

2014-109

329-B-6

921 Riverside St.

Trampoline Indoor Park

Get Air Portland

Barbara Barhydt - Re: Trampoline Park at 921 Riverside

From: James Nichols <james@tparkslc.com>
To: Jeff Levine <jlevine@portlandmaine.gov>
Date: Wednesday, July 09, 2014 4:32 PM
Subject: Re: Trampoline Park at 921 Riverside

We were scheduled for the July 22 Planning Board Meeting for site approval. However, your office delayed in getting us the addresses to whom we were required to send notice and hold a neighborhood meeting for. We did not receive the names and addresses until July 7. We requested them several times starting on June 26. This delay in delivering the names and addresses pushed the soonest we could have our Neighborhood Meeting to July 17, when it is currently scheduled. But this has caused our Planning Board appearance to be bumped to August 12.

This delay of more than 3 weeks will likely cost us significant expense in the range of \$100-\$150,000 in unnecessary expenses (rental payment, lost revenues, etc...).

I am reaching out to you to see if there is a way to bring this project back on track and get our critical path where it needs to be to avoid these huge expenses.

Thank you so much for taking the time and helping me.

James Nichols, PMP
Project Manager
Trampoline Parks LLC
Mobile: 801-920-8229
james@tparkslc.com

CONFIDENTIALITY NOTICE: This electronic transmission, including all attachments, is directed in confidence solely to the person(s) to whom it is addressed, or an authorized recipient, and may not otherwise be distributed, copied, or disclosed. The contents of the transmission may also be subject to intellectual property rights and all such rights are expressly claimed and are not waived. If you have received this transmission in error, or if you are not the intended recipient of this transmission, please notify the sender immediately by return electronic transmission and delete this transmission, including all attachments, without copying, distributing, or disclosing same.

On Jul 9, 2014, at 2:23 PM, Jeff Levine <jlevine@portlandmaine.gov> wrote:

Can you give me an idea of what issues you are referring to?

James Nichols <james@tparkslc.com> 07/09/14
16:20 PM >>>

You can call me any time. I will make myself available to you. It is important to us that we move swiftly to resolve these issues.

James Nichols, PMP
Project Manager
Trampoline Parks LLC
Mobile: 801-920-8229
james@tparkslc.com

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On Jul 9, 2014, at 2:16 PM, Jeff Levine <jlevine@portlandmaine.gov> wrote:

I am headed to the airport right now but will try you around 6 if I get a chance. Otherwise we can talk tomorrow.

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 7, 2014

Ms. Barbara Barhydt
Planning Division
City of Portland
389 Congress Street 4th Floor
Portland, Maine

**Subject: Revised Site Plans
Get Air Portland
921 Riverside Street
Portland, Maine**

Dear Ms. Barhydt:

Please find enclosed (7) copies of the revised site plan and site details showing the connector ramp to the existing sidewalk. If you have any questions, please feel free to call me at 623-9475.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Murray", written in a cursive style.

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 29, 2014

Ms. Shukria Wiar
Planning Division
City of Portland
389 Congress Street 4th Floor
Portland, Maine

**Subject: Plan Set
Get Air Portland
921 Riverside Street
Portland, Maine**

Dear Ms. Wiar:

Please find enclosed (7) copies of the remaining drawings of the set. These are to be added to the (7) copies of the site plan and site details that were sent earlier. If you have any questions, please feel free to call me at 623-9475.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Murray". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

432 Cory Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

September 26, 2014

Ms. Shukria Wiar
Planning Division
City of Portland
389 Congress Street 4th Floor
Portland, Maine

**Subject: Plan Set
Get Air Portland
921 Riverside Street
Portland, Maine**

Dear Ms. Wiar:

Please find enclosed (7) copies of the remaining drawings of the set. These are to be added to the (7) copies of the site plan and site details that were sent earlier. If you have any questions, please feel free to call me at 623-9475.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Murray", is written over a light blue circular stamp.

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

Memorandum
Department of Planning and Urban Development
Planning Division



To: Pnii DiPierro- Development Review Coordinator
Assessor's Office
Marge Schmuckal- Zoning Administrator
Rhonda Zazzara, Public Services
Bill Clark- Public Services

From: Shukria Wiar, Planner - *Barbara*

Date: ~~August 11~~ *Sept. 12*, 2014 **RE:** Level III Site Plan Review
CBL: 329 B006001
App #: 2014-109, 921 Riverside Street

The attached are the final approved plans for change of use from an existing warehouse to an indoor trampoline recreation facility at 921 Riverside Street, approved July 22, 2014.

If you have any questions, please contact me.

Thanks.

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

July 7, 2014

**Neighborhood Meeting
Get Air Portland
921 Riverside Street
Portland, Maine**

To Whom It May Concern:

As a property owner located within 1000 feet of the proposed project at 921 Riverside Street in Portland, you have been invited to a neighborhood meeting to review the project. The meeting is to be held at **921 Riverside Street on Thursday, July 17 at 4:00 P.M.**

Get Air Sports is a national franchise that is looking to renovate the existing warehouse/office space at 921 Riverside Street into Maine's first indoor trampoline park. The existing building is approximately 25,087 square feet with 20,000 in the warehouse portion and 5,000 in the office portion. With the office portion of the building proposed to be used for party rooms, bathrooms, and customer service; the remainder of the building will be used for the multiple trampolines, jumps and foam pits.

The trampoline fixtures will be steel framed structures of various designs and difficulties at a minimum elevation off from the existing floor of 3'-0". All recreational activities will take place inside of the building with no activities on the exterior. Proposed hours of operation vary from facility to facility, but are expected to be from 10:00 AM to 12:00 AM. Minimum exterior renovations are proposed including upgrading existing lighting to full cut off shields and showing the required number of parking spaces by striping the existing paved area.

Please let us know if you have any questions prior to the meeting by emailing myself at bmurray@coffineng.com or calling me 623-9475. We hope to see you at the meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Murray". The signature is fluid and cursive, with a long, sweeping underline.

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

GET AIR PORTLAND
LEVEL III FINAL SITE PLAN SUBMISSION

**921 RIVERSIDE STREET
PORTLAND, MAINE**

JUNE 16, 2014



Prepared By:

**E.S. Coffin Engineering & Surveying, Inc.
P.O. Box 4687
Augusta, Maine 04330**

**Phone: (207) 623-9475
Fax: (207) 623-0016**

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

June 16, 2014

Ms. Barbara Barhydt
Planning Division
City of Portland
389 Congress Street 4th Floor
Portland, Maine

**Subject: Level III Final Site Plan Submission
Get Air Portland
921 Riverside Street
Portland, Maine**

Dear Ms. Barhydt:

Thank you for meeting and coordinating with our office and our client to review this proposed project. Please find enclosed our submission of the Level III Final Site Plan materials.

Get Air Sports (Lessor) is a national franchise that is looking to renovate the existing warehouse/office space at 921 Riverside Street into Maine's first indoor trampoline park. The existing building is approximately 25,087 square feet with 20,000 in the warehouse portion and 5,000 in the office portion. With the office portion of the building proposed to be used for party rooms, bathrooms, and customer service; the remainder of the building will be used for the multiple trampolines, jumps and foam pits. The trampoline fixtures will be steel framed structures of various designs and difficulties at a minimum elevation off from the existing floor of 3'-0". This will require the formation of wood framed interior platforms around the different fixtures for access. Proposed hours of operation vary from facility to facility, but are expected to be from 10:00 AM to 12:00 AM. Minimum exterior renovations are proposed including upgrading existing lighting to full cut off shields and showing the required number of parking spaces required.

Please let us know when the abutter addresses are ready so we can coordinate the required neighborhood meeting. If you have any questions, please feel free to call me at 623-9475.

Sincerely,

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION NUMBER</u>
WRITTEN SUBMISSION	1
LEVEL III APPLICATION	2
LETTER OF AUTHORIZATION	3
TRAFFIC REPORT	4
DEED	5
LEASE AGREEMENT	6
FINANCIAL CAPABILITY STATEMENT	7

APPLICATION FORM AND FEES

See the attached application form. The application fee will be paid with a phone call to the Inspections Office.

PROJECT NARRATIVE

Get Air Sports (Lessor) is a national franchise that is looking to renovate the existing warehouse/office space at 921 Riverside Street into Maine's first indoor trampoline park. The existing building is approximately 25,087 square feet with 20,000 in the warehouse portion and 5,000 in the office portion. With the office portion of the building proposed to be used for party rooms, bathrooms, and customer service; the remainder of the building will be used for the multiple trampolines, jumps and foam pits. The trampoline fixtures will be steel framed structures of various designs and difficulties at a minimum elevation off from the existing floor of 3'-0". This will require the formation of wood framed interior platforms around the different fixtures for access. Proposed hours of operation vary from facility to facility, but are expected to be from 10:00 AM to 12:00 AM. Minimum exterior renovations are proposed including upgrading existing lighting to full cut off shields and showing the required number of parking spaces required.

EVIDENCE OF RIGHT, TITLE AND INTEREST

Copies of the owner's deed and a lease agreement with the Lessor have been provided.

EVIDENCE OF STATE AND/OR FEDERAL PERMITS

The only state permit required for this project is a construction and barrier free permit with the State Fire Marshal's Office. This permit will be submitted for after acquiring planning board approval. No federal permits are required.

ZONING REQUIREMENTS ASSESSMENT

We feel that the proposed location of the facility fits perfectly with current zoning. The project is located in the I-M Industrial Zone, in which indoor amusement parks is an allowed use. This type of business does not need to be located in the center of mercantile districts, because customers will travel the required distance to this facility. Minimal changes are proposed to the exterior of the building including, but are not limited to, the striping of the parking lot for the required number of spaces, the addition of bicycle parking spaces and the replacement of exterior wall lighting with compliant cut-off fixtures. The site is also well landscaped with mature trees and shrubs. We do not plan to add or take away any landscaping. The following is a summation of each section requirement:

Section 14-250 Dimensional Requirements

The site meets all of the current required dimensional requirements. The required setbacks have been shown on the enclosed site plan.

Section 14-251 Other Requirements

- A) Additional parking spaces have been shown on the site plan to meet the required 1 parking spot per 400 square feet requirement without adding any additional impervious area.

- B) No off-street loading is proposed for the change of use. The existing warehouse doors will remain to be used by a future tenant.
- C) The existing sign on site will be used as well as a sign on the existing building. A permit application will be submitted for each sign.
- D) The lot is not located in a Shoreland or floodplain zone.
- E) All of the trampoline activities will take place within the building with no exterior use.
- F) No storage is proposed on the exterior of the building.
- G) No liquid waste storage is proposed.
- H) No food processing waste is proposed.
- I) A shielded dumpster is proposed in the rear of the building on an existing concrete slab.
- J) No outdoor storage is proposed.

EASEMENTS, COVENANTS, ETC.

The easements, covenants, public or private rights of way, or other burdens on the site have been shown on the attached site plan. None of them will be impacted by this project.

