

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

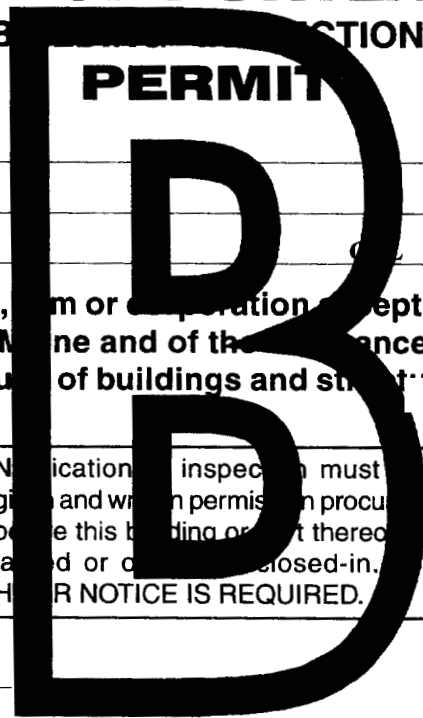
PERMIT

PERMIT ISSUED
 Permit Number: 050049
 JAN 28 2005
 CITY OF PORTLAND

This is to certify that 164 Realty Llc/Sparky Inc.
 has permission to Tenant fit-up Suite 1
 AT 160 Middle St

029 0002001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.



Apply to Public Works for street line and grade if nature of work requires such information.

Notification inspection must given and when permission procured before this building or part thereof laid or closed-in. HEAR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. W.M.J.
 Health Dept. _____
 Appeal Board _____
 Other _____

Department Name

[Signature] 1/27/05
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0049	Issue Date: PERMIT ISSUED JAN 28 2005	City: 029	Parcel ID: 0002001
Location of Construction: 160 Middle St	Owner Name: 164 Realty Llc	Owner Address: Po Box 800	Phone: [Redacted]
Business Name:	Contractor Name: Sparky Inc.	Contractor Address: 49 Rose Ridge Way Buxton	Phone: 2077275400
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B3

Past Use: Commercial	Proposed Use: Commercial Spa/Massage Clinic
Proposed Project Description: Tenant fit-up Suite 1	

Permit Fee: \$366.00	Cost of Work: \$30,000.00	CEO District: 1
FIRE DEPT: <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>B3</i> Type: <i>36</i>	
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) street - <i>past</i> <i>in P.A.D. - Not on separate Review</i>		
Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: <i>[Signature]</i>	Date: <i>1/14/05</i>	

Permit Taken By: dmartin	Date Applied For: 01/13/2005
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Zoning Approval

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Separate permit are required for Any New Signs</i> Date: <i>1/14/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>Any extension Date: work requires a separate review & approval</i>
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

11-13-2005

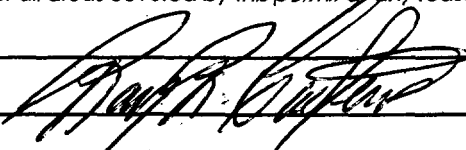
All Purpose Building Permit Application

if you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>164 MIDDLE STREET SUITE 1, PORTLAND, ME 04101</u>		
Total Square Footage of Proposed Structure <u>800 SQUARE FOOT</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>29</u> Block# <u>0</u> Lot# <u>002</u>	Owner: <u>164 REALTY LLC</u> <u>PO BOX 800, YARMOUTH, ME 04096</u>	Telephone: <u>846-4800</u>
Lessee/Buyer's Name (If Applicable) <u>RAY R. GAETJENS</u>	Applicant name, address & telephone: <u>RAY R. GAETJENS</u> <u>41 ENTERPRISE RD</u> <u>LIMERICK, ME 04048</u>	Cost Of Work: \$ <u>30,000.00</u> Fee: \$ <u>291.00</u> <u>10.00</u>
Current use: <u>VACANT OFFICE SPACE</u>	\$ <u>366.00</u>	
If the location is currently vacant, what was prior use: <u>OFFICE SPACE</u>		
Approximately how long has it been vacant: <u>1 YEAR?</u>		
Proposed use: <u>SPA</u> <u>CLINIC / WELLNESS CENTER</u>		
Project description:		
Contractor's name, address & telephone: <u>SPARKY INC</u> <u>DAVE BARRETT</u> <u>727-5400</u> <u>149 ROSE RIDGE WAY, DUXTON, ME</u>		
Who should we contact when the permit is ready: <u>RAY R. GAETJENS</u> <u>04093</u>		
Mailing address: <u>41 ENTERPRISE ROAD</u> <u>LIMERICK, ME 04048</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>727-5400 - DAVE</u> <u>715-7626 - RAY</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant:  Date: 1/13/2005

This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

INSPECTION PROCEDURES
Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- NA Footing/Building Location Inspection: Prior to pouring concrete
- NA Re-Bar Schedule Inspection: Prior to pouring concrete
- NA Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERTIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

X. Kelly Signature of Applicant/Designee Date 1-28-05
McNamee Signature of Inspections Official Date 1/28/05
CBL: 0290002 Building Permit #: 050049

THEN, Lessor may elect to immediately, or any time thereafter (unless Lessor accepts Rent following a default under 14.1) terminate the Lease and initiate legal proceedings for quitting the premises, repossess the Premises, expel Lessee and those claiming through or under it, and remove its effects, and without prejudice to any other remedies for arrears of Rent or breach of contract. Lessee covenants that in such event it will indemnify the Lessor against all **loss** of Rent and other payments reasonably incurred by reason of such termination. Lessor agrees to **use** its best efforts to mitigate any damages caused by such breach.

Article 15. Assignment or Sublease. Lessee shall not assign this Lease, or any interest hereunder; nor shall Lessee sublet the Premises or any part hereof

Article 16. Lien Prevention. None permitted.

Article 17. Subordination. Lessee agrees, and hereby subordinates this Lease to any mortgage or mortgages placed upon the Property or the Premises by Lessor, agrees to recognize any person acquiring title to the Property **as** Lessor, and agrees to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

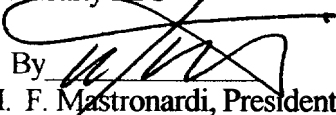
Article 18. Operational Rules. The Lessee shall abide by all reasonable rules and regulations made by the Lessor for furthering the success **of** the Property following advance written notice to Lessee and an opportunity for a **full** discussion of the proposed rule and its impact upon Lessee's business.

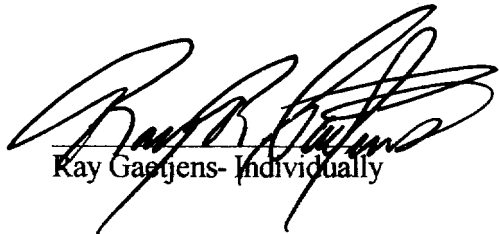
Article 19. Miscellany

- A. No Waiver. No failure of either party to exercise any right or to enforce any obligation, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's or Lessee's right to demand exact compliance thereafter.
- B. Legal Fees. If Lessee defaults and any rent or other claims or damages are collected or enforced by an Attorney at Law or other approved collection agency, Lessee agrees to pay all reasonable attorneys' fees and all related costs of collection.
- C. Entire Agreement Herein. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements between the parties not embodied herein shall be of any force or effect.
- D. Severability. If any provision of this Lease be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those **as** to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- E. Lessor shall grant Lessee the right to Terminate the Lease prior to February 28, 2005 if Lessee is unable to obtain the City's approval to **open** the Premises after having diligently attempted to obtain the proper approvals. The Security Deposit shall be forfeited **as** liquidated damages, unless Lessor's actual damages are greater.

