

CITY OF LEWISTON HISTORIC PRESERVATION REVIEW BOARD

Thursday, May 7, 2020 – 3:00 P.M.

ZOOM Meeting

Lewiston City Building

AGENDA

3:00 P.M.

- I. Roll Call
- II. New Business
 - a. A Certificate of Appropriateness (COA) application for signage at 103 Lincoln Street
- III. Old Business
 - Continued discussion regarding the 2020 May Annual Award Ceremony
- IV. Minutes: Approval of Draft Meeting Minutes dated March 5, 2020
- V. Adjourn

Note: an invitation will be sent out to HPRB members with a link and instructions on how to connect to the Zoom meeting.

CITY OF LEWISTON
HISTORIC PRESERVATION REVIEW BOARD
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

1. NAME OF APPLICANT: Kathy Lebel TELEPHONE 207-402-0916

ADDRESS: 272 Pond Rd Lewiston Me 04240

ADDRESS OF HISTORIC PROPERTY FOR WHICH CERTIFICATE IS SOUGHT:
103 Lincoln St Lewiston Me 04240

RIGHT, TITLE OR INTEREST IN PROPERTY _____

2. NAME OF OWNER (IF DIFFERENT) _____ TELEPHONE _____

ADDRESS: _____

3. WHAT IS THE PRESENT USE OF THE PROPERTY? Vacant Restaurant

4. PLEASE GIVE A BRIEF DESCRIPTION OF THE WORK FOR WHICH THE CERTIFICATE OF APPROPRIATENESS IS REQUIRED: See attached narrative

5. PLEASE ATTACH DRAWINGS(S) TO SCALE INDICATING THE DESIGN AND LOCATION OF ANY PROPOSED ALTERATION OR NEW CONSTRUCTION FOR WHICH THE CERTIFICATE IS REQUIRED AND ANY BUILDING OR SIGN PERMIT APPLICATION REQUIRED FOR THE PROPOSED WORK.

6. PLEASE ATTACH PHOTOGRAPHS OF THE BUILDING AND OF ADJACENT BUILDINGS.

7. PLEASE INCLUDE A SITE PLAN SHOWING THE STRUCTURE IN CONTEXT AND INDICATING IMPROVEMENTS AFFECTING APPEARANCE, SUCH AS WALLS, WALKS, TERRACES, ACCESSARY BUILDINGS, SIGNS AND OTHER ELEMENTS.

8. PLEASE PROVIDE NECESSARY INFORMATION FOR THE BOARD TO MAKE A POSITIVE FINDING THAT ALL THE APPLICABLE REVIEW CRITERIA UNDER ARTICLE XV, SECTION 5 OF THE LEWISTON ZONING AND LAND USE CODE ARE MET. (PLEASE REFER TO THE LEWISTON HISTORIC PRESERVATION DESIGN MANUAL FOR GUIDANCE.)

9. THE HISTORIC PRESERVATION REVIEW BOARD SHALL CONSIDER AND APPROVE OR DENY THE APPLICATION WITHIN THIRTY (30) DAYS OF THE APPLICATION DATE UNLESS THE REVIEW PERIOD IS EXTENDED UPON MUTUAL WRITTEN CONSENT OF THE BOARD AND THE APPLICANT.

Kathy Lebel
SIGNATURE OF APPLICANT

4-22-20
DATE

.....
FOR OFFICE USE ONLY

APPLICATION DATE

Douglas Greene
Deputy Director of Planning & Code
(207) 513-3125, Ext. 3223
dgreene@lewistonmaine.gov

April 29, 2020

Dear Members on the Board:

Station Grill is looking forward to bringing new life back to The Grand Trunk Station. This is one of Lewiston/Auburn's great historical landmarks. We are excited to be opening 103 Lincoln St where Rails once was. We are proud to have this opportunity to be a part of the history of Lewiston.

