

TOWN OF DAMARISCOTTA

PLANNING BOARD MEETING AGENDA

When: Monday, June 1, 2020 - 6:00 PM

Where: Zoom Cloud Meetings

Contact [townmanager@damariscottame.com](mailto:townmanager@damariscottame.com) to be invited

Pledge of Allegiance

REGULAR MONTHLY MEETING for June 1, 2020

MINUTES May 4, 2020 Meeting

A. OLD BUSINESS

1. 53A Chapman Street – Adult Marijuana Business – Public Hearing

B. NEW BUSINESS - None

C. OTHER

1. Questions from the public.
2. Housekeeping.
3. Planner's Reports (none).

D. ADJOURN

## Memorandum

**To:** Damariscotta Planning Board  
**Fm:** Bob Faunce  
**Date:** May 18, 2020  
**Re:** Site Plan Review and Conditional Use – 53A Chapman Street

---

David Page has submitted a Site Plan Review application on behalf of Coastal Cannabis Company LLC to establish an adult use marijuana store at 53A Chapman Street. The building is located behind the Hilltop Stop with principal access from Chapman Street and secondary access from Main Street. The Planning Board conducted a site visit on April 20, 2020 and reviewed the Pre-Application with the applicant at its May 4, 2020 meeting. The project is scheduled for final review and a public hearing at the June 1, 2020 meeting.

The proposed adult use marijuana store would be located within an existing retail building, which, together with the adjacent residence, is owned by Mr. Page. He has agreed to lease the building to Coastal Cannabis, which is owned jointly by Evan Morrison and Mr. Page. The proposed use is a conditional use in the C2 District. Based on the site visit, there appears to be plenty of parking available on the site. Principal access will be from Chapman Street, which should be suitable for the likely low volume of traffic. Signage will be limited to a building sign. The applicant has received a Conditional License from the state and has submitted an application to the selectmen for a town license.

Attached are the Site Plan Review application, lease, property deeds and security plan. The applicant has requested the following waivers:

- E.3.c thru E.3.g
- E.3.j thru E.6
- E.9
- E.11 thru E.19

Given that the proposed use will be located within an existing building with no exterior modification or site work, staff supports the waivers and suggests that the project conforms to the performance standards of §102.6 of the Site Plan Review Ordinance. The project also requires a Conditional Use Permit and the staff suggests that it satisfies the following standard:

*Effect not adverse: That the use requested will not have an adverse effect on the health, safety, or general welfare of the residents of the area or the general public. In making this determination, the Planning Board shall take into consideration the potential effect of the use on the environment from air, water, or soil pollution, noise, traffic, congestion, soil erosion, the burden on the sewage disposal, or water supply systems or other municipal facilities, services, or public ways, and any other relevant factors as set forth in Articles 1 through 8.*

For Office Use Only:  
 Submission Date \_\_\_\_\_  
 Fee Amount: \_\_\_\_\_

## Town of Damariscotta Site Plan Review *Application* Form

**Project Name:** Coastal Cannabis Company, LLC

<b>1. Applicant</b>  Coastal Cannabis Company, LLC	<b>2. Applicant's Address</b>  53 Chapman St. Damariscotta ME 04543	<b>3. Applicant's Tel # and Email</b>  207 350 0588 Bigdave@tidewater.net
<b>4. Property Owner</b>  David H. Page	<b>5. Owner's Address</b>  53 Chapman St. Damariscotta ME 04543	<b>6. Owner's Tel # and Email</b>  207 350 0588 Bigdave@tidewater.net
<b>7. Engineer/Consultant</b>  N/A	<b>8. Engineer/Consultant's Address</b>  N/A	<b>9. Engineer/Consultant Tel/Email</b>  N/A
<b>10. Location/Address of Property</b> 53A Chapman St Damariscotta ME 04543	<b>11. Tax Map/Lot &amp; Date Lot Created</b> <small>Map 7, Lot 1</small> Lot Created 09/17/1999, 3/23/2010	<b>12. Zoning District</b>  C-2

	✓	<i>if submitted</i>	
x	13		Description of property including a description of all proposed construction, (e.g. land clearing, road building, buildings, parking, signage, utilities, parking areas, etc.)

x	E.1	Signed SPR Application
x	E.2	Evidence of Right, Title or Interest
	E.3	Site Plan at a scale of not more than 50'=1" with two 24'x36" for presentation purposes showing all of the following information:
x	E.3 a	Names & addresses of all abutters on plan and on a separate listing
x	E.3.b	Sketch map showing General location of site within the town
	E.3.c	Boundaries of all contiguous property under the control of the owner or applicant regardless of whether all or part is being developed at this time.
	E.3.d	The bearings and distances of all property lines and the source of this information. The Board may waive the requirement of a formal boundary survey when sufficient information is available to clearly establish, on the ground, all property boundaries
	E.3.e	Classification(s) of the property and the location of zoning district boundaries as applicable.
	E.3.f	Soil types and location of soil boundaries suitable for waste water disposal as certified by a registered engineer or soil scientist.