IN WITNESS WHEREOF, the Parties hereto have entered this Lease **as of** the day and date first above written.

164 Realty LLC

By 
M. F. Mastronardi, President


Ray Gaetjens- Individually

Ray Gaetjens
41 Enterprise Rd
Limerick ME 04096
Phone 415 -7626

January 12,2005

To: Portland Building Department
Subject: Building Permit – Cover Letter

The attached commercial building permit application is for the commercial tenant space located at **164** Middle St, Portland, Maine.

The tenant space is Suite **1** of the Old Port Technology Center. The space is currently unoccupied and under a lease agreement.

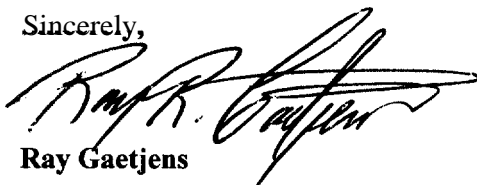
The space was formerly used as an office space and had no plumbing facilities. After renovation the space is to be used as a massage therapy clinic.

The work proposed in the building permit application covers the installation of:

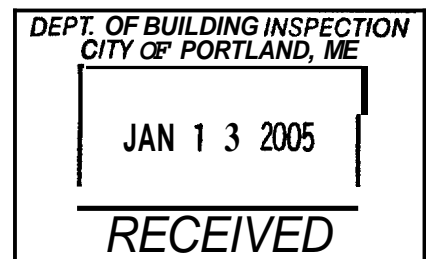
1. **ADA** compliant plumbing facilities on the first floor.
2. two adjoining therapy rooms on the first floor
3. a reception desk and linen closet on the first floor
4. a shower and changing room on the mezzanine
5. a washer / dryer on the mezzanine
6. a hot water heater on the mezzanine
7. a hot tub & surrounding decking on the mezzanine
8. additional structural support for the hot tub
9. exhaust ducts & inline fan for the bathroom, shower, & hot tub areas
10. new electrical lighting and power to **2005** NEC code standard
11. exit signs and emergency lights **as** required
12. additional sprinkler heads as required
13. a suspended ceiling over the therapy rooms
14. new flooring

Information relevant to the project is covered in the building application and design drawings. If there are other questions or requirements necessary for the building permit, please call or notify me at your convenience.

Sincerely,



Ray Gaetjens



ORIGINAL
2/6/2

LEASE

THIS LEASE is entered into this ^{22nd} day of November, 2004 by and among

Ray Gaetjens, an individual residing at **41** Enterprise Road,
Limerick, Maine **04048** with a business address of **164** Middle Street,
Suite 1; Portland, **ME**, 04101 (Lessee); and

164 Realty, LLC., a Maine Corporation with a business
address of P.O. Box **800** Yarmouth, Maine **04096** (Lessor).

Article 1. Premises. Lessor hereby leases to Lessee a portion of Lessor's property at **164** Middle Street., in Portland, Maine (the Property), consisting of exclusive space together with improvements and HVAC equipment, known as the building's Unit #1 (the Premises) and the right to use with others the Property's passageways abutting the Premises. For purposes of this Lease the premises are deemed to contain **1,100** square feet.

Article 2. Term. The term of this Lease shall be for a period of five (5) years commencing January 1, 2005 and ending December 31, 2009 unless sooner Terminated or Renewed.

Article 3. Rent. This Lease is intended to be a "Triple Net Lease" with the Lessee responsible for all expenses and costs attributable to the Premises and to Lessee's use and possession thereof

A. Base Rent. During the initial term, Lessee shall pay Lessor a Base Rent of \$90,000 (12x5x\$1,500) payable in advance monthly installments of \$1,500 each on or before the first of each month; PLUS any increases in the CPI (Consumer Price Index) calculated on an annual basis during the Term.

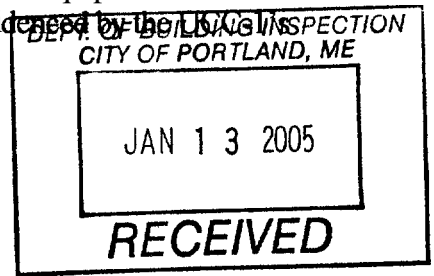
B. Additional Rent In addition to the Base Rent, Lessee shall pay Lessor within **30** days of presentation of any invoices for all charges incurred or attributable to the Lessee's occupancy since the inception of the Lease Term; including but not limited to:

1. Water and sewer usage attributable to the Premises;
2. Trash and garbage disposal;
3. Increases in real estate taxes attributable to the Premises (See Exhibit A);
4. Increases in property insurance attributable to the Premises (See Exhibit B);
5. Pro-rata share of maintenance and repair expenses attributable to the Property.
6. Increases in the CPI as provided for above.

Article 4. Security Deposit.

A. Cash Collateral With the signing of this Lease, Lessee shall deposit \$5,000 with Lessor which Lessor may use to cure any default by Lessee under the Lease.

B. Other Collateral Upon completion of the renovations, Lessee shall grant Lessor a perfected first security interest in the furnishings, fixtures and equipment at the Premises as well as in contract rights related to the Premises, all as evidenced by the USG INSPECTION attached hereto as Exhibit C.



Article 5. Renewal. Lessee may extend the Term of this Lease for one (1) additional term of Five (5) years on the same terms and conditions as this Lease, except as to Renewal and Rent, by giving written notice to the Lessor **180** days prior to expiration of the Term; provided that Rental payments are current, and that Lessee is not in default at the time notice is given. The Base Rent for the First Renewal Term shall be increased by the cumulative increase in the Consumer Price Index during the original Term, but in any event the Base Rent shall be no less than **\$24,000** per annum (i.e. \$2,000/month).

Article 6. Permitted Uses. Lessee shall use the Premises for an holistic health **spa**, including the provision of various massage and physical therapies, as well as the provision of hot tub/whirlpool baths, and not for manufacturing or any illegal purpose, nor in violation of any governmental regulations, ordinances or administrative statements; nor in any manner to create any nuisance or trespass. If any use of the Premises vitiates the insurance on the Premises or increases the rental insurance on the Property, then the Lessee shall either stop such a use or pay the extra insurance costs. In addition, any use of the Premises which causes more three (**3**) complaints to be filed with the City of Portland during any 12 month period shall be grounds for Default. There will be no outside display **or** storage of Lessee's property without Lessor's prior written permission.

Article 7 Acceptance of Premises; Alterations or Additions. By taking keys to the Premises, Lessee accepts the same as suitable for the use intended. The Lessee shall make no alterations whether structural or cosmetic to the Premises, without the Lessor's prior written consent, which shall not be unreasonably withheld. Any alterations or additions shall be at Lessee's expense.

