

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

Please Read Application And Notes, If Any, Attached

Permit Number: 061301

This is to certify that ONE MARGINAL WAY L in/ a Change of Use Learning center to fitness studio has permission to

AT 1 MARGINAL WAY 034 C004001

provided that the person or persons performing or supervising this permit shall comply with all of the provisions of the Statutes of the State 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.

PERMIT ISSUED
SEP 25 2006
CITY OF PORTLAND

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

Notification of inspection must be given and when permission procedure is complete this building or part thereof is closed or service is suspended in 24 HOUR NO. REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. Greg Cass See Con
Health Dept. _____
Appeal Board _____
Other _____

Michael A. Collins
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: 06-1301	Issue Date:	CBL: 034 C004001
-----------------------	-------------	---------------------

Location of Construction: 1 MARGINAL WAY	Owner Name: ONE MARGINAL WAY LLC	Owner Address: PO BOX 4894	Phone:
---	-------------------------------------	-------------------------------	--------

Business Name:	Contractor Name: n/ a	Contractor Address: Portland	Phone:
----------------	--------------------------	---------------------------------	--------

Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	Zone: B7
---------------------	--------	--	-------------

Past Use: Commercial	Commercial change of use learning center to fitness studio	Permit Fee: \$105.00	Cost of Work: \$105.00	CEO District: 1
-------------------------	--	-------------------------	---------------------------	--------------------

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied O/L = 34	INSPECTION: Use Group: B Type: 3B IBC 2003
---	--

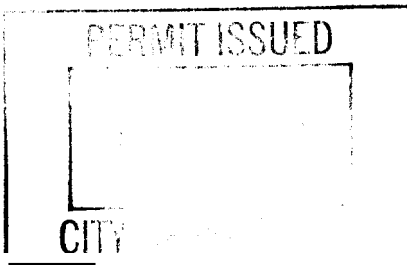
Proposed Project Description:
Change of Use Learning center to fitness studio (2nd floor)

Signature: *Greg Cass* Signature: *[Signature]* 09/21/06

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action: Approved Approved w/Conditions Denied
Signature: _____ Date: _____

Permit Taken By: dmartin	Date Applied For: 08/30/2006	Zoning Approval
-----------------------------	---------------------------------	------------------------

<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	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"/> OK Date: 9/13/06 <i>ARM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" 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>ARM</i> Date: _____
---	--	---	--



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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1301	Date Applied For: 08/30/2006	CBL: 034 C004001
------------------------------	--	----------------------------

Location of Construction: 1 MARGINAL WAY	Owner Name: ONE MARGINAL, WAY LLC	Owner Address: PO BOX 4894	Phone:
Business Name:	Contractor Name: n/ a	Contractor Address: Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial change of use learning center to fitness studio	Proposed Project Description: Change of Use Learning center to fitness studio - 2nd floor
--	---

Dept: Zoning	Status: Approved	Reviewer: Ann Machado	Approval Date: 09/13/2006
Note:	Ok to Issue: <input type="checkbox"/>		

Dept: Building	Status: Approved with Conditions	Reviewer: Michael A. Collins	Approval Date: 09/21/2006
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.			
2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.			

Dept: Fire	Status: Approved with Conditions	Reviewer: Cptn Greg Cass	Approval Date: 09/19/2006
Note:	Ok to Issue: <input type="checkbox"/>		
1) occupant load for 2nd floor is 34 Any business with an occupant load of 50 or more requires corridors of 44"			



