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) AROMA JOE'S FRANCHISING, LLC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, AND/OR (B) ANY PERSONS AND ENTITIES WHO ARE THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS OF THE TENANT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.

**SECTION THIRTY-ONE
ENTIRE AGREEMENT**

Landlord represents that there are no oral agreements affecting this Lease, exhibits and riders, if any, attached hereto and forming a part hereof, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, executed Lease(s), Lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), employee(s), Aroma Joe's franchisee(s), and/or Aroma Joe's development agent(s) of Aroma Joe's Franchising, LLC. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

**SECTION THIRTY-TWO
BROKERS**

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The parties acknowledge that Tenant did not employ the services of a Real Estate Broker. Therefore, Tenant has no responsibility whatsoever to pay any fees or commissions to Landlord or to any third party in connection with this Lease. Further, Landlord agrees to indemnify Tenant for any claims for brokerage fees or commissions in connection with this Lease.

SECTION THIRTY-THREE COMPETITION

Landlord agrees and understands that the following exclusive language is a material inducement for Tenant to enter into this Lease.

Landlord agrees not to sell, Lease, let, use or permit to be used, any property owned or controlled at the intersections of US Route one and Parson's Lane, co-called, also known as 523 US Route one, Kittery, ME, now or at any time during the initial term of this Lease or any renewal thereof to any entity including, but not limited to, food trucks, kiosks and mobile food carts which sells or serves coffee and related items, including but not limited to convenience stores. Further, current tenants shall be prohibited from adding items to their menus which conflict with this exclusive right.

Landlord warrants that Tenant shall not be in violation of any other exclusive rights when this Lease commences. Further, Landlord shall indemnify, defend and hold Tenant harmless from any third party claim or suit regarding any other exclusive right granted by Landlord. Landlord agrees to provide Tenant with all current and future exclusivity agreements with other Tenants.

SECTION THIRTY-FOUR RECORDING

Upon ten (10) days written request from the Tenant, Landlord agrees to acknowledge and deliver to the Tenant a Memorandum of Lease, in recordable form provided by the Tenant.

In the event Landlord fails or refuses to execute the Memorandum of Lease within the specified time period, Tenant, at Tenant's option, may consider this a default by the Landlord and terminate this Lease. Landlord hereby appoints the Tenant its attorney-in-fact for purposes of completing the Memorandum of Lease on behalf of the Landlord and to record the Memorandum with the local recording authority. The Landlord agrees that the Tenant and any third party requiring access to the Memorandum, may rely upon the information contained therein as being accurate.

SECTION THIRTY-FIVE WAIVER

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord nor Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

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SECTION THIRTY-SIX LAW

This Lease and the performance hereunder shall be governed by the laws of the state in which the Premises are located without reference to its conflict of laws provisions.

SECTION THIRTY-SEVEN HEADINGS

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

SECTION THIRTY-EIGHT LITIGATION

In the event of litigation between Landlord and Tenant relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs. Additionally, Landlord and Tenant agree that, to the extent permitted under Federal, State or local rules of civil procedure, Landlord and Tenant shall have the option to participate in any arbitration, deposition or mediation via telephone or video conferencing. Neither Landlord nor Tenant will compel the other to produce a representative to appear in person at the aforementioned proceedings in the jurisdiction where the litigation is taking place.

Further, Landlord hereby waives any claim(s) against Tenant and any related parties for consequential, exemplary, and/or punitive damages. **In addition, both parties hereby waive their rights to a trial by jury.**

SECTION THIRTY-NINE SEVERABILITY

Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

SECTION FORTY FORCE MAJEURE

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

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**SECTION FORTY-ONE
LEASE EXECUTION**

In the event Landlord does not execute this Lease within thirty (30) days of execution by Tenant, the Tenant may declare this Lease null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.

**SECTION FORTY-TWO
CANCELLATION**

Landlord agrees that this Lease may be canceled by Tenant within thirty (30) days of full execution by so notifying Landlord in writing.