EVIDENCE OF FINANCIAL AND TECHNICAL CAPACITY

See the attached statement from the owner's lending institution.

CONSTRUCTION MANAGEMENT PLAN

A general contractor will be hired for the proposed project to oversee the renovations to the building. The fixtures will be manufactured off site, transported to the site and assembled. Once they are assembled, the platforms will be constructed around them. While the platforms are being assembled, the few interior and exterior renovations will take place.

TRAFFIC STUDY

See the attached traffic report.

SIGNIFICANT NATURAL FEATURES

The proposed project does not create any additional impervious areas including additions or parking. We are also proposing not to remove any of the existing landscaping. Therefore, no existing natural features will be disturbed.

The proposed dumpster location will be screened with fencing as shown on the site plan.

STORMWATER

There are no proposed impervious areas with the change of use and therefore, no additional stormwater will be created. The existing stormwater for the site drains to the rear of the property through level spreaders, culverts and drainage swales.

MASTER PLAN

The proposed change of use fits well into the Comprehensive Plan for the City by locating a new business in an existing vacant building. The proposed use also fits well into the surrounding area by adding another recreational use to the area that already includes the Riverside Golf Course and Spare Time Recreational.

UTILITY CAPACITY

The existing facility has ample electrical, water and sewerage capacity for the proposed usage. One new bath room is proposed in the building.

SOLID WASTE GENERATION

Solid waste generation from the proposed operation will be low due to the nature of the business. A dumpster will be provided in the rear of the building to handle the waste generated. A larger temporary dumpster will also be provided during construction.

LIFE SAFETY SUMMARY

The building usage will be classified as Assembly under the NFPA 101 Life Safety Code. The existing building is fully sprinkled with a NFPA 13 system and will be modified as needed for the proposed use and renovation. The concealed space under the platforms will be enclosed, inaccessible and not used for storage. We have verified with Gerald Leach from the State Fire Marshal's Office that the space does not need to be sprinkled per NFPA 13 Section 8.15.1.2.11, which is an exemption for concealed space framed with either fire retardant wood framing or non-combustible. All of the platform, ramp, wall and floor sheathing will be comprised of fire retardant wood sheathing supported by cold form steel studs.

The platforms will be enclosed with fire rated gypsum sheathing at the perimeter. The building has an ample number of exits that are remotely located from one another. However, it is difficult to equate the occupancy loading charts to this facility. The occupant load for each area is restricted to the number of people that Get Air allows on each piece of equipment. This is explained further in the attached Traffic Report. The nearest occupant load per NFPA factor would be an exercise room with equipment of 1 person per 50 square feet. For this 20,000 square foot facility, that would equate to 400 people. As described on the Traffic Report, Get Air proposes a total of approximately 165 people with a total of 189 based on the parking spaces required. The egress door capacity for the trampoline facility is 540 people.

Under the 2009 International Building Code, the proposed use will be classified as Assembly (A-2). Given that the building will contain wood sheathing, the construction type will go from a Type II to a Type V. The base allowable building area per story is 6,000 square feet. With the building being sprinkled and having open space on both the north and east walls, the allowable building area can be increased to over 25,000 square feet. See the equation below:

$$\text{Allowable Building Area} = \{6,000 + [6,000[(311/671)-.25] (30/30)] + (6,000) (3)\} = \mathbf{25,281 \text{ SF}}$$

Therefore, based on this life safety assessment, we feel that the building meets the requirements of the NFPA 101 and IBC 2009 code.

DESIGN STANDARDS

Based on our proposed change of use of the site and the elements described in the design standards, we find that the following apply to this project. Due to the project being located in an existing building and there is no proposed addition to the building, a majority of the design standards aren't applicable to this project.

(a) Transportation Standards

4. Parking:

- a. The required number of parking spaces has been shown on the site plan.
- b. Total of (7) new bicycle parking spaces have been provided.
- c. The site current has access for motorcycle and scooter parking.
- d. The snow storage area has been shown on the plan.

6. Exterior Lighting:

- a. The exterior wall lighting on the building is proposed to be replaced with full cutoff light fixtures in the same locations.

8. Signage and Wayfinding:

- a. The existing sign in the front of the building will be reused and a new sign will be placed on the building meeting all of the design standards. A permit application will be submitted for each.

HVAC EQUIPMENT

There is no proposed HVAC equipment for the renovation.



Jeff Levine, AICP, Director
Planning & Urban Development Department

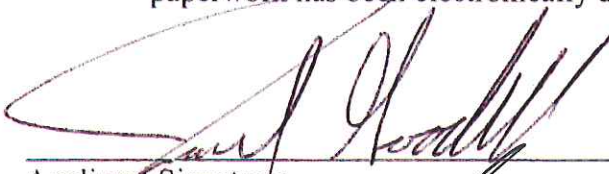
Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

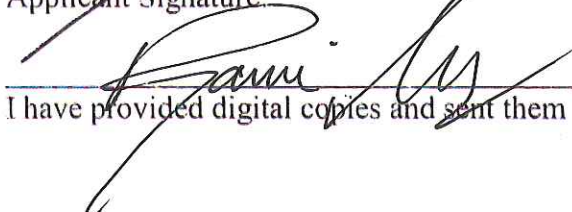
I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.



Applicant Signature:

6/13/14
Date:



I have provided digital copies and sent them on:

6/16/14
Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: GET AIR PORTLAND

PROPOSED DEVELOPMENT ADDRESS:
921 RIVERSIDE STREET

PROJECT DESCRIPTION:
Change of use of existing warehouse/office into proposed trampoline park.

CHART/BLOCK/LOT: 329 B006001

PRELIMINARY PLAN _____ (date)
FINAL PLAN 6/16/14 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: <u>Jacob Goodell</u> Business Name, if applicable: <u>Get Air Portland</u> Address: <u>4074S 1900W Suite 100</u> City/State: <u>Roy, UT</u> Zip Code: <u>84067</u>	Applicant Contact Information Work # _____ Home# _____ Cell # _____ Fax# _____ e-mail: _____
Owner – (if different from Applicant) Name: <u>Kowabunga, LLC</u> Address: <u>100 Silver Street</u> City/State: <u>Portland, ME</u> Zip Code: <u>04101</u>	Owner Contact Information Work # <u>774-1885</u> Home# _____ Cell # _____ Fax# _____ e-mail: <u>dcattin@commercialpropertiesinc.com</u>
Agent/ Representative Name: <u>E.S. Coffin Engineering</u> Address: <u>P.O. Box 4687</u> City/State: <u>Augusta, ME</u> Zip Code: <u>04336</u>	Agent/Representative Contact information Work # <u>623-9475</u> Cell # <u>242-1119</u> e-mail: <u>bmurray@coffineng.com</u>
Billing Information Name: <u>Jacob Goodell</u> Address: <u>4074S 1900W Suite 100</u> City/State: <u>Roy, UT</u> Zip Code: <u>84067</u>	Billing Information Work # _____ Cell # _____ Fax# _____ e-mail: _____

Engineer <i>E.S. COFFIN ENGINEERING</i> Name: Address: <i>SAME</i> City/State : Zip Code:	Engineer Contact Information Work # Cell # Fax# e-mail:
Surveyor Name: <i>E.S. COFFIN ENGINEERING</i> Address: <i>SAME</i> City/State : Zip Code:	Surveyor Contact Information Work # Cell # Fax# e-mail:
Architect Name: <i>N/A</i> Address: City/State : Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <p><input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00)</p> <p><input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000)</p> <p><input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000)</p> <p><input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000)</p> <p><input type="checkbox"/> over \$300,00 sq. ft. (\$5,000)</p> <p><input type="checkbox"/> Parking lots over 11 spaces (\$1,000)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <p>Plan Amendments (check applicable reviews)</p> <p><input type="checkbox"/> Planning Staff Review (\$250)</p> <p><input type="checkbox"/> Planning Board Review (\$500)</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.</p>	<p>Other Reviews (check applicable reviews)</p> <p><input type="checkbox"/> Traffic Movement (\$1,000)</p> <p><input type="checkbox"/> Stormwater Quality (\$250)</p> <p><input type="checkbox"/> Subdivisions (\$500 + \$25/lot)</p> <p># of Lots <input type="checkbox"/> x \$25/lot = <input type="text"/></p> <p><input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot)</p> <p># of Lots <input type="checkbox"/> x \$200/lot = <input type="text"/></p> <p>Other <input type="text"/></p> <p><input checked="" type="checkbox"/> Change of Use</p> <p><input type="checkbox"/> Flood Plain</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Design Review</p> <p><input type="checkbox"/> Housing Replacement</p> <p><input type="checkbox"/> Historic Preservation</p>
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

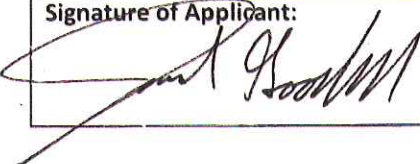
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Please refer to the application checklist (attached) for a detailed list of submission requirements.

APPLICANT SIGNATURE:

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 Planning Authority and Code Enforcement'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.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 6-6-14
--	-----------------

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	282,1057 sq. ft.
Proposed Total Disturbed Area of the Site	0 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.	
Impervious Surface Area	
Impervious Area (Total Existing)	59,1034 sq. ft.
Impervious Area (Total Proposed)	0 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	25,087 sq. ft.
Building Footprint (Total Proposed)	0 sq. ft.
Building Floor Area (Total Existing)	25,087 sq. ft.
Building Floor Area (Total Proposed)	0 sq. ft.
Zoning	
Existing	FM
Proposed, if applicable	-
Land Use	
Existing	WAREHOUSE / OFFICE
Proposed	INDOOR TRAMPOLINE PARK
Residential, If applicable	
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
# of Parking Spaces (Total Existing)	25
# of Parking Spaces (Total Proposed)	63
# of Handicapped Spaces (Total Proposed)	5
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	7
Estimated Cost of Project	\$ 1,000,000

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
		1	Completed Application form
		1	Application fees
		1	Written description of project
		1	Evidence of right, title and interest
		1	Evidence of state and/or federal approvals, if applicable
		1	Written assessment of proposed project's compliance with applicable zoning requirements
		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
		1	Written requests for waivers from site plan or technical standards, if applicable.
		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
			Proposed grading and contours;
			Existing structures with distances from property line;
			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
			Preliminary infrastructure improvements;
			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
			Exterior building elevations.

