

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND BUILDING PERMIT

This is to certify that

Inn @ Diamond Cove LLC/Portland Builders, Inc.

Located at

18 MCKINLEY CT (GREAT DIAMOND IS)

PERMIT ID: 2013-00436

ISSUE DATE: 05/09/2013

CBL: 083E E460001

has permission to **Renovation & addition from former army barracks to hotelminium with 22 units-
Change of USE.**

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise clsoed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be procured prior to occupancy.

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
THERE IS A PENALTY FOR REMOVING THIS CARD**

BUILDING PERMIT INSPECTION PROCEDURES
Please call 874-8703 (ONLY)
or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

REQUIRED INSPECTIONS:

Footings/Setbacks
Close-in Plumbing/Framing
Electrical Close-in
Above Ceiling Inspection
Final - Electric
Certificate of Occupancy/Final
Final - Fire
Final - DRC

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

City of Portland, Maine - Building or Use Permit

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

Permit No: 2013-00436	Date Applied For: 03/05/2013	CBL: 083E E460001
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Location of Construction: 18 MCKINLEY CT (GREAT DIA	Owner Name: Inn @ Diamond Cove LLC	Owner Address: PO BOX 3572	Phone: (207) 772-2992
Business Name:	Contractor Name: Portland Builders, Inc.	Contractor Address: P.O. Box 4902 Portland	Phone: (207) 879-0118
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Change of Use to "Hotelminium" with 22 units per conditional contract zone	Proposed Project Description: Renovation & addition from former army barracks to hotelminium with 22 units- Change of USE.
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Dept: Historic **Status:** Approved w/Conditions **Reviewer:** Deb Andrews **Approval Date:** 04/01/2013**Note:** **Ok to Issue:**

- 1) *Real slate (as opposed to the proposed faux slate) to be used on side walls of new dormers on the rear elevation. Slate to match existing in terms of type, color, width and exposure.
- 2) *Historic preservation staff to review and approve test patch of proposed brick repointing before commencing with final repointing. Contact Deb Andrews (874-8726 or Rob Wiener (756-8023) to arrange an inspection.
- 3) *Composite decking material to be consistent with decking previously approved for other buildings within the Fort McKinley complex--Tendura 4" tongue-and-groove decking. If Tendura is no longer available, applicant to use equivalent product in terms of width and visual character. Any proposed substitute for Tendura to be submitted to historic preservation staff for review and approval.
- 4) *Roofs of rear dormers to be EPDM.
- 5) *All exterior and site alterations to be consistent with plans approved by the Historic Preservation Board on September 16, 2009. Any modifications to the previously-approved plans to be presented to Historic Preservation Program Manager Deb Andrews for review and approval.

Dept: Zoning **Status:** Approved w/Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 04/01/2013**Note:** **Ok to Issue:**

- 1) This property shall remain 22 "hoteminium" residential units. Any change of use shall require a separate permit application for review and approval.
- 2) Separate permits shall be required for any new signage.

Dept: Building **Status:** Approved w/Conditions **Reviewer:** Jeanie Bourke **Approval Date:** 04/30/2013**Note:** **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
- 2) A final special inspection report with compliance letter shall be submitted prior to the final inspection or issuance of a certificate of occupancy. This report must demonstrate all deficiencies and corrective measures that were taken.
- 3) The commercial kitchen design and fit up shall be submitted as a separate permit for review and approval prior to the commencement of the fit up of said space.
- 4) THE EXTERIOR BALCONIES, DECK, AND STAIR PIPE RAIL DESIGN IS NOT APPROVED WITH THE ISSUANCE OF THIS PERMIT. ALTERNATIVE DESIGNS SHALL BE SUBMITTED FOR APPROVAL FOR CODE COMPLIANT OPENING LIMITATIONS AND HEIGHT PRIOR TO THE FABRICATION OF SAID RAILS.
- 5) Permit approved based upon information provided by the applicant or design professional. Any deviation from approved plans requires separate review and approval prior to work.

Location of Construction: 18 MCKINLEY CT (GREAT DIA	Owner Name: Inn @ Diamond Cove LLC	Owner Address: PO BOX 3572	Phone: (207) 772-2992
Business Name:	Contractor Name: Portland Builders, Inc.	Contractor Address: P.O. Box 4902 Portland	Phone: (207) 879-0118
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Dept: Fire **Status:** Approved w/Conditions **Reviewer:** Ben Wallace Jr **Approval Date:** 04/30/2013

