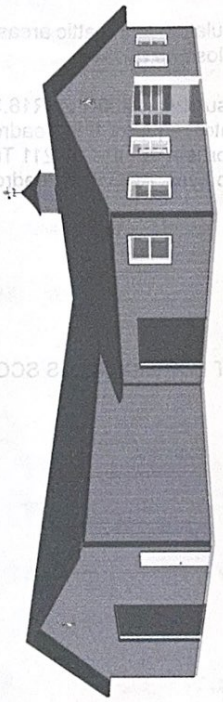

U24-022
U24-022-A
Remove Trees
20'
New Building Approx
Car Lot
250' Approx
U23-009-B
U23-010
U23-007

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West and South Walls



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Interior Wall Finish with Hi-Rib Steel (.019 White Polyester) Fastened to Nailers with Painted Steel Screws, Wall Cavity is Insulated with 6" Fiberglass Insulation and 4 Mil Vapor Retarder

80' long, on South wall starting @ 0'

42' long, on East wall starting @ 0'

80' long, on North wall starting @ 0'

42' long, on West wall starting @ 0'

Subcontracts

Install 4368 of R-49 fiberglass blown-in insulation in the attic areas of the 2 Morton Buildings. Under no circumstances will blown-in cellulose be allowed.

Install (2) 12' 2" X 10' 1" Black Raynor Insulated M200C 2" R18.30 Door with 2" Raynor Heavy Duty Track and hardware, Stucco Panels, Door/Operator requires 1' 8" headroom, 3" Gray rubber bottom seal. (3) 24" x 8" DSB Insulated window(s). Door operator is a .5 HP CST211 Trolley which includes interior 3 button wall station, single button transmitter, and photo eyes. Available Headroom is 2' 1"

Additional Information

BUILDING PRICE INCLUDES:

ALL MATERIALS, LABOR, FREIGHT, EQUIPMENT FOR MORTON'S SCOPE OF WORK

ENGINEERED STAMPED PLANS

OVERHEAD DOORS W ELECTRIC OPERATORS

MORTON WARRANTY

BUILDERS RISK INSURANCE

PORTABLE TOILET AND DUMPSTER

BUILIDNG PRICE DOESN'T INCLUDE:

SITE WORK AND FOUNDATION(CAN SUBCONTRACT IF DESIRED)

ELECTRICAL AND HVAC

CUSTOM GLASS WINDOW

INTERIOR ROOMS AND WALLS

BUILDING PERMIT

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Highway Commercial Character District Only

Met	N/A	Waiver Requested	
			Buildings shall have larger setbacks from the roadway. (Sec. 70-833 1(a)3.a)
			Frontage areas between the building and roadway are well landscaped and have appropriate pedestrian access. (Sec. 70-833 1(a)3.a)
			For both building rehabilitation and new buildings, the architecture is "Typical New England Character", and must meet building design/material standards listed above. (Sec. 70-833 1(a)3.c)
			Off-street parking is encouraged to be located to the side or rear of buildings, but where parking is between the building and the roadway, there shall be adequate landscaping or grass buffers per the parking and screening standards in this section. (Sec. 70-833 1(a)3.a.ii)
			For street frontage areas of more than 100 feet where there are not existing street trees and vegetation, street tree plantings are required at least every 40 feet (abutting the road right-of-way). (Sec. 70-833 3(g)2)

Description of how the proposed project meets standards:

Building will sit Far off roadway. Further than existing building. Would like to cut 15' back of existing Tree line to extend Front driveway for used car display. Front + Show Space will have grass islands w/trees /Shrubs Ect. New building will have metal Siding with Clean look to resemble a new car dealership look. Service + Customer parking to be at Left Side of Building. Dumpster to be outback behind privacy fence along with vehicles to be repaired/worked on. Front will have only fixed clean used cars. Front will resemble a Crafts / Lake City upscale dealer look.

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From: Kate Burch kburch@northstar-planning.com
Subject: 42 Lisbon Street Planning Board Application
Date: Jul 23, 2024 at 1:12:39 PM
To: skeltonsforeignauto@gmail.com, Mark Stambach MStambach@lisbonme.org

Hi Andrew,

Good to talk with you today. Here are the items we talked about for your application. Please feel free to give me a call if you have any questions. Answers via email are fine.

