

LU-24-128

SWET STUDIOS LAND USE APPLICATION

7/23/2024

Units 17 & 18

2800 Lafayette Rd

Portsmouth NH 03801

Submitted by SWET Studios LLC and Martini Northern LLC



\WET Studios Special Acceptance Narrative  
Units 17 and 18  
2800 Lafayette Rd. Portsmouth NH

\WET Studios will be a new 3800 square foot fitness center for spin, yoga, and strength classes. The business model revolves around having a designated area for spin classes with a separate multipurpose room for strength and yoga. To create the space that will work around the business model, \WET Studios needs to combine Units 17 and 18 of 2800 Lafayette Rd. They plan to do an interior only renovation that combines Units 17 and 18 of 2800 Lafayette Rd. The goal is to create a spin studio with a lobby, changing area, and restrooms in unit 18 with an interior connection to unit 17 that will be a yoga/fitness room. The spin studio will be 1000 square feet. The yoga/strength room will be 870 square feet. The remaining square footage in the space will be for restrooms, lobby, entrance, locker area, storage, and utilities. The interior renovation will consist of new interior walls, flooring, and paint. Modifications to the HVAC system, fire alarm and sprinkler system to accommodate the new layout. \WET Studios is a women owned and run business that will promote healthy lifestyles within the Portsmouth and Seacoast communities.

1. *Standards as provided by this Ordinance for the particular use permitted by special exception; \WET Studios meets this requirement. The gym space is permitted by this ordinance. We are requesting that the size of the fitness studio greater than 2000sqft be allowed. As we feel that we are still conforming to the district zoning ordinance. The existing space in 18 is already used a 2995 square foot fitness studio, we are looking to add 1,125 square feet to meet the needs of the business model.*
2. *No hazard to the public or adjacent property on account of potential fire, explosion or release of toxic materials; \WET Studios meets this requirement. This is a gym space with an interior only renovation. There is no additional fire hazard created.*
3. *No detriment to property values in the vicinity or change in the essential characteristics of any area including residential neighborhoods or business and industrial districts on account of the location or scale of buildings and other structures, parking areas, accessways, odor, smoke, gas, dust, or other pollutant, noise, glare, heat, vibration, or unsightly outdoor storage of equipment, vehicles or other materials; \WET Studios meets this requirement. This is an interior only renovation. There will be music played during spin classes but additional sound insulation and drywall will be added around that room to help with the noise. There will be an STC rating of 58 around the spin room.*
4. *No creation of a traffic safety hazard or a substantial increase in the level of traffic congestion in the vicinity; \WET Studios meets this requirement. The proposed business would have most classes outside of normal business hours and will not create traffic beyond the area's designed capabilities.*
5. *No excessive demand on municipal services, including, but not limited to, water, sewer, waste disposal, police and fire protection and schools; \WET Studios meets this*

requirement. This is an interior only renovation and will use the existing restrooms and services that are already in place. There will not be excessive demand of police, fire protection or schools. This is a fitness studio where trained professionals will be instructing the classes to ensure proper technique and safety requirements are being followed.

6. *No significant increase of stormwater runoff onto adjacent property or streets.* S\WET Studios meets this requirement. No changes to the exterior of the building are happening. Stormwater runoff will not be altered.

6/26/24

SWET STUDIOS LLC  
Tara Patten  
Kelsea Stone  
Lauren Belaidi

RE: Letter of Intent, SWET Studios

Dear Heritage NH, LLC,

This letter sets forth the terms and conditions under which Heritage NH LLC **and/or assigns**, (hereinafter referred to as "Landlord") and SWET STUDIOS LLC **and/or assigns**, (hereinafter referred to as "Tenant") are willing to consider entering into a lease agreement for space at the above-referenced location.

Property: 2800 Lafayette Rd  
Unit 17&18  
Portsmouth, NH 03801

Demised premises: The demised premises contain approximately 4,120 +/- SF of leased space, currently split between 2 units, 17 & 18 that will be connected through 1 or more doorways, paid for by the tenant.

Unit 17: This letter and all terms stated are contingent upon the availability of Unit 17 which is currently leased. Unit 17 will be conveyed with all interior belongings removed from the property in broom clean condition by the proposed commencement date. Tenant to pay \$2,500 fee to Landlord at closing to relocate existing Tenant.