Note: **Ok to Issue:**

- 1) Additional permits are required for kitchen hood and suppression systems.
- 2) A firefighter Building Marking Sign is required.
- 3) **The proposed gaurds have not been approved. The applicant is to submit revised plans for compliance with NFPA 101:7.2.2.4.5.**
- 4) Application requires State Fire Marshal approval.
- 5) Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. Contact Michelle Sweeney at 874-8682 for further information.
- 6) A master box fire alarm system is required. A separate Fire Alarm Permit is required. This review does not include approval of fire alarm system design or installation.
- 7) Carbon Monoxide is detection required in accordance with NFPA 720, Standard for Installation of Carbon Monoxide (CO) Detection and Warning Equipment, 2009 edition.
- 8) A two-way communication system shall be installed as required by NFPA 101:7.2.12.1 at each elevator lobby with the main panel located at the fire alarm annunciator in the lobby. If any questions contact the Fire Department for additional details.
- 9) Compliance with NFPA 1, Fire Code, Annex O for In-building Public Safety Radio Enhancement Systems shall be verified by an RF Engineer.
- 10) A combination NFPA 13R sprinkler system and NFPA 14 Class I standpipes are required. Fire department connection shall be three 2-1/2" inlets. A separate Suppression System Permit is required. This review does not include approval of system design or installation.
- 11) Fire extinguishers are required per NFPA 1.
- 12) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit and on the same circuit as the lighting for the area they serve.
- 13) Any cutting and welding done will require a Hot Work Permit from Fire Department.
- 14) Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling in accessible concealed floor, floor-ceiling or attic spaces at intervals not exceeding 30 feet with lettering not less than 0.5 inches in height.
- 15) Construction or installation shall comply with City Code Chapter 10. This is a Special Hazards Dwelling unit and shall comply with the specific provisions of City Code 10-4.
- 16) Private fire mains and fire hydrants shall be maintained, tested and painted in accordance with Fire Department Regulations. Documentation shall be provided prior to the final inspection. The hydrant closest to the hotel shall produce no less than 600 gpm at 20 psi residual. The Fire Department shall be present for the final flow test of the fire hydrant.
- 17) Final testing of the fire alarm and suppression systems shall be coordinated with the Fire Department.
- 18) Notice: The first scheduled final inspection fee is at no charge. Additional inspections shall be billed at \$75 for each inspector.
- 19) Through-penetrations and membrane penetrations in fire walls, fire barrier walls, and fire resistance rated horizontal assemblies shall be protected by firestop systems or devices in conformance with NFPA 101:8.3.5 (ASTM E 814 or ANSI/UL 1479). Providing firestop labels at each firestop system or device and an onsite manual containing the detail for each firestop system or device used for the project will streamline final inspection approvals.

Dept: DRC **Status:** Approved w/Conditions **Reviewer:** Philip DiPierro **Approval Date:** 05/08/2013

Note: **Ok to Issue:**

- 1) See Planning Conditions of Approval

(E) Electronic PLANS in e-plan

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 2013-00436	Issue Date:	CBL: 083E E460001
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Location of Construction: 18 MCKINLEY CT (GREAT DIAMOND IS)	Owner Name: DOUBLE BARRACKS AT DIAMOND COVE LLC	Owner Address: PO BOX 266 LYME , NH 03768	Phone: (207) 772-2992
Business Name:	Contractor Name: Portland Builders, Inc.	Contractor Address: P.O. Box 4902 Portland ME 04112	Phone: (207) 879-0118
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: <i>Commercial IR-3 CONTRACT</i>
Past Use: Vacant called the "Double Baracks" Building	Proposed Use: Change of Use to "Hotelminium" with 22 units per conditional contract zone	Permit Fee: \$48,815.00	Cost of Work: \$4,872,000.00
Proposed Project Description: Renovation & addition from former army barracks to hotelminium with 22 units- Change of USE.		FIRE DEPT: 4/30/13 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	INSPECTION: Use Group: <i>R-1</i> Type: <i>MWBEC/IBC 2009</i>
		Signature: <i>[Signature]</i> .58	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied			
Signature: _____ Date: _____			

Permit Taken By: bjs	Date Applied For: 03/05/2013
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Zoning Approval		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><i>NOT NEW</i></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input checked="" type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan <i># 2012-411</i></p> <p>Maj <input checked="" type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p><i>ok with conditions</i></p> <p>Date: <i>4/1/13</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>
		<p>Historic Preservation</p> <p><i>within</i></p> <p><input type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input checked="" type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>D. Andrews</i> <i>4/1/13</i></p>

CERTIFICATION

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

SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ DATE _____ PHONE _____

PERMIT FOUND 9-25

9-26-13 - G

CLOSE IN - BLDG - LEFT - PASS



General Building Permit Application

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

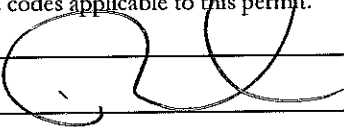
18 McKinley Ct.

Location/Address of Construction: <u>Building 46 Double Barracks - Great Diamond Island</u>		
Total Square Footage of Proposed Structure/Area <u>16,510 sq. ft</u>	Square Footage of Lot <u>193.4 acres</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>83E</u> Block# <u>E</u> Lot# <u>460</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>The Inn at Diamond Cove, LLC</u> Address <u>PO Box 3572</u> City, State & Zip <u>Portland, ME 04104</u>	Telephone: <u>(207) 772-2992</u>
Lessee/DBA (If Applied) APPLIED MAR 05 2013 Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>City of Portland</u> Address <u>389 Congress Street</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>4,872,000</u> C of O Fee: \$ <u>75.00</u> Total Fee: \$ <u>48,720</u> <u>4,901 + 75 =</u>
Current legal use (i.e. single family) <u>Vacant</u> <u>4976.00</u> If vacant, what was the previous use? <u>Army Barracks</u> Proposed Specific use: <u>Hotel</u> Is property part of a subdivision? <u>Yes</u> If yes, please name <u>Diamond Cove Home Owners Association</u> Project description: <u>Renovation and addition to former Army Barracks to hotel.</u>		
Contractor's name: <u>Portland Builders</u> Address: <u>85 York Street</u> City, State & Zip <u>Portland, ME 04101</u> Telephone: <u>(207) 879-0118</u> Who should we contact when the permit is ready: <u>Portland Builders (207) 879-0118</u> Telephone: <u>(207) 879-0118</u> Mailing address: <u>85 York Street, Portland, ME 04101</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