General 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,

Total Square Footage of Proposed Structure		Square Footage of Lot				
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>34</u> <u>C</u> <u>004</u>		Owner: _____ Telephone: _____				
Lessee/Buyer's Name (If Applicable) <u>LESLIE J. HAMM</u> <u>LUCA I. RICHARDS</u> <u>DBA</u> <u>PURE MOVEMENT PORTLAND</u>		Applicant name, address & telephone: <u>30</u> <u>+ 75</u> <u>105</u>				
Current Specific use: <u>VACANT</u>		Cost Of Work: \$ _____				
If vacant, what was the previous use? <u>ADULT EDUCATION/TUTORING (PRIORITY LEARNING CENTER)</u>		Fee: \$ _____				
Proposed Specific use: <u>FITNESS STUDIO - "Pure Movement Portland"</u>		C of O Fee: \$ <u>75</u>				
Project description: <u>PAINTING AND UPDATING FLOOR COVERINGS IN EXISTING SPACE IN ORDER TO TRANSFORM OFFICE SPACE INTO PERSONAL FITNESS STUDIO.</u> <u>Chg of Use</u>						
Contractor's name, address & telephone:		<table border="1"> <tr><td>DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME</td></tr> <tr><td>AUG 30 2006</td></tr> <tr><td>RECEIVED</td></tr> </table>		DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME	AUG 30 2006	RECEIVED
DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME						
AUG 30 2006						
RECEIVED						
Who should we contact when the permit is ready: <u>LESLIE HAMM</u>						
Mailing address: <u>ONE MARGINAL WAY, 2ND FLOOR</u> <u>PORTLAND, ME</u> <u>04101</u>						
Phone: <u>871-7873</u>						

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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: <u>Leslie J. Hamm</u>	Date: <u>29 AUG 06</u>
---	------------------------

This is not a permit; you may not commence ANY work until the permit is issued.

COMMERCIAL LEASE (GROSS/MODIFIED GROSS LEASE)

ONE Marginal Way, 2nd Floor
Portland, Maine

1. PARTIES

Bayside Ventures, LLC with a mailing address of 50 Portland Pier, Portland, Maine 04101 ("LANDLORD"), hereby leases to Pure Movement Portland, LLC with a mailing address of 1 Marginal Way, 2nd floor, Portland, Maine 04101, ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:

2. LEASED PREMISES

The leased premises are deemed to contain 2,000± square feet. The leased premises are located at 1 Marginal Way, Second Floor, Portland, Maine 04101 together with the right to use in common with others entitled thereto, the hallways necessary for access to said leased premises and lavatories nearest thereto. The leased premises also include exclusive use of three (3) parking spaces in the building lot and six parking spaces in Landlord's lot on Kennebec Street. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary (see Section 30) in this lease.

3. TERM

The Term of this lease shall be for three (3) years unless sooner terminated as herein provided, commencing on October 1, 2006 and ending September 31, 2009". * Tenant shall be granted access to the space on August 1, 2006. Tenant shall be responsible for its utilities during free rent period.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>1</u>	<u>\$ 22,000</u>	<u>\$ 1,833.33</u>
<u>2</u>	<u>\$ 22,550</u>	<u>\$ 1,879.17</u>
<u>3</u>	<u>\$ 23,114</u>	<u>\$ 1,926.17</u>

payable in advance in equal monthly installments on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: same as above. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

5. SECURITY DEPOSIT

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of One Thousand Eight Hundred Thrtly-three Dollars (\$1,833), which shall be held as a security deposit for the Tenant's performance as herein provided and refunded to TENANT without interest at the end of this lease subject to the TENANT'S satisfactory compliance with the conditions hereof.

6. UTILITIES

TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively, and all charges for telephone and other communication systems used at and supplied to the leased premises. LANDLORD agrees

offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

27. BROKERAGE

TENANT warrants and represents to LANDLORD that is has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, other than Chris Craig. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than Frank O'Connor. LANDLORD agrees to pay NAI The Dunham Group a commission equal to five percent (5%) of the aggregate net rent for the in initial lease term due upon the commencement of this Lease. Said commissions shall be five percent (5%) of the aggregate net rent represented by the Lease extension or expansion and shall be paid upon mutual execution of the Lease extensions or expansion agreement by LANDLORD and TENANT.

28. OTHER

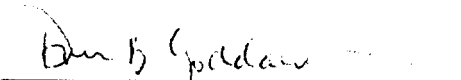
It is also understood and agreed that: Landlord shall replace plate glass windows in the space which are currently leaking and/or defective during Tenant's free rent period.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ___ day of ____, 2006.