**SECTION FORTY-THREE
RIGHT OF FIRST REFUSAL TO PURCHASE**

If the Landlord receives an offer to purchase the Premises during the term of this Lease, and the offer to purchase shall be satisfactory to Landlord, Tenant shall have the opportunity to purchase the property at the same price and on the same terms of said offer. Landlord shall give Tenant written notice via certified or registered mail requiring Tenant to accept the offer in writing and to sign a contract to purchase the Premises within forty-five (45) days after receipt of the notice by Tenant. Tenant's failure to accept the offer to purchase or sign a contract within forty-five (45) days shall nullify and void the Tenant's option and Landlord shall be at liberty to sell the Premises to any other person or entity on the terms contained in the notice to Tenant of the offer to purchase. Any subsequent sale, except to Tenant, shall be subject to this Lease and any renewals or extensions hereof. Any future offers to purchase the Premises received by and satisfactory to Landlord are subject to the same Right of First Refusal to Purchase in this Section of Lease.

Should Landlord fail to provide Tenant with written notice of a received offer to purchase and should Landlord not afford Tenant the opportunity to purchase the property at the same price and on the same terms, Landlord will be liable to Tenant for liquidated damages equivalent to fifteen percent (15%) of the purchase price amount received by Landlord for the sale of the property to a third party purchaser.

**SECTION FORTY-FOUR
CONSTRUCTION**

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

**SECTION FORTY-FIVE
ATTORNTMENT**

In the event Landlord sells, conveys or otherwise transfers its interest in the Premises or any portion thereof, whether said transfer is voluntary or otherwise, or through bankruptcy or foreclosure this Lease shall remain in full force and effect. Tenant hereby attorns to and

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covenants and agrees, within fifteen (15) days of Tenant's receipt of a written request, to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease. The new owner agrees, within fifteen (15) days written request, to confirm in writing, the continued validity of this Lease.

SECTION FORTY-SIX ESTOPPEL CERTIFICATES

Landlord, within twenty (20) days of Tenant's request, shall deliver to Tenant an executed, written, Estoppel Certificate (attached) identifying Tenant and this Lease and certifying and confirming, in addition to any information or confirmation Tenant may reasonably require, the following:

- A. That this Lease is either unmodified since its execution and in full force and effect, or modified since its execution but still in full force and effect as modified;
- B. That Tenant is not in default of any of its obligations under this Lease;
- C. The Lease Term, Rent Commencement Date, Expiration Date, Current Rent, Renewal Periods remaining as to the Leased Premises for which the Estoppel Certificate applies.

In the event Landlord shall fail to return such statement within twenty (20) days of Tenant's request, Tenant shall presume that there are no defaults, monetary or non-monetary, under the Lease and Landlord shall be estopped from rebutting such presumption. Tenant may rely on such Certificate as true and correct. The information contained within the Estoppel Certificate shall be binding upon the Landlord, its assignees and successors in interest.

SECTION FORTY-SEVEN WHEN LEASE BECOMES BINDING

The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

SECTION FORTY-EIGHT TIMELINESS OF CHARGES

Landlord agrees to notify Tenant in writing in accordance with this Lease of any back charges due under this agreement or of any changes in the rent or percentage rent (if applicable) as and when they become due. All parties agree and acknowledge that time is of the essence with respect to these matters. In the event that Landlord does not appropriately notify Tenant within ninety (90) days of the date upon which said charges had become due, Landlord agrees that it has waived its rights to said back charges and further, that Tenant shall not be obligated to pay, nor shall it have any liability for these back charges. It is agreed that it is the intent of the parties that all charges be assessed in a timely manner as they accrue and in no event shall they be assessed to Tenant after this ninety (90) day period.

SECTION FORTY-NINE COUNTERPARTS AND ELECTRONIC EXECUTION

This Lease may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of

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this Lease by electronic means shall be valid and given equal force and effect as ink signatures. Further, the parties acknowledge that this Lease consists of 49 Sections, and Exhibits A-D.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written.

WITNESS:

LANDLORD:

DocuSigned by:

Charles Lynch

Signature: _____
B95A0B261C03440...

Name (please print): Charles Lynch

Title (please print): owner

TENANT: AROMA JOE'S REAL ESTATE, LLC

DocuSigned by:

Loren Goodridge

Signature: _____
BF2CDABE57FE4FF...

Name (please print): Loren Goodridge

Title (please print): CEO

LANDLORD'S ACKNOWLEDGMENT
(if corporation)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said corporation.