Conditional Use

Please follow up with Mark to fill out a Conditional Use application (auto sales/ repair is a conditional use in the Aquifer Overlay Zone 2.) There are two items for conditional use that will be relevant:

- What are your plans for waste disposal? Burn waste oil. Clean harbors to get coolant thats waste
- Will you follow best practices for erosion control during construction? YES silt fence as required

Site Plan Review

- Show approximately where on the parcel your proposed buildings and tree clearing will be (you can take a screenshot from the town parcel map - use the "imagery" basemap to get satellite view)
- Confirm if there is currently water and sewer service to the property YES confirmed w New owners
- Provide a copy of your lease
- Provide a financial capacity letter from your bank ✓

Rt 196 Design Standards

Your property is in the Highway Character District of the Rt 196 Design Standards. I've attached a checklist that lists all the standards - take a look at pages 2-5 and 7.

- Snow storage location
- Proposed lighting details (must be cut-off fixtures)
- Any dumpsters must be screened Dumpster to be behind fence outback by Service Bays
- What is the exterior material of the building? (ie vinyl siding, etc) Metal Siding
- Landscaping plan Grass around Sign, Trees Shrubs through out front of lot to bring color to property.

Aquifer Overlay Zone 2

- Any stormwater management/flooding issues? None known / Unknown
- Confirm you will use sand or a low-salt mix for winter parking lot maintenance. YES
- Confirm chemicals will be stored in closed, labeled, water-tight containers. YES
- Will there be any tanks on site? Waste oil furnace tank for recycling used 0.1 Safety.
- Will there be any floor drains? NO
- Will there be petroleum products, hazardous materials, or chemicals used during construction or stored on site? Only in contractors equipment to run.
- In this zone, there is a maximum 50% impervious surface area on the parcel. You are well below that, but you should be aware for the future.

Best,
Kate

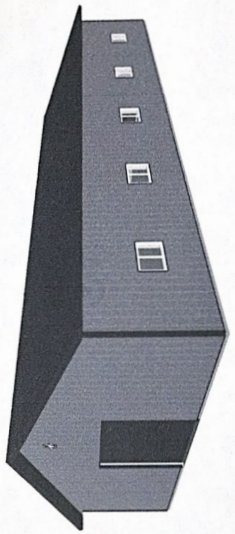
--
Kate Burch (she/her)
Senior Planner
kburch@northstar-planning.com
(207) 805-4767

NORTHSTAR
PLANNING

pdf **Route 196 Design Standards Checklist.pdf**
313 KB

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East and North Walls



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COMMERCIAL LEASE WITH OPTION TO PURCHASE

THIS INDENTURE made effective this ___ day of July, 2024.

BETWEEN **Springer Holdings LLC** a Maine limited liability company with a mailing address of PO Box 278, Sabattus, Maine 04280, hereinafter referred to as Lessor, which expression shall include its heirs, personal representatives, successors and assigns,

AND **Skelton's Foreign Auto, LLC**, a Maine limited liability company with a mailing address of 364 State Road, West Bath, Maine 04530, hereinafter called the Lessee, which expression shall include its successors and assigns.

W I T N E S S:

I. **Leased Premises:** Lessor, in consideration of the covenants herein contained on the part of Lessee to be kept and performed, does hereby demise and lease unto Lessee a certain portion of a lot or parcel of land, with the building thereon, situated at or near 42 Lisbon Street, Lewiston, Maine 04240, and further being described in Exhibit A attached hereto and which is further described in a deed to Lessor from Lewis Auto Sales, Inc. dated October 10, 2023 and recorded in the in the Androscoggin County Registry of Deeds in Book 11450, Page 274 (hereafter the "Premises").