Use: Tenant will use the demised premises for a fitness studio doing business under the name SWET and/or SWET Studios and offer scheduled classes that are open to the public and paid for by drop in rate or membership. Classes will be 45 mins and include indoor cycling, strength training, and heated mat based yoga and pilates. There will be approximately 2 heated (90 degrees) classes per day which will require Infrared Heat Panels to be installed and used in the front section of Unit 17. Heat panels will only be in use during the class time and will be on a wifi controlled thermostat. See attached specifications and information.

Base Rent: \$22 per square foot annually, paid monthly, with 3% annual increases.

Lease Term: Five (5) years

Renewal Option: Two, five (5) year options to be exercised, in writing, at least one hundred eighty (180) days prior to the end of the preceding term

Triple Nets: Tenant shall pay \$5 per square foot for all common area expenses, paid monthly.

Lease Commencement Date: The Lease shall commence on August 1, 2024.

Delivery Date: Landlord will deliver possession of the Property on the Lease Commencement Date of August 1, 2024

Deferred Rent & Triple Nets: Monthly base rent and triple nets shall begin 3 months from the lease commencement date.

Security Deposit: Tenant shall pay a security deposit in the amount of \$25,000, with \$15,000 returned at the end of one year if lease is in good standing.

Landlord's Work: Landlord shall convey the property as is with all interior belongings removed from the property EXCEPT all black rubber flooring, white front desk cabinet, white retail metal rack, and all bathroom fixtures and equipment as seen on 5/14/24. Landlord shall fix/repair the leak in the roof as seen on 5/14/24 prior to lease signing.

Tenant's Work: Any and all modifications to the building by Tenant or Tenant's agent shall be submitted to Landlord for its written approval prior to lease signing. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances. All such modifications made by or on behalf of Tenant shall be the property of the Landlord, with the exception of standard trade fixtures and heat panels.

Maintenance: Landlord shall convey the premises in good and satisfactory order at the time of commencement. Landlord agrees to maintain and repair the roof, exterior walls, and structure of the building as needed. Tenant shall keep all interior systems in good working order of the same condition as they are in at the commencement of the lease. Tenant shall schedule routine maintenance for HVAC systems and keep records, and make any repairs deemed necessary by regular use and/or by fault of the tenant. Landlord shall replace any system that is no longer in working order, not at the fault of the tenant but due to age as long as there is proven routine maintenance.

Subleasing: Tenant shall have the right to sublease the Property with Landlord's approval of Sublessee.

Non-Compete Landlord will be restricted from entering into lease agreements for any fitness or like-kind business other than what is already in place or their replacements at the lease commencement date.

Signage: Tenant may install signs in, on and about the Property to the maximum extent permitted by the Landlord and local law. This includes the largest sign on the Directory Board (currently blank).

Parking: Landlord agrees to allow Tenant to non-exclusive use of all common parking areas at the property.

Hours of Operation: Tenant agrees that the hours of operation shall be consistent with any state or town regulations.

Insurance: Tenant shall be responsible for taking out any insurance necessary for the operation of their intended uses as required by law.

Permits: Tenant agrees to obtain any and all necessary permits to lawfully operate their business and any aspect of it at the property.

Lease Agreement: These and other terms and conditions will be set forth in detail in a lease to be prepared by the Landlord.

Guarantee:

All owners of Swet Studios, including Tara Patten, Kelsea Stone, Lauren Belaidi shall unconditionally guarantee all of Tenant's obligations under the lease.

Confidentiality:

The existence of this Letter of Intent, as well as its content shall be confidential. The terms and conditions of the Lease shall be confidential, except to the extent that they are: (i) contained in a Notice of Lease; (ii) required to be disclosed to a mortgagee or other secured party; (iii) disclosed by Landlord to a prospective purchaser of the building; or (iv) disclosed by the Tenant to a potential sub-lessor or assignee or other successor, or to another landlord or potential landlord of tenant for purposes of institutionalizing Tenant's lease arrangements.

This letter is intended only as a statement of interest in leasing and for use in preparing a proposed lease. It shall not and is not intended to constitute a legally binding document. The parties' only obligations shall be those contained in a fully executed lease agreement, if such a document is executed, and either party may terminate negotiations at any time and for any reason.