	E.3 g	The location of all building setbacks and buffers required by this or other ordinances of the Town of Damariscotta.
x	E.3 h	The location, size, and character of all signs and exterior lighting.
x	E.3.i	The location of all existing and proposed buildings (including size and height), driveways, sidewalks, parking spaces and associated structures, snow storage areas, loading areas, open spaces, large trees, open drainage courses, signs, exterior lighting, service areas, easements, and landscaping.
	E.3.j	The location of all buildings within 50 feet of the parcel to be developed and the location of intersecting roads or driveways within 200 feet of the parcel.
	E.3.k	The location of all buildings within 50 feet of the parcel to be developed and the location of intersecting roads or driveways within 200 feet of the parcel.
	E.4	A Stormwater Management Plan including Low Impact Development (LID) measures in conformance with the provisions of §102.6.L. See definition of LID in §102.4
	E.5	An erosion and sediment control plan in conformance with the provisions of §102.6.M
	E.6	Building plans showing, at a minimum, floor plans and all elevations clearly indicating the type, color, and texture of all exterior surfacing materials of all proposed principal buildings and structures and all accessory buildings and structures.
x	E.7	Copies of any proposed or existing easements, covenants, deed restrictions, etc.
x	E.8	A list of all applicable State & Federal permits
	E.9	Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
x	E.10	Demonstration of financial and technical capacity to complete the project, as proposed, in accordance with this ordinance and the approved plan.
	E.11	Location of any floodplains on the project parcel as well as any wetlands and streams as identified by a wetlands scientist or other certified wetlands professional.
	E.12	Soils test pit log demonstrating suitable soils for subsurface sewage disposal unless connection to a public sanitary sewer is proposed, in which case a letter from the Great Salt Bay Sanitary District attesting to its ability to accept sanitary wastes from the proposed development.
	E.13	A phosphorus impact report if the project is within the watershed of a great pond.
	E.14	An estimate of the amount of domestic water required for the project; if connection to the public water system is proposed, a letter from the Great Salt Bay Water District attesting to its ability to provide sufficient water to the project; if water is to be supplied by wells, the results of a hydrological study if required by the Planning Board.
	E.15	Plan for supplying water for fire protection.
	E.16	Letters from appropriate state authorities attesting to the project's impact, if any on historic, archaeological and rare or endangered plant or animal species on or in the vicinity of the project parcel.
	E.17	Demonstration that access to the site will be safe and will meet or exceed minimum required sight distance.
	E.18	Demonstration that the project will comply with applicable noise and air quality standards.
	E.19	A scenic assessment and landscaping plan for the site consistent with the recommendations of the Damariscotta Comprehensive Plan that includes drawings and/or photo simulations including elevations of proposed buildings, topography and landscaping as well as sidewalks (if applicable), illustrating the view from each public roadway adjacent to the proposed development.


Note: The applicant shall submit a plan that fully satisfies the §102.6 Performance Standards and, if applicable, the §102.7 Large Scale Development Performance Standards. The applicant may also submit an accompanying separate plan that sets out any proposed waivers from §102.6 and §102.7 Performance Standards accompanied by a written statement(s) explaining why the applicant believes the waivers would still accomplish the purpose of the performance standard so proposed to be altered.

Check if Required

- Planning Board Review/Approval (e.g. Subdivision)
- Board of Appeals Review/Approval
- Flood Hazard Development Permit
- Exterior Plumbing Permit (Approved HHE-200 Application Form)
- Interior Plumbing Permit
- DEP Permit (Site Location, NRPA)
- Army Corps of Engineers (Sec. 404 of Clean Water Act)
- MaineDOT Entrance or Traffic Permit

Others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Applicant is Advised to Consult with the Code Enforcement Officer and Appropriate State and Federal Agencies to Determine Whether Additional Permits, Approvals and/or Reviews are Required	
I Certify That All Information Given in this Application is Accurate. All Proposed Uses Shall be in Conformance with this Application and the Applicable Town of Damariscotta Zoning Ordinances. I Agree to Future Inspections by the Code Enforcement Officer at Reasonable Hours.	
 _____ Applicant's Signature	4/14/20 _____ Date
_____ Agent's Signature (if applicable)	_____ Date

Town of Damariscotta  
Site Plan Application

Coastal Cannabis Company, LLC - 53A Chapman Street

Item #13 Description of property

*Retail space located at 53A Chapman Street. No land clearing or exterior construction or alteration other than cosmetic and signage changes is anticipated. This location served as commercial retail space. Interior improvements include secure commercial grade entry doors, windows and partitioning. Existing parking, ingress and egress from public ways will stay as-is.*

Item #E.3.H - Signage and Exterior Lighting

*Applicant expects to attach one sign to the building similar in size and visibility to that displayed by the prior commercial tenant; visible from Business Route 1 and consistent with Town Sign Ordinance provisions.*