II. **Rental Term, Rents and Option to Buy:**

A. **Rental Term and Rents**. This Lease shall be for an initial term of One (1) year, commencing on the 1st day of August, 2024, and terminating on the sooner of July 31, 2025, or default under the terms of this Lease (the "Lease Term"), yielding and paying therefor, in advance, monthly rent as follows: One Thousand Five Hundred and 00/100 Dollars ($1,500.00) commencing August 1, 2024. Any amount paid in excess of the rent amount will be applied as a nonrefundable down payment on the Purchase Price, as that term is defined herein. If rent is not paid by the 5th day of the month, Lessee shall pay a late charge of 4% of the rental amount. If Lessee's check is returned due to insufficient funds ("bounces"), Lessee shall pay Lessor a $30.00 fee for each check so returned, plus any sums charged by Lessor's bank for each check so returned. Nothing stated herein shall prevent Lessor from evicting the Lessee for non-payment of rent due to a bounced check. Additional charges for bounced checks shall be due and payable within Fifteen (15) days of delivery by Lessor to Lessee of a written notice stating the amount of each charge and interest upon unpaid charges shall accrue at the rate of 4 % per month.

B. **Renewal Options.** The Lessee shall have an option to renew this Lease for One (1) year ("Renewal Term"), on the same terms and conditions excepting this provision for renewal option and except for rent which will be as mutually agreed by the Parties. If the Parties are unable to mutually agree the Lessee shall pay the cost of a Commercial Broker to provide an evaluation of the fair market value. The Commercial Broker shall be chosen by Lessor. The Parties shall accept the rent determined by the Commercial Broker. The option to renew may only be exercised by Lessee giving notice to Lessor in the manner prescribed herein at least Thirty (30) days prior to expiration of the preceding Term of this Lease.

C. **Option to Purchase**. Upon expiration of the Lease Term or the Renewal Term, as the case may be, Lessee shall have an option to purchase the Premises with all buildings and improvements thereon, which option shall terminate on the termination of this Lease. The

purchase price shall be Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) (the "Purchase Price"), less any additional payments made as a nonrefundable down payment during the Lease Term. The Option to Purchase is conditioned on Lessee fully complying with all terms and provisions under this Lease and any tenancy-at-will for the Premises thereafter to the satisfaction of Lessor as determined solely by Lessor. Lessee shall be required to close on the purchase of the Premises within Thirty (30) days of the expiration of the Lease Term or Renewal Term, as the case may be, and provide Lessor with a minimum of Thirty (30) days advance written notice of Lessee's election to exercise said option. At closing, the purchase price shall be paid in cash, certified or by bank cashier's check, all in United States funds. Lessee agrees to purchase the Premises AS IS and WHERE IS. No warranties, guaranties or representations of any kind are made by Sellers or Sellers' agent, and all warranties are disclaimed with respect to the acreage, location and/or boundaries of the Premises or improvements thereon, title to the Premises, access to the Premises, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances. Real estate taxes shall not be prorated at closing since it is Lessee's obligation to pay them under this lease, with each party being responsible for their statutory share of Maine Real Estate Transfer Tax then due. At closing Lessor shall convey to Lessee the Premises by Quitclaim Deed with good and marketable title thereto, free and clear of all encumbrances except easements, conditions and restrictions of record. Lessee hereby acknowledges, recognizes and agrees that any failure to comply with this Lease, the conditions of this Option to Purchase or any tenancy at will with Lessor, all as determined by Lessor in its sole discretion and without recourse by Lessee, shall terminate and void all rights of Lessee to acquire the Premises under the above Option.

All notices shall be given in one of the manners prescribed herein addressed as provided in Paragraph 22 below and shall be deemed to have been given as follows:

(A) Notice may be delivered in hand and, if so, delivery shall be deemed given when so delivered.

(B) Notice may be mailed U.S. mail, postage prepaid, certified and return receipt requested and, if so mailed, shall be deemed given on the same date as the return receipt indicates delivery and if the return receipt indicates the delivery was referred or was otherwise not delivered then the notice shall be deemed given on the date the notice was mailed.

(C) Notice may be delivered by any reputable overnight commercial carrier and, if so delivered, shall be deemed given on the date which the carrier's receipt indicates delivery was made.