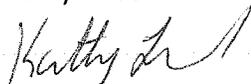
The purpose of this application is in hope to approve our business signs. There will be no modifications to the exterior of the building with any of the signs. The main sign for the business will be in the front of 103 Lincoln Street building and one for the entrance of the building facing the right side of Lincoln Street. We are also looking to post signs for parking. We have reviewed the general guidelines and recommendations required by the city, and believe that we have met these requirements

The placement and location of the first sign will be mounted to the existing colonial post that Rails used on Lincoln Street side. The text, reading "Station Grill Restaurant" "Burger Steak Chicken" "OPEN MONDAY-SATURDAY 11 AM" and the "Entrance" sign will be hanging above the door on the side facing Lewiston House of Pizza. We will be using the existing wire that is hanging from the roof rafters. This sign is to help our customers to pick one out of seven doors to come into the restaurant. We are also looking to use the existing signpost in the parking lot. The signs will be "Station customer parking only". The color scheme complements the building. Materials for the signs will be excellent quality and will be able to withstand weather and safety hazards.

We want to preserve the historic value of the Grand Trunk Station at the same time bring in a new business to the city of Lewiston. We hope that we have met all the requirements needed for approval. We thank you members of the board for your time to review these materials.

Sincerely

Kathy Lebel



Owner

Station Grill Restaurant

COMMERCIAL LEASE AGREEMENT

THIS LEASE made as of this day of January 1, 2020, by and between LEWISTON and AUBURN RAILROAD COMPANY, a Maine business corporation of Auburn, County of Androscoggin, State of Maine ("Lessor") and Station Grill, Inc., a Maine business corporation of Lewiston in said County and State ("Lessee") WITNESSETH THAT, in consideration of the mutual promises and undertakings herein, Lessor and Lessee agree as follows:

1. **PREMISES:** Lessor leases to Lessee, and Lessee leases from Lessor the real estate at 103 Lincoln Street, together with exclusive use of the twelve (12) parking spaces at 107 Lincoln Street, in the City of Lewiston, County of Androscoggin, State of Maine, as described in Exhibit A attached hereto.

2. **TERM:** The term of this Lease Agreement is from February 1, 2020, through January 31, 2025, for a period of five (5) years; provided that Lessee shall have the right to terminate the lease term after January 31, 2021 upon written notice to Lessor of said termination delivered no later than December 15, 2020. Lessor further grants to Lessee two (2) separate options to extend the lease term for an additional term of five (5) years, each; provided that Lessee notifies Lessor, in writing not later than sixty (60) days prior to the end of the then current lease term, that it has exercised its right to extend the term.

3. **RENTAL:** The Lessee shall pay the Lessor a total annual rent of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) payable as follows: Twenty-Two Hundred Fifty Dollars (\$2,250.00) per month in consecutive monthly payments commencing May 1, 2020. The annual rent for each of the two (2) extended terms shall be increased according the Consumer Price Index's increase for the Lewiston, Maine area from the original term's commencement to the commencement of the extended term. Each such payment shall be due on the first of each month, and Lessor may charge Lessee a late charge of five percent (5%) for any such payment received by Lessor after the tenth of such month.

4. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** Acknowledging that the leased premises are registered with the federal and state governments as on the "Historic Register" and subject to such restrictions regarding altering the historic character of the building, the Lessee may make such alterations, additions or improvement to the leased premises as it may desire, at its own expense, provided, however, that no structural alterations or additions may be made without first obtaining the written consent of the Lessor. All electrical wiring and fixtures installed or made by the Lessee shall, upon installation or completion, become the property of the Lessor.

All repairs, alterations or additions, whether made by the Lessor or the Lessee, shall be done in a good and workmanlike manner, in full compliance with all federal, state and municipal laws, ordinances, rules and regulations.

The Lessor shall be responsible for all structural components of the Leased Premises as they exist as of the commencement of the original lease term. The Lessee shall be responsible for all costs of construction arising from repairs or the erection of any improvements to be done by the Lessee, and for any lien or other obligation involved in any such repair or construction. The Lessee agrees to indemnify and hold the Lessor harmless from and against any lien or claim of the Lessee's creditors on account of said repairs or improvements.