Article 8. Maintenance and Repair. Lessee shall keep (and return at the Lease termination) the **Premises** and furnishings, fixtures, equipment and appurtenances (including lighting) in **as** good order, repair and condition **as** they are in at the commencement of the Term hereof, or may be put in thereafter, damage by fire or unavoidable casualty excepted. In addition, Lessee shall assume responsibility for maintaining on a daily basis the cleanliness of "the portico" immediately outside the Premises, exclusive of the stairwell.

Article 9. Access. Lessee agrees to permit Lessor or its agents to examine the Premises at reasonable times and, if Lessor shall **so** elect, to make any repairs Lessor may reasonably deem necessary and to permit Lessor to show the Premises to prospective purchasers, mortgagees and to prospective lessees of the Premises. Examinations and repairs shall be conducted **so as** not to unreasonably interfere with Lessee's use of the Premises.

Article 10. Utilities. Lessee covenants and agrees to pay all expenses for water and sewer, heat and electricity and any other expenses attributable to the Premises, including phone and internet expenses. This may require Lessee's installation of a water meter.

Article 11. Signs. Lessor shall not unreasonably withhold consent to one (1) door sign and a "**banner**" **sign** for purposes of identifying the presence of Lessee's business, provided that that they comply with Lessor's uniform signage plans for the Property.

Article 12. Insurance. **Lessee** shall procure and maintain during the term **of** this Lease

comprehensive general liability insurance in the name of the Lessor and Lessee with limits of not less than \$1,000,000 for injury or death of any one person and not less than \$2,000,000.00 aggregate. Certificates of insurance, together with evidence of payment of premium, shall be furnished to the Lessor at Lessor's request. Lessee will not do or permit to be done anything in or about the Property which shall make void or voidable any insurance carried by the Lessor or the Lessee or increase or create extra premiums therefor and will pay the Lessor, on demand, as additional rental, the amount of any such increase or extra premiums on insurance carried by the Lessor.

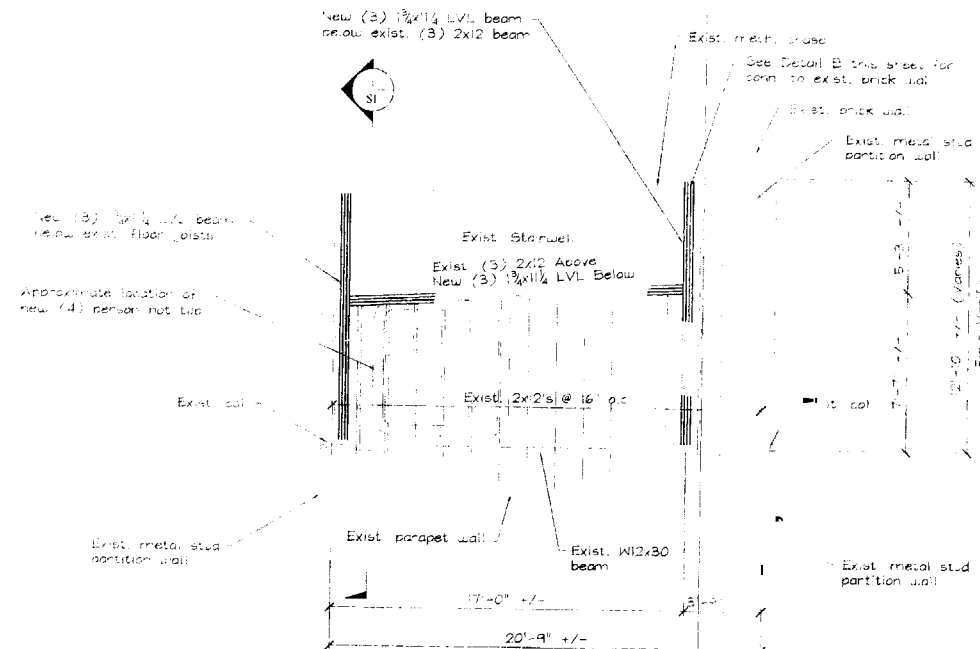
The Lessor and the Lessee each hereby release the other from any liability for any loss or damage to the Premises or the Property and for injury to or death of persons occurring on the Premises or the Property or in any manner growing out of or connected with the Lessee's use and occupation of the Premises or the Property, whether or not caused by the negligence or other fault of the Lessor, the Lessee or their respective agents, employees, subtenants, licensees, invitees or assignees; provided, however, that this release (i) shall apply, but only to the extent that such loss or damage to the Premises or the Property or injury or death of persons is covered by insurance which protects the Lessor or the Lessee or both of them as the case may be; (ii) shall not be construed to impose any other or greater liability upon either the Lessor or the Lessee than would have existed in the absence hereof; and (iii) shall be in effect only to the extent and so long as the applicable insurance policies provide that this release shall not affect the right of the insureds to recover under such policies, which clauses shall be obtained by the parties hereto whenever available.

Lessor shall acquire fire, lightning and extended coverage insurance for the Property with the exception of those responsibilities that Lessee must insure against. Lessor shall maintain with respect to the Property and the associated common areas, walks and parking areas public liability insurance in at least the same amount and on the same terms as required of Lessee above.

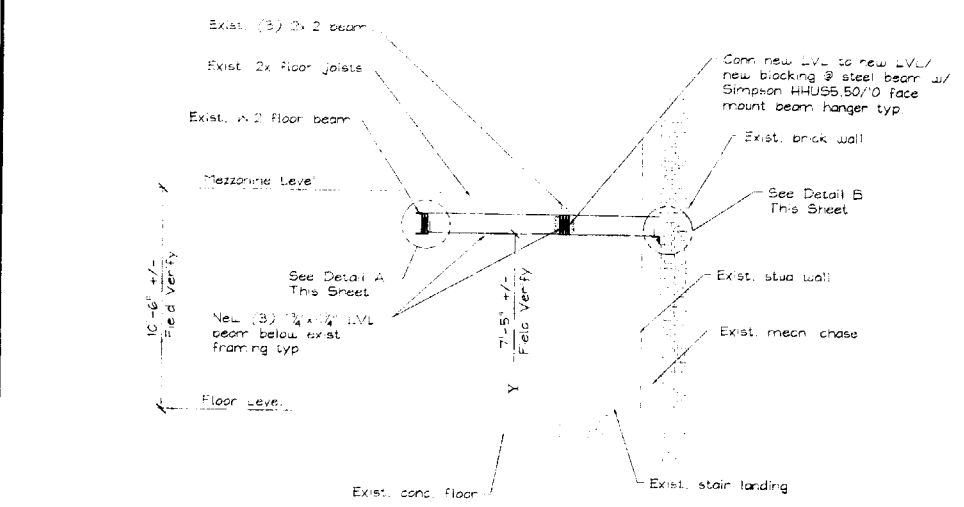
Article 13. Trade Fixtures. All trade fixtures, counters, shelving and other furnishings and equipment installed by Lessee shall remain the property of Lessee; provided that Lessee gives Lessor's written notice of their installation, that they remain at the Premises as collateral for Lessee's Lease obligations and that Lessee removes these trade fixtures and at the expiration of the Lease Term and restores the Premises to its original condition, otherwise Lessor may elect to keep any improvements.