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

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

Signature:  Date: 3/4/13

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

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

389 Congress Street
 Portland, Maine 04101

RECEIPT OF FEES

Application No: 201300436	Applicant: DOUBLE BARRACKS AT DIAMO
Project Name: Renovation & addition to former ar	Location: 18 MCKINLEY CT
CBL: 083E E460001	Permit Type: Alterations - Commercial
Invoice Date: 03/05/2013	

Previous Balance	-	Payment Received	+	Current Fees	-	Current Payment	=	Total Due	Payment Due Date
\$0.00		\$0.00		\$48,815.00		\$48,720.00		\$95.00	On Receipt

First Billing

Previous Balance **\$0.00**

Fee Description	Qty	Fee/Deposit Charge
Certificate of Occupancy	1	\$75.00
Building Permit Fee First \$1000	1	\$30.00
Building Permit Fee Add'l \$1000	1	\$48,710.00
		<u>\$48,815.00</u>
Total Current Fees:	+	\$48,815.00
Total Current Payments:	-	\$48,720.00
Amount Due Now:		\$95.00

 Detach and remit with payment

CBL 083E E460001
Bill to: DOUBLE BARRACKS AT DIAMOND COVE LLC
 PO BOX 266
 LYME, NH 03768

Application No: 201300436
Invoice Date: 03/05/2013
Invoice No: 40323
Total Amt Due: \$95.00
Payment Amount:

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.



Certificate of Design Application

From Designer: Archetype Architects
 Date: March 4, 2013
 Job Name: The Inn at Diamond Cove
 Address of Construction: Great Diamond Island

2009 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year IBC 2009 Use Group Classification (s) R-1

Type of Construction 3B

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2009 IRC _____

Is the Structure mixed use? No If yes, separated or non separated or non separated (section 302.3) _____

Supervisory alarm System? Yes Geotechnical/Soils report required? (See Section 1802.2) N/A

Structural Design Calculations

_____ Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
Private rooms & Corridors	40 PSF
Public rooms, corridors stairs	100 PSF

Wind loads (1603.1.4, 1609)

ASCE-7 6.4 _____ Design option utilized (1609.1.1, 1609.6)
 100 MPH _____ Basic wind speed (1809.3)
 B I_w=1.0 _____ Building category and wind importance Factor, *I_w*, table 1604.5, 1609.5)
 1.0 _____ Wind exposure category (1609.4)
 +/- 0.18 _____ Internal pressure coefficient (ASCE 7)
 +18.0-24.0 _____ Component and cladding pressures (1609.1.1, 1609.6.2.2)
 +15.2-17.6 _____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

ASCE 7 12.8 _____ Design option utilized (1614.1)
 I _____ Seismic use group ("Category")
 S_{DS}=0.305 S_{SI}=0.11 _____ Spectral response coefficients, S_s & S_i (1615.1)
 C _____ Site class (1615.1.5)

1607.9.1 _____ Live load reduction
 N/A _____ Roof live loads (1603.1.2, 1607.11)
 ASCE 7 CH. 7 _____ Roof snow loads (1603.7.3, 1608)
 50 PSF _____ Ground snow load, P_g (1608.2)
 42 PSF _____ If P_g > 10 psf, flat-roof snow load *P_f*
 1.0 _____ If P_g > 10 psf, snow exposure factor, *C_e*
 1.0 _____ If P_g > 10 psf, snow load importance factor, *I_s*
 1.2 _____ Roof thermal factor, *C_t* (1608.4)
 N/A _____ Sloped roof snowload, P_s (1608.4)
 B _____ Seismic design category (1616.3)
 E-W C4 NS A13 _____ Basic seismic force resisting system (1617.6.2)
 R1 E-W 4.5 NS 6.5 _____ Response modification coefficient, *R_f* and
 Cd E-W 5.0 NS 3.0 _____ deflection amplification factor, *C_d* (1617.6.2)
 ASCE 7 12.8 _____ Analysis procedure (1616.6, 1617.5)
 E-W 4.6k NS 5.7k _____ Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

_____ Flood Hazard area (1612.3)
 _____ Elevation of structure

Other loads

N/A _____ Concentrated loads (1607.4)
 _____ Partition loads (1607.5)
 _____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



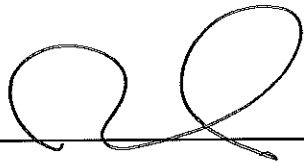
Accessibility Building Code Certificate

Designer: Archetype Architects

Address of Project: Great Diamond Island, McKinely Court

Nature of Project: The Inn at Diamond Cove

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: 