5. **SIGNS:** The Lessee shall have the right to erect, affix, and maintain a sign on the exterior signposts located on the described premises in accordance with City of Lewiston ordinances.

6. **LESSEE'S MAINTENANCE:** The Lessee agree to perform all maintenance and make any and all nonstructural, nonmechanical, and nonelectrical repairs required. The Lessee shall maintain and at the expiration of the term hereof yield up the entirety of the leased premises in the same repair or better, order and condition as the same shall be in upon the commencement of the term hereof, reasonable wear and use, damage by fire, and other casualties, excepted.

The Lessee are responsible to the Lessor for all damages arising out of or caused by it, its agents', employees' or business invitees', acts, omissions, misuse, fault or negligence to the leased premises.

7. **INSURANCE AND INDEMNIFICATION:** The Lessee agrees to maintain in full force during the term of this Lease property damage insurance in an amount of at least **Five Hundred Thousand Dollars (\$500,000.00)** under which the Lessor (and such other persons who are in privity of estate with the Lessor) and the Lessee are named as insureds. The Lessee agrees that the leased premises shall not be occupied during the term of the Lease or any extension thereof for any purpose usually denominated extra hazardous as to fire by fire insurance companies. The Lessee agrees to maintain in full force during the term of this Lease a policy of comprehensive general liability insurance under which the Lessor and the Lessee are named as insureds, and under which the insurer agrees to insure Lessee and Lessor (and those in privity of estate with the Lessor) from and against all costs, expenses and/or liability arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of this Lease in or about the leased premises due to the Lessee's negligence. Such policy shall be non-cancelable with respect to the Lessor (and those in privity of estate with the Lessor) except upon ten (10) days' written notice to Lessor. A duplicate original of certificate thereof shall be delivered to Lessor. The minimum limits of such insurance

shall be **One Million Dollars (\$1,000,000.00)** single limit policy for injury (or death) to any one or more persons and for damage to property.

Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property of others arising from or out of any occurrence in, upon or at the leased premises or any part thereof wholly or in part by any act or omission of Lessee, its agents, contractors, employees, or business invitees.

In case that a party to this Lease shall, without fault on its part, be made party to any litigation commenced by or against the other party of this lease, arising out of any fault or negligence of said other party, its agents, contractors, employees, or business invitees, then the other party shall pay all costs and reasonable attorneys fees incurred by or against the first party by or in connection with such litigations, and the said other party shall and will also 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.

8. **UTILITIES AND TAXES:** Lessee shall pay the real estate taxes assessed on the leased premises for the lease term, as well as the water/sewerage charges (including the City's "rain tax") and costs of snow plowing. Lessee shall also pay for all other utilities used on the leased premises. Lessee shall further pay any and all personal property taxes assessed on its personal property located in the leased premises.

9. **LESSOR'S ACCESS:** The Lessor shall have the right to enter the leased premises at all reasonable times for the purpose of making repairs required of it hereunder and for inspections at reasonable times during normal business hours.

10. **ASSIGNMENT AND SUBLETTING:** Lessee may not assign the Lease or sublet the whole of the leased premises without the prior written consent of the Lessor, which said written consent shall not be unreasonably withheld, provided that no such assignment or subletting shall in any way relieve or release the Lessee from liability hereunder.

11. **FIRE, CASUALTY OR EMINENT DOMAIN:** If all or a substantial portion of the leased premises or the building of which the leased premises are a part shall be destroyed or damaged by fire or other casualty or shall be taken by the exercise of the power of eminent domain, then this Lease and the term hereof shall terminate at the election of the Lessor. If so much of the leased premises shall be so damaged, destroyed or taken as shall prevent the Lessee from occupying the premises in a reasonably integrated manner after restoration (provided that such restoration may be completed within sixty (60) days), the Lessee shall have the right to terminate this Lease. If the Lease shall not be terminated, then the Lessor shall restore the leased premises, or what may remain thereof after such taking, as soon as reasonably possible to the same condition

they were prior to such damage, destruction or taking. If such restoration shall not be completed within sixty (60) days from the date of such damage, destruction or taking, the Lessee shall have the right to terminate this Lease, unless such completion shall be delayed (in the aggregate more than two (2) months) by strike, labor difficulties, inability to obtain supplies, fire or other casualty beyond the reasonable control of Lessor.