Notary Public
(Notarial Seal)
My Commission expires _____

LANDLORD'S ACKNOWLEDGMENT
(if Individual)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

Notary Public
(Notarial Seal)
My Commission expires _____

TENANT'S ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF NEW HAVEN)

On this _____ day of _____, _____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of AROMA JOE'S REAL ESTATE, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public
(Notarial Seal)
My Commission expires _____



EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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**Leasehold Description
to be conveyed by
Charles Lynch
U.S. Route #1, Kittery, York County, Maine
June 17, 2021**

A certain lot or parcel of land situated on the northwesterly side of U.S. Route One in the Town of Kittery, County of York, State of Maine, the bounds of which being more particularly described as follows:

BEGINNING at the point on intersection of the generally southerly sideline of Parsons Lane with the westerly sideline of U.S. Route One;

THENCE, South 31° 29' 34" West, along the westerly sideline of U.S. Route One, a distance of 184.31 feet;

THENCE, South 30° 15' 54" West, along the westerly sideline of U.S. Route One, a distance of 25.73 feet;

THENCE, North 58° 05' 13" West, through land of the grantor, a distance of 300.00 feet;

THENCE, North 31° 54' 47" East, through land of the grantor, a distance of 243.06 feet to the southerly sideline of Parsons Lane;

THENCE, South 58° 25' 32" East, along the southerly sideline of Parsons Lane, a distance of 49.46 feet;

THENCE, South 42° 07' 50" East, along the southerly sideline of Parsons Lane, a distance of 131.73 feet;

THENCE, South 58° 28' 41" East, along the southerly sideline of Parsons Lane, a distance of 79.88 feet to the **POINT OF BEGINNING**.

The parcel area hereinabove described contains 1.52 acres, more or less.

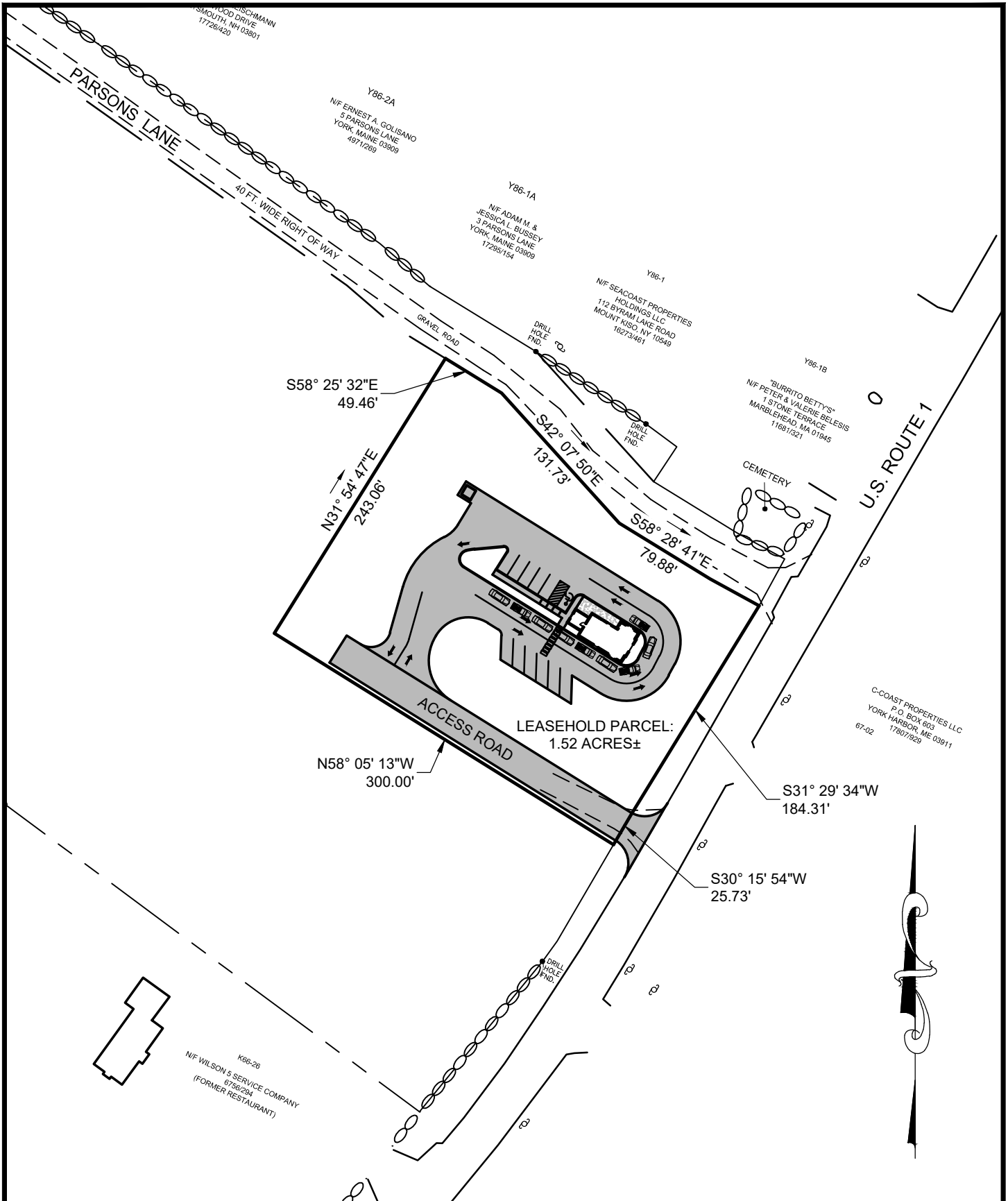
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JN: 13522.001