FINAL PLAN - Level III Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
✓		1	* Completed Application form
✓		1	* Application fees
✓		1	* Written description of project
✓		1	* Evidence of right, title and interest
✓		1	* Evidence of state and/or federal permits
✓		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
✓		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
✓		1	* Evidence of financial and technical capacity
✓		1	Construction Management Plan
✓		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
✓		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
✓		1	Stormwater management plan and stormwater calculations
✓		1	Written summary of project's consistency with related city master plans
✓		1	Evidence of utility capacity to serve
✓		1	Written summary of solid waste generation and proposed management of solid waste
✓		1	A code summary referencing NFPA 1 and all Fire Department technical standards
		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
✓		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
✓		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
✓		1	Final Site Plans including the following:
✓			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
			Existing and proposed structures on parcels abutting site;
✓			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
✓			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
✓			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
✓			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
✓			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
✓			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
✓			Location of all snow storage areas and/or a snow removal plan;
✓			A traffic control plan as detailed in Section 1 of the Technical Manual;
✓			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
✓			Location and proposed alteration to any watercourse;
✓			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
✓			Proposed buffers and preservation measures for wetlands;
✓			Existing soil conditions and location of test pits and test borings;
✓			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
✓			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
✓			Grading plan;
✓			Ground water protection measures;
✓			Existing and proposed sewer mains and connections;

- Continued on next page -

✓		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
✓		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
✓		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
✓		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
✓		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
✓		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
✓		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
✓		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
✓		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
✓		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
✓		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancelly,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 6/16/14

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 921 RIVERSIDE ST. Chart Block Lot Number: 329 B006001

Proposed Use: TRAMPOLINE PARK

Previous Use: WAREHOUSE / OFFICE

Existing Sanitary Flows: NOT KNOWN GPD

Existing Process Flows: NONE GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

EXISTING BOWLING CONNECTION WITH NO REVISIONS

Site Category	Commercial (see part 4 below)	<input checked="" type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: BARBARA BARTHDT Phone: 874-8699

Owner/Developer Name: GET AIR PORTLAND

Owner/Developer Address: 4074 S 1900th SOITE 100

Phone: (601) 900-9386

Fax: _____ E-mail: briantrampolinepark24@gmail.com

Engineering Consultant Name: E.S. COFFIN ENGINEERING

Engineering Consultant Address: P.O. Box 4087 AUGUSTA, ME 04330

Phone: (207) 623-9475

Fax: 623-0016 E-mail: bmurray@coffineng.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 189 people (10991 / person) = 1,890 GPD

Peaking Factor/ Peak Times: 12-4 pm

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify) _____

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values:

No cooking or prep at site

Size of External Grease Interceptor:

Retention Time:

Peaking Factor/ Peak Times:

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:

_____ GPD

Do you currently hold Federal or State discharge permits?

Yes _____ No _____

Is the process wastewater termed categorical under CFR 40?

Yes _____ No _____

OSHA Standard Industrial Code (SIC):

<http://www.osha.gov/oshstats/sicser.html>

Peaking Factor/Peak Process Times:

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

June 6, 2014


Mr. Benjamin Murray, P.E.
E.S. Coffin Engineering & Surveying
P.O. Box 4687
Augusta, Maine 04330

**Subject: Agent Authorization
Get Air Sports
Portland, Maine**

Dear Mr. Murray,

The intent of this letter is to authorize E.S. Coffin Engineering & Surveying, Inc. to act as our agent in submitting applications and answering questions regarding our submission to the City of Portland for the proposed project located 921 Riverside Street in Portland, Maine.

Sincerely,

 owner

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

June 13, 2014

Ms. Barbara Barhydt
Planning Division
City of Portland
389 Congress Street 4th Floor
Portland, Maine

Subject: Traffic Report
Get Air Portland
921 Riverside Street
Portland, Maine

Dear Ms. Barhydt:

Get Air Portland (Lessor) is a national franchise that is looking to renovate the existing warehouse/office space at 921 Riverside Street into Maine's first indoor trampoline park. The existing building is approximately 25,000 square feet (sf) with 20,000 in the warehouse portion and 5,000 in the office portion. With the office portion of the building, it is proposed to be used for party rooms, bathrooms, and service; the remainder of the building will be used for the multiple trampolines, jumps and foam pits. The trampoline fixtures will be steel framed structures of various designs and difficulties at a minimum elevation off from the existing floor of 3'-0". This will require the formation of wood framed interior platforms around the different fixtures for access. Proposed hours of operation vary from facility to facility, but are expected to be from 10:00 AM to 12:00 AM.

For this particular use, the City of Portland's Land Use Ordinance (LUO) requires one parking space per 400 sf of building area. This building is 25,000 sf; so 62.5 parking spaces are required per the LUO. The proposed Site Plan (C-1) by E.S. Coffin Engineering & Surveying depicts 63 parking spaces. Based on their other facilities and parking studies that have been performed; it has been found that each vehicle has an average of 3 people. Based on the required number of spaces, this would equate to 189 people, if all 63 parking spaces are being utilized.

Get Air is required to follow ASTM F2970-13 Standard Practice for Design, Manufacture, Installation, Operation, Maintenance, Inspection and Major Modification of Trampoline Courts. This standard states that the rated capacity of a trampoline court shall not exceed one participant per 60 sf based on the overall footprint of the trampoline court. The proposed interior footprint of the space includes a total of 9,121 sf of trampoline courts, which equates to 152 participants.

However the 5,000 sf office portion of the facility would have an additional occupant load equal to 1 space per 400 sf or 13 people. This would result in 165 people being in the facility at capacity. This number of occupants is less than, but similar to, the 189 calculated above utilizing 3 people per vehicle for the required 63 parking spots.

The ITE Trip Generation Manual (8th Edition) doesn't have any use that is similar to a trampoline park. The participants at the facility pay at an hourly rate and come and go from the facility at no set time intervals. So based on this assessment of the allowable occupancy for the trampolines, we recommend utilizing the 63 vehicles as the design volume per hour entering and exiting the facility as the estimated trip generation for the development. Since this number is less than 100 passenger car equivalents (PCE), a Traffic Movement Permit (TMP) is not required. If you have any questions, please feel free to call me at 623-9475.

Sincerely,



PE, Vice President



033610**CORRECTIVE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that RICHARD J. McGOLDRICK, of the Town of Cape Elizabeth, County of Cumberland and State of Maine in consideration of one dollar and other valuable considerations paid by KOWABUNGA LLC, a Maine limited liability company with a mailing address of 100 Silver Street, Portland, Maine 04101 (hereinafter the "Grantee"), the receipt whereof he does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Grantee, its successors and assigns forever, the property situated in the City of Portland, County of Cumberland and State of Maine, more particularly described as follows:

Lot No. 13 as depicted on a certain Site Plan of "Turnpike Industrial Park" dated March 25, 1986 and recorded at the Cumberland County Registry of Deeds at Plan Book 157, Page 61; including within this conveyance an easement to use in common with others, the 420 foot by 175 foot "Water Detention Basin" at the southeastern side of Lots 10 & 11 and abutting the Maine Turnpike Authority property so as to conform the boundaries of the property with said Site Plan. Together with and subject to certain easements as more particularly described in a deed from the Portland Venture Partners III to Micucci Brothers dated September 6, 1996 and recorded at Book 12711, Page 4 of said Registry of Deeds.

Excepting and reserving the premises described in a Notice of Layout and Taking in favor of the State of Maine dated April 1, 1998 and recorded in said Registry of Deeds at Book 13755, Page 184.

The purpose of this deed is to correct the Warranty Deed from Richard J. McGoldrick to Kowabunga LLC dated April 29, 1998 and recorded in said Registry of Deeds at Book 13778, Page 280.


TO HAVE AND TO HOLD the aforesaid and bargained premises, with all privileges and appurtenances thereof to the said Grantee, its successors and assigns, to it and its use and behoof forever.

And he does covenant with the Grantee, its successors and assigns, that he is lawfully seized in fee of the premises; that he is free of all encumbrances, except as aforesaid; that he has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that he and his heirs and assigns, shall and will WARRANT AND DEFEND the same to the said

Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, RICHARD J. McGOLDRICK, has caused this instrument to be signed this 29 day of May, 1998.

WITNESS:





RICHARD J. McGOLDRICK

STATE OF MAINE
County of Cumberland, ss.

May 29, 1998

Personally appeared before me Richard J. McGoldrick and acknowledged the above instrument to be his free act and deed.

Before me,



Maine Attorney-at-Law
Notary Public (seal)
Printed Name: Bruce H. Tompkins

tip deedkew.doc
05/20/98 11:49 AM

RECEIVED
RECORDED REGISTRY OF DEEDS
1998 JUN -3 PM 4:03
CUMBERLAND COUNTY
John B O'Brien

BK 13879PG052

STATE OF MAINE
Cumberland, ss.

5/13, 1998

Personally appeared the above named Norman L. Whiteside, Vice President of Fleet Bank of Maine, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of Fleet Bank of Maine.

Before me,

Barbara G. Tweedie

Notary Public (seal)

~~Maine Attorney-at-Law~~

SEAL

Printed Name:

Barbara G. Tweedie

Notary Public, Maine

My Commission Expires August 2, 1999

kwdeed.doc
05/06/98 3:50 PM

RECEIVED
RECORDED REGISTRY OF DEEDS

1998 JUN -8 AM 10:57

CUMBERLAND COUNTY

John B. O'Brien

Lease

1. PARTIES: THIS INDENTURE OF LEASE is made as of this 10th day of March, 2014 by and between LOT 13, LLC, with a mailing address of 100 Silver Street, Portland, Maine 04101 ("Landlord") and Get Air Portland ME, LLC. with a mailing address of 921 Riverside Street, Portland, Maine 04103, (hereinafter called "Tenant") and the Tenant hereby leases from the Landlord, the following described Premises:

2. PREMISES: The Premises are deemed to contain +/- 25,000 square feet, the Building located at 921 Riverside Street, Portland, Maine. The use and occupation by Tenant of the Demised Premises shall include the use, in common with others entitled thereto, of the parking facilities as depicted on the attached site plan as Exhibit A attached hereto and incorporated herein, on an unassigned and unreserved basis, for the accommodation and parking of automobiles of Tenant's customers and employees. Landlord reserves the right from time to time, at Landlord's sole discretion, to alter, reduce or redesign the parking area, or the ingress or egress of the parking area; provided, however, that Landlord shall not in the exercise of such rights unreasonably interfere with Tenant's conduct of Tenant's business or with Tenant's use or enjoyment of the Demised Premises. Landlord further reserves the right to build a second building as depicted on the attached site plan (Exhibit A) on the easterly side of the lot.

3. TERM:

(A) Term of Lease. The term of this lease (the "Term") shall be Five (5) years unless sooner terminated as hereinafter provided, the period commencing on the Commencement Date (as hereinafter defined) and ending at 11:59 EST on the day immediately preceding the date which is the fifth anniversary of the Commencement Date. Notwithstanding the forgoing, if such Commencement Date shall be a day other than the first of a month, then the period of time between such commencement date and the first day of the month next following shall be added to the term of this Lease. Following the determination of a Commencement Date, at the request of either the Tenant or the Landlord, the parties will enter in to an agreement acknowledging the Commencement Date.