Article 14. Default. A default shall occur upon:

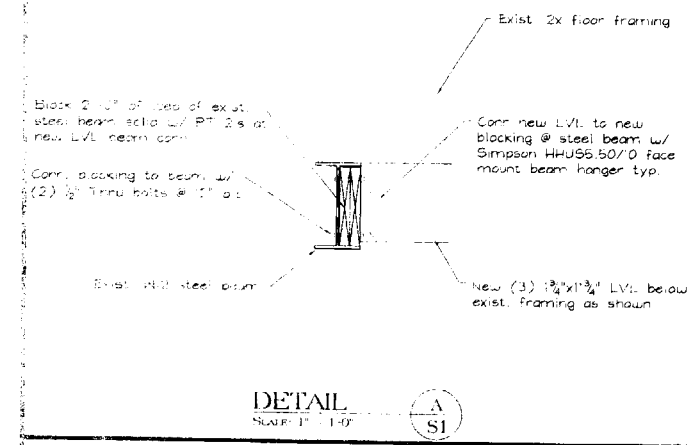
1. Non-payment of any Rent five (5) days after due date unless cured within five (5) days thereafter by full payment plus a late charge of 10% of the amount due.
2. Declaration of Bankruptcy or insolvency, or if Lessee files a voluntary petition for bankruptcy or reorganization under any applicable law, or if Lessee assigns its property for the benefit of creditors;
3. Non-performance or non-compliance with any other Lease term, which continues for 30 days after written notice specifying the default or if incurable within 30 days, then Lessee's failure to proceed within 30 days to carry-out the curing diligently and within a reasonable period of time;



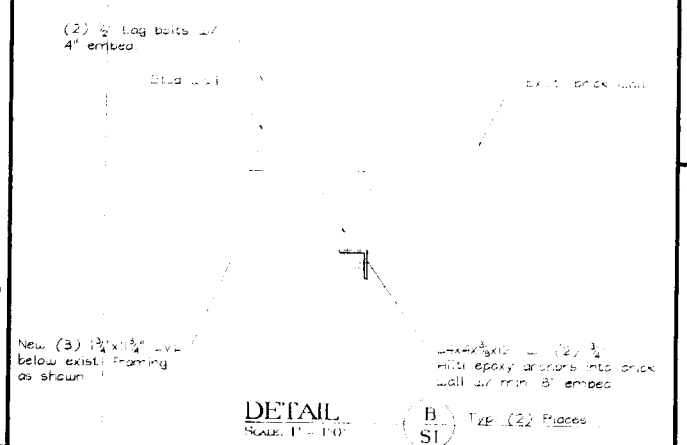
MEZZANINE LEVEL FRAMING PLAN
SCALE: 1/4" = 1'-0"



SECTION
SCALE: 1/4" = 1'-0"



DETAIL A
SCALE: 1/2" = 1'-0"



DETAIL B
SCALE: 1/2" = 1'-0"

STRUCTURAL DESIGN CRITERIA:

1. BUILDING CODE: 2003 INTERNATIONAL BUILDING CODE
2. FLOOR LIVE LOAD:
WEIGHT OF 40" TUB (FULL) = 5000 LBS
FLOOR LIVE LOAD = 50 PSF
3. FLOOR DEAD LOAD = 25 PSF

GENERAL NOTES:

1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR LOCATIONS AND DIMENSIONS OF OPENINGS, CHASES, INSERTS, REGLETS, SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
2. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
3. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE STRUCTURE AND PERSONNEL DURING ERECTION. THIS INCLUDES THE ADDITION OF THE NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS. SUCH MATERIAL SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
4. ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL REGULATIONS SHALL BE FOLLOWED, INCLUDING THE FEDERAL DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ACT.

WOOD FRAMING NOTES:

1. STRUCTURAL LUMBER: No. 2 SPRUCE PINE FIR OR BETTER
F_b = 750 PSI F_v = 70 PSI
E = 975 PSI E = 1,000,000 PSI
2. DESIGN CODE: NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION BY THE NATIONAL FOREST PRODUCTS ASSOCIATION.
3. FASTENERS: COMPLY WITH RECOMMENDED FASTENING SCHEDULE OF THE BOCA BUILDING CODE, 1996 EDITION, UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
4. SPIKE TOGETHER ALL FRAMING MEMBERS WHICH ARE BUILT UP USING MULTIPLE 2x LUMBER.

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
JAN 13 2005
RECEIVED

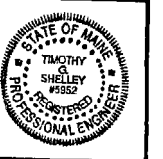
REVISION / ISSUE		DESCRIPTION
#	DATE	BY: RANRUC/CONSTRUCTORS

DRAWN BY:	PD:	
CHECKED BY:	PDI:	
DATE:	AS NOTED	
SCALE:	AS NOTED	
JOB NO.:	2006-000	

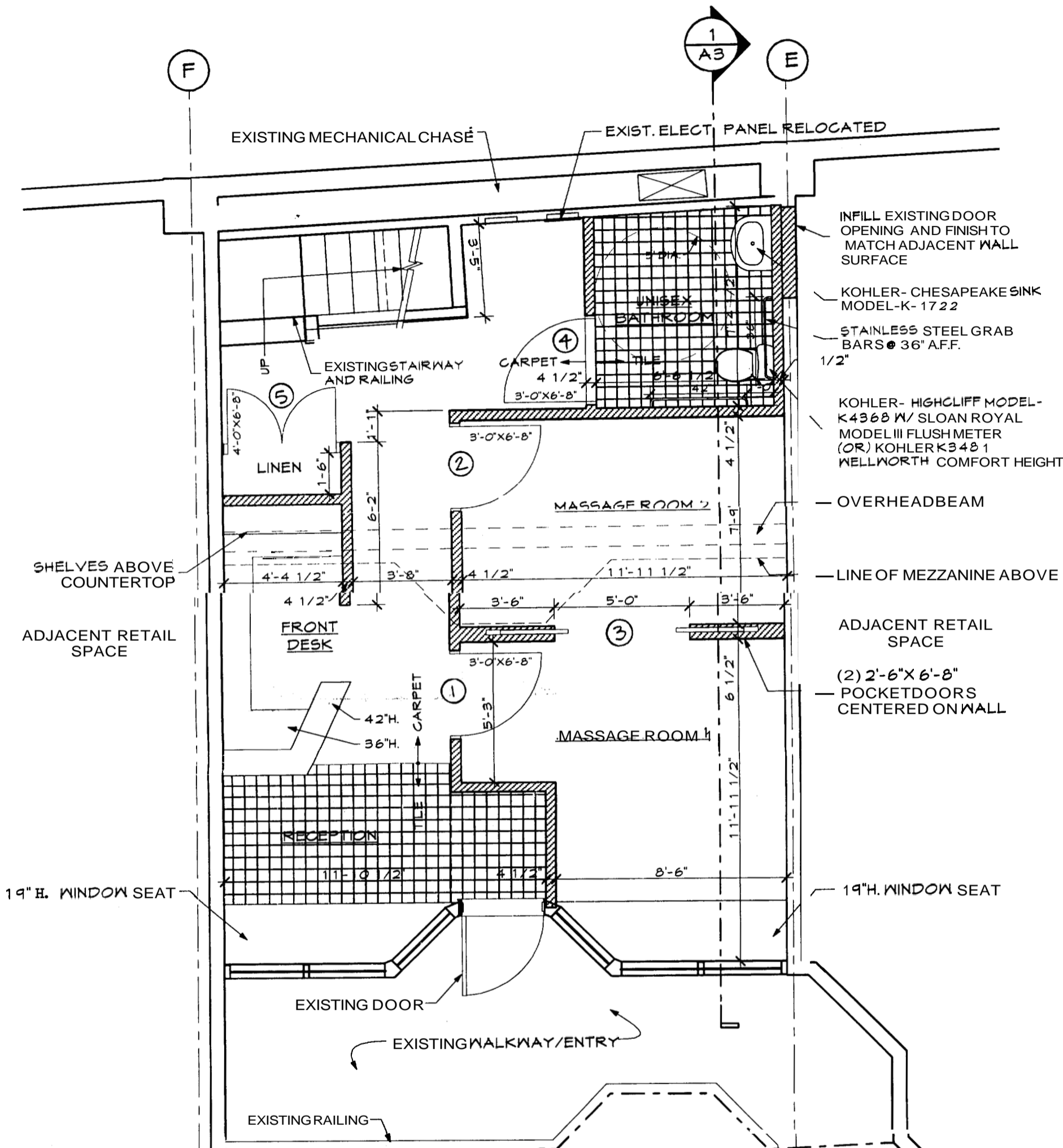
DEERING MILLIKEN BLOCK
MEZZANINE RENOVATION