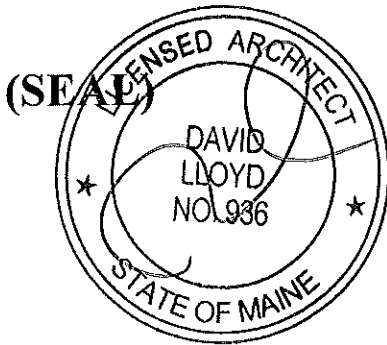
Title: Maine Licensed Architect

Firm: Archetype Architects

Address: 48 Union Wharf

Portland, ME 04101

Phone: (207) 772-6022



For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

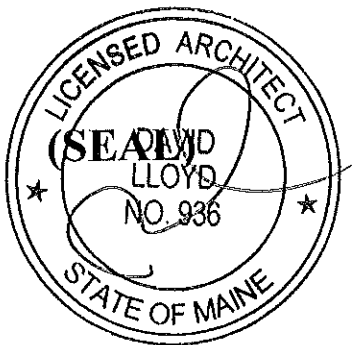
Date: March 4, 2013

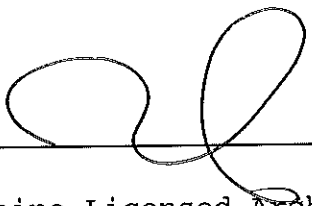
From: Archetype Architects

These plans and / or specifications covering construction work on:

The Inn at Diamond Cove, Building 46 Double Barracks -
Great Diamond Island

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the **2009 International Building Code** and local amendments.



Signature: 

Title: Maine Licensed Architect

Firm: Archetype Architects

Address: 48 Union Wharf

Portland, ME

Phone: (207) 772-6022

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

Marge Schmuckal - Re: The Inn At Great Diamond Cove

From: Marge Schmuckal
To: Ronald N. Ward
Date: 3/28/2013 11:25 AM
Subject: Re: The Inn At Great Diamond Cove
CC: Rick Knowland

Hi Ron,

I needed several things before I could sign off on it. One was some specifics on the submittal. The application did not state how many units. On 3/20/13 spoke to George Cushman and he stated that there will be 22 units. I also e-mailed Rick Knowland about getting the most recent conditional/contract zone. I have not received that yet. But I have been out of the office for the last week. I will recheck with Rick. Rick also told me that a performance guarantee was not posted yet and the subdivision recording plat has not been signed nor recorded. I do need a copy of the approved plat to compare to what was submitted. So that is what is holding me up at this time.
Marge

>>> "Ronald N. Ward" <RWard@dwmlaw.com> 3/28/2013 10:39 AM >>>

Hi Marge- long time since I've been on your doorstep, but checking in on the status of the building permit for this long- delayed Project. Unfortunately the word coming back to the developer is that the application is "stuck" in the zoning review. That has touched off much anxiety on the developer side since this has been so heavily- reviewed for the past several years, and the closing date is bearing in on us. Expect the characterization of "stuck" is not accurate, but if you could let me know where this sits, I can probably turn down the volume a bit.

Thanks- Ron

DrummondWoodsum

Ronald N. Ward | Attorney

84 Marginal Way, Suite 600, Portland, Maine 04101-2480

voice (207) 772-1941 ext. 503 • fax (207) 772-3627 • (800) 727-1941

RWard@dwmlaw.com | www.dwmlaw.com

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For purposes of compliance with Internal Revenue Service requirements, we inform you that any Federal tax advice contained in this communication (including any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (including any attachment).

Marge Schmuckal - Re: The Inn at Diamond Cove - Building 46

From: Rick Knowland
To: Marge Schmuckal; Philip DiPierro
Date: 3/19/2013 2:29 PM
Subject: Re: The Inn at Diamond Cove - Building 46

Marge, Yes, I will get you one. They have not posted a performance guarantee and the subdivision recording plat has not been signed nor recorded.

>>> Marge Schmuckal Tuesday, March 19, 2013 >>>

Rick,

I have received a permit application for this project. I want to be sure I have the most recent approved conditional contract zone. Do you have a copy that I can have? I do have one given to me on 4/30/08, but I thought there was a revision to that.

Thank you,

Marge

Marge Schmuckal - The Inn at Diamond Cove - Building 46

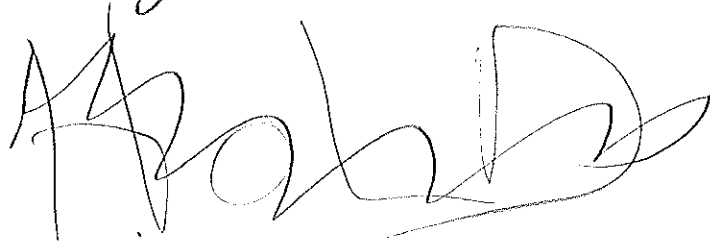
From: Marge Schmuckal
To: Philip DiPierro; Rick Knowland
Date: 3/19/2013 2:24 PM
Subject: The Inn at Diamond Cove - Building 46

Rick,

I have received a permit application for this project. I want to be sure I have the most recent approved conditional contract zone. Do you have a copy that I can have? I do have one given to me on 4/30/08, but I thought there was a revision to that.