(B) Access Period. Upon full execution of this Lease and Landlord's receipt of a general liability certificate naming the Landlord as Additional Insured in the amounts required under this Lease, the Tenant may have access to the Premises for the purpose of engineering surveys, examinations, and inspections, etc. In no event shall the Tenant make any alterations, additions, or repairs, or perform any work of any kind to the Premises during this "Access Period". The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all damages or liability arising out of this access. The duration of this Access Period shall be up until such time as the Tenant either notifies Landlord that it has received its permits or terminates this Lease as outlined in Section 3(c) but not later than June 15, 2014.

(C) Permitting. This Lease is contingent upon Tenant obtaining at its sole cost and expense, all permits and a Certificate of Occupancy necessary for Tenant's use of the Premises by June 15, 2014. Landlord shall cooperate, at no cost to Landlord, with Tenant during the permitting process. Tenant shall immediately notify Landlord in writing if it is successful in obtaining its permits. Landlord shall not be obligated to perform any modifications, repairs or installations at the Premises as set forth in this Lease, in the event that the Tenant fails to obtain all permits, etc., by June 15, 2014, the Tenant or Landlord may cancel this Lease by written notice to the other party to be received not later than June 15, 2014. Such termination shall not relieve the Tenant from any liability arising out of its access to the Premises prior to its termination hereunder. In the event that Tenant fails to timely notify Landlord as

set forth above, the Tenant shall be deemed to have waived this contingency, and shall be bound by the terms and conditions of this Lease.

(D) Possession. In the event that the Tenant receives its Permits, the Tenant may take possession and shall be bound by the terms of this Lease from the date of its receipt of Permits.

(E) The Lease and Rent Commencement Date. The "Commencement Date" Shall be 45 days following Permitting dead line of June 15, 2014. All Base Rent and Additional Rent owed under this Lease (except utilities which shall commence upon possession) shall commence on the Commencement Date.

4. CONDITION OF PREMISES, LANDLORD'S WORK, TENANT'S WORK:

(A) Conditions of Premises. Landlord's Work: Landlord will deliver the space to Tenant in an "as is" condition with no work to be done by Landlord.

(B) Tenant's Work: Tenant shall perform its work at its sole cost and expense and in accordance with all local, state and federal regulations. Any Tenant improvements to the Demised Premises will be done only with the prior approval of the Landlord, such approval not to be unreasonably withheld or delayed. Tenant shall assume all costs for the upgrading of any utility service(s) to the Premises or Property for Tenant's intended use.

(C) The Premises and the improvements highlighted in yellow on Exhibit B attached hereto and incorporated herein, shall be delivered up by Tenant if installed, with exception of detachable ceiling fans upon expiration or earlier termination of this Lease in good condition, wear and tear and damage by casualty only excepted. The Tenant shall remove the items highlighted in green on Exhibit B together with all personal belongings or equipment. Also, the Tenant shall repair any damage caused by its removal of any equipment.

5. BASE RENT:

From the Commencement Date, the Tenant shall pay to Landlord the following Base Rent: \$5.00 PSF NNN.

Lease Year	Annual Base Rent	Monthly Base Rent
Term:		
1 st	\$98,979.74	\$10,416.66
	• Rent abated for months 4, 5 and part of 6. (Total rent abatement of \$26,020.18)	
2 nd	\$127,499.92	\$10,624.99
3 rd	\$130,049.92	\$10,837.49
4 th	\$132,650.92	\$11,054.24
5 th	\$135,303.93	\$11,275.33

First Option if Exercised:

1 st	\$151,811.11	\$12,650.93
2 nd	\$154,847.33	\$12,903.94
3 rd	\$157,944.28	\$13,162.02
4 th	\$161,103.16	\$13,425.26
5 th	\$164,325.23	\$13,693.77

Second Option if Exercised:

1 st	\$167,611.73	\$13,967.64
2 nd	\$170,963.97	\$14,247.00
3 rd	\$174,383.25	\$14,531.94
4 th	\$177,870.91	\$14,822.58
5 th	\$181,428.33	\$15,119.03

All Base Rent and Additional Rent shall be payable in advance in equal monthly installments on the first day of each month during the term, 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: Lot 13 LLC, 100 Silver Street, Portland, Maine 04101. If Tenant does not pay Base Rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms 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 payment that Tenant fails to pay after the due date. The late charge shall be equal to four percent (4%) of the total amount due Landlord. The first month's rent shall be payable upon execution and delivery of this Lease.

6. RENEWAL OPTION. So long as Tenant is not then in default of this Lease, Tenant shall have the option to renew this Lease for Two (2) periods of Five (5) years. In order to exercise Tenant's option, Tenant shall notify Landlord in writing by Certified or Registered Mail, or overnight carrier of its intention to exercise its option not less than 365 days prior to the end of the then current term, said renewal to be upon the same terms and conditions as set forth in this Lease except Base Rent which shall be as outlined in Section 5 above.

In the event that Tenant fails to perform its obligations under this Section, time being of the essence, the option shall be deemed not to have been exercised.

7. INTENTIONALLY DELETED.

8. RENT ADJUSTMENT:

A. Taxes: Tenant will pay to Landlord as additional rent hereunder, in accordance with subparagraph C of this Article, 100% of all real estate taxes and assessments on the land and Buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and cost incurred in obtaining the same, if any, shall be refunded to Tenant.

B. Operating Costs: Tenant shall pay to Landlord as additional rent hereunder in accordance with subparagraph C of this Article, 100% of all operating costs per annum of the Building ("CAM") and its appurtenances and all exterior areas, yards, plazas, sidewalks, driveways, parking areas and area lighting, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the Building but related thereto and the parcels of land on which they are located said Building appurtenances, exterior areas, and land hereinafter referred to in total as the "Building". Operating expenses include, but are not limited to: (i) all costs of any reasonable and customary casualty and liability insurance carried by Landlord related to the Building a copy of 2013 policy to be provided prior to lease execution OK; (ii) all costs of maintaining Building equipment, lighting, life safety equipment, non-capital roof repairs and all other repairs, improvement and replacements required by law or necessary to keep the Building in a well maintained condition; (iii) all costs of snow removal, landscaping and grounds care; (iv) all costs of the management of the Building, including without limitation reasonable and customary property management fees; and (v) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the Building by Landlord. Tenant's share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year. Tenant shall not be responsible for capital expenditures, roof replacement or repair of structural defects. Notwithstanding the foregoing, Tenant shall be liable for any repair necessitated by Tenant's negligence.

C. Payment. During each year of the term of this Lease, Tenant shall make monthly estimated payments to Landlord, as additional rent for Tenant's share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with Base Rent payments and shall be equal to one-twelfth (1/12) of Tenant's annualized share of Landlord's real estate taxes and operating expenses for the current year. After the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of such real estate taxes and operating expense also showing Tenant's share of the same. Tenant shall have the right to audit Landlord's books and records with respect to operating expenses for a period of two years after receiving Landlord's statement Tenant shall within thirty (30) days after such delivery, pay Tenant's share to Landlord, as additional rent, less any estimated payments. If the estimated payments exceed Tenant's share, then the excess shall be applied to the next year's monthly payments for estimated increases.

Estimated CAM is \$2,900.00 per month and estimated Real Estate tax charges are \$2,750.00 per month for the first year and are due on before the first of each month. Landlord to provide itemized 2013 CAM charges prior to lease execution OK.

9. UTILITIES: Tenant shall pay for all utilities servicing the Premises directly including but not limited to water and sewer, electricity, gas, oil, cable, and telephone, catch basin, roof drains, and all other utilities and services used or consumed on the Demised Premises either by separate meter; sub-meter; or its pro-rata share. Tenant shall immediately place all separately metered utility accounts in to its name directly. The Tenant shall reimburse Landlord for the costs of sub-metered or pro-rata share utilities within 30 days of Landlord's invoice therefore as Additional Rent. Tenant additionally agrees to pay for all licenses and permits for the same.

The Tenant shall furnish at Tenant's cost a dumpster for Tenant's trash removal and/or removal of recyclable materials, and Tenant agrees to keep trash from accumulating in and around the area of any dumpster.

In the event that Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the written consent of the Landlord. The Landlord shall not be liable for any interruption in utilities or services.

10. **USE OF THE LEASED PREMISES:** The Tenant shall use the leased premises only as a trampoline park and related office uses.

11. **COMPLIANCE WITH LAWS:** The Tenant agrees to Comply with all Federal, State and local laws, rules and ordinances.

12. **MAINTENANCE:**

A. **Tenant's Obligations.** Tenant acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the Tenant holds any part of said premises to keep the entire interior of the leased premises and loading docks, including but not limited to life safety systems, sprinkler system, heating, air conditioning and plumbing systems and fixtures (and other utility services and facilities to the leased premises), and plate glass, in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear only excepted. Tenant agrees that it will have the air-conditioning and heating systems thoroughly inspected and serviced at least twice in each calendar year -- once during the spring season and once during the fall season of each year -- and furnish certificates of the same to Landlord after each such inspection, plus pay for such service calls including the cost of parts and labor, related to the maintenance of said system.

B. **Landlord's Obligations.** The Landlord shall perform the exterior and grounds maintenance including but not limited to the snow plowing and ice treatment to the parking area and sidewalk; grounds maintenance; landscaping; repairs to exterior building and roof; repairs to area lighting; stripping and parking lot repairs, to be reimbursed by the Tenant pursuant to the terms of Section 8.

13. **ALTERATIONS - ADDITIONS:** The Tenant shall not make structural alterations or additions, or permit the making of any holes in any part of said Building (except for the installation of Tenant's racking), or paint or place any signs, drapes, curtains, shades, awning, aerials or flagpoles or the like, visible from outside the leased premises, that is, from outdoors or from any corridor or other common area within the Building, without on each occasion obtaining prior written consent of the Landlord, which shall not be unreasonably withheld or delay. Tenant shall not suffer or permit any lien of any nature or description to be placed against the Building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately bond and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature of description to attach or to be placed upon the Landlord's title or interest in the Building, the premises, or any portion thereof.

14. **ASSIGNMENT-SUBLETTING:** The Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the demised premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance, which consent shall not be unreasonably withheld. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein shall remain fully liable for the obligations of Tenant hereunder,

including without limitation, the obligation to pay the rent and other amounts provided under this lease. Landlord shall receive any "profit" from sublease charges over Tenant's lease expense. Tenant may freely assign or sublease to entities controlling, controlled by, or under control with Tenant.

15. SUBORDINATION AND QUIET ENJOYMENT: This lease shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided (ii) the continuing validity and enforceability of such non-disturbance agreement. Provided the Tenant performs all of its obligations under this lease, the Tenant shall be entitled to the quiet enjoyment of the leased premise.

16. LANDLORD'S ACCESS: The Landlord or agents of the Landlord may, at all reasonable times upon reasonable notice during the term of this lease, enter the leased premise (i) to examine the leased premises and, if Landlord shall so elect, to make any repairs or additions Landlord may deem reasonably necessary (ii) to show the leased premises to prospective purchasers and mortgages, and (iii) to show the leased premises to prospective tenants during the six (6) months before the expiration of this lease to affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and to keep the same so affixed without hindrance or molestation. Provided Landlord shall use reasonable efforts to interference with Tenant's use and enjoyment of the Premises in exercising any of its rights pursuant to this Paragraph 16.