*See attached security system description for exterior lighting*

Item E7 - covenants, restrictions, easements

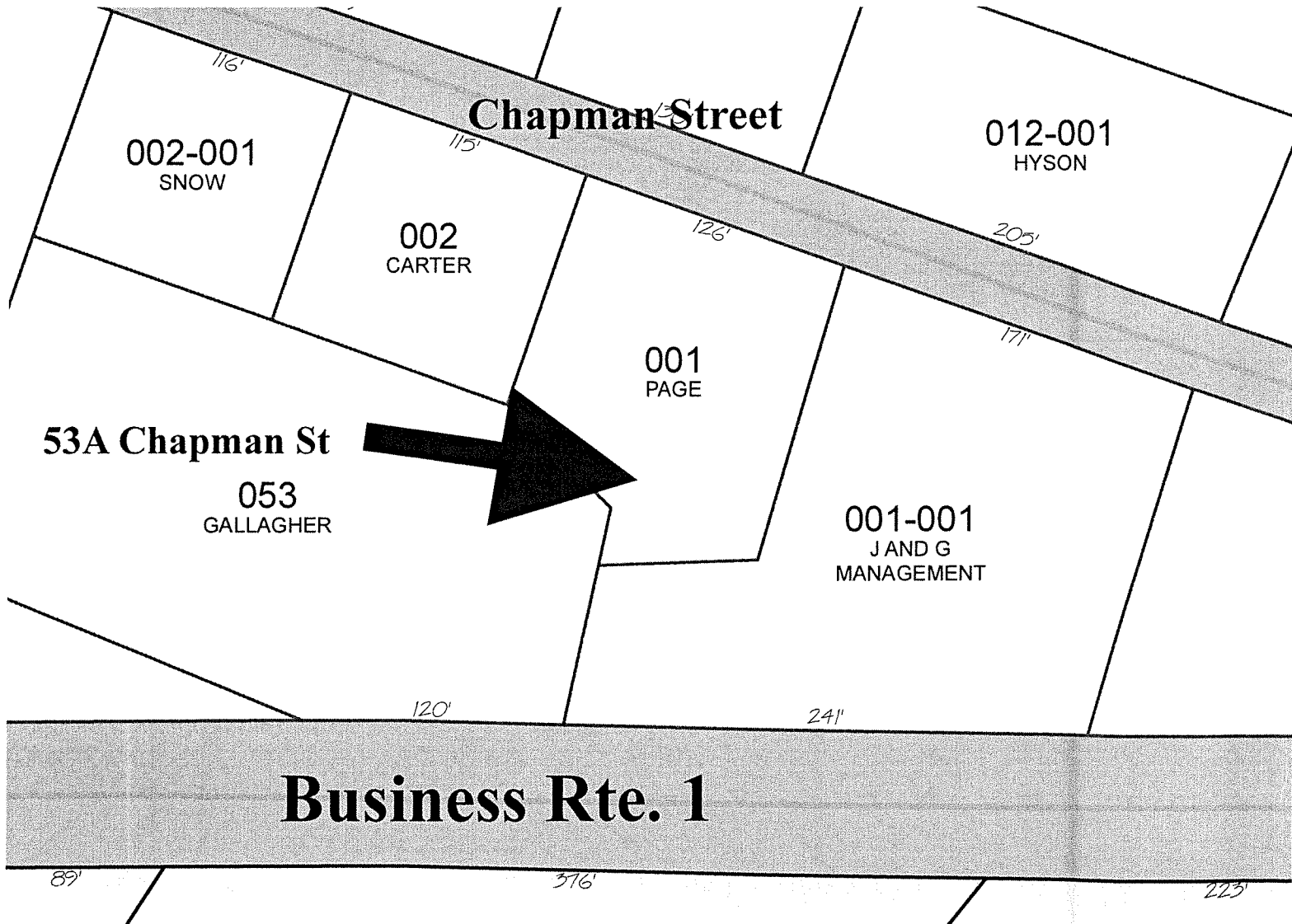
*Covenants and rights of way contained Book 2501/31, Book 4266, Page 170 and reciprocal boundary deeds in Book 2165, Pages 129 and 131*

Item E8 - Licenses and Permits

State of Maine Conditional License, Adult Use Marijuana Store

Item E 10 - Financial and Technical Capacity

*Project does not involve new exterior construction, and is self funded*



**Chapman Street**

002-001  
SNOW

002  
CARTER

012-001  
HYSON

001  
PAGE

**53A Chapman St**

053  
GALLAGHER

001-001  
J AND G  
MANAGEMENT

**Business Rte. 1**

Chapman St

Chapman St

Chapman St

Chapman St

Chapman St

Chapman St

Chapman St

Damariscotta Auto Repair

Sunoco Gas Station

139'