PORTLAND, MAINE

SHIELLY ENGINEERING, INC.
STRUCTURAL CONSULTANTS
90 BRADDOCK STREET
PORTLAND, ME 04104
Tel: (207) 763-4477
Fax: (207) 764-0746
www.ShellyEng.com



SHEET TITLE:
PLANS, SECTIONS AND DETAILS
S1
LADD 2006-000

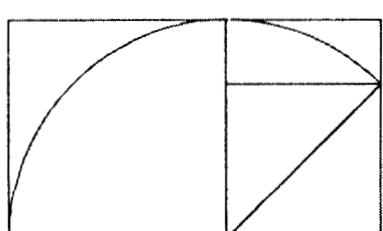


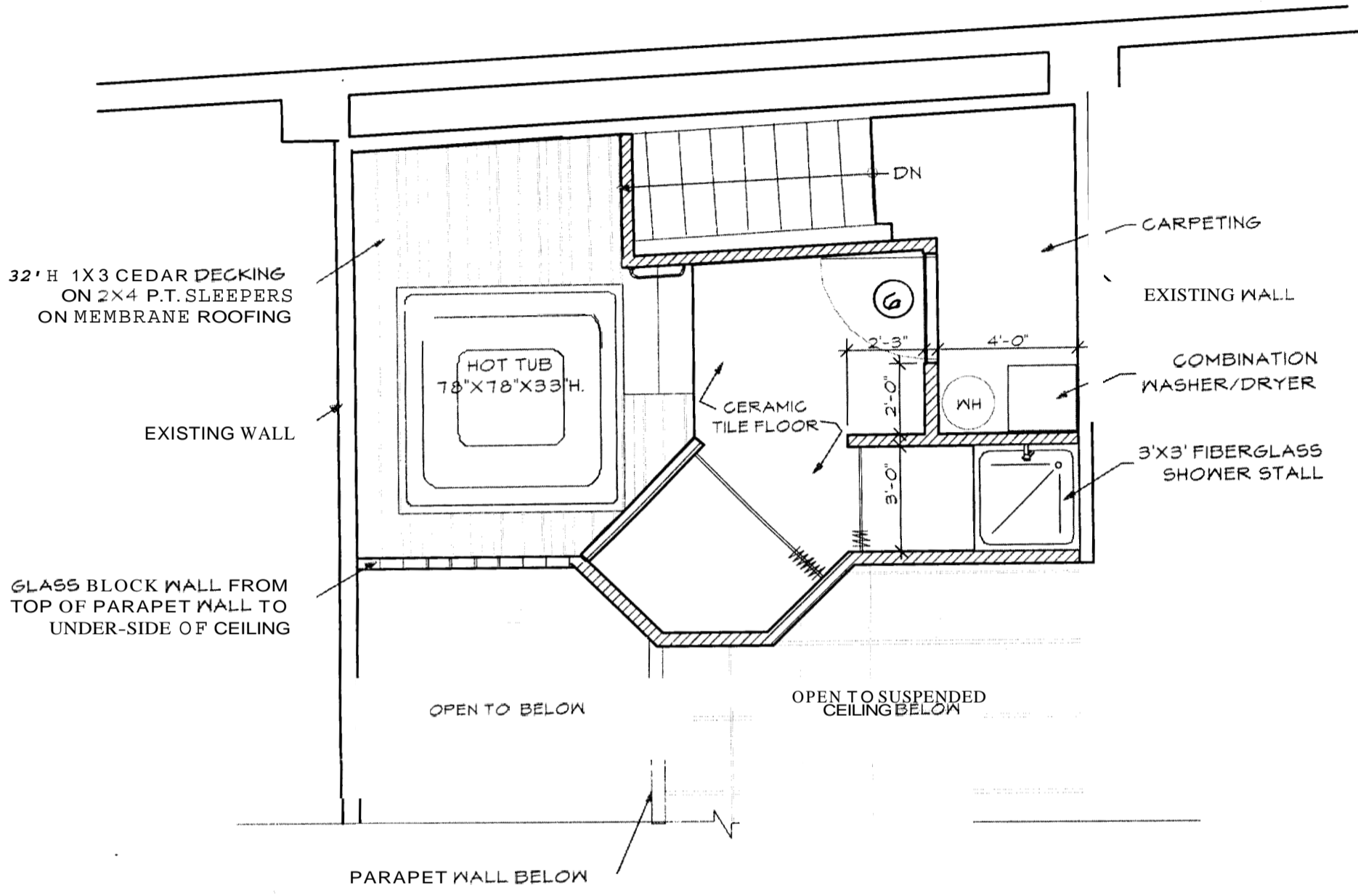
NOTE:
 1) HATCHED HALLS INDICATE NEW CONSTRUCTION
 2) ALL WALL DIMENSIONS ARE FROM FINISHED SURFACE.