17. INDEMNIFICATION AND LIABILITY: Tenant will defend and, except to the extent caused by the gross negligence or willful misconduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, and in connection with the occupancy or use by Tenant of the leased premises or any part of Landlord's property or the Building and occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, invitees, licensees or concessionaires, or its or their respective agents, servants or employees (collectively, the "Tenant Parties"). The defaulting party shall also pay the non-defaulting party's expenses, including reasonable attorneys' fees, , incurred by the non-defaulting party in enforcing any obligation, covenant or agreement of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by Tenant or any person claiming through Tenant, including all Tenant Parties, due to the Building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to any act or neglect of any tenant of the Building or of any employee or visitor of Tenant, unless caused by the gross negligence or willful misconduct of the Landlord. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by the Tenant or others. Landlord agrees it shall maintain casualty insurance insuring the Property excluding Tenant's personal property.

18. TENANT'S LIABILITY INSURANCE: Tenant shall (i) insure Tenant, Landlord and Landlord's Mortgagee, as their interests appear, with general public liability coverage on the leased premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (2,000,000.00) in the aggregate; with an additional excess / umbrella of Three Million (\$3,000,000.00) per occurrence; and Three Million (\$3,000,000.00) in the aggregate; with deductibles of not less than \$5,000 per occurrence, and (ii) insure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the leased premise under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation. The Tenant shall deposit with the Landlord certificates for such insurance prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein. The Tenant acknowledges that default of the terms and conditions of this Section constitutes a material default of this Lease, and in addition to any other rights and remedies the Landlord may have under Section 20, the Landlord may immediately secure insurance coverage in the limits required hereunder and naming the Landlord as additional insured, all at the sole cost and expense of the Tenant as Additional Rent to the Landlord.

19. FIRE, CASUALTY-EMINENT DOMAIN: Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and the Landlord does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what remains thereof, shall have been put in proper condition for use and occupation. Landlord reserves and expects all rights to damages to the leased premises and Building and leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord from time to time request except for Tenant's trade fixtures and moving expenses. Landlord shall give Tenant notice of its decision to terminate this lease or restore said premises within sixty (60) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the leased premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use.

20. DEFAULT AND BANKRUPTCY: In the event that:

- A. The Tenant shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within ten (10) days after written notice thereof; or
- B. The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder (except Section 18) and such default shall not be corrected within twenty (20) days after written notice thereof or such longer period of time as may be required to cure such default, as long as Tenant is diligently proceeding to cure; or

- C. The Tenant shall default under Section 18 and such default shall not be corrected within three (3) days of written notice; or
- D. The leasehold hereby created shall be taken upon execution, or by other process of law; or
- E. Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction or take charge of all or any part of Tenant's property, or petition is filed by Tenant under any bankruptcy, insolvency, or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord shall be entitled to all remedies available to Landlord at law and equity, including without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the Tenant, or enter into and upon the leased premises or any part thereof in the name of the whole and repossesses the same as of its former estate, and expel Tenant and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this lease shall terminate but all of Landlord's rights and remedies shall survive such termination. Upon any such termination of the Lease, Tenant shall quit and peacefully surrender the leased premises to Landlord, and Landlord, upon or at any such termination, may without further notice, enter upon the leased premises and repossess itself thereof, by force, summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the leased premises without being liable to prosecution therefor, and may have, hold and enjoy the leased premises and the rights to receive all rental income of an form the same. No such termination of this Lease, or such proceedings, abandonment or vacancy, shall relieve Tenant of its liability and obligations under this Lease, whether or not the leased premises shall be relet, and Tenant covenants and agrees, in the event of any such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, to remain liable to Landlord as follows:

(1) Tenant shall remain liable to Landlord all overdue Rent, additional rent, CAM charges and other charges, including reasonable attorneys' fees, payable under the Lease; and in addition,

(2) The Landlord may accelerate and immediately declare due by Tenant upon termination of this Lease, as liquidated damages, an amount equal to the total of Rent, additional rent and any other payments by Tenant called for hereunder for the remainder of the term

Landlord agrees that it shall use reasonable efforts to mitigate its damages following any termination of this Lease on account of the default of Tenant, provided any proceeds received from a reletting shall be net of Landlord's reasonable expenses during the remainder of such term in connection with any reletting of the leased premises, including reasonable attorneys' fees, brokerage commissions, and costs of preparing the leased premises for reletting. Tenant submits to the jurisdiction of the Courts of the State of Maine and of any federal court located within the State of Maine in connection with any suit or

proceeding arising out of this Lease. Landlord shall be entitled to recover from Tenant, on demand, all costs of collection under and enforcement of this Lease, including reasonable attorneys' fees.

21. NOTICE: Any notice from Landlord to Tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed registered or certified mail, return receipt requested, postage prepaid or by overnight carrier, address to Tenant at the Premises. Any notice from the Tenant to the Landlord relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Landlord by registered or certified mail, return receipt requested, postage prepaid or by overnight carrier, addressed to the Landlord at Landlord's address set forth in Article 1, or at such address as the Landlord may from time to time advise in writing.

22. SURRENDER: The Tenant shall at the expiration or other termination of the lease peaceably yield up the leased premises and all additions, alterations and improvements thereto and other trade fixtures in good order, repair and condition, damage by fire, unavoidable casualty, reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the leased premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.

23. HAZARDOUS MATERIALS: Tenant covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Tenant, its agent or employees, may use, handle store or generate in the conduct of its business at the leased premises Tenant will: (i) comply with all applicable laws, ordinance and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) the Tenant will with advance notice and at all reasonable times permit Landlord or its agents or employees to enter the leased premises to examine the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from Landlord copies of all records which Tenant may be obligated by federal, state and/or local law to obtain and; (iv) that upon termination of this lease, Tenant will, at its expense, remove all Hazardous Materials from the leased premises which came to exist on, in or under the leased premises during the term of this lease caused by Tenant, or any extensions thereof from the leased premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (v) Tenant further agrees to deliver the leased premises to Landlord at the termination of this lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this lease or any extensions thereof caused by Tenant. The terms of this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinance or regulations, whether federal, state or local.

24. LIMITATION OF LIABILITY: Tenant agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord it being agreed that Landlord is not personally liable for any such judgment. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving personal liability of Landlord.

25. **LANDLORD DEFAULT:** Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

26. **WAIVER OF RIGHTS:** No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any breach of the same or other covenant, condition or duty.

27. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective successors and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person, except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

28. **HOLDOVER:** If Tenant fails to vacate the leased premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to two hundred percent (200%) of the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the Landlord for Tenant to holdover at the termination of this lease and terms of this holdover provision shall not preclude Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the leased premises at the termination of this lease.

29. **MISCELLANEOUS:**

A. If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Landlord and Tenant agree that this lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this lease or its application to any person or circumstances shall to any extent 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. The submission of this lease or a summary of some or all its provisions for examination by Tenant does not constitute a reservation of or option for the premises or an 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 therewith. All negotiations, considerations, representation and understandings between Landlord and Tenant are incorporated herein and no other 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.

30. CONFIDENTIALITY:

Tenant acknowledges that disclosing any information regarding the terms and conditions of this Lease could be detrimental to the Landlord. Tenant shall not disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

31. SECURITY DEPOSIT. The Tenant shall, upon execution of this Lease, deposit with the Landlord the sum of \$10,416.66 to be held by the Landlord as security for the full and faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease, and will be returned to the Tenant provided the Tenant has vacated the Premises and has otherwise fully and faithfully carried out all of the said covenants, terms, and conditions on Tenant's part to be performed hereunder. No interest will be paid on said deposit.

32. BROKERAGE: The Landlord and Tenant acknowledge that there is no other Broker in connection with this Lease other than Commercial Properties, Inc. and PPC Commercial, to which the Landlord shall pay a commission / fee pursuant to a separate agreement upon rent commencement.


In Witness Whereof, the said parties hereunto have set their hands and seals this 21 day of March 2014

LANDLORD:
LOT 13, LLC

By: _____
Its: _____

Witness


TENANT:
Get Air Portland ME, LLC


By: 
Its: Managing Member-
Trampoline Parks
Consulting, LLC

Witness


GUARANTY

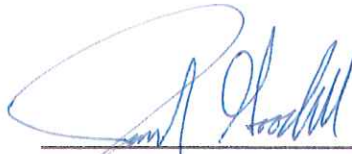
In consideration of the execution of the within Lease by the Landlord, at the request of the undersigned and in reliance on this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all the terms, covenants and conditions provided in said Lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in manner of payment or performance of any of the terms and conditions of the said Lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said Lease, and any modifications thereof, including the subletting and changing modifications thereof, including the subletting and changing of the use of the Premises, all without notice to the under-signed. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within Lease and in enforcing this guaranty.

Witness: 


Val R. Iverson, Individually

Date: 03/24/2014

Witness: 


Jacob Goodell, Individually

Date: 03/24/2014

Witness: _____


Alan McEwan, Individually

Date: _____



Ogden Business Banking Center
MAC U1322-012
2389 Washington Blvd.
Suite 110
Ogden, UT 84401

Date: 06/09/2014

Re: Get Air Portland ME, LLC

To Whom It May Concern:

This letter is to confirm that the Get Air Portland ME, LLC and Get Air Management relationship in it's entirety has maintained a highly-valued current financial relationship with Wells Fargo Bank. The company maintains a deposit account with large balances with our bank which is currently purposed as a holding account for the establishment and startup costs for the Get Air Portland Maine location.

The account details are as follows:

Account entity is Get air Portland ME, LLC
Type of account is Checking
Account open date is 03/28/2014
Balance as of current is \$211,646.42
All of the accounts are performing satisfactorily

If you have further questions, Please contact me at 801-626-9601.

Thanks,

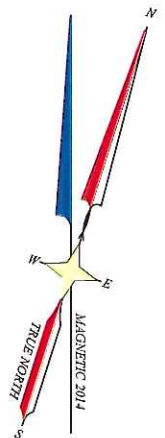
A handwritten signature in black ink, appearing to read "Ryan Olsen".