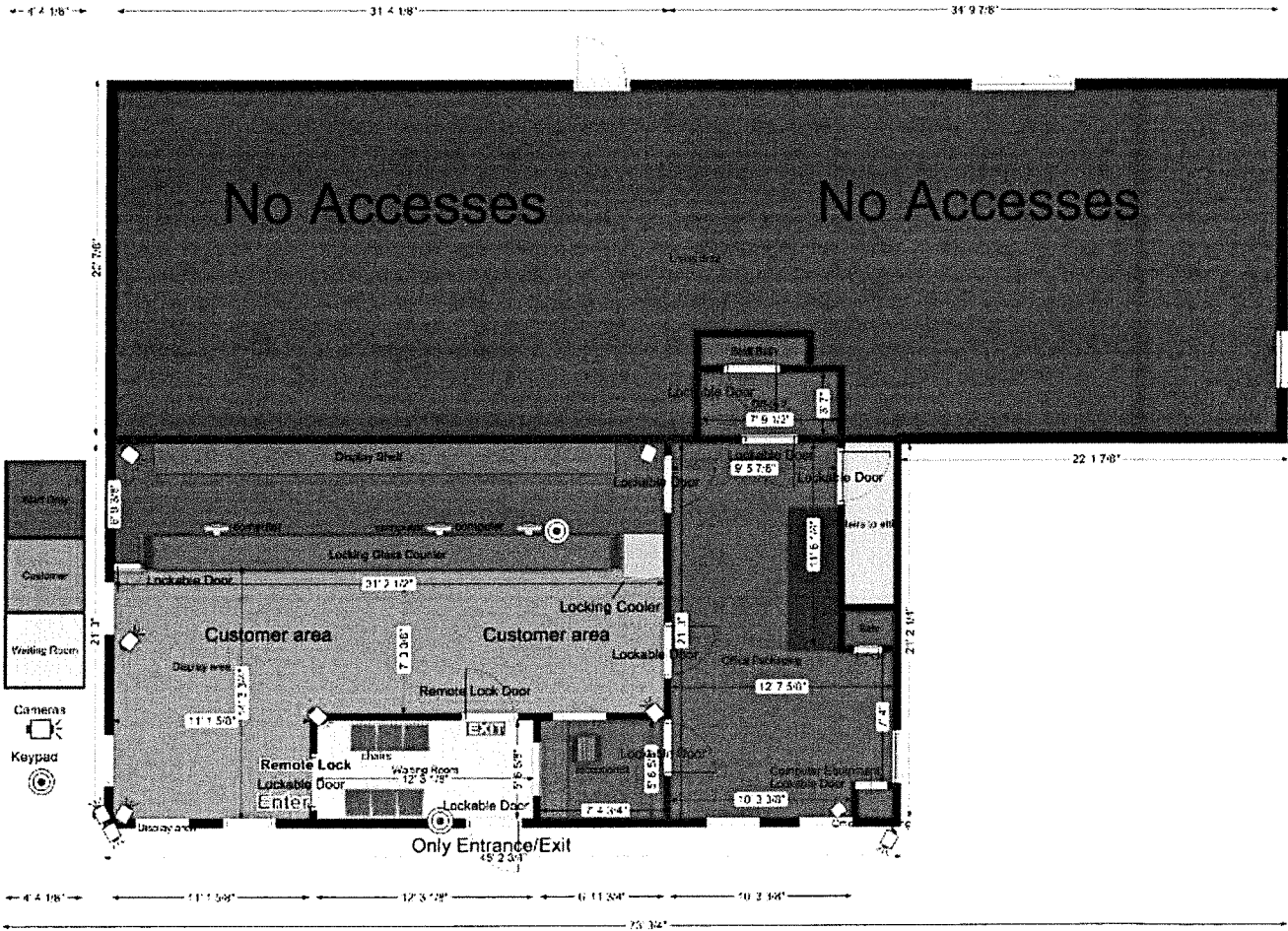
24'

Map

BUS  
1

Google





4' 1 5/8" 4' 1 5/8" 4' 3 1/8" 4' 3 1/8"

20' 7 5/8" 19' 4 5/8" 9' 2 1/8" 7' 4"

**LEASE AGREEMENT**  
**53A Chapman Street**

**David H. Page**, having an address of 53 Chapman Street, Damariscotta, Maine 04543 (hereinafter Lessor) hereby leases to **Coastal Cannabis, LLC**, a Maine Limited Liability Company with an address of 53 Chapman Street, Damariscotta (hereinafter Lessee) commercial/retail space being situated at 53A Chapman Street, Damariscotta, Lincoln County, Maine.

This lease agreement will begin on May 1, 2020 and continue for 12 months, terminating on April 30, 2021 with an automatic option for successive 12 month terms.

Lessee shall pay monthly rent in the amount of One Thousand Dollars (\$1,000.00) payable to Lessor at the above address on or before the first day of each month hereafter. If the renewal option is exercised, monthly rent shall increase to One Thousand Two Hundred Dollars (\$1,200.00) and increase by Three Per Cent (3%) annually for successive renewal terms.