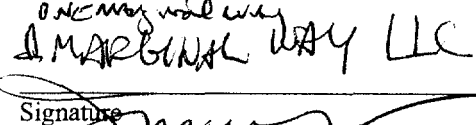
PURE MOVEMENT PORTLAND, LLC:


Signature


Leslie J Hamm Co-Owner
NAME/TITLE


Witness to Tenant

~~BAYSIDE VENTURES, LLC:~~

~~ONE MARGINAL WAY LLC~~

Signature

~~MARGINAL WAY LLC~~
NAME/TITLE


Witness to Landlord

Alterations.txt

From: Chris Craig
Sent: **wednesday**, August 02, 2006 3:18 PM
To: Chris Craig.
Subject: Fw: fax number

These are the Alterations Pure Movement of Portland will be making to the space in accordance with section 10. ~~Alterations-Additions.~~

*Adding a shower

* changing area.. that may include lockers but will definately include putting up some coat hooks on the walls.

* Putting hardwood on the floor in the far room that over looks forest ave

* Painting the walls in far room, and bathroom.. maybe putting wallpaper in bathroom.

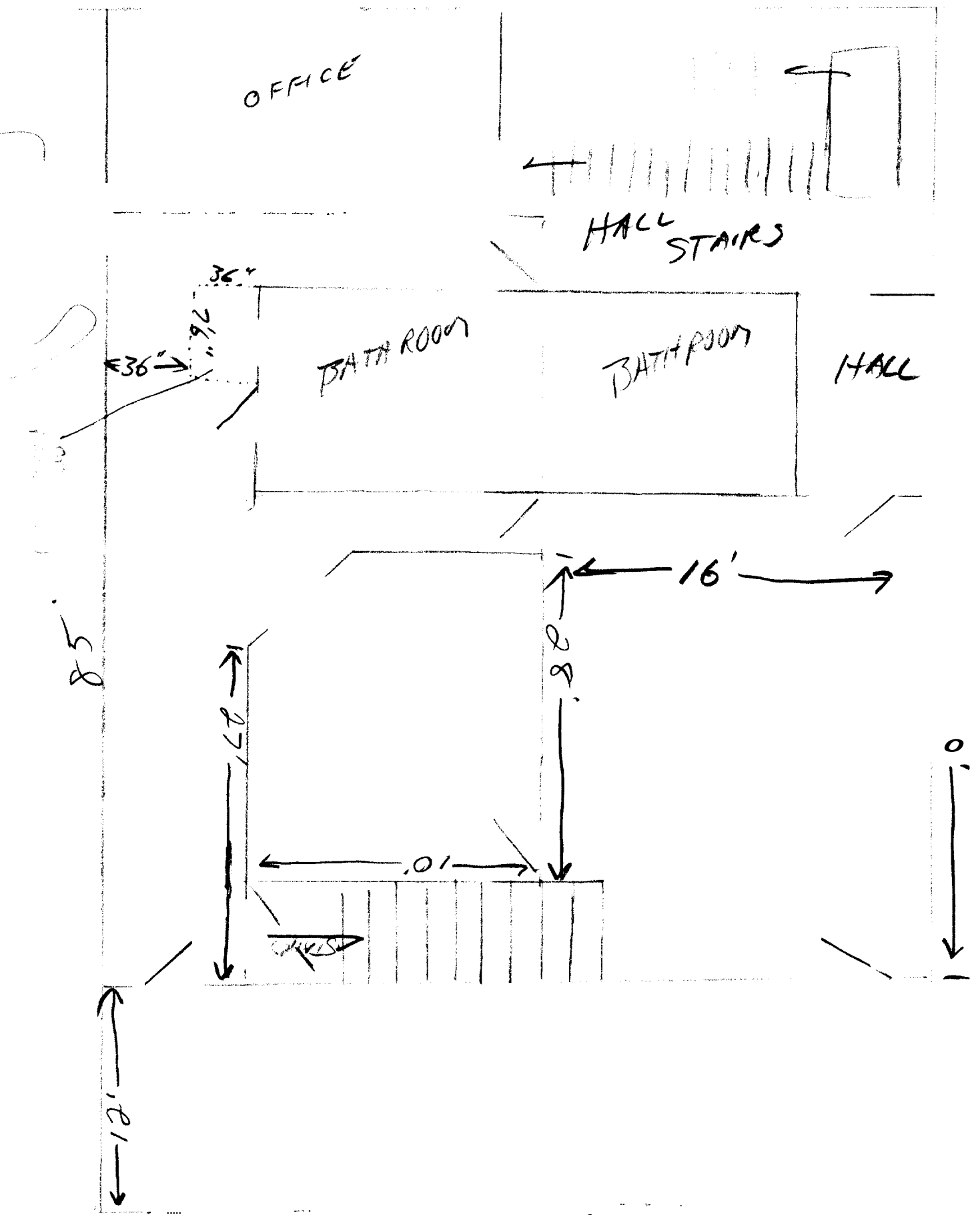
* Putting up mirrors, ballet bars and a hang bar in the big room that overlooks the parking lot across the street.