**SEEN AND AGREED TO:**

Lauren Belaidi, Tenant  
By: SWET STUDIOS, LLC  
Its: Member

7/2/2024  
Date

[Signature], Landlord

\_\_\_\_\_  
By: Heritage NH, LLC  
Its: Owner

7.2.2024  
Date



Exhibit A - The Premises (Units 17 & 18)

78'

**General Demo Notes**

- Remove Walls Highlighted in Red

Unit 17 - Current  
Monument Store  
1,125sqft

Unit 18 - Current  
Gym/Fitness Studio.  
2,995 sqft

Remove portion  
of wall for new  
door

Remove Door and  
Reinstall

**2800 Lafayette  
Demolition Plan**

18'-6"

18'-6"

3'-7"

3'-5"

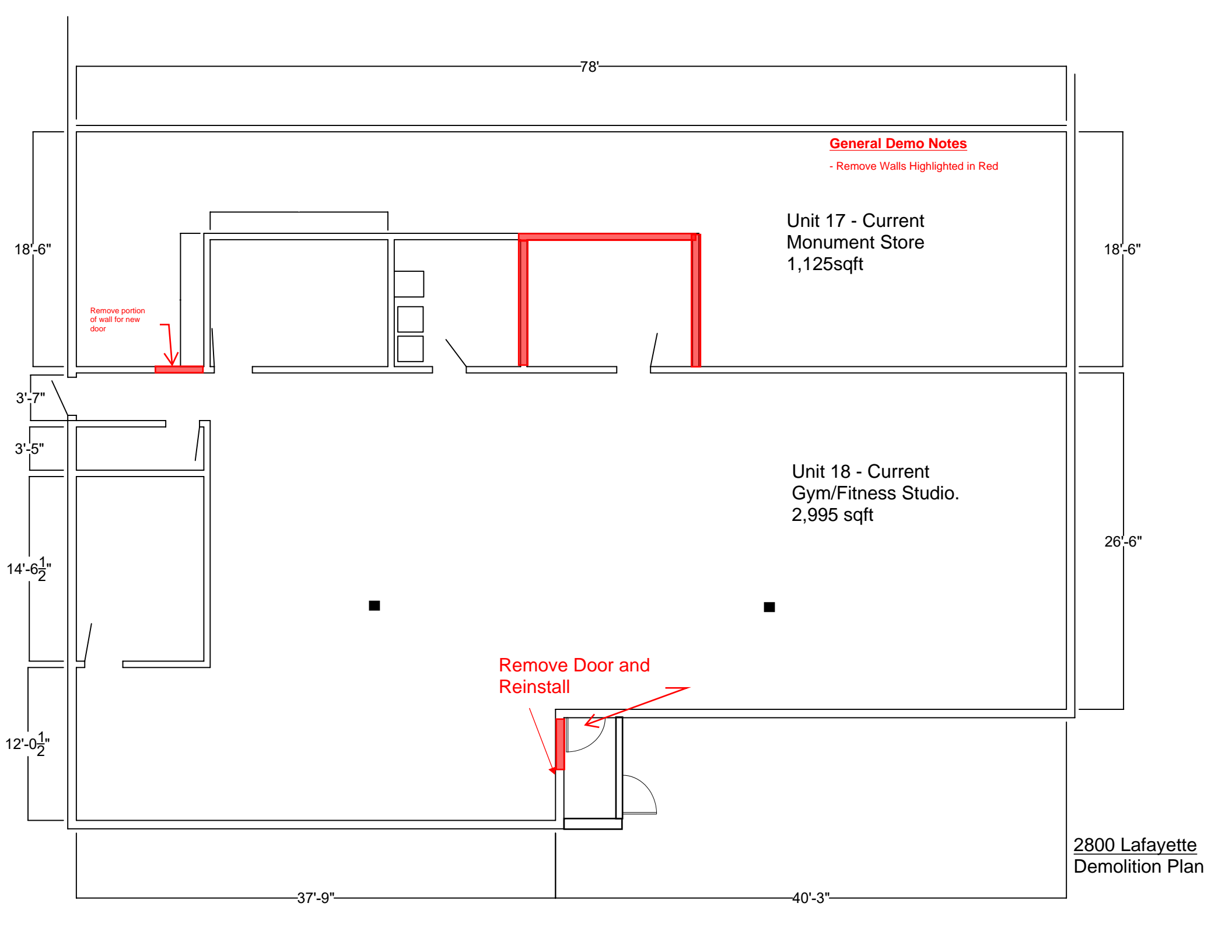
26'-6"