In the event of any such damage, destruction or taking which shall render all or any part of the leased premises untenable, the rent and other charges hereunder shall be equitably suspended or abated according to the nature and extent of the injury suffered until the same shall have been fully restored by the Lessor and made available for occupancy by Lessee.

All damages in case of such taking shall be the sole and exclusive property of the Lessor except such as may be separately awarded to the Lessee on its own petition for its leasehold interest, fixtures, equipment, trade fixtures and/or for moving expenses and other items which may be compensable under any law or statute applicable thereof to the Lessee without regard to the Lessor's award.

Notwithstanding any other provision herein, in no event shall the Lessor be responsible to pay more than any proceeds of insurance for restoration of the leased premises.

12. **HOLDING OVER:** It is agreed and understood that any holding over by the Lessee of the leased premises after the expiration of the original term of this Lease or any extension thereof, shall operate and be construed as a tenancy from month to month under all the terms and conditions of the Lease and at the same rental as is in effect at the expiration thereof, providing, however, that this shall not prevent the Lessor from insisting upon the termination of the Lease or any extension thereof, according to its terms.

13. **SUBORDINATION:** The Lessee agree at the request of the Lessor to subordinate this Lease to any mortgage placed upon the leased premises by the Lessor; provided that, said mortgagee enters into an agreement with the Lessee by the terms of which the mortgagee under said mortgage will agree not to disturb the possession and other rights of the Lessee under this Lease so long as the Lessee perform their obligations hereunder and to accept the Lessee as lessee of the leased premises under the terms and conditions of this lease in the event of acquisition of title by such mortgagee through foreclosure proceedings or otherwise. Lessee agree to recognize the holders of such mortgage as the Lessor in such event. This agreement shall be made expressly binding upon the successors and assigns of the Lessee and of the mortgagee and upon anyone purchasing said leased premises at any foreclosure sale. The Lessee and Lessor agree to execute and deliver any appropriate instruments necessary to carry out the agreements in this section contained. Any such mortgage to which this Lease shall be subordinated may contain such other terms, provisions and conditions as the insurance company, bank or similar lending institution deems usual or customary.

14. **LESSEE'S DEFAULT:** If the Lessee shall neglect or fail to pay rent as required herein for a period of fifteen (15) days, then the Lessor may at its sole election and discretion declare the Lessee in default and take any and all such actions as are available to it to obtain possession of the premises and collection of the money owed.

If the Lessee shall neglect or fail to perform or observe any of their obligations herein, other than the payment of rent money previously set out, for a period of thirty (30) days after notice in writing from the Lessor in respect to the nature of the default, or if the Lessee shall make an assignment of its 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 the Lessee's property and it is not removed within thirty (30) days, then and in any of said cases (notwithstanding any license of any former breach of covenants or waiver of the benefit thereof or consent in a former instance) Lessee shall be in default.

Lessor may lawfully immediately after the expiration of any of the aforesaid periods or at any time after and without further demand or notice enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as its former estate and expel the Lessee and those claiming by, through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which otherwise may be used for arrears or rent or proceeding for breach of covenant and upon entry as aforesaid, this Lease shall terminate and the Lessee covenants that in case of such termination, they will be liable to the Lessor for the difference between the rental stipulated in this Lease and such rental, if any, as may be actually received by the Lessor upon a re-letting, the Lessor agreeing to use reasonable efforts to re-let.

It is expressly understood and agreed that this Lease shall not continue for the benefit of Lessee's attaching creditors, assignee for the benefit of creditors, receiver or trustee in bankruptcy, or any person upon or to whom the same might, except for this provision, devolve or pass by the operation of law or otherwise, except at the option of the Lessor.

In the event of default by either party under the terms of this Lease, the defaulting party agrees to pay all costs and expenses including reasonable attorney's fees incurred by the other party in any legal proceeding arising from or connected with the enforcement or exercise of the remedies available to said other party.