* Taking down the NON load bearing walls of the little office.

* Mostlikely putting up some wall paintings in lobby area.

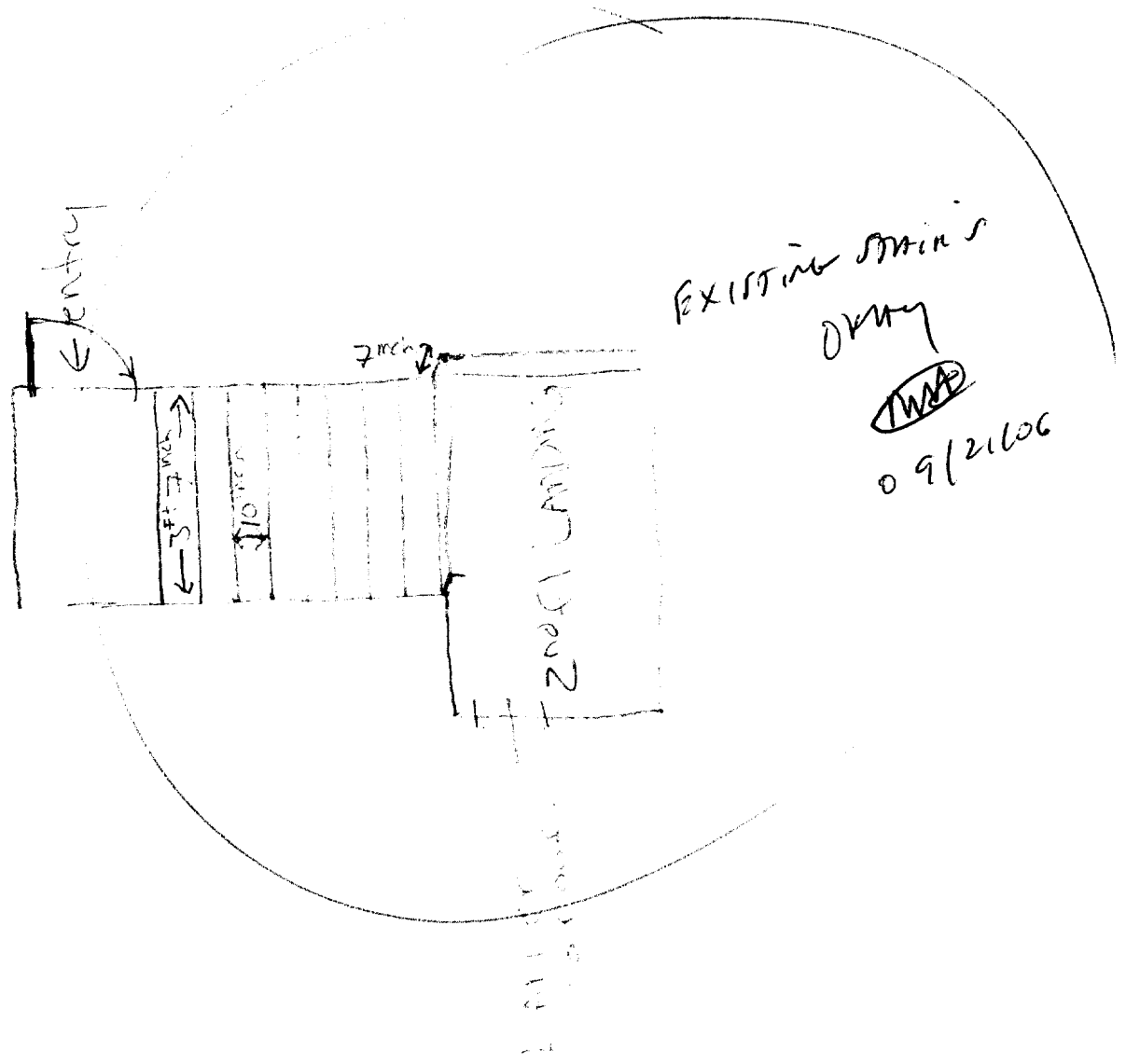
* we'd like a sign outside the building on the triangular sign post.. if possible.