Thank you,
Marge

3/20/13
Spoke to Port and Bldg (George Cushman)
ask how many units - he stated 22 (max allowed)



ok now 3/1/13

Rick is to be giving me the updated contract



Strengthening a Remarkable City. Building a Community for Life • www.portlandmaine.gov

Planning Division
Alexander Jaegerman, FAICP, Director

February 25, 2013

Mr. Ronald Ward
Drummond Woodsum
84 Marginal Way
Portland, ME. 04101-2480

RECEIVED

FEB 27 2013

Dept. of Building Inspections
City of Portland Maine

Project Name: The Inn at Diamond Cove
Address: Diamond Cove, Building 46
Applicant: The Inn at Diamond Cove
Planner: Richard Knowland

Project ID: #2012-411
CBL: 83E-F-460

Dear Ron:

Thank you for your letter dated February 21, 2013 requesting an extension of the approval for The Inn At Diamond Cove located at Diamond Cove at Great Diamond Island. I understand that your request is based on the fact that the project is complex and requires numerous documents for closing which will likely not be achieved prior to the one year anniversary of the Planning Board's site plan approval of the project.

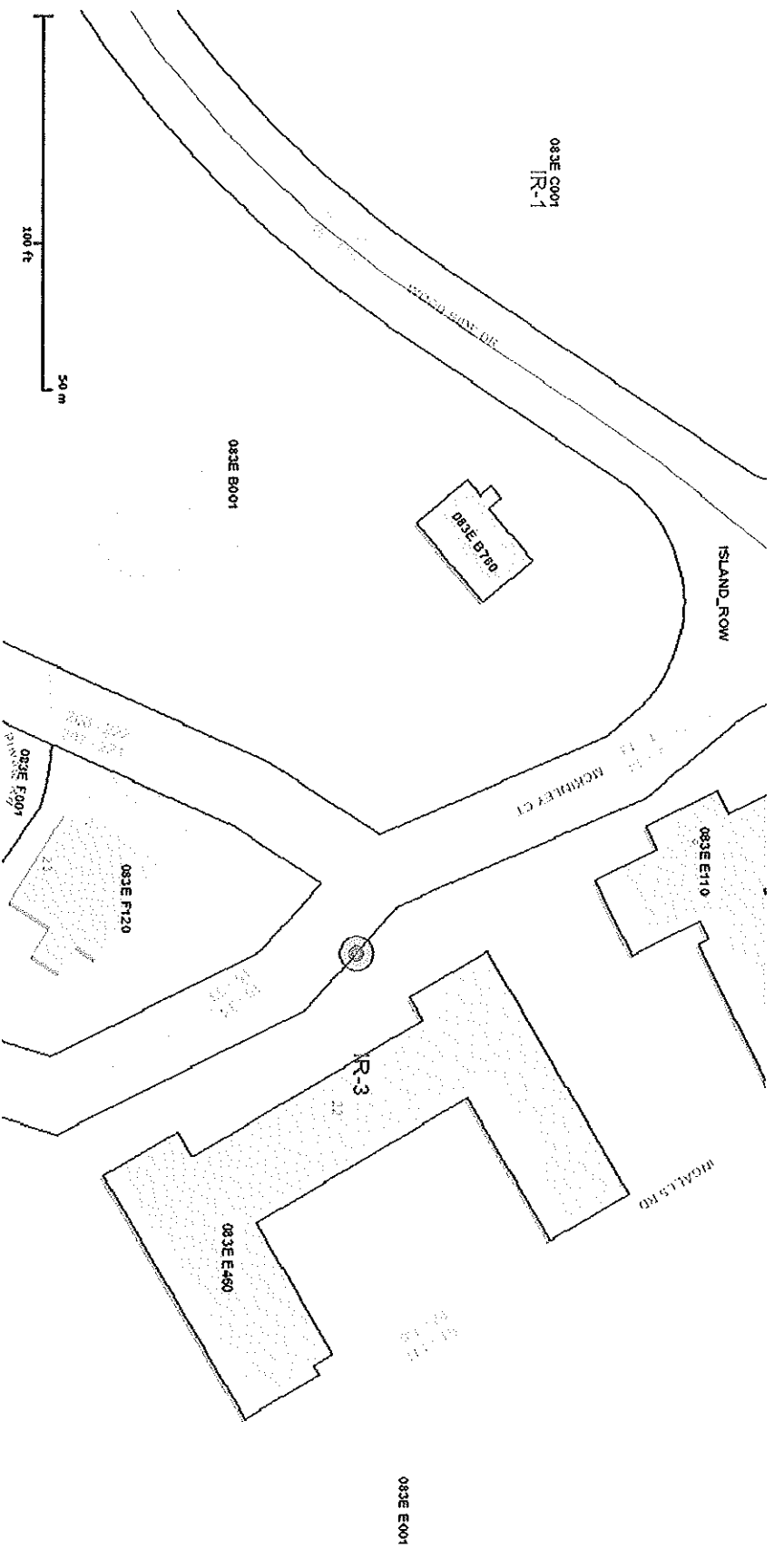
In my capacity as Acting Planning Division Director for the City of Portland and under the provision of Section 14-532 (c) Expiration of site plan approval, I am granting your request to extend your approval to March 13, 2014. If you have any questions, please contact Rick Knowland at 874-8725.