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PROPERTY DESCRIPTION - JWH



Spark Franchise Solutions Kittery, York County, Maine	13522.001	
	1" = 100'	
DS EXHIBIT	2021.06.17	DS

EXHIBIT B SAMPLE ESTOPPEL CERTIFICATE

The undersigned represents that he is the Landlord, or the legal representative of the Landlord, of the premises located at _____
_____. The undersigned further represents that the following is a true and accurate statement of rent due, related charges, security deposit and last month's rent held by the Landlord for the above-mentioned premises.

The fixed or minimum monthly rental presently payable under the terms of the Lease is \$ _____ per month and has been paid through _____, _____.

All rent, escalation rent, charges for taxes, maintenance and common areas, cost of living increases payable under the terms of the Lease has been paid through _____, _____ and the Lessee is not presently in default of any of the terms or conditions of the Lease.

All other additional rent, if any, payable under the terms of the Lease has been paid through _____, 20__.

As of this date, _____, Lease arrears are as follows:

Type	Amount Due	As Of
Rent	_____	_____
Taxes thru	_____	_____
Common Area	_____	_____
Assessments	_____	_____
Insurance	_____	_____
Advertising	_____	_____
Other	_____	_____
TOTAL	_____	_____

The amount of the security deposit under the Lease is \$ _____.

Other than as stated above, there are no monies owed under the Lease for the premises between _____ and _____ dated _____ nor are there any defaults of the Lease by the Tenant as of such date.

The expiration date of the term of said Lease is _____. The Master Lease provides for _____ renewal terms. In the event the Master Lease provides for renewal options, notification of renewal or non-renewal must be sent to the Landlord no later than: (Dates of Notification) _____

The Master Lease has been modified, supplemented, or amended _____ time(s). (Copies of the documents must be attached hereto)

The following applies to the aforementioned Master Lease (check one):

_____ The undersigned is the owner, or agent of the owner of the premises, and no other Master Lease exists, or;

_____ Another Master Lease/Ground Lease for the premises exists between the undersigned and _____ dated _____, a copy of which is attached.

The undersigned Landlord/representative of the Landlord hereby acknowledges that the Master Lease and any Amendments to it remain unchanged and in full force and effect. The Landlord understands that pursuant to the terms of the Master Lease that all changes must be agreed to by the parties to that document in writing.

LANDLORD: _____ (Please Print)

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD'S SIGNATURE: _____ DATE: _____



NOTARIZATION FOR AN INDIVIDUAL

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My Commission Expires:

NOTARIZATION FOR A CORPORATION

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of, the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the agreement is the corporate seal, that it was affixed by order of the Board of Directors of the corporation; and the deponent signed deponent's name by like order.

Notary Public

My Commission Expires:

NOTARIZATION FOR A PARTNERSHIP

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person who executed the within instrument as a Partner of _____, partnership, and acknowledged to me that the partnership executed the same.