15. **FIXTURES:** The Lessee shall at the expiration of the term hereof, or within thirty (30) days thereafter, remove its goods, effects, fixtures and equipment, heretofore or hereafter placed or installed therein, provided that the Lessee shall pay rent during such period on a per diem basis for the actual space occupied at the same rate called for hereunder.

16. **NOTICES:** Any and all notice or demands herein required, shall be sent in writing by United States certified Mail, postage prepaid, addressed to the respective parties as follows:

Lessor: P.O. Box 501, Auburn, ME 04212-0501

Lessee: Station Grill, Inc., 272 Pond Road, Lewiston, ME 04240

The above addresses may be changed at any time hereafter by the giving of written notice as hereinabove provided.

17. **TOTAL AGREEMENT:** All covenants, promises and agreements herein contained shall be binding upon and shall inure to the benefit of the respective successors or assigns of the parties hereto. This instrument embodies all of the agreements of the parties hereto with respect to the subject matter hereof and all agreements, if any, whether oral or written, heretofore made by the parties hereto relative to the subject matter hereof shall be superseded by the terms and provisions of this Lease. No modification or amplification, oral or written, with respect to the covenants, conditions and terms herein contained shall be binding upon either party until confirmed in writing. Modification or amplification or invalidity of any of the provisions hereof shall not affect any of the remaining provisions hereof.

18. **WAIVER:** It is understood and agreed by and between Lessor and Lessees that a failure of either party to insist upon a strict performance of any of the covenants, agreements, stipulations or conditions of this Lease or a waiver of any breach of any covenant, agreement, stipulation or condition contained herein shall not be construed to be a waiver of any succeeding or subsequent breach of the same or any other covenant, agreement, stipulation or condition.

19. **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.

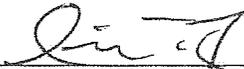
20. **LESSEE'S CONTINGENCY:** Lessee's obligations to commence occupancy and to pay rent under this Agreement shall be contingent upon it securing a liquor license enabling it to serve alcohol at the lease premises. If Lessee is unable to obtain a liquor license on or before March 1, 2020, the Lessee shall have the right to terminate this Lease without any further obligation on the part of the Lessee or Lessor.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the day and year first above written.

LESSOR

LEWISTON and AUBURN RAILROAD COMPANY

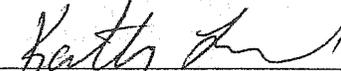

WITNESS

BY: 
Richard L. Trafton, its President

LESSEE

STATION GRILL, INC.


WITNESS


by: Kathy Label, its President

MEMORANDUM OF LEASE

(Under Title 33, M.R.S.A., Section 201)

By Commercial Lease Agreement dated as of February 1, 2020, Lessor, **LEWISTON AND AUBURN RAILROAD COMPANY**, leased to Lessee, **STATION GRILL, INC**, the real property at located at **103 Lincoln Street**, County of Androscoggin, State of Maine, described in "Exhibit A" attached hereto. The lease term runs from February 1, 2020 through January 31, 2025, and the Agreement includes two (2) options, each to renew for an additional term of five (5) years.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the day and year first above written.

LESSOR

LEWISTON and AUBURN RAILROAD COMPANY

Anita L. Dionne
WITNESS

by: *[Signature]*
Richard L. Trafton, its President

LESSEE

STATION GRILL, INC.

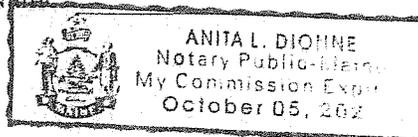
[Signature]
WITNESS

by: *Kathy Lebel*
Kathy Lebel, its President

STATE OF MAINE
ANDROSCOGGIN, SS.