Sincerely,

Barbara Barhydt
Acting Planning Division Director

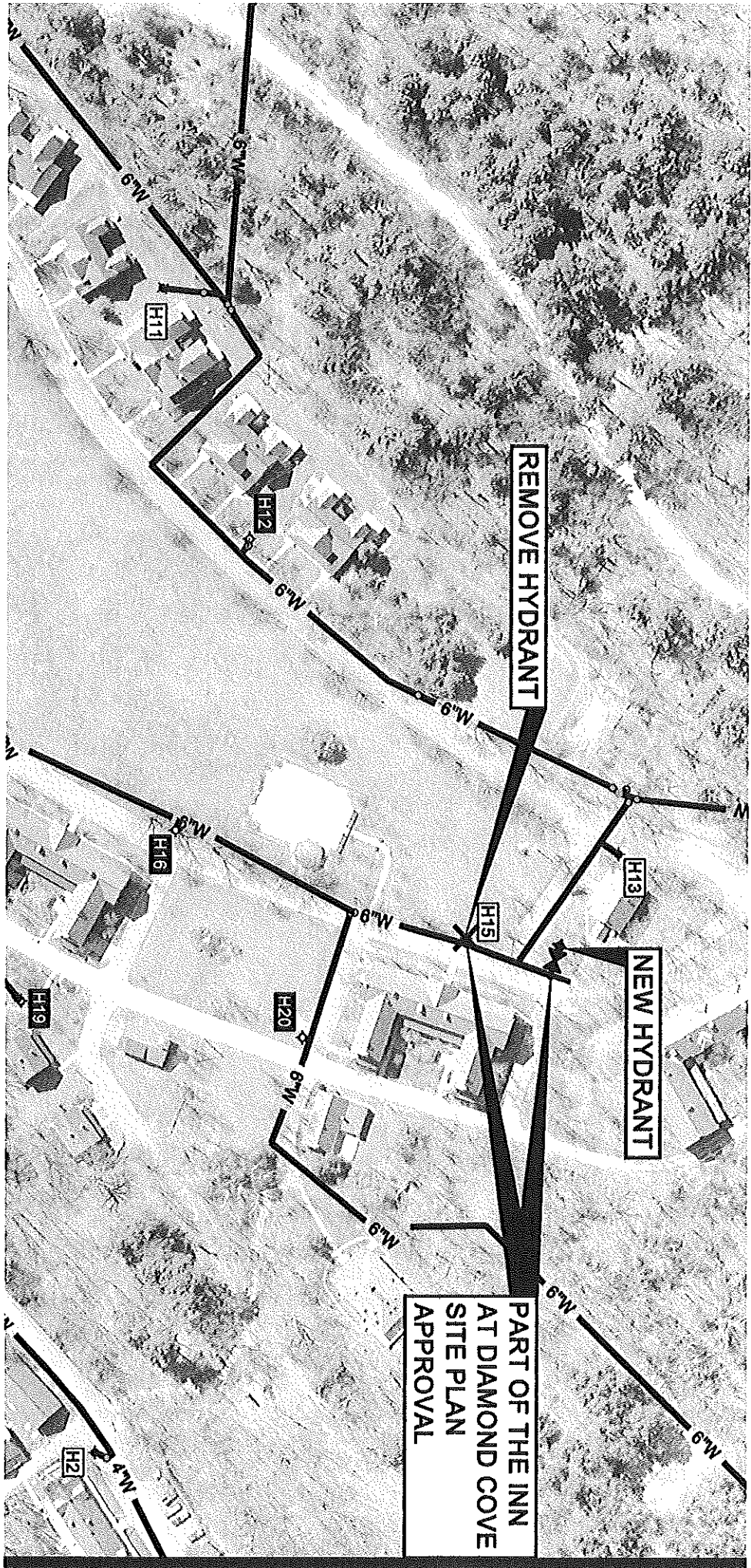
cc: Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegerman, FAICP, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Rick Knowland/Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Marge Schmuckal, Zoning Administrator, Inspections Division
Tammy Munson, Inspection Division Director
Lannie Dobson, Administration, Inspections Division