FLOOR PLAN
 SCALE: 1/4" = 1'-0"

DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 RECEIVED
 JAN 13 2005

164 Middle

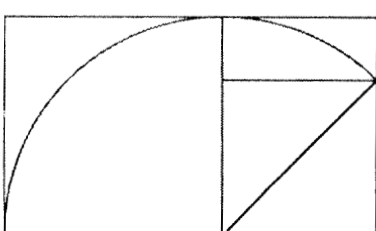
A 1	SHEET TITLE FLOOR PLAN	COPYRIGHT:	CHECKED BY: PDG	DRAWN BY: PDG	PROJECT NO:	 WHIPPLE CALLENDER ARCHITECTS	GAETJENS' HOLISTIC BODYWORK & MASSAGE PORTLAND MAINE



UPPER LEVEL
SCALE: 1/4" = 1'-0"

DOOR		SCHEDULE	
DOOR No.	SIZE	QTY	REMARKS
1	3'-0" x 6'-8"	1	BROSCO OR EQUIVELANT
2	"	"	"
3	2'-6" x 6'-8"	2	BROSCO-BUCKET DOOR (OR EQ.)
4	3'-0" x 6'-8"	1	BROSCO OR EQUIVELANT
5	4'-0" x 6'-8"	1	BROSCO DOUBLE DOOR OR EQ.
6	3'-0" x 6'-8"	1	BROSCO OR EQUIVELANT

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 JAN 13 2005
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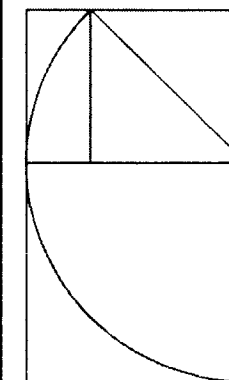
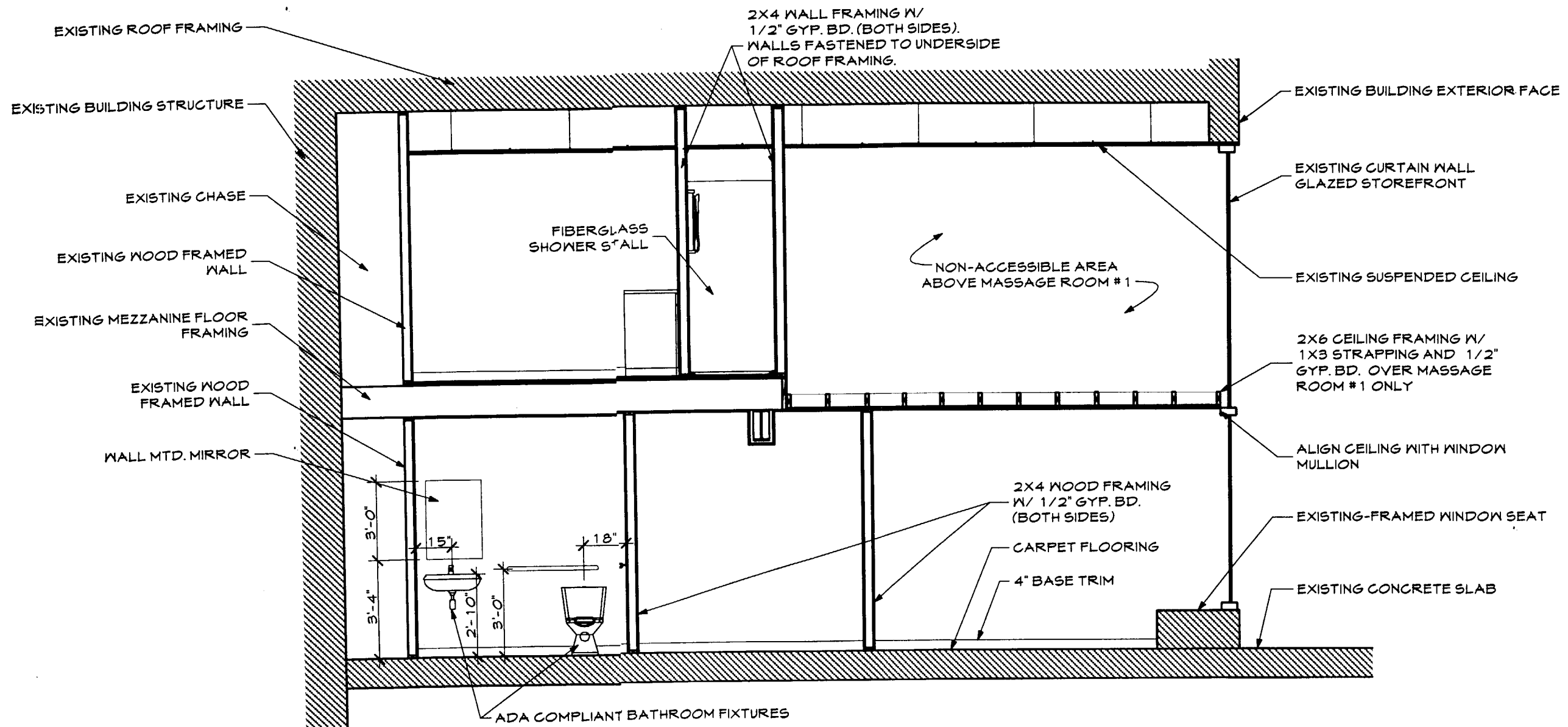


WHIPPLE
CALENDER
ARCHITECTS

GAETJENS'
 HOLISTIC BODYWORK & MASSAGE
 PORTLAND MAINE

A2

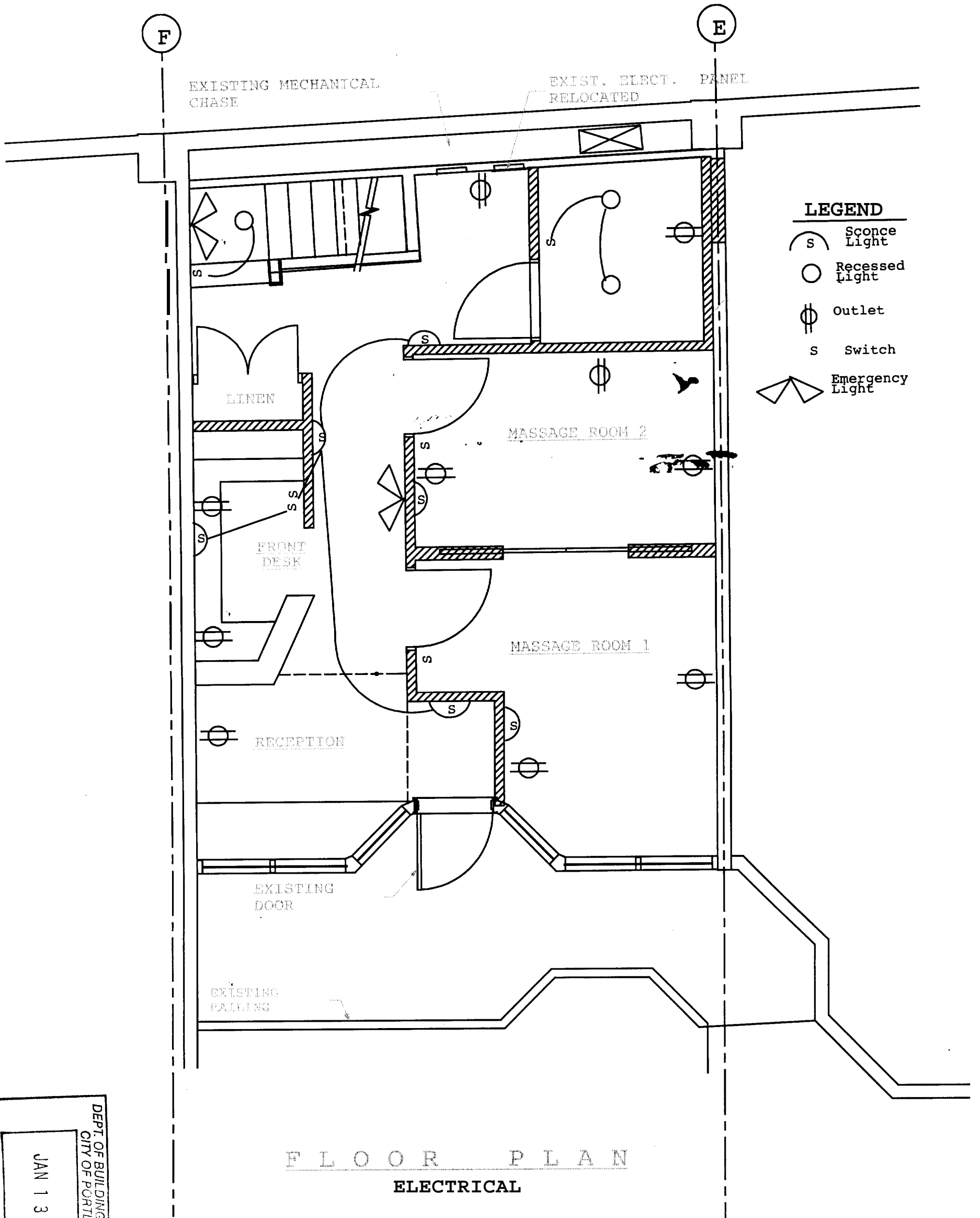
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- LEGEND**
- Sconce Light
 - Recessed Light
 - Outlet
 - Switch
 - Emergency Light