Ryan Olsen
Business Relationship Manager
Ogden Business Banking

Together we'll go far

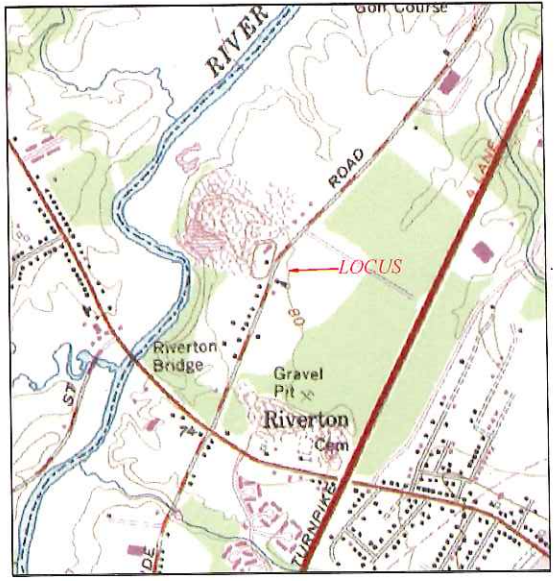
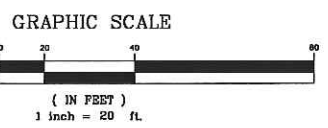


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STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
TAKING
BOOK 13778-PAGE 194
APRIL 1, 1998

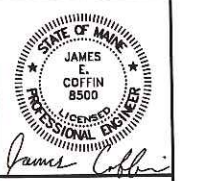


LOCUS MAP
PORTLAND WEST
USGS QUAD SHEET
SCALE 1"=1000'

- GENERAL SITE INFORMATION:**
- OWNER: KOWABUNGA LLC
100 SILVER STREET
PORTLAND, MAINE 04101
 - LESSOR: GET AIR PORTLAND
4074 SOUTH 1900 WEST
ROY, UTAH 84067
 - ZONE: INDUSTRIAL (IM)
 - CBL: 329 B006001
 - PROPERTY LOCATION: 921 RIVERSIDE STREET
 - LOT SIZE: 6.3801 ACRES (CITY RECORDS)
 - IMPERVIOUS AREA: NO ADDITIONAL IMPERVIOUS AREA
 - DEED: BOOK 13872 PAGE 218 (CORRECTIVE DEED)
BOOK 13778 PAGE 280 (CITY RECORDS)
 - PARKING SPACES REQUIRED:
1 SPACE/400 SF (25087 SF BLD) = 63 SPACES
ACTUAL TOTAL PARKING SPACES = 63 SPACES
 - SETBACKS:
MIN SIDE SETBACK: 1' PER EVERY 1' BUILDING HEIGHT UP TO 25'
MIN REAR SETBACK: 1' PER EVERY 1' BUILDING HEIGHT UP TO 25'
MIN FRONT SETBACK: 1' PER EVERY 1' BUILDING HEIGHT

LEGEND

● IRON ROD FOUND	--- EXISTING CONTOUR
○ IRON PIPE FOUND	— SURVEYED LINE
○ DRILL HOLE IN LEDGE	— STOCKADE FENCE
■ GRANITE MONUMENT FOUND	— WIRE FENCE
○ 5/8" REBAR PROPOSED	— GUARDRAIL
○ UTILITY POLE	— STONE WALL
○ GUY ANCHOR	— CATCH BASIN
— OVERHEAD UTILITY LINE	— STORM PIPE
— BELOW GROUND ELECTRIC	○ SANITARY MANHOLE
○ SHOEBOX LIGHT	○ SANITARY PUMP STATION
○ WALL LIGHT	— SANITARY LINE
○ HYDRANT	— SETBACK
○ WATER VALVE	— FLAG
○ WELL	○ TEST PIT
○ MONITORING WELL	○ CONIFEROUS TREE
— UNDERGROUND WATER LINE	○ DECIDUOUS TREE
— SIGN	— VEGETATION
— PRIOR OWNER	— APPROXIMATE WETLANDS



E.S. COFFIN
ENGINEERING
SURVEYING
INC.
425 Camp Road, P.O. Box 4687, Jay, Maine 04959
Ph: (207) 625-8475 Fax: (207) 625-8476 Toll Free: 1-800-243-8475

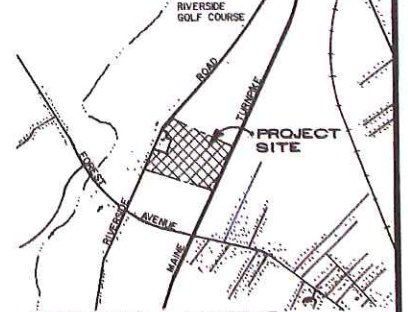
NO.	REVISIONS	DATE

PROPOSED SITE PLAN
SCALE: 1 INCH=20 FEET
DRAWN BY: TGH
CHECKED BY: JEC
DATE: JUNE 16, 2014

CLIENT/PROJECT: GET AIR PORTLAND
LOCATION: 921 RIVERSIDE STREET
TOWN: PORTLAND
COUNTY: CUMBERLAND
STATE: MAINE
PROJ. NO.: 2014-112
C-1

MAINE TURNPIKE AUTHORITY
MAINE TPK SECTION 2 - PORTLAND TO AUGUSTA

LOCATION MAP
SCALE 1" = 2000'



GENERAL NOTES

- RECORD OWNERS ARE PORTLAND VENTURE PARTNERS & RIVERSIDE INDUSTRIAL PARK, INC. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 8952 PAGE 327 AND BOOK 2806 PAGE 441, RESPECTIVELY.
- PROJECT IS LOCATED IN THE "I-1" ZONING DISTRICT
- PROJECT AREA:

LOTS	= 52.01 AC
ROAD R.O.W.	= 3.57 AC
TOTAL	= 55.58 AC

 EXISTING LOT 7 = 1.88 AC
 ADJ'L ROAD R.O.W. = 0.51 AC
 AMENDED LOT 7 = 1.37 AC
- TOPOGRAPHIC INFORMATION PREPARED BY LAND USE CONSULTANTS FROM ON SITE FIELD SURVEY
- PERMETER BOUNDARY FROM A SURVEY FOR DELTA REALTY CO. INC. BY LAND USE CONSULTANTS JEFFREY H. McALLISTER, R.L.S. #263.
- GRANTEE RIGHT OF WAY MONUMENTS TO BE SET 3' INSIDE THE RIGHT OF WAY PER CITY OF PORTLAND STANDARDS.
- ALL TELEPHONE & ELECTRIC SERVICE LINES SHALL BE INSTALLED ABOVE GROUND. ALL ELECTRIC UTILITY LINES FROM THE SERVICE POLE TO ANY BUILDINGS IN SUBDIVISION SHALL BE LOCATED UNDERGROUND.

LEGEND

- PROPERTY LINE
- IRON PIPE FOUND
- 5/8" IRON REBAR TO BE SET
- GRANITE MON. FOUND
- GRANITE MON. TO BE SET

CURVE DATA

Δ	R	T	L	CH
21° 34' 34"	1350.00'	257.24'	508.38'	505.38'
98° 30' 15"	385.00'	446.85'	661.90'	583.34'

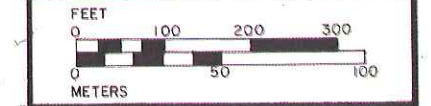
SEPT. 9, 1986	Revised note one
AUGUST 26, 1986	Added 30' Preservation Buffer around Spurwink School
AUGUST 26, 1986	Added Underground Electrical Utility Line note (General Note no. 7)
DATE:	REVISIONS:

TURNPIKE INDUSTRIAL PARK
RIVERSIDE STREET, PORTLAND ME.

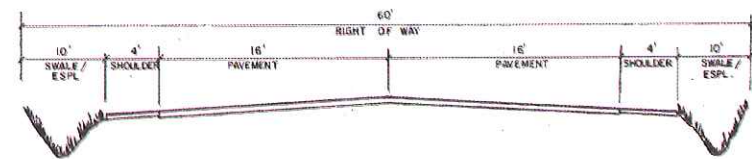
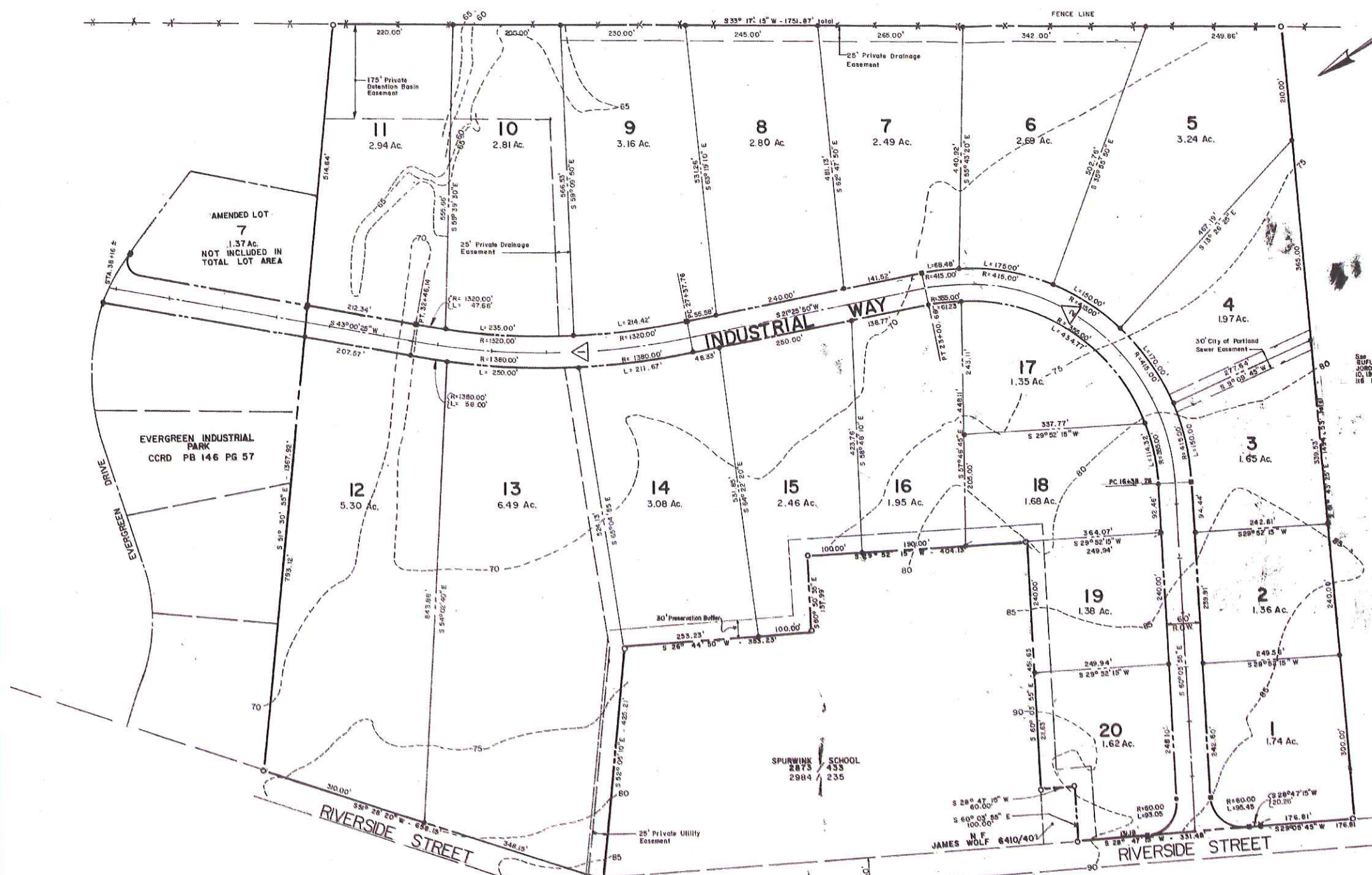
RECORDING PLAT

PORTLAND VENTURE PARTNERS
100 SILVER ST.
PORTLAND ME.