18 Mckinley Ct

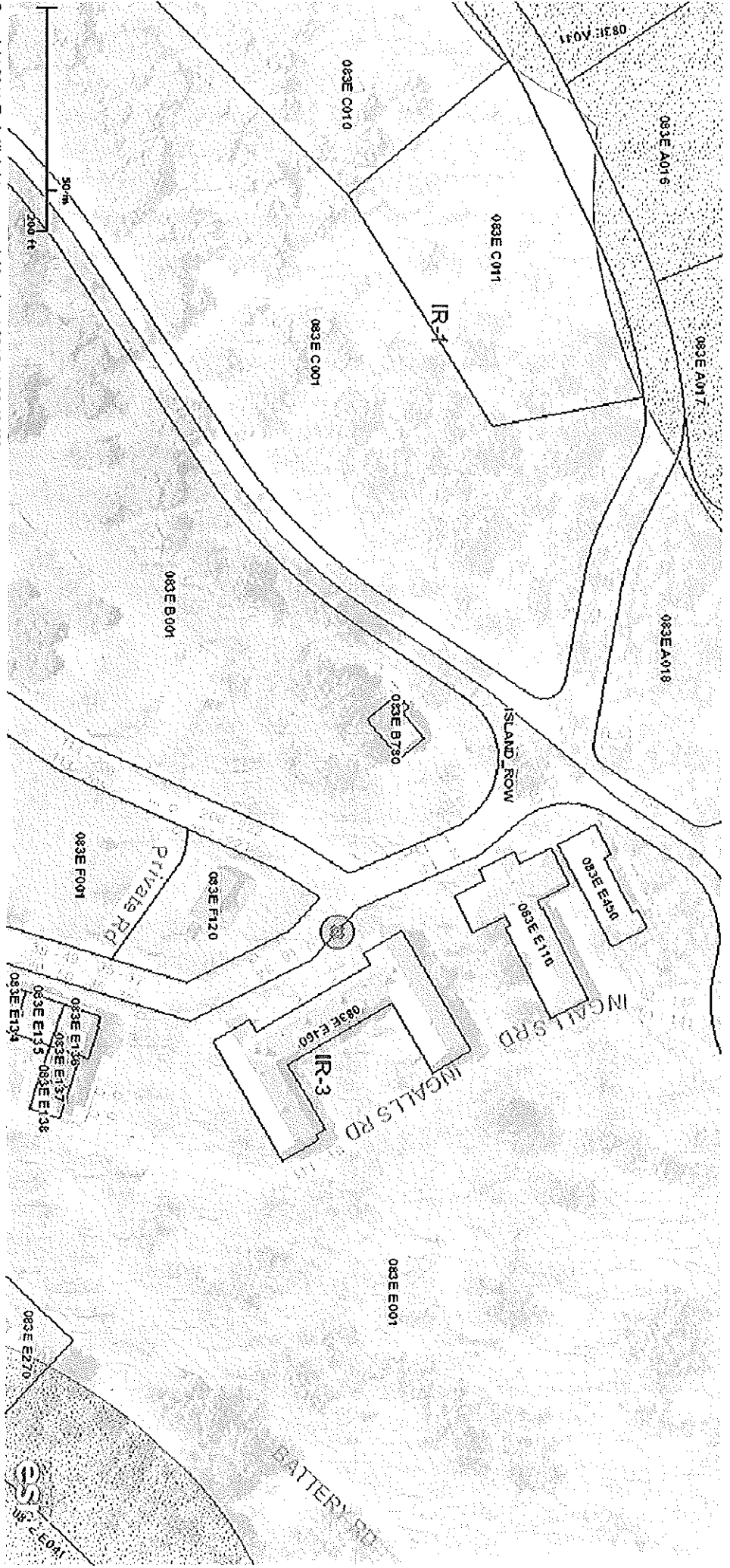


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from E-



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Double Brackets

Allows 22 hotel minimums

(Contract Def.)

All part of 1 Development

Contract Zone

Parking Appared by PB - on main land

CITY OF PORTLAND, MAINE
PLANNING BOARD

Carol Morrissette, Chair
Stuart O'Brien, Vice Chair
Timothy Dean
Bill Hall
Joe Lewis
David Silk

March 21, 2012

Mr. David Bateman
The Inn at Diamond Cove
P.O. Box 3572
Portland, ME 04104

Mr. Ronald Ward
Drummond Woodsum
84 Marginal Way
Portland, ME. 04101-2480

Project Name:	The Inn at Diamond Cove	Project ID:	#2012-411
Address:	Diamond Cove, Building 46	CBL:	83E-F-460
Applicant:	The Inn at Diamond Cove, LLC		
Planner:	Richard Knowland		

Dear Mr. Bateman,

On March 13, 2012, the Planning Board considered The Inn at Diamond Cove application for a 22 unit hotelminium project. The Planning Board reviewed the proposal for conformance with the standards of the IR-3 development standards, Subdivision Ordinance and Site Plan Ordinance.

IR-3 DEVELOPMENT STANDARDS

The Planning Board voted unanimously (6-0) that the plan is in conformance with the IR-3 development standards of the Land Use Code, subject to the following conditions of approval:

1. That prior to the issuance of a building permit, documentation from a Fire Protection Engineer shall be provided certifying that the fire protection and operations components of the development meets the requirements of Chapter 10 of the City Code (which adopts NFPA 1 and 101) and the City's Technical Standards subject to review and approval by the Planning Authority and Fire Department.

2. That the Applicant shall implement all measures required in the Maine Department of Environmental Protection Pollutant Discharge Elimination System Permit and Maine Waste Discharge License (both dated September 2009) including, but not limited to, rehabilitating the remaining non-rehabilitated wastewater conduit, capping off the hospital sewer connection and other remedial measures.
3. That the Applicant shall submit to Corporation Counsel for review and approval documentation of an executed project financing agreement (a line of credit or a loan by a financial institution, or evidence of another form of financial assurance), prior to the initiation of construction.