III. **Covenants:**

1. **Quiet Enjoyment**. If Lessee shall pay the rent and other payments in the nature of rent, all as herein set forth, and if Lessee shall observe all the other covenants, terms, and conditions of this Lease and any extensions thereof, Lessor shall warrant, covenant and defend Lessee to such peaceful and quiet enjoyment of the Premises against Lessor and all persons or entities claiming by, through or under the Lessor.

2. **Signs**. The Lessee shall have the right to erect and maintain signage on the exterior of the Premises, with the approval of the Lessor, which approval will not be unreasonably withheld. No such sign shall endanger the structural integrity of the building of which the Premises forms a part. Any such exterior sign shall comply with all laws, ordinances and regulations of the City of Lewiston, the State of Maine, and the Board of Fire Underwriters applicable thereto.

3. **Use**. Lessee agrees that the Premises shall be used for an automotive dealership and for no other purpose unless agreed in writing by Lessor. Lessee shall be responsible for obtaining, and paying for, all license and approvals needed to operate the business on the Premises.

4. **Extra Hazard**. The Lessee shall not occupy the Premises for any purpose usually denominated extra hazardous as to fire by insurance companies.

5. **Environmental Indemnification and Compliance by Lessee**. Lessee hereby warrants, covenants and promises to Lessor that the Premises shall be used all times in compliance with all laws and regulations governing the contamination of soil or ground water or any other matter relating to the transportation, storage, treatment or disposal of hazardous waste, materials or pollutants, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the National Environmental Policy Act, Regulations of the Environmental Protection Agency and the Maine Department of Environmental Protection, the Maine Uncontrolled Hazardous Substance Site Law, the Maine Underground Storage Tank Statute and any other similar or environmentally related law, regulation or statute, all as may have been or may be amended, and all regulations establishing quality criteria or standards for air, water, land use, noise and any underground oil storage tanks. Lessee further hereby warrants, covenants and promises to Lessor that Lessee shall contain and remove in all lawful manners any and all contamination which may arise on or near the Premises relating to any business activity of Lessee, and further agrees, warrants and covenants to indemnify and hold Lessor harmless from any and all claims, actions, causes of action, liabilities, losses, expenses and damages from any of the foregoing, and to produce such reports at Lessee's sole cost and expense as Lessor may request from time to time regarding any such environmental matter. Lessee further warrants, covenants and promises to Lessor that the Premises shall be maintained at all times in compliance with all applicable Federal, State and local environmental and land use laws and regulations.

6. **Condition**. The Premises are leased as they now are, and the Lessor shall not be responsible for the present or the future condition thereof, with the exception of those undertakings especially entered into by the Lessor herein. Lessee hereby accepts the Premises subject to all covenants and restrictions which apply to the Premises and to all applicable Federal, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business. In the event the Premises are damaged during any portion of the Lease Term, any renewal thereof, or upon expiration or termination of this Lease, Lessee shall be fully liable to Lessor for all costs and expenses incurred by Lessor in repairing the damage and shall pay all such amounts to Lessor upon demand of Lessor.

7. **Alterations and Improvements**.

(A) Lessee and Lessor mutually agree that Lessee may make such repairs, alterations, additions, and improvements to the Premises only with prior written consent of Lessor; provided said repairs are performed at Lessee's sole cost and expense, in a good and workmanlike manner, all costs and expenses related thereto are promptly paid by Lessee and said repairs comply in all respects with all Federal, State and local laws, regulations, codes and ordinances. Notwithstanding the previous sentence, the Lessee may demolish and or otherwise remove the current building located on the Premises at the sole of the Lessee. Furthermore, Lessee shall have the option to construct a building on the Premises at the sole cost and expense of Lessee. In the event the Lessee exercises its option to construct a building on the Premises, unless Lessor further exercises its Option to Buy hereunder, said improvements shall become the property of the Lessor. Any improvements constructed by the Lessee shall not alter the Purchase Price.

(B) All repairs, alterations, additions, or improvements shall be done in a good and workmanlike manner in full compliance with all Federal, State and Municipal Laws, ordinances, rules, and regulations and in accordance with specifications and requirements and standards of any Board of Fire Underwriters and fire inspectors having jurisdiction over the Premises.