FLOOR PLAN
ELECTRICAL

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	PROJECT NO: DRAWN BY: PDG CHECKED BY: PDG COPYRIGHT:	SHEET TITLE First Floor ELECTRICAL PLAN		






E1

1/2" H. 1X3 CEDAR DECKING
ON 2X4 P.T. SLEEPERS
ON MEMBRANE ROOFING

EXISTING WALL

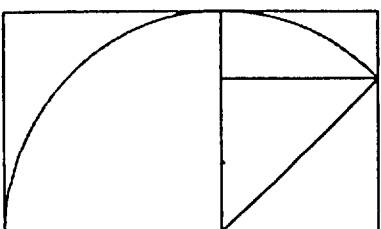
OPEN TO
BELOW

OPEN TO
SUSPENDED
CEILING

- LEGEND**
-  Sconce Light
 -  Recessed Light
 -  outlet
 -  Switch
 -  Emergency Light

U P P E R L E V E L
ELECTRICAL

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E2	SHEET TITLE MEZZANINE ELECTRICAL PLAN	COPYRIGHT:	CHECKED BY: PDG	DRAWN BY: PDG	PROJECT NO:		WHIPPLE CALLENDER ARCHITECTS	GAETJENS'	
								HOLISTIC BODYWORK & MASSAGE	
								PORTLAND	MAINE



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X-Apparently-To: ray_gaetjens@yahoo.com via 66.218.93.122; Sat, 20 Nov 2004 15:56:45 -0800

Authentication-Results: mta154.mail.scd.yahoo.com from=interfacenow.com; domainkeys=neutral (no sig)

X-Originating-IP: [24.24.2.57]

Return-Path: <mfm@interfacenow.com>

Received: from 24.24.2.57 (EHLO ms-smtp-03.nyroc.rr.com) (24.24.2.57) by mta154.mail.scd.yahoo.com with SMTP; Sat, 20 Nov 2004 15:56:44 -0800

Received: from MFM (ptd-24-198-199-161.maine.rr.com [24.198.199.161]) by ms-smtp-03.nyroc.rr.com (8.12.10/8.12.10) with SMTP id iAKNuWNR021951; Sat, 20 Nov 2004 18:56:46 -0500 (EST)

From: "Michael Mastronardi" <mfm@interfacenow.com> Add to Address Book

To: "Michael Mastronardi" <mfm@interfacenow.com>, "ray gaetjens" <ray_gaetjens@yahoo.com>

Subject: RE: 164 Middle Street Lease

Date: Sat, 20 Nov 2004 18:56:46 -0500

Message-ID: <LIEJFJMLGOIKFMKCAMJMMEJLCOAA.mfm@interfacenow.com>

MIME-Version: 1.0

Content-Type: multipart/mixed; boundary="-----_NextPart_000_001E_01C4CF32.AF1A0910"

X-Priority: 3 (Normal)

X-MSMail-Priority: Normal

X-Mailer: Microsoft Outlook IMO, Build 9.0.2416 (9.0.2910.0)

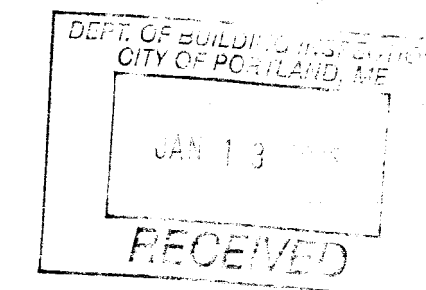
X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.2180

Importance: Normal

In-Reply-To: <LIEJFJMLGOIKFMKCAMJMKEEMCOAA.mfm@interfacenow.com>

X-Virus-Scanned: Symantec AntiVirus Scan Engine

Content-Length: 19752



Ray-

I've reviewed the original draft and made a couple of changes which I've high-lighted in yellow. They include a better (hopefully!) spelling of your name, a rewrite of a phrase "Term of the Lease" to replace with just the word "Lease" and an addition at the very end of a section that allows you to terminate the Lease early if you don't get approvals. The security deposit then acts as "liquidated damages" for such early termination....but that's a lot better than paying rent on a space you can't use until I rent it out.

I'll await your financial statement, but if these changes are OK, let's pick a time (ideally Monday or Wednesday) to sign up, cut a check and review the latest plans for your space.
Best, M

-----Original Message-----

From: Michael Mastronardi [mailto:mfm@interfacenow.com]
Sent: Friday, November 12, 2004 9:16 AM
To: ray gaetjens
Subject: 164 Middle Street Lease

Ray-
Here's a first draft for your review. I think it complies with our discussions, and I've highlighted stuff that I think is important. Comments invited, or we can discuss in person.

Please keep me posted on your plans, because I have other interested prospects.

Attachment



Spa_Lease.1.rev._doc.doc
.doc file

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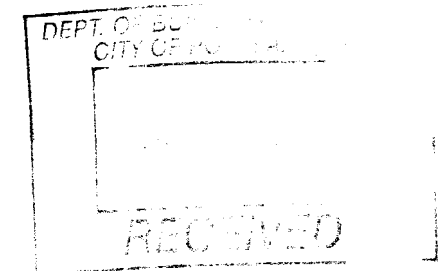
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- Sent
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X-Apparently-To: ray_gaetjens@yahoo.com via 66.218.94.150; Mon 06 Dec 2004 15:36:54 -0800

X-Originating-IP: [66.218.92.60]

Return-Path: <mfmomfm@yahoo.com>

Received: from 66.218.92.60 (HELO web40722.mail.yahoo.com) (66.218.92.60) by mtz168.mail.re2.yahoo.com with SMTP; Mon 06 Dec 2004 15:36:54 -0800