The parties further agree as follows:

1. Lessee shall pay said rent at the aforesaid time(s) and time shall be of the essence throughout this agreement.
2. Lessee will keep and maintain the interior of the demised premises clean and in good order and condition and will, at the expiration or sooner termination of this Lease, quit, and deliver up the premises to the Lessor, or his attorney, peaceably and quietly and in good repair, order, and in such condition as they now are or may be put into by the Lessor, ordinary wear resulting from careful usage and damage by the elements without fault of the part of the Lessee alone excepted, and Lessee will not make or suffer or permit others to commit any strip or waste thereof and that Lessee will not drive any nails, screws, or other equivalent into the walls, ceilings, woodwork or floors of said premises or make any change in the interior structure or in the interior carpeting, wallpaper, or paint of said demised premises or any room therein, or make or permit any change to the exterior structure or surface of the premises without the written consent of the Lessor.
3. Lessee will hold the Lessor harmless by reason of or on account of any accident to person or property caused by Lessee's use and occupation of the demised premises.
4. If the Lessee becomes bankrupt, insolvent or makes an assignment for the benefit of creditors, or fail to make a rental payment within fifteen (15) days from the date due hereunder, time of which shall be of the essence, or otherwise breach any covenant, term or condition, the Lessor may, at his discretion, terminate this lease and retain such prepaid rent to which he is entitled, and may also, at his discretion, refuse to accept further full or partial rent payments from Lessee.
5. At the termination of said Lease, Lessee will surrender up said premises peaceably and quietly and remove their property and effects therefrom.

6. Lessee will not do or permit any act or thing on said premises that shall be unlawful or create a nuisance or shall impair any insurance coverage against fire or other casualty or do or permit any act that will cause the payment of any extra premiums unless the same is with the written consent of the Lessor.

7. Lessor, or his agent, may at all reasonable times enter upon said premises to examine the condition of the same. Lessor may also enter and take possession of said premises if Lessee fail to quit and surrender the same to the Lessor at the end of said term.

8. The Lessee shall pay and be responsible for all electricity, telephone, cable, internet, heat, and other utilities associated with the leased premises.

9. Lessor shall be responsible for payment of water and sewer charges.

10. Lessee shall keep the exterior and grounds neat and orderly and is responsible for snow removal of its parking area and walks.

11. Lessor will pay all taxes assessed upon the land during the term of this Lease.

12. All of the foregoing agreements, terms and conditions shall apply to and be binding upon the parties hereto, their respective heirs and assigns, and if more than one Lessee, then their liabilities and responsibilities hereunder shall be joint and several.

13. The parties agree that the Lessee will have the opportunity to examine the premises on its arrival, and to confirm that the same are in good and clean order and repair. If any such inspection discloses conditions requiring repair or maintenance in order to place the property in a habitable condition, Lessee agrees to notify Lessor within 7 days, and Lessor shall promptly undertake any such necessary repairs or maintenance. If Lessee does not so notify Lessor within 7 days of arrival and entry into the premises, the Lessee shall be deemed to have accepted the leased premises in their present condition.

14. Lessee agrees to use the premises solely as a retail establishment unless otherwise agreed in writing with Lessor.

15. Lessee agrees that no smoking of any kind shall occur in the interior of the leased premises.

16. Lessor acknowledges that Lessee intends to occupy the premises as a retail adult use marijuana store.

17. Lessee shall obtain all necessary permits, licenses and other requirements in order to comply with applicable state and local laws, ordinances, rules and regulations governing adult use marijuana stores.

18. Lessee agrees to acquire and maintain public premises liability insurance naming Lessor as additional insureds in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Lessor will have no obligation to insure Lessee's personal property, equipment or inventory on the premises. Lessor will maintain property insurance on the premises.

19. Lessee agrees to comply with all state and local laws, rules, regulations and ordinances governing the use of the premises as a retail adult use marijuana store.

20. Lessee agrees, at its expense, to make all modifications to the premises required to satisfy all laws, rules, ordinances and regulation governing retail sales of adult use cannabis products, including, but not limited to secure access, security systems, ventilation, fire prevention/response and safety structures and systems, ADA compliant physical access features

21. The parties agree that this Lease Agreement is governed by Maine law and any dispute arising hereunder shall be resolved exclusively through alternative dispute resolution (ADR) such as mediation or arbitration, and in the event such ADR is unsuccessful, resort to the courts of the State of Maine.

22. The parties further agree that in the event any applicable laws, ordinances, rules or regulations concerning the sale, distribution or storage of cannabis prohibit any activity or use of the property as a retail adult use marijuana establishment, Lessee shall indemnify and hold harmless Lessor for any fine, seizure, penalty or other liability resulting therefrom.

23. The parties further agree that in the event either party violates the terms of this Lease Agreement, or the premises are no longer usable as a retail adult use marijuana store due to legal or regulatory changes, judgments, administrative rulings, revocations of permits or licenses or similar actions, this Lease Agreement may be terminated by either party upon 30 days notice in writing to the other.