(C) In the event Lessee shall erect additions, improvements, or any other alterations upon the Premises, the said additions, improvements and/or alterations shall at the option of Lessor become the sole property of Lessor after the termination of this Lease, any renewal thereof, or any extension thereof except as may otherwise be

provided herein.

(D) Lessor shall not be responsible for any costs of construction arising from repairs, alterations, or the erection of any additions or improvements to be done by Lessee, nor for any lien or other obligation involved in such repair or construction; and, in this connection, Lessee agrees to furnish to Lessor the names and addresses of all parties to whom Lessee shall become obligated for payment of monies for repairs and construction to be done on the Premises at the time when Lessee shall have contracted with said parties to commence work on the Premises for Lessee. Lessee agrees to indemnify and to hold Lessor harmless from and against any lien or claim of Lessee's creditors on account of said repairs or improvements.

(E) Lessee shall not create a fire safety hazard by installing excessive cabling for voice and data communications. Upon termination of the Lease and when any improvements are made to the Premises, Lessee shall remove all "abandoned" low and high voltage wires and cables. Abandoned Cable or Wires is loosely defined as cabling that is not terminated at both ends either by a connector or other equipment and not labeled for future use with a tag. Prior to installing new cables and only after written permission from Lessor, all abandoned cabling must be removed from all risers, ceiling plenums and other locations in the Premises. All new cabling installed shall meet the standards of the current NEC, NFPA, any city ordinances and codes in effect at the time of the improvement. All abandoned cable shall be removed by qualified licensed contractors. The Lessee agrees to indemnify and to hold the Lessor harmless from and against any lien or claim of future Lessees on account of the cost of the removal of abandoned cable not removed by Lessee. Lessee shall insure that all installation of cables, wires, any other improvements or the installation of other voice or data communication equipment shall be done in a workmanlike manner. The Lessee agrees to indemnify and to hold the Lessor harmless from and against any damage done to the Premises during the installation of any voice or data communication equipment, including but not limited to damage to ceiling tiles and breach of the construction seal caused by dislodging the insulation above the ceiling tiles.

8. **Maintenance and Repairs**. The Lessee shall be responsible for the maintenance, repair and replacement of the interior of all buildings and improvements leased hereunder, including without limitation, the heating and cooling systems and also the maintenance, replacement and repair of all entrance ways and doors, all interior and exterior lights relating thereto, all stairs, porches, rails, signs, and windows. Lessee will make all necessary repairs when required, shall perform all necessary work or cause the same to be performed in a good and workmanlike fashion and will pay all charges incurred for such repairs promptly upon receipt of bills therefor. Lessee shall also repair, replace and maintain in good order and condition the exterior and structure of the Premises, including without limitation, the outside walls, foundations, roof, all structural and weight-bearing members, all wiring, plumbing, pipes, conduit and other utility fixtures and equipment. The Lessee shall also maintain the structure, parking facilities and access areas of the Premises and keep same free of snow, ice, debris and waste at Lessee's sole cost and expense.

9. **Lessor' Access**. Lessor shall have the right to enter the Premises at all reasonable times for inspections, showings to prospective purchasers, and prospective lessees.

10. **Insurance**.

(A) **Liability Insurance**. The Lessee shall maintain in full force during the Lease Term Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Lessee's operations in the Premises under which the Lessor and such other persons as are in privity of estate with Lessor and/or Lessee as may be set out in notice from time to time, and the Lessee is named as insureds, and under which the insurer agrees to indemnify and hold Lessee and Lessor (and those in privity of estate with Lessor) harmless from and against all costs, expenses and/or liability arising from any accident, injury or damage whatsoever caused to any person occurring during the Lease Term in or about the Premises, unless such accident or damage is the result of the exterior or structural portions of the Premises under the control of the Lessor. Such policy shall be noncancelable with respect to Lessor and Lessor's said designees, except upon thirty (30) days written notice to Lessor. A duplicate original of the certificate

thereof shall be delivered to Lessor. The minimum limits of such insurance shall be One Million ($1,000,000.00) Dollars combined single limit for bodily injury and property damage per occurrence. Such insurance will be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessor, and shall contain a severability of interest clause.

(B) **Property Insurance**.