Received: (qmail 9088 invoked by uid 60001); 6 Dec 2004 23:36:5Z 0000

Comment: DomainKeys? See <http://antispam.yahoo.com/domainkeys>

DomainKey-Signature: a=rsa-sha1; q=dns; c=noFws; s=s1024; d=yahoo.com; b=IIKx4jQfXJLXHZwiZzHQe8Lz4XFbs7y8MJWXI8DoOWOoE716zy1ZJhGu+r/9vmgAB3LrTdTY1R4VFrOdqa5qbxOdMwZW7luK5aAxcst9oF+pgeT+Mw59+8OckEDTidVRI1JKwqoY+U90aTNIeLMtNBKQnz7IpLixuWngHp3+nE= ;

Message-ID: <20041206233652.90381.qmail@web40722.mail.yahoo.com>

Received: from [67.76.133.90] by web40722.mail.yahoo.com via HTTP; Mon, 06 Dec 2004 15:36:5Z >ET

Date: Mon 6 Dec 2004 15:36:5Z 0800 PST)

From: "Michael Mastronardi" <mfmomfm@yahoo.com> [Add to Address Book](#)

Reply-to: mfm@optcinfo.com

Subject: Re: green light project

To: "ray gaetjens" <ray_gaetjens@yahoo.com>

In-Reply-To: <z0041z0614zz55.91959.qmail@721.mail.yahoo.com>

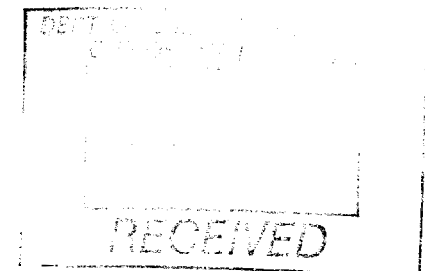
MIME-Version: 1.0

Content-Type: text/plain; charset=us-ascii

Content-Length: 936

Nice work; green light; keep me posted and good luck with plumbing estimates. M
--- ray gaetjens <ray_gaetjens@yahoo.com> wrote:

> Hi Mike,
> I am sending you what I believe are the final
> designs for the de la Soma Project. The 1st floor
> layout, the 2nd floor layout, the design for the



>mezz. glass & panal wall, and some of the
>interior layouts for how the spa might look like. I
>hope Miran the Callender as a design consultant to
>help out with structural/aesthetic issues.
>I need you to look over these files and give a green
>light and/or input so we can get this ball rolling.
>Please email me a response as soon as possible.
>See you later, Ray

> Michael Mastronardi <mfmomfm@yahoo.com> wrote:
> Got it. Re: lower level...thought you had to move
> the
> bathroom? Also does upstairs layout remain the
> same?
> Best, M
> --- ray gaetjens wrote:

>>Hi Mike,
:>>THIS IS A RESENDING OF AN EARLIER EMAIL WITH
>>ATTACHMENTS ADDED .
>>PLEASE EMAIL ME BACK IF YOU GET THIS INFO.

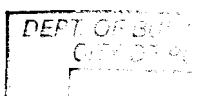
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 layout 2nd floor.doc

> ATTACHMENT part 4 application/msword name=interior
 walls.doc

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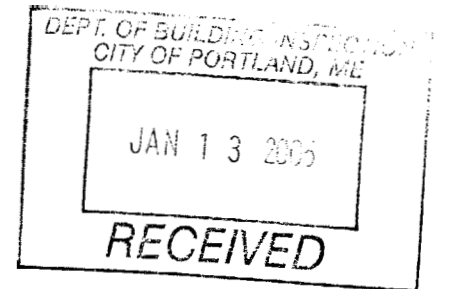
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YAHOO! MAIL

Pr - Clc Windoo

Date: Mon, 6 Dec 2004 15:36:52 -0800 (PST)
From: "Michael Mastronardi" <mfmomfm@yahoo.com>
Subject: Re: green light project
To: "ray gaetjens" <ray_gaetjens@yahoo.com>

Nice work; green light; keep me posted and ood luck with plumbing estimates. M

--- ray gaetjens <ray_gaetjens@yahoo.com> wrote:

> Hi Mike,
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 > designs for the de la Soma Project. The 1st floor
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 > interior layouts for how the spa might look like. I
 > have hired Anne Callender as a design consultant to
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 > I need you to look over these files and give a green
 > light and/or input so we can get this ball rolling.
 > Please email me a response as soon as possible.
 > See you later, Ray

>

> Got it. Re: lower level...thought you had to mov
 > the
 > bathroom? Also, does upstairs layaout remain the
 > same?

> Best, M
 > --- ray gaetjens wrote:

>

>> Hi Mike,
 >> THIS IS A RESENDING OF AN EARLIER EMAIL WITH
 >> ATTACHMENTS ADDED .
 >> PLEASE EMAIL ME BACK IF YOU GET THIS INFO.

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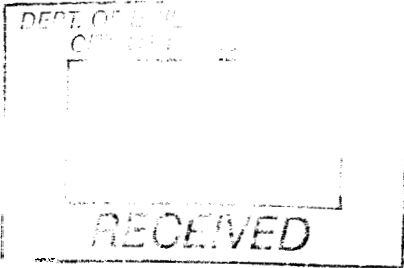
>> Do you Yahoo!?
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 > SpamGuard.

>

>> ATTACHMENT part 2 application/msword name=Anne ooo

>

>



>> ATTACHMENT part 3 application/msword name=interior walls.doc
 > walls.doc
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From: "Michael Mastronardi" <mfm@interfacenow.com>
To: sparky@sparkyinc.net
CC: "Ray Gaetjens" <Ray_Gaetjens@yahoo.com>
Subject: 164 Middle Street
Date: Mon, 22 Nov 2004 13:24:08 -0500

Dave Barrett-
 49 Rose Ridge Way
 Buxton, ME 04093

Dear Dave

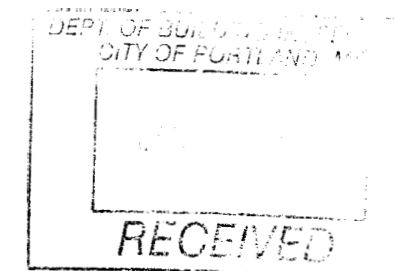
I'm writing as the President of 164 Realty LLC, the owner of the 164 Middle Street property in Portland, Maine, to confirm on behalf of Ray Gaetjens of Limmerick, that he is authorized to proceed under his Lease of Unit #1 to convert the Premises to his use as a therapeutic massage facility with hot-tub, shower and bath in addition to two therapy rooms, among other improvements.

On the assumption that you are or soon will be contracted to proceed, it is my understanding that you will use your professional judgment and skills to first assess the nature of the current infrastructure and the costs associated with converting the premises to Ray's intended use, and in so doing will comply with applicable codes.

We are having a key to Unit #1 made up for your use and will leave it in either Ray's mail slot or at the front desk in an envelope with your name. I only ask that you control access to the premises as much as reasonably possible and be certain the door is locked upon leaving.

I would be pleased to provide you with a hard copy of the above authorization if you need it. Please advise.

Michael Mastronardi, President
 164 Realty, LLC.





CITY OF PORTLAND, MAINE

Department of Building Inspections

20

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Location of Work _____

Cost of Construction \$ _____

Permit Fee \$ _____

Building (I1) _____ Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: _____

Check #: _____

Total Collected \$ _____

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No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

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