24. Notices under this lease must be in writing, and must be sent by first class mail or courier, and are effective as of the date of actual receipt or three days after deposit in the mail, whichever is later, and shall be mailed to:

Lessor: David H. Page, 53 Chapman Street, Damariscotta, Maine 04543

Lessee: Coastal Cannabis LLC, Evan P. Morrison, Member  
532 Patricktown Road, Somerville, Maine 04348

25. This writing constitutes the entire agreement between the parties hereto.

**Coastal Cannabis, LLC**

By: Evan P. Morrison  
Evan P. Morrison, Member  
Lessee

David H. Page  
David H. Page

**WARRANTY DEED****KNOW ALL MEN BY THESE PRESENTS**

That BRUCE HUTCHINS of Ruskin, Florida, for consideration paid, grants to DAVID H. PAGE of Damariscotta, Maine, with Warranty Covenants, a certain lot or parcel of land with any buildings thereon, situated in the Town of Damariscotta, County of Lincoln and State of Maine, bounded and described as follows:

BEGINNING at an iron pipe on the southerly side of Chapman Street and at the northeast corner of land now or formerly of C.C. and R.M. House, and the northwest corner of the within described parcel; thence S 18°30'30" W by said land of House 118.1 feet to an iron rod (3/4" rebar) at land of Rowe; thence S 53°43'00" E by said land of Rowe 74.5 feet to an iron rod (3/4" rebar) at the northwest corner of land of Gilbert; thence S 87°25'00" E by said land of Gilbert 194.5 feet to an iron rod set at land now or formerly of the heirs of Hitchcock; thence N 14°36'00" E by said land of the heirs of Hitchcock 99.9 feet to an iron rod set on the southerly side of Chapman Street; thence N 74°17'00" W by Chapman Street 251.5 feet to the point of beginning, containing 0.73 acres, more or less.

Courses are magnetic for the year 1984, and all iron rods set are 5/8" rebar.

REFERENCE: Warranty deed from Nancy and Matthew Callahan to Bruce Hutchins recorded with the Lincoln County Registry of Deeds in Book 1425, Page 40.

EXCEPTING AND RESERVING from the above-described premises a certain lot or parcel of land situated on the southerly side of Chapman Street in said Damariscotta, Lincoln County, Maine, as described in deed of Bruce Hutchins to Wayne M. Gilbert and Rosalind M. Gilbert recorded with said Registry in Book 1425, Page 044.

ALSO CONVEYING herewith a certain right of way to Route #1 in Damariscotta, Lincoln County, Maine, as described in deed of Wayne Gilbert, et ux, to Bruce Hutchins recorded in said Registry in Book 1425, Page 043.

ALSO CONVEYING herewith a certain right of way to Route #1 in Damariscotta, Lincoln County, Maine, as described in deed of Pauline Rowe to Bruce Hutchins recorded in said Registry in Book 1425, Page 042.

**ROBERT B. GREGORY**

Attorney At Law

P.O. Box 760

DAMARISCOTTA, ME 04543 Hutchins to Page WD.doc

Witness my hand and seal this 9 day of September, 1999.

[Signature]  
Witness

[Signature]  
Bruce Hutchins

**STATE REAL ESTATE  
TRANSFER TAX PAID**

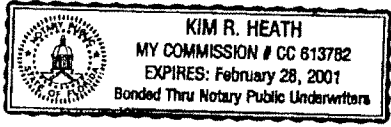
STATE OF Florida  
COUNTY OF Hillsborough

9/9, 1999

Personally appeared the above Bruce Hutchins and acknowledged the foregoing instrument to be his free act and deed.

[Signature]  
Notary Public/Attorney at Law

Printed Name of Notary: \_\_\_\_\_



Lincoln County, Florida  
[Signature]  
Marcia P. Silva, Registrar

## WARRANTY DEED

David H. Page of Damariscotta, Lincoln County, Maine, for consideration paid, grants to **Damariscotta Bank & Trust Co.**, a Maine banking corporation with a mailing address of P.O. Box 999, Damariscotta, Maine 04543, with **Warranty Covenants**, the land situated in Damariscotta, Lincoln County, Maine, to wit: bounded and described as follows:

Parcel 1:

A certain lot or parcel of land with the buildings thereon, situated in Damariscotta, Lincoln County, and State of Maine, on the northerly side of U.S. Highway #1 (Business), bounded and described as follows:

Beginning at an iron stake driven in the ground on the northerly side of said Highway at other land now or formerly of Arthur D. House and Elizabeth S. House;

Thence in a general northerly direction by other land now or formerly of House one hundred (100) feet to an iron stake driven in the ground;

Thence in a general easterly direction two hundred (200) feet, more or less, by other land now or formerly of House to an iron stake in the ground at land of B. Hitchcock;

Thence southerly and parallel with the line first described eighty (80) feet by land of B. Hitchcock to an iron stake in the ground on the northerly side of said Highway;

Thence in a general westerly direction by the northerly side of said Highway two hundred (200) feet to the point of beginning.

Together with an easement for a water line as now located from Chapman Street to the land herein conveyed over remaining land now or formerly of House, and together with the right to enter to maintain and replace the same.

Being all of the premises described in deed of Martilla T. House to Arthur D. House and Elizabeth S. House, recorded in the Lincoln County Registry of Deeds in Book 578, Page 25, and a portion of the premises described in deed of Arthur E. Nissen, Executor of the Estate of Martilla T. House, to Arthur D. House and Elizabeth S. House, recorded in said Registry in Book 1012, Page 117.