SUBDIVISION REVIEW

The Planning Board voted unanimously (6-0) that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following conditions of approval:

1. That the final subdivision and condominium recording plats shall be reviewed and approved by the Planning Authority and Corporation Counsel to be signed by the Planning Board.
2. That the Applicant shall submit all new or revised easements, ground leases, and homeowner association documents including the declaration, bylaws and rules and regulations to Corporation Counsel for review and approval prior to the issuance of a certificate of occupancy.
3. That prior to the issuance of a building permit, documentation from a Fire Protection Engineer shall be provided certifying that the fire protection and operations components of the development meets the requirements of Chapter 10 of the City Code (which adopts NFPA 1 and 101) and the City's Technical Standards subject to review and approval by the Planning Authority and Fire Department.
4. That the Applicant shall implement all measures required in the Maine Department of Environmental Protection Pollutant Discharge Elimination System Permit and Maine Waste Discharge License (both dated September 2009) including, but not limited to, rehabilitating the remaining non-rehabilitated wastewater conduit, capping off the hospital sewer connection and other remedial measures.
5. That the Applicant shall submit to Corporation Counsel documentation of an executed project financing agreement (a line of credit or a loan by a financial institution, or evidence of another form of financial assurance) for review and approval prior to the initiation of construction.

SITE PLAN REVIEW

The Planning Board voted unanimously (6-0) that the plan is in conformance with the site plan standards of the Land Use Code.

The approval is based on the submitted plans and the findings related to IR-3 development standards, site plan and subdivision review standards as contained in Planning Report #10-12 for application #2012-411- which is attached.

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Subdivision Recording Plat** A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee.
2. **Subdivision Waivers** Pursuant to 30-A MRSA section 4406(B)(1), any waiver must be specified on the subdivision plan or outlined in a notice and the plan or notice must be recorded in the Cumberland County Registry of Deeds within 90 days of the final subdivision approval).
3. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
4. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
5. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
6. **Subdivision Plan Expiration** The subdivision approval is valid for up to three years from the date of Planning Board approval.

7. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
8. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
9. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
10. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
11. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
12. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.
13. **Mylar Copies** Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Richard Knowland at (207) 874-8725.

Sincerely,



Carol Morrissette, Chair
Portland Planning Board

Attachments:

1. Planning Board Report
2. City Code: Chapter 32
3. Performance Guarantee Packet

Electronic Distribution:

cc: Greg Mitchell, Interim Director of Planning and Urban Development
Alexander Jaegerman, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Richard Knowland, Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Marge Schmuckal, Zoning Administrator, Inspections Division
Tammy Munson, Inspection Division Director
Lannie Dobson, Administration, Inspections Division
Gayle Guertin, Administration, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Doug Roncarati, Stormwater Coordinator, Public Services
Greg Vining, Associate Engineer, Public Services
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Matt Doughty, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Captain Chris Pirone, Fire Department
Thomas Erriso, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File
Joseph Laverriere, DeLuca Hoffman, 778 Main Street, Suite 8, South Portland, Maine 04106
Kevin Gough, Archetype, 48 Union Wharf, Portland, Maine 04101

EXHIBIT A

*Order 114-11/10
Sub 17 2-6-12*

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOQHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEBMAN (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO
CONDITIONAL ZONE FOR PROPERTY
IN THE VICINITY OF
DIAMOND COVE, GREAT DIAMOND ISLAND
PORTLAND, MAINE**

A TRUE COPY
ATTEST: *Katherine L. Jones*
Katherine L. Jones City Clerk
Portland, Maine
DATE 4/26/2012

ORDERED, that the Conditional Zone by and between the City of Portland and The Inn at Diamond Cove LLC and the Diamond Cove Homeowners Association, adopted on _____ and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to read as follows:

**SUPPLEMENTAL CONDITIONS AND RESTRICTIONS
BUILDINGS 46 ("DOUBLE BARRACKS") AND 19 ("HOSPITAL")
FT. MCKINLEY, PORTLAND, MAINE
FEBRUARY 22, 2012**

The following supplemental conditions and restrictions are imposed by the City of Portland (the "City") on that portion of the Ft. McKinley project ("Project") commonly known as Buildings 46 and 19, together with the ancillary service area, all as depicted on the map attached hereto as Attachment 1 ("Premises"), as conditions of the rezoning of the Premises at the request of The Inn At Diamond Cove, LLC ("IDC")¹, and consented to by the Diamond Cove Homeowners Association ("DCHA"):

1. Existing Conditions. The Premises are a portion of the development commonly known as Ft. McKinley, Great Diamond Island, Portland, Maine which is subject, inter alia, to those Conditions and Restrictions recorded in the Cumberland County Registry of Deeds in Book 8928, Page 263, as amended by Order of the Portland City Council on August 16, 2004 relating to ground transportation in and around the Project (collectively, the "Existing Conditions and Restrictions").

2. Supplemental Conditions and Restrictions. Notwithstanding the terms of the IR-3 zoning text otherwise applicable to the Premises, and the Existing Conditions and Restrictions, those buildings designated as Building 19 ("Hospital") and Building 46 ("Double Barracks"), the immediate grounds attendant thereto and a portion of the Open Space, all depicted on the site plans dated June 24, 2008 [consisting of four (4) sheets and

¹ For purposes of this Supplemental Conditions and Restrictions document, "Owner/Manager" referred