Notary Public

My Commission Expires:



EXHIBIT C
WARRANTY DEED

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WARRANTY DEED
Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That I, **Charles S. Lynch of Kittery**, in the County of York, and State of Maine, single person,

for consideration paid,

grant to **AROMA JOE'S REAL ESTATE, LLC**, a limited liability company, organized under the laws of Florida and having a usual place of business at 352 Warren Avenue, Unit 8, in the City of Portland, County of Cumberland, and State of Maine,

with **WARRANTY COVENANTS**, its Successors and Assigns,

A certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine on the Northwesterly side of U.S. Route One, bounded and described as follows: Beginning at the point of intersection of the generally Southerly sideline of Parsons Lane, so-called, with the Westerly sideline of U.S. Route One, and thence running South 31° 29' 34" West along the Westerly sideline of U.S. Route One one hundred eighty-four and thirty-one hundredths (184.31) feet; thence running South 30° 15' 54" West along said sideline twenty five and seventy-three hundredths (25.73) feet; thence running North 58° 05' 13" West by remaining land of the Grantor three hundred (300) feet; thence running North 31° 54' 47" East by remaining land of the Grantor two hundred forty-three and six hundredths (243.06) feet to the Southerly sideline of Parsons Lane; thence running South 58° 25' 32" East along the Southerly sideline of Parsons Lane forty-nine and forty-six hundredths (49.46) feet; thence running South 42° 07' 50" East along the Southerly sideline of said Lane one hundred thirty-one and seventy-three hundredths (131.73) feet; and thence running South 58° 28' 41" East along the Southerly sideline of said Lane seventy-nine and eighty-eight hundredths (79.88) feet to the Westerly sideline of U.S. Route One and the point of beginning. Containing one and fifty-two hundredths (1.52) acres, more or less.

Together with and subject to the terms and conditions contained in Section 54 Entry Way Control as contained in a certain Lease entered into between the Grantor and Grantee, to which reference may be had.

Being a portion of the land conveyed to the Grantor by Robert W. Ferguson, Trustee, by deed dated August 10, 2018 and recorded in York Registry of Deeds, Book 17776, Page 679.

Witness hand and seal this xxxh day of xxxxxxxx, 2021.

Witness

Charles S. Lynch



STATE OF MAINE
York, ss.

XXXX,XXXX.2021

Then personally appeared the above named Charles S. Lynch, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
Printed Name: _____
My commission expires _____

PREPARED BY: FERGUSON & JOHNSON, P.A.
506 MAIN ST. (P.O. Box 97)
SPRINGVALE, ME 04083

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**EXHIBIT D
LETTER OF POSSESSION**

Re: Delivery of Possession, Aroma Joe's restaurant located at _____.

Dear Tenant:

In accordance with the Lease Agreement between the parties dated _____, 20____, Landlord warrants by signature below that all of it's construction obligations under the Lease are complete and the premises is hereby delivered to Tenant on _____ 200____. Execution of this Letter of Possession by Tenant shall signify the delivery of possession and acceptance of same by Tenant and satisfy the obligations of section ____ of the Lease.

Sincerely,

Landlord

date

I, the undersigned, hereby accept the delivery of the Premises from Landlord to Tenant.

AROMA JOE'S REAL ESTATE, LLC

date

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Lease Addendum

This is an Addendum to the Lease Agreement by and between 8/16/2021 ("Landlord") and AROMA JOE'S REAL ESTATE, LLC ("Tenant") dated 8/16/2021 (hereinafter "Lease"). This Addendum is attached to and forms a part of the Lease between Landlord and Tenant. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall prevail.

1. Section 5.g of the lease shall be deleted in its entirety and replaced with the following language:

g. Common Area Expenses

- i. Landlord shall, at Landlord's sole cost, be responsible for maintenance of all Common Areas located on Landlord's Property. In no event shall Tenant be responsible for payments to Landlord of any Common Area Maintenance ("CAM").
- ii. Tenant shall maintain, at Tenant's sole cost, the interior and exterior of the building and any portion of the Landlord's property used solely by Tenant, Tenant's employees, or Tenant's customers.