Together with the release of the fourteen (14) foot easement reserved in deed from Martilla T. House dated November 11, 1962 and recorded in said Registry in Book 578, Page 25.

For further reference see deed of Arthur D. House and Elizabeth S. House to Wayne M. Gilbert and Rosalind M. Gilbert dated June 16, 1980 recorded in the Lincoln County Registry of Deeds in Book 1033 at Page 17.

Excepting and reserving from the above described premises a certain lot or parcel of land as described in deed from Grantors to Bruce Hutchins dated September 23, 1987, recorded in Book 1425 at Page 43.

Also conveying the land conveyed by Bruce Hutchins to Wayne M. Gilbert and Rosalind M. Gilbert as described in the deed dated September 23, 1987, recorded in Book 1425 at Page 44 of the Lincoln County Registry of Deeds.

Subject to the common boundary established by deed dated May 13, 1996 and recorded in Book 2165 at Page 129 and deed dated May 16, 1996 and recorded in Book 2165 at Page 131.

For even further reference see deed of Wayne M. Gilbert and Rosalind M. Gilbert to David H. Page dated November 21, 1994 and recorded in Book 2028 at Page 283.

Parcel 2:

A certain lot or parcel of land situated in the Town of Damariscotta, County of Lincoln and State of Maine, bounded and described as follows:

Beginning at a 5/8" rebar set in the southerly side of Chapman Street, said pin marking the northeasterly cornerbound of land now or formerly of Gilbert;

Thence N 87 degrees 47'37" E a distance of 64.63 feet to a point;

Thence S 02 degrees 51'38" E a distance of 158.51 feet to a point;

Thence S 69 degrees 28'30" W a distance of 24.38 feet by and along the northerly bound of Business Route One to a point;

Thence N 82 degrees 15'30" W a distance of 42.12 feet to an iron pin;

Thence N 02 degrees 51'36" W a distance of 42.58 feet to an iron pin;

Thence continuing same course 16.41 feet to a 5/8" rebar with plastic cap marking "Furman No. 1295";

Thence N 02 degrees 51'36" W through a series of iron pins a distance of 99.92 feet to the 5/8" rebar making the point of beginning.

Being Lot 2 on a Plan entitled "Standard Boundary Survey for Barbara Clark, Business Route One, Town of Damariscotta, Lincoln County, State of Maine, April 24, 1992, Ferguson and Associates, Scale: 1"=30', Project I.D. #191". Said Lot 2 on said Plan consisting of 10,500 square feet, more or less.

Reference may be had to a Confirmatory Trustee's Deed from Barbara J. Clark, Trustee of the Edward D. Hitchcock Heirs Declaration of Trust, to Robert Clark to be recorded herewith.

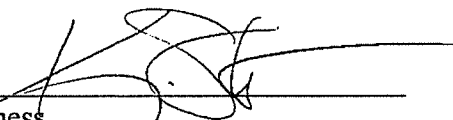


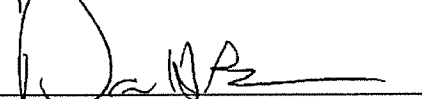
The above described premises shall not be used for the purpose of wholesale or retail vegetable sales without the prior written consent of the owner of the remaining land from which these premises are a part.

For further reference see deed of Robert Clark to David Page dated June 3, 1999 and recorded in Book 2466 at Page 34.

Subject to easement deed of David H. Page to David A. Hatch dated September 22, 2005 and recorded in Book 3557, Page 38, which said deed was amended on June 7, 2006, recorded in Book 3689, Page 234.

Witness my hand and seal this 23<sup>rd</sup> day of March, 2010.

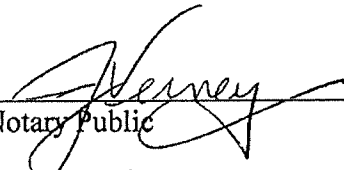
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
David H. Page

State of Maine  
County of Lincoln, ss.

March 23, 2010

Then personally appeared before me the above-named David H. Page and acknowledged the foregoing instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

JUDITH M. B. VERNEY  
NOTARY PUBLIC, MAINE  
~~MY COMMISSION EXPIRES APRIL 4, 2011~~  
Printed Name

Received  
LINCOLN COUNTY REGISTRY OF DEEDS  
REBECCA S. WOTTON  
REGISTER



**SEACOAST  
SECURITY**

P.O. Box A,  
290 West Street  
West Rockport, ME 04865  
800.654.8800  
207.236.4876  
207.236.8517 fax  
www.seacoastsecurity.com

**Camera Systems- Service Plans:**

**Plan A-Bronze- Basic Remote Services Plan (Code RVS)-** *To be sold with IP, Analog, IP/Analog camera systems.* This plan covers Remote Telephone Support for customers. Allowing customers Tier 1 and Tier 2 support for system issues, questions on system operation, issues with log -in/out, phone application support and setup, video retrieval and minimal trouble shooting. This plan **does not** cover parts, labor or networking issues or advanced networking trouble-shooting on equipment not installed by Seacoast Security. Seacoast Security does not own nor install the network feeds and firewall configurations so, no trouble-shooting would be done. Plan pricing based upon fixed rate and/or percentage of system purchase price. Ask your Sales Representative for pricing.