The foregoing instrument was acknowledged before me, this 23rd day of January, 2020 by **Richard I. Trafton, President.**

Anita L. Dionne
Notary Public/Attorney-at-Law
Printed Name:



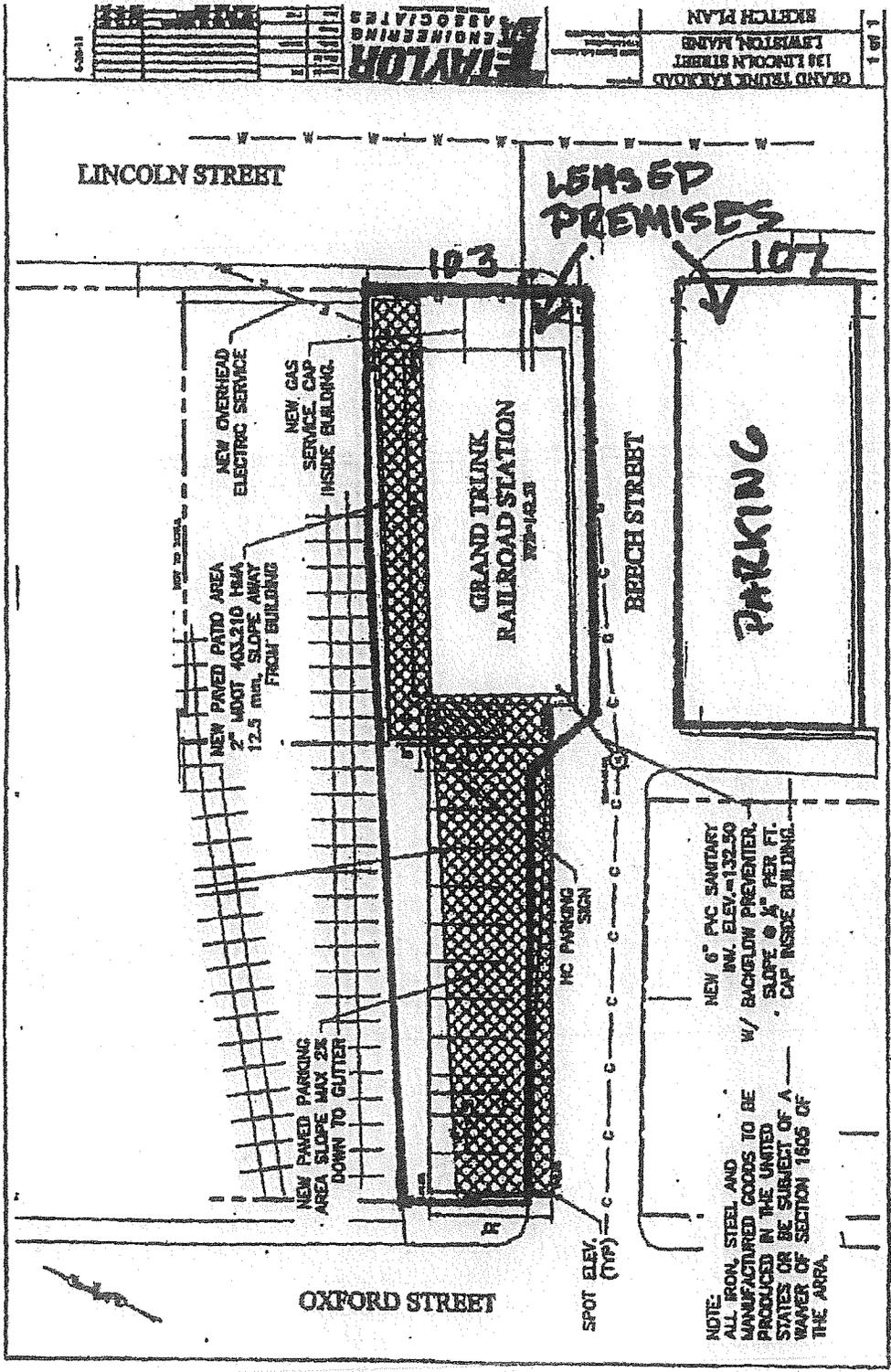
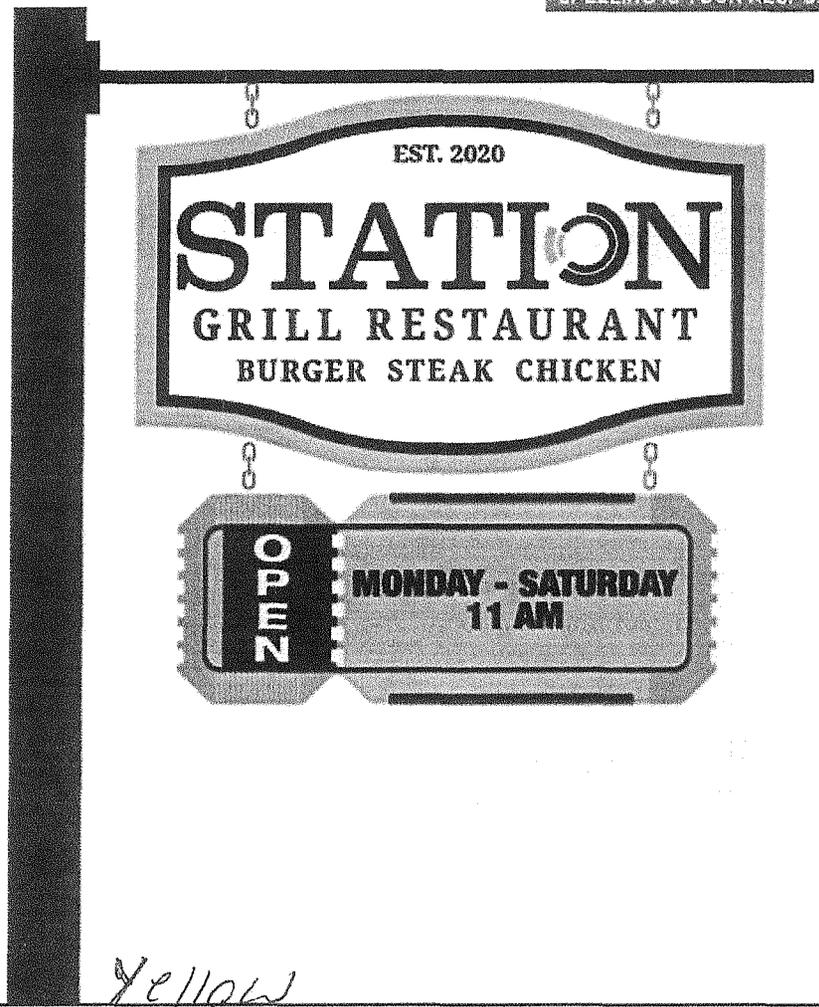