14'-6 $\frac{1}{2}$ "

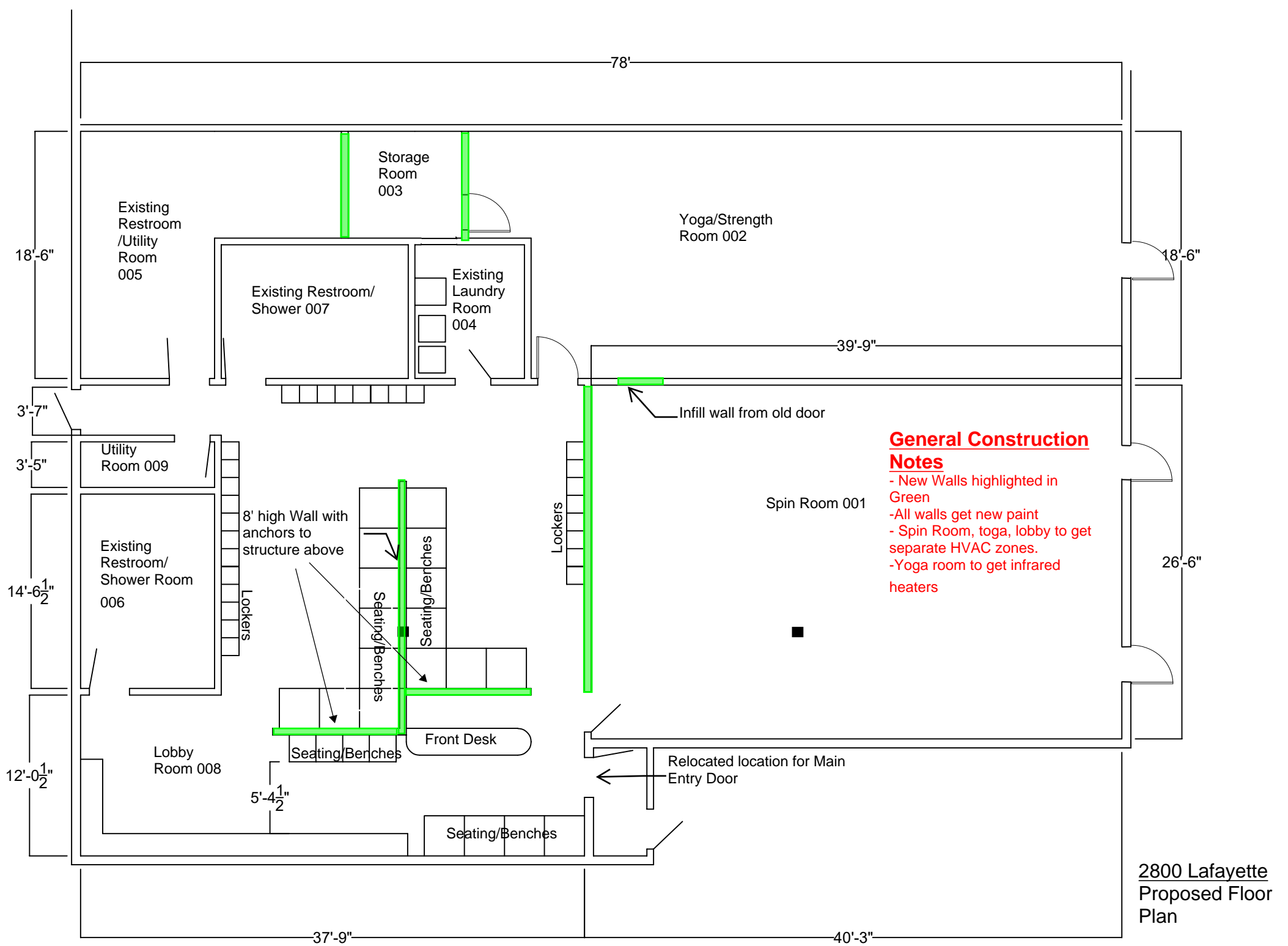
12'-0 $\frac{1}{2}$ "

37'-9"

40'-3"







2800 Lafayette  
Proposed Floor  
Plan