* we'd like to put the words **YOGA**, **PILATES**, **BARRE** and **PURE MOVEMENT** on the windows that overlook forest avenue **F** possible. (**if** not designated places to post our signs is requested).

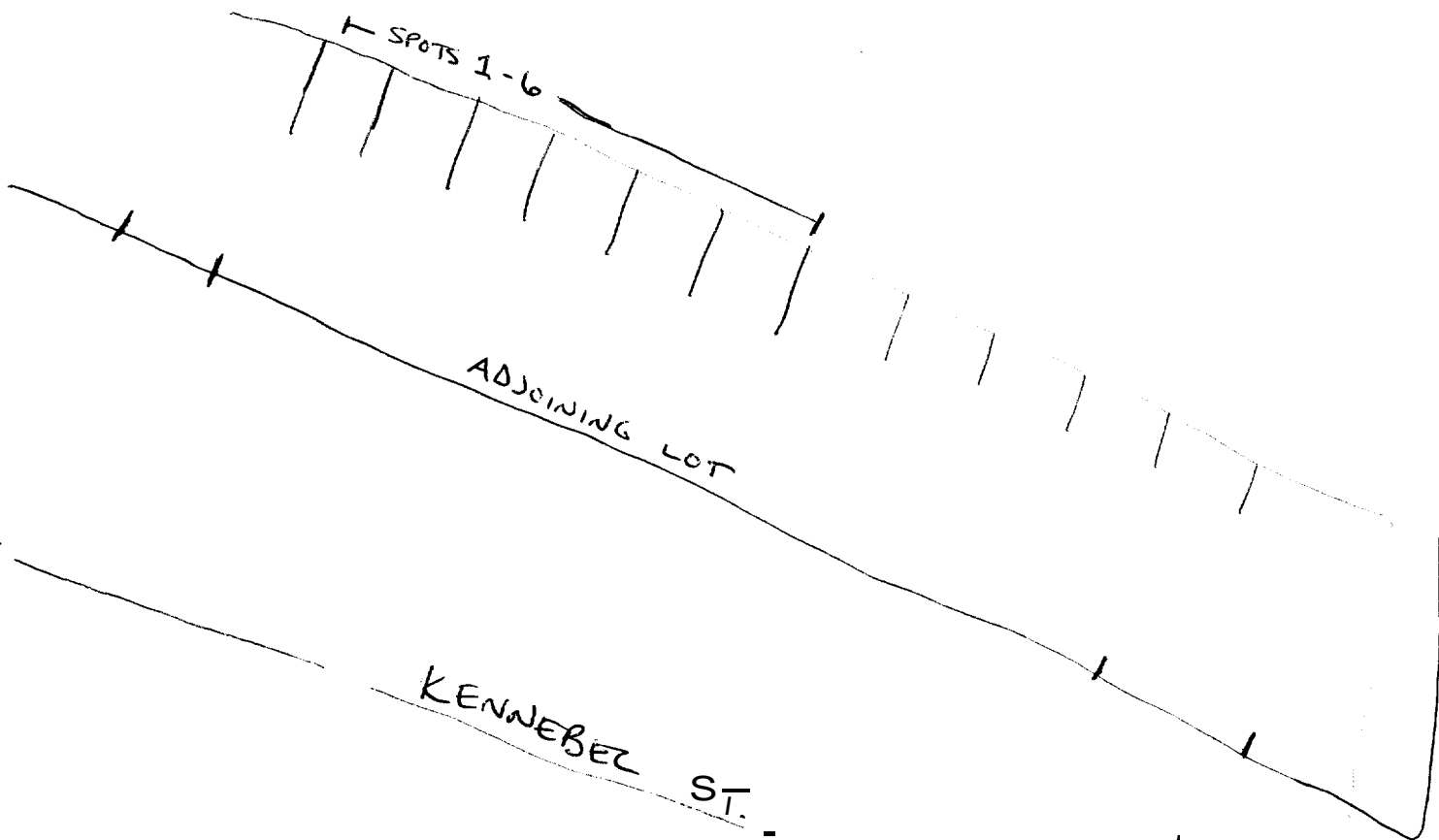


95' x 110' = 10450 sq ft
 41 x 85 = 3485 sq ft
 5 spans need 8.7 spans or 9 spans
 41' corner? this is on plot plan