2. Section 8 of the Lease shall be deleted in its entirety and replaced with the following language:

8. Repairs and Maintenance

Tenant shall, at Tenant's expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Building and the Property in good condition and repair, except if damaged by Landlord its agents or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Property, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the Initial Term and any Renewal Periods of this Lease. Tenant shall, at Tenant's expense, maintain in good condition, the doors and interior of the Leased Premises, including electrical wiring and fixtures, glass and windows, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by Landlord, its agents or employees. Tenant hereby agrees that Tenant shall, at Tenant's expense be responsible for the replacement of heating, ventilating and air conditioning "HVAC" system if or when necessary.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

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Further, Landlord warrants that the Property is fully in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Landlord agrees to indemnify Tenant for any damages ensuing from a lawsuit brought either by an individual or the attorney general for violation of the ADA, as well as any applicable local accessibility ordinances. Any alterations required to bring the Property into compliance with the ADA or other local accessibility ordinances shall be the Landlord's sole expense and responsibility, and any charges incurred by the Landlord shall not be charged back to the Tenant either as part of the common area maintenance charges, or otherwise.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs and payments to any third party by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs or payments on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying Rent only to the date of said vacating.

3. Section 53 shall be added to the lease to state the following:

53. Option to Purchase

Tenant shall have the right, but not the obligation, to purchase the Leased Premises at any time after the completion of the 10th year of the Lease Agreement (hereinafter "Purchase Option Right") for the fair market value of the Leased Premises, minus the fair market value of the building that is located on the Leased Premises at the time the Purchase Option Right is exercised (hereinafter "Purchase Option Price"). Tenant may exercise the Purchase Option Right by sending written notice to Landlord of its intention to purchase the Leased Premises, via a nationally recognized commercial overnight delivery service. The Purchase Option Right notice will be deemed delivered on the day it is sent by Tenant (hereinafter "Notice Deliver Date"). Within 14 days of the Notice Deliver Date, the parties are required to meet and confer, in person or on the telephone, to negotiate an agreed upon Purchase Option Price for the Leased Premises. If the parties are unable to agree upon a Purchase Option Price for the Leased Premises, then they shall at the same meet and confer select the name of an appraiser who shall be retained by the Tenant to assess the Purchase Option Price. The parties will share equally the cost of the appraiser and agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. In the unlikely event that Landlord fails to meet and confer and/or agree upon the name of an appraiser in a timely manner, then Tenant shall be permitted to select the appraiser and the parties agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. The closing for Tenant to purchase the Leased Premise shall take place no later than 90 days after the completion of the appraisal.

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4. Section 54 shall be added to the lease to state the following:

54. Entry Way Control

Tenant hereby grants the right of ingress and egress to and from The Landlord's property over and across the existing Access Road located on the Leased Premises, depicted in Exhibit "A", to a depth of One Hundred Feet Southwesterly from the Southwesterly sideline of U.S. Route 1, as needed by Landlord, his successors or assigns, their Tenants, their guests, invitees, customers and business associates. Tenant shall maintain this access at their sole cost and expense while the property is single tenanted. In the event that the Landlord leases a portion of the Landlord's Property to another Tenant, the Tenant Co-Tenant's shall be billed their proportionate share of the cost associated with maintaining the access road by Tenant. In no way shall the Tenant hinder the Landlord's access to the remainder of the Landlord's Property.

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IN WITNESS WHEREOF, the parties have executed and delivered this Lease Addendum as of the date first above written.

WITNESS: _____

DocuSigned by:
Charles Lynch
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Landlord: _____

Name: Charles Lynch

Title: Owner

WITNESS: _____

DocuSigned by:
Loren Goodridge
BF2CDAE557FE4F5...

Tenant: _____

Name: Loren Goodridge

Title: CEO

Section 5

Public or Private Rights-of-Way

Section 5 Public or Private Right-of-Way

5.A. Public or Private Rights-of-Way

The proposed Aroma Joes is to be accessed by a single full movement entrance on Route 1, approximately 165 feet south of the existing entrance to Parsons Lane. The proposed site does not propose to create or remove any public or private rights-of-way.

Section 6

Schedule

Section 6 Schedule

6.A. Schedule

The proposed Aroma Joes is forecast to begin construction and occupied in 2022.