**Plan B-Silver- Basic Remote Services Plan with Annual Inspection (Code S/C, T&I, & C)-** *To be sold with IP, Analog, IP/Analog camera systems.* This plan covers all that is in Plan A plus one annual system inspection which includes camera cover cleaning, refocusing of views if requested, NVR/DVR video storage/recording confirmation, basic system training (not to exceed 30 minutes) and software updates on NVR/DVR and cameras. Customer responsible for contacting Seacoast Security to schedule inspection. Plan pricing based upon fixed rate and/or percentage of system purchase price. Ask your Sales Representative for pricing.

**Plan C- Gold-Premium Services Plan (Code S/C T&I, C & M)-** *To be sold with IP, Analog, IP/Analog camera systems.* This plan covers all that is in Plan A + B as well as parts and labor for any service call performed during normal business hours within the plans contracted term. This plan is not offered for more than a 5-year term or on systems greater than 5 years old. Plan pricing based upon fixed rate and/or percentage of system purchase price. Ask your Sales Representative for pricing.

- All Plans must have Video Contract completed and signed. All Terms and Conditions as defined in Video Contract.

**Definition of:**

**Tier 1 Support-** basic help desk resolution and service. Supports basic customer issues such as solving usage issues and fulfilling service requests that need low level IT involvement. Requires lower level skill set to trouble shoot/provide answers. Reviews user manuals and support documentation with customer while solving issues.

**Tier 2 Support-** More In-depth technical support. Requires experienced and knowledgeable technicians that can assess issues, provide solutions for problems that cannot be handled by Tier 1 level support. Knowledge of product and complimentary equipment is high. Ability to source solutions outside of user manual troubleshooting tactics. Would be the conduit between manufacturer of equipment and Seacoast Security.

**Tier 3 Support-** Expert product and service support. Technicians at this level attempt to duplicate or replicate the problems being experienced. They define root causes, develop solutions and often times change product(s) or software to solve issues. Typically, this level of support would be requested, provided by product manufacturer or outside contracted person(s).

**Customer Informational Document: January 2020**

**Branch Offices**

32 Lexington Dr., Hermon  
18 Moosehead Lake Rd., Greenville  
270 KMD, 3 KMD Plaza, Waterville  
81 River St., Suite 205, Montpelier, VT

4 Summer St., Freeport  
17 Parsons St., Presque Isle  
280 Heritage Dr., Unit C, Portsmouth, NH

Description	Qty
<p><b>\$15/PER MONTH</b></p> <p><b>NOTE: OPTIONAL UPGRADE TO SILVER SUPPORT PACKAGE INCLUDES BRONZE SUPPORT PACKAGE AS WELL AS ANNUAL SITE VISIT TO CONDUCT CAMERA CLEANING, REFOCUSING, RECORDING VERIFICATION AND NVR HEALTH CHECK AVAILABLE FOR \$45/PER MONTH</b></p> <p><b>NOTE: OPTIONAL UPGRADE TO GOLD SUPPORT PACKAGE INCLUDES BRONZE &amp; SILVER SUPPORT PACKAGES AS WELL AS COMPLETE REPLACEMENT OF ALL EQUIPMENT LISTED ON QUOTE (INCLUDES PARTS, TRAVEL AND LABOR) AVAILABLE FOR \$90/PER MONTH</b></p> <p><b>**NOTE** MONITOR(S) NOT INCLUDED ON QUOTE, CAN BE ADDED OR SUPPLIED BY CUSTOMER AFTER LOCATION(S) DETERMINED</b></p>	

**I accept the terms and conditions of this quotation.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms: 1 / 2 down 30 day on completion** Major credit cards accepted.

**This Is Schedule A**

**Please Note Large jobs will be Billed with Progress Billing over \$10,000.00**

**NOTE: This Quote is Confidential and May Not Be Shared in anyway**

<b>Sub-Total</b>	<b>\$9,001.79</b>
<b>Labor</b>	<b>\$2,080.00</b>
<b>Tax</b>	<b>\$495.10</b>
<b>Total</b>	<b>\$11,576.89</b>

*Permits Will Be Billed In Addition to Total Job Price If Needed.*

This Document Refers To The Terms and Conditions on Previous Signed ASA Contract Dated \_\_\_\_\_ // One Year Warranty on all New installations // Continuous Warranty including Parts, Labor & Travel, 7.5% of Installed Price at Time of Installation, not less than \$7.95 Per Month

IN STATE, FAMILY OWNED & OPERATED,  
 U.L. LISTED SEACOAST CENTRAL STATION,  
 IMSA CERTIFIED, NFPA MEMBER,  
 FIRST ALERT & HONEYWELL DEALER,  
 KEYSKAN ENTERPRISE PARTNER