(i) **Insurance Maintained by Lessor**. During the entire Lease Term, Lessor shall maintain in effect a policy or policies of insurance covering the Premises, including without limitation the Building, fixtures, equipment, Lessee improvements and betterments which shall, at minimum, cover perils insured under the Insurance Services Office, Inc. ("ISO") broad causes loss form, or its equivalent and, at Lessor' option, insurance against sprinkler damage, vandalism, malicious mischief, earthquake damage and abatement or loss of rent in case of said insurance casualties and comprehensive general liability insurance in such amounts as Lessor shall deem reasonable (collectively the "Property Insurance"). The cost of said insurance shall be reimbursed to Lessor by Lessee within 5 days of receipt of the bill form Lessor and shall be treated as additional rent under this Lease. Lessor shall neither be liable for, nor be obligated to maintain insurance coverage for the loss or damage of Lessee's personal property located in, on or about the Premises.

(ii) **Insurance Maintained by Lessee**. Lessee shall during the entire Lease Term keep in full force and effect, at Lessee's sole cost and expense, an all risk policy of insurance upon all of the plate glass in the Premises, in which policy both Lessor and Lessee shall be named as parties covered thereby as their respective interests may appear. Lessee shall, during the entire Lease Term, carry and maintain, at its sole cost and expense, insurance covering all of Lessee's leasehold improvements, alterations, additions, trade fixtures, equipment, merchandise and personal property from time to time in, on or about the Premises, in an amount equal to their full replacement cost from time to time during the Lease Term, providing protection against any peril insured under the ISO broad causes of loss form, or its equivalent, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of this Lease relating to fire, casualty and condemnation.

11. **Indemnification**. Lessee shall indemnify and hold harmless the Lessor from and against all claims, demands, actions, suits and expenses for injury to person or property occurring in the Premises or occurring about the Premises if caused by negligence of the Lessee. Likewise, the Lessee shall be liable for any fire, smoke, and water damage to the Premises, if caused by the negligence or willful misconduct of the Lessee. This paragraph shall be operative to the extent that fire, hazard and public liability policies of the Lessee and the Lessor do not cover such claims and damage in full and to the extent that the respective insurance carriers rightfully deny any coverage or coverage of the particular damage claimed.

12. **Other Damage**. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, water, sewer, steam, or other pipes, or the bursting, leaking or running of any washstand, water closet, or waste pipe in, upon or about the Premises, nor for damage occasioned water, snow, or ice being upon or coming through the roof, entrance door, or otherwise, nor by acts of neglect of Lessee or other occupants of the Premises.

13. **Sublease-Assignment**.

(A) **Assignment or Subletting**. Lessee shall not assign, mortgage, pledge or encumber this Lease, or any right or interest therein, in whole or in part, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents, employees, customers and servants of Lessee excepted), to occupy or use the Premises, or any portion thereof, without first

obtaining the written consent of Lessor. Consent by Lessor to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such consent by Lessor shall not release the original named Lessee from liability for the continued performance of the terms and provisions on the part of the Lessee to be kept and performed unless Lessor specifically releases the original named Lessee from said liability in a writing signed by Lessor. Any assignment or subletting without the prior written consent of Lessor shall be null and void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of Lessee, by operation of law without the prior written consent of Lessor.

(B) **Affiliate of Lessee**. If Lessee is a corporation, an unincorporated association, a limited liability company or a partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, limited liability company or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning and provisions of this Section.

(C) **Substitution of Responsibility**. In the event Lessee, with Lessor's prior written approval, assigns this Lease or sublets the Premises, the provisions and requirements hereof with respect to any regulations governing the operation of the business conducted in the Premises shall refer to and be applicable to the business of such assignee or sublessee and not to that of Lessee if Lessee conducts no business therein. In the event Lessee makes such assignment or sublease and the assignee or sublessee maintains the insurance coverage required by this Lease, Lessee shall be relieved of such obligation.

14. **Lessor's Right of Termination**.