DATE: MARCH 25, 1986	JOB NO: 1531
DRN:KVN	CHK:JHM
FIELD BK:	
SCALE: 1"=100'	SHEET 1 OF 1



LUC LAND USE CONSULTANTS
Land Planners • Engineers • Surveyors
17 Commercial Street, Portland, Maine 04101
207-721-8892



TYPICAL ROAD SECTION
NO SCALE

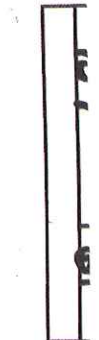
APPROVED
CITY OF PORTLAND PLANNING BOARD DATE 9/14/86
Jack Kennebec
Barbara Vesta
William J. Foster
Richard R. O'Brien
Charles Bowen



State of Maine, Cumberland Co.
Registry of Deeds
Received September 17, 1986
at 8:30 A.M. and recorded in
Plan Book 1537 Page 64
Attest *Jeffrey H. McAllister*
Register

4/25/86
Date
Jeffrey H. McAllister
Maine Registered Land Surveyor No. 1263
Land Use Consultants, Inc.
Portland, Maine

I hereby certify to Portland Venture Partners that this plan depicts the results of a field survey made March 1986 and February 1986 and is correct according to the best of my knowledge, information, and belief that the survey plan conforms to a Category I Condition survey according to the Standards of the Maine Board of Registration for Land Surveyors.



DOOR SCHEDULE					
NO.	QUANTITY	SIZE	TYPE	FRAME	REMARKS
①	2	EXISTING 3'-0" x 7'-0"	EXISTING FULL GLASS STOREFRONT	METAL	HINGES, PUSH PLATE, PULL HANDLE, CLOSER, ENTRY LOCKSET
②	4	EXISTING 3'-0" x 6'-8"	EXISTING SOLID WOOD	METAL	HINGES, LEVER HARDWARE, ENTRY LOCKSET
③	2	EXISTING 2'-0" x 6'-8"	EXISTING SOLID WOOD	METAL	HINGES, PUSH PLATE, PULL HANDLE, CLOSER
④	1	EXISTING 3'-0" x 6'-8"	EXISTING HOLLOW METAL	METAL	HINGES, LEVER HARDWARE, PRIVACY LOCKSET
⑤	3	EXISTING 3'-0" x 7'-0"	EXISTING METAL INSULATED	METAL	HINGES, EXTENSION LEVER HARDWARE, INTERIOR PULL HANDLE, ENTRY LOCKSET, CLOSER
⑥	3	EXISTING 3'-0" x 7'-0"	EXISTING METAL INSULATED	METAL	HINGES, LEVER HARDWARE, PRIVACY LOCKSET
⑦	1	EXISTING 3'-0" x 6'-8"	EXISTING HOLLOW METAL	METAL	HINGES, LEVER HARDWARE, ENTRY LOCKSET, CLOSER, INTERIOR PULL HANDLE
⑧	1	EXISTING 3'-0" x 6'-8"	EXISTING HALF GLASS SOLID WOOD	METAL	HINGES, LEVER HARDWARE
⑨	2	3'-0" x 6'-8"	HOLLOW METAL	METAL	HINGES, LEVER HARDWARE, ENTRY LOCKSET
⑩	1	3'-0" x 6'-8"	EXISTING HOLLOW METAL	METAL	HINGES, LEVER HARDWARE, CHANGE TO PRIVACY LOCKSET
⑪	2	3'-0" x 6'-8"	HOLLOW METAL	METAL	HINGES, LEVER HARDWARE

WINDOW SCHEDULE				
NO.	QUANTITY	UNIT DIMENSION	TYPE	FRAME
①	1	5'-0" x 5'-0"	STOREFRONT	METAL

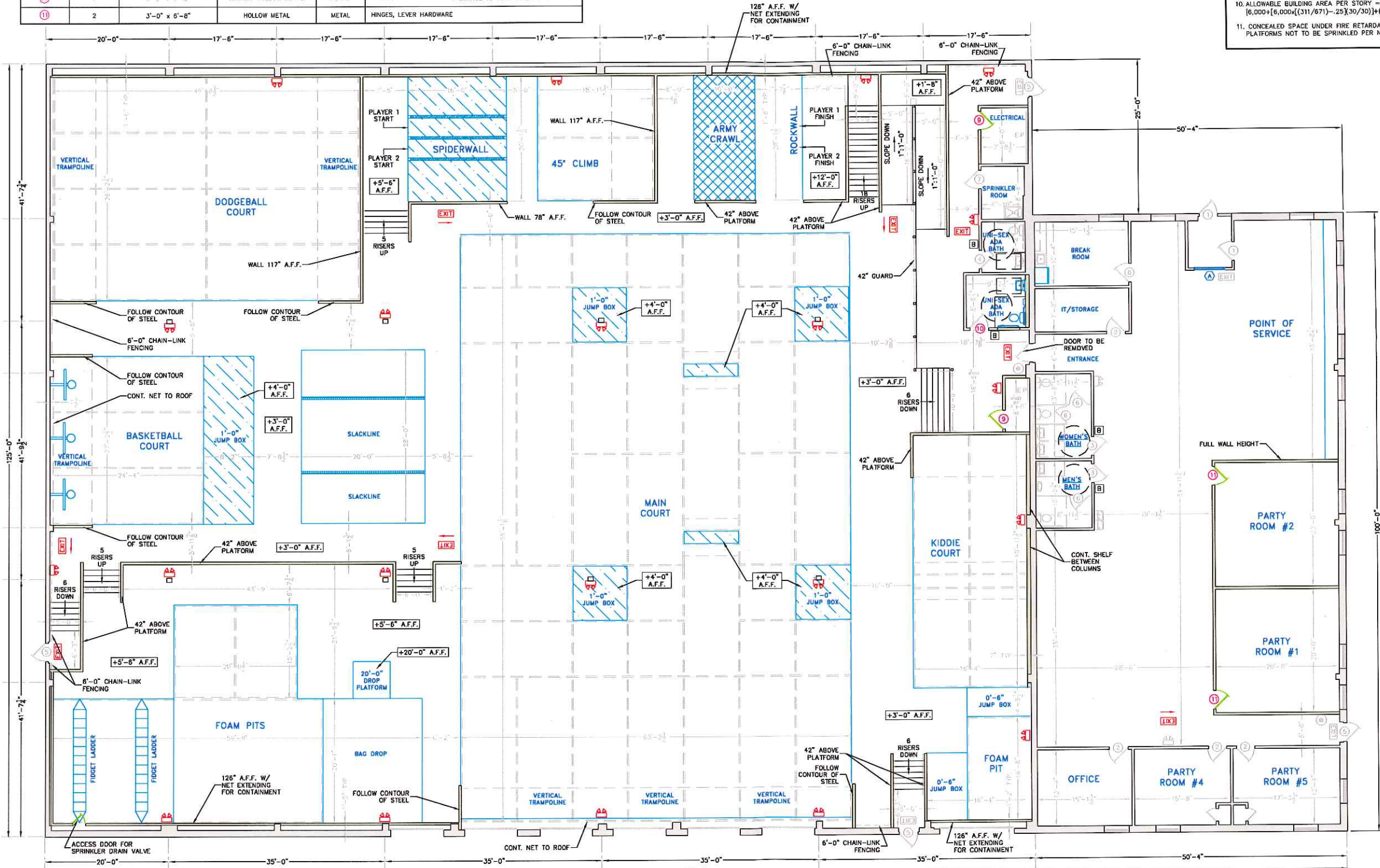
LEGEND

- EXISTING WALL
- PROPOSED WALL
- EXIT SIGN
- EMERGENCY LIGHTING
- FIRE EXTINGUISHER
- BRAILLE SIGNAGE

- PLAN SUBMISSION NOTES & CODE SUMMARY**
- THIS PLAN IS FOR CITY OF PORTLAND BUILDING CODE, LIFE SAFETY CODE, ADA, FIRE MARSHAL AND OCCUPANCY APPROVAL ONLY.
 - PLAN BASED ON PLAN PROVIDED BY THE LESSOR.
 - THE PLUMBING, ELECTRICAL, AND MECHANICAL DESIGN OF THE BUILDING IS BY THE OWNER.
 - IBC USE GROUP: ASSEMBLY (A-3)
 - NFPA LIFE SAFETY OCCUPANCY: ASSEMBLY
 - CONSTRUCTION TYPE: TYPE V B (UNPROTECTED) PRE-ENGINEERED METAL BUILDING EXTERIOR WITH INTERIOR FIRE RETARDANT WOOD SHEATHING FOR PLATFORMS WITH METAL STUD FRAMING
 - BUILDING FULLY EQUIPPED WITH NFPA 13 SPRINKLED SYSTEM
 - ALLOWABLE BUILDING HEIGHT = (2) STORIES (SPRINKLED)
 - TABULAR BUILDING AREA PER STORY = 6,000 SF
 - ALLOWABLE BUILDING AREA PER STORY = $[6,000 + \{16,000 \times (311/671) - 25\} \times (30/30)] + \{6,000 \times (3)\} = 25,281 \text{ SF}$
 - CONCEALED SPACE UNDER FIRE RETARDANT WOOD FRAMED PLATFORMS NOT TO BE SPRINKLED PER NFPA 13 SECTION 8.15.1.2.11

STATE OF MAINE
BENJAMIN MURRAY
NO. 10128
LICENSED PROFESSIONAL ENGINEER

E.S. COFFIN
ENGINEERING & SURVEYING
E.S. COFFIN ENGINEERING & SURVEYING, INC.
433 Cong. Road, P.O. Box 4887 Augusta, Maine 04330
PH: (207) 625-9415 Fax: (207) 623-9016 Toll Free 1-800-244-9475