 95' x 110' = 10450 sq ft

First floor plan

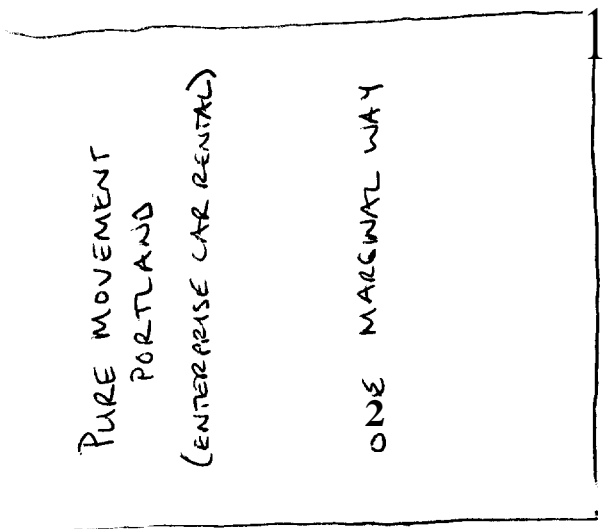


F O R E S T A V E

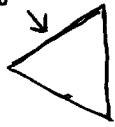


K E N N E B E L S T.

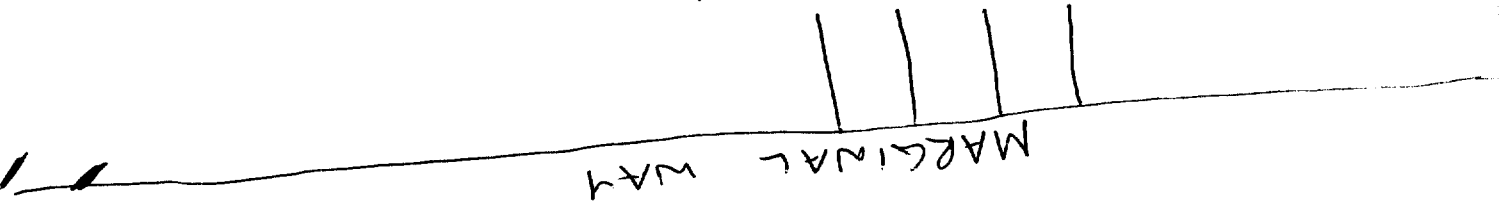
one way



ENTERPRISE SIGN



3 SPOTS IN MAIN LOT



PURE MOVEMENT PORTLAND HAS
3 DESIGNATED PARKING SPOTS IN MAIN LOT
AND 3 IN ADJOINING LOT ON KENNEBEC ST.