EXHIBIT A

LOW RESOLUTION DRAFT - QUALITY NOT TO BE USED FOR FINAL PRINTING

THIS IS YOUR CHANCE TO REVIEW ALL CONTENT & **DOUBLE CHECK SPELLING**
SPELLING IS YOUR RESPONSIBILITY



Station Grill
DRAFT #1
36" wide x 21.7" high Logo sign
30" wide x 12" high Hours sign
Both signs are double sided

DESIGN DRAFT CONCEPT

This draft is a design concept only. It is based upon components supplied by the client.

This low resolution copy is not and will not be used for final production. It is for draft proofing ONLY.

You are more than welcome to provide any feedback, make changes or adjustments to the overall layout.

Any changes/adjustments will increase the design time.

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Station-Grill-design-draft-Ver1 2 / 3

LOW RESOLUTION DRAFT - QUALITY NOT TO BE USED FOR FINAL PRINTING

THIS IS YOUR CHANCE TO REVIEW ALL CONTENT & **DOUBLE CHECK SPELLING**
SPELLING IS YOUR RESPONSIBILITY



Station Grill
DRAFT #1
12" high x 18" wide Parking aluminum signs
Single sided - post mounted
QTY 8 total

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Recl

w signage existing.pdf

1 / 1

103 Lincoln St
Lincolnton, NC





Yellow Station Grill Restaurant

Orange Entrance

Red Customer Parking