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

NO.	DATE	REVISIONS

CLIENT & PROJECT: **GET AIR PORTLAND FITUP PLAN**

LOCATION: 921 RIVERSIDE STREET

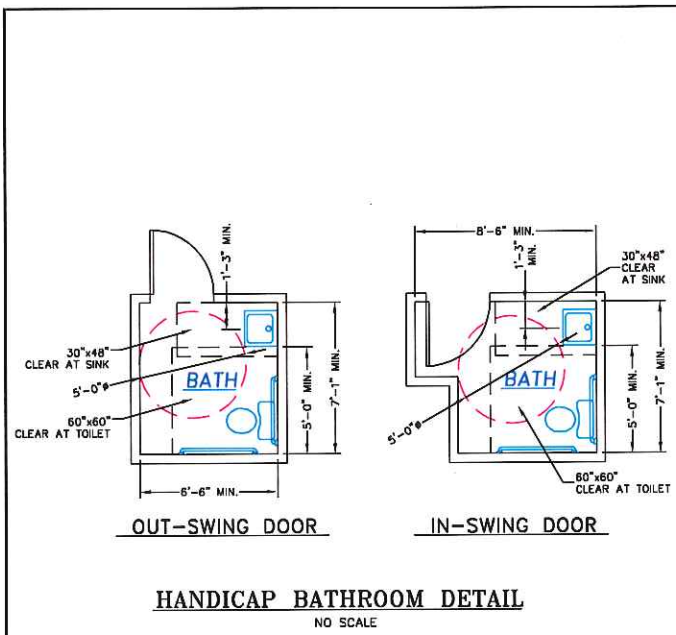
TOWN: PORTLAND COUNTY: CUMBERLAND STATE: MAINE

SCALE: 1/8" = 1'-0"

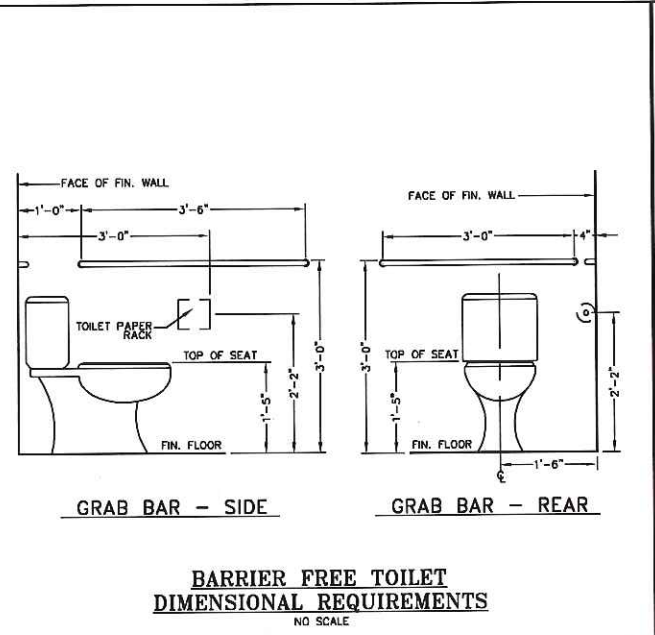
DRAWN BY: JPK
CHECKED BY: BEM

DATE: JUNE 16, 2014

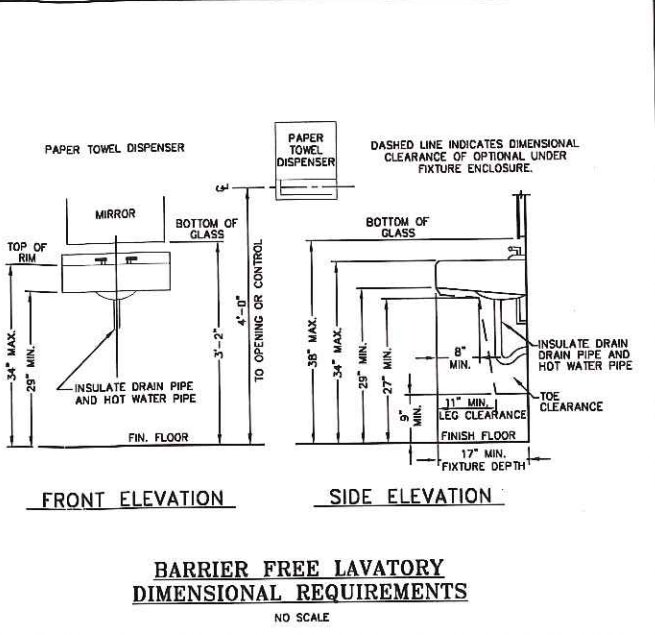
PROJ. NO. 2014-112



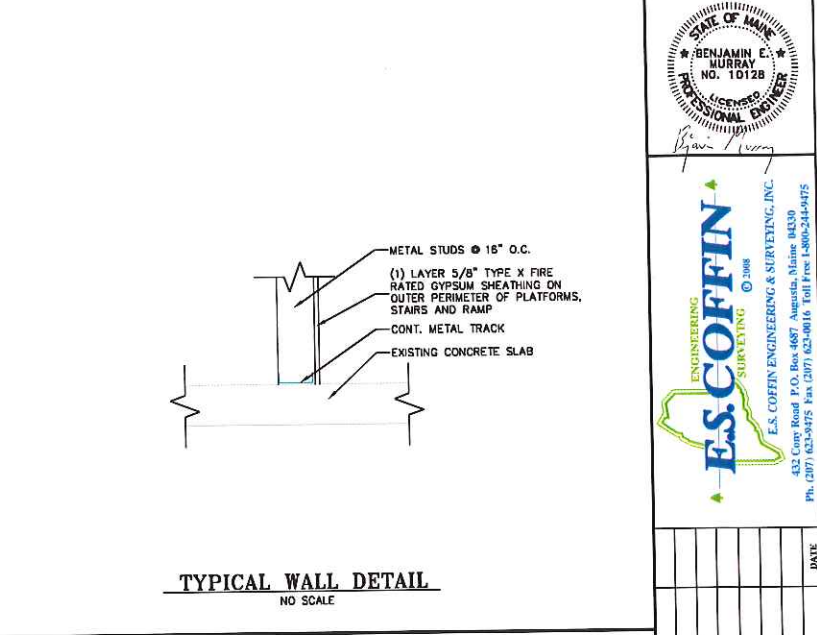
HANDICAP BATHROOM DETAIL
NO SCALE



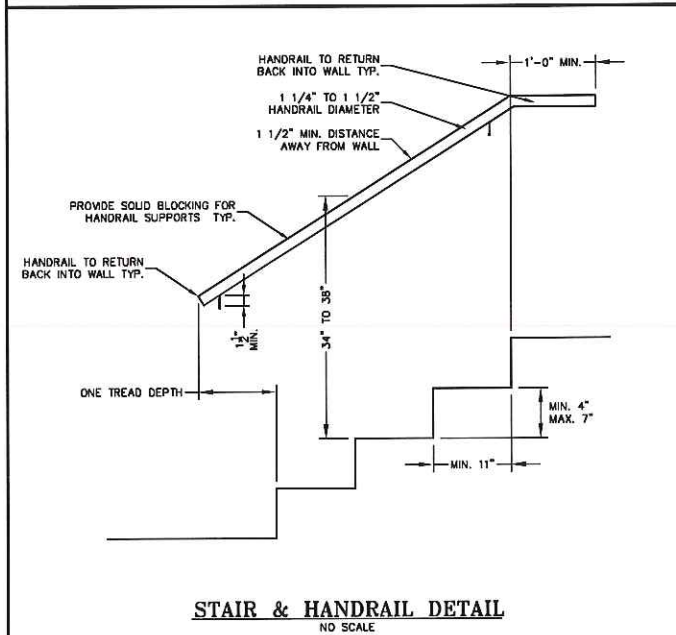
BARRIER FREE TOILET DIMENSIONAL REQUIREMENTS
NO SCALE



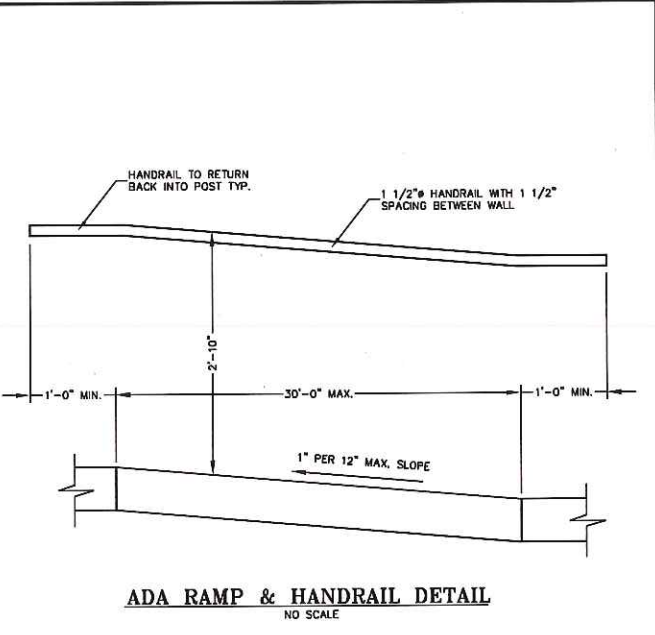
BARRIER FREE LAVATORY DIMENSIONAL REQUIREMENTS
NO SCALE



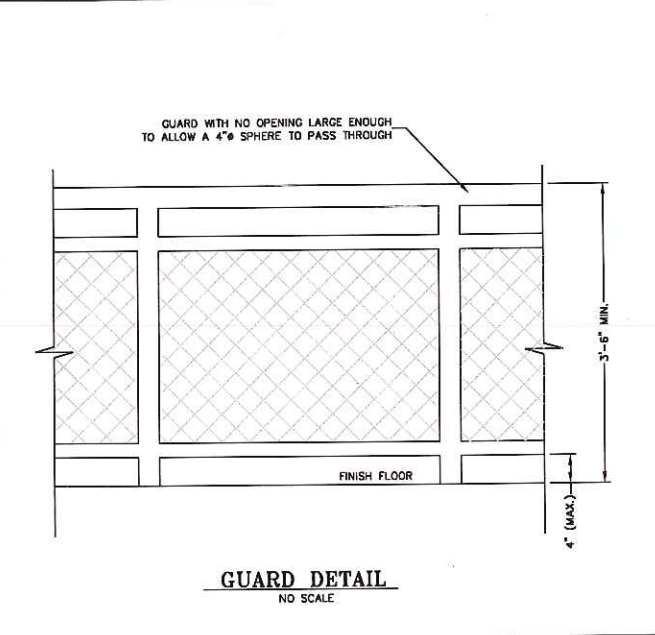
TYPICAL WALL DETAIL
NO SCALE



STAIR & HANDRAIL DETAIL
NO SCALE



ADA RAMP & HANDRAIL DETAIL
NO SCALE



GUARD DETAIL
NO SCALE



E.S. COFFIN
ENGINEERING & SURVEYING, INC.
E.S. COFFIN ENGINEERING & SURVEYING, INC.
433 Court Road P.O. Box 4687 Augusta, Maine 04310
Ph: (207) 625-9475 Fax: (207) 625-9616 Toll Free 1-800-244-9475

NO.	REVISIONS	DATE

DETAILS

SHEET TITLE: **GET AIR PORTLAND FITUP PLAN**

SCALE: AS SHOWN

DATE: JUNE 16, 2014

DRAWN BY: JPK

CHECKED BY: BEM

CLIENT & PROJECT: **GET AIR PORTLAND FITUP PLAN**

LOCATION: 921 RIVERSIDE STREET

TOWN: PORTLAND COUNTY: CUMBERLAND STATE: MAINE