(A) If Lessee shall neglect or fail to perform or observe any of its obligations herein, other than the payment of rent, for a period of Thirty (30) days after notice in writing from Lessor in respect to the nature of the default; or

(B) If Lessee shall fail to make any payment of rent or other amounts due under this Lease within Five (5) days of the date when due; or

(C) If Lessee shall be adjudicated a bankrupt or insolvent according to law and no appeal shall be taken from such finding by Lessee, or if such appeal shall be taken and not prosecuted diligently, or if Lessee shall make an assignment of his property for the benefit of creditors, or if a receiver, trustee, or similar officer shall be appointed to take charge of all or any portion of Lessee's property and it is not removed within Thirty (30) days, or if Lessee shall file a petition under any bankruptcy law, and same shall not be dismissed within Thirty (30) days, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), Lessor may immediately terminate this Lease and the Option to Buy and remove Lessee, physically if necessary, without resort to any statute related to forcible entry and detainer or other legal process, and further reserves all rights and remedies against Lessee for collection of due and unpaid rent and other charges set forth herein. Lessee covenants that in case of such termination, Lessee shall be liable to the Lessor for the balance of the entire unpaid rent for the remaining term of this Lease.

15. **Condition of Premises at Expiration**. Lessee agrees to yield up the Premises in good repair and condition, reasonable wear and tear excepted, upon termination of this Lease or any renewal thereof.

16. **Utilities, Etc.** Lessee shall pay all utilities servicing the Premises, including without limitation, electrical charges, phone, cable, internet, water and sewer charges relating to the Premises during the Lease Term or any renewal thereof, and shall provide for weekly trash removal. Lessee shall heat the Premises at all times when seasonably required to prevent any damage to the Premises.

17. **Taxes**.

(A) **Real Estate Taxes**. Lessee shall pay all real estate property tax payments and all other assessments assessed or imposed against the Premises by the City of Auburn, Maine, or any quasi-governmental agencies or any district during the Lease Term or any renewal thereof.

(B) **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes levied upon all fixtures, furnishings, equipment and all other personal property placed in, on or about the Premises by Lessee. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by said placement of such property by Lessee, Lessee shall pay to Lessor, Lessee's share of such taxes or increases within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes or increases applicable to Lessee's property.

18. **Holding Over**. It is agreed and understood that any holding over by Lessee of the Premises after the expiration of the original Lease Term or any renewal thereof, unless an approved tenancy at will is agreed between the parties hereto, shall operate and be construed as a tenancy from month to month under all terms and conditions of this Lease, and at twice the rental as is in effect at the expiration thereof, providing, however, that this shall not prevent Lessor from insisting upon the termination of the Lease according to its terms. Regardless of Lessee holding over, the Option to Purchase shall terminate on August 31, 2025 without further notice required.

19. **Removal of Goods**. Lessee shall, at the expiration of the Lease Term or any renewal thereof, remove its goods, effects, trade fixtures, and equipment placed or installed in the Premises, repairing any damage caused by such removal.

20. **Cumulative Rights**. Any and all rights and remedies which either party may have hereunder shall be cumulative, and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

21. **Waiver**. One or more waivers of the breach of any covenant or condition by either party shall not be construed as a waiver of any further breach of the same covenant or condition.

22. **Notices**. Any notices required by or useful under the terms of this Lease shall be given in the case of Lessor, to:

Skelton's Foreign Auto, LLC
C/O Andrew Skelton

364 State Road
West Bath, Maine 04530

and, in the case of the Lessee, to:

Springer Holdings
C/O William Hayden

PO Box 278
Sabattus, Maine 04280

or such other persons and addresses as the appropriate party may hereafter designate. All such notices shall be sent certified mail, prepaid, deliver to addressee only.

23. **Entire Agreement**. This instrument contains the entire and only agreement between the parties and no oral statements or representatives or prior written matter not contained in this instrument shall have any force and effect.

24. **Attorney Fees**. If the Lessor or Lessee shall, without fault, be made party to any litigation commenced by or against the other party, arising out of any fault or negligence of said other party, their agents, contractors, employees or business invitees, then the said other party shall pay all costs and reasonable attorney's fees incurred by or against the first party by or in connection with such litigation. Likewise, the other party shall pay all costs and reasonable attorney's fees incurred by or against the first party in enforcing the agreements, terms and provisions of this Lease.

25. **Estoppel Certificates**. Lessee agrees, at any time, and from time to time, upon not less than Ten (10) days prior request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Lessee, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or the property of which the Premises are a part, or by any other properly interested party.

26. **Report on Condition of Property**.

(A) The Lessee hereby acknowledges that the Premises are safe, clean and in good condition; and that it has checked and verified that all appliances and equipment on the Premises are in good working order.

(B) The Lessee also agrees that Lessor have made no promise to decorate, alter, repair, or improve the Premises.

27. **Lessor's Expenditures Become Additional Rent**. Lessor at his election shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease or to correct any violation of any covenant of Lessee herein set forth. In the event Lessor shall, at his election, pay such sums or do such acts requiring the expenditures of monies, the sums so paid by Lessor shall be deemed additional rent and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur; and Lessor shall have the same remedies for failure to pay the same as for non-payment of rent.

28. **Triple Net Lease**. This Lease shall be a triple net lease, which means that the Lessee is responsible for the ongoing expenses of the property, including real estate taxes, building insurance, and maintenance, in addition to paying the rent and utilities. This Lease shall be zero expense and cost to Lessor.

29. **Subordination**. The Lessee covenants and agrees to subordinate the lien of the Lease to the lien of any mortgage of the Lessor now existing or which may in the future be placed against the Premises, and execute and deliver upon demand to the Lessor, such instrument or instruments in writing in form for recording.

30. **Interest**. In the event any monies become due and payable from Lessee to Lessor and payment is not promptly made when due, then any and all sums unpaid shall bear interest from the due date at the rate of 12% per annum.

31. **Fire, Casualty and Condemnation**. In the event that the Premises demised to the Lessee shall, during the Lease Term or any extension thereof, be damaged by fire or other unavoidable casualty, then and in such event, the rent hereinbefore reserved, or a just proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Premises shall have been restored by the Lessor. In the event that fifty (50%) percent of the Building, of which the Premises are a part, shall be destroyed or damaged by fire or other unavoidable casualty, or there shall be any like destruction or damage to the Building by taking by any public authorities for public uses, then, in the happening of

either of said events, the rent hereinbefore reserved shall abate, and the Lessor or the Lessee may, at their option, within twenty (20) days of such taking or damage or destruction, terminate this Lease. In the event that the within Lease is not terminated as aforesaid, the Lessor shall forthwith restore said Premises (unless said restoration would be unlawful or, because of the nature of the taking, not feasible) to the same condition as they were in before said taking or fire or other unavoidable casualty; and until such time as the Premises are restored, there shall be an abatement of rent.

32. **Time**. Time is of the essence of this agreement.

33. **Recording of Memorandum**. This Lease will not be recorded in the Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of

LESSOR:

Springer Holdings LLC

_____ By: _____

Witness William Hayden, Its manager

LESSEE:

Skelton's Foreign Auto, LLC

_____ By: _____

Witness Andrew Skelton, Its Manager

EXHIBIT A

A certain lot or parcel of land, with any building thereon, situated in Lisbon, County of Androscoggin, State of Maine, and being more particularly bounded and described as follows, to wit:

BEGINNING at an iron pin or pipe set in the ground in the northeasterly line of Route 196 at a point exactly two hundred five (205) feet northwesterly, measured along said line of Route 196, from the southerly corner of a parcel of land conveyed to Charles L. and Jo-Ann Shultz by Harvey H. Lessard and Pauline J. Lessard by deed dated September 23, 1965, recorded in the Androscoggin County Registry of Deeds in Book 947, Page 474, and thence the line runs in a northeasterly direction, exactly perpendicular to said line of Route 196, a distance of one thousand (1,000) feet, more or less, to the center of No Name Brook; thence the line runs in a northwesterly direction along No Name Brook to land now or formerly of James Bernard; thence the line runs in a southwesterly direction along land now or formerly of James Bernard to said line of Route 196; thence the line runs in a southeasterly direction along said line of Route 196 a distance of approximately four hundred (400) feet to the point of beginning. This may be shown on the Town of Lisbon Tax Map U-24, Lots 22 and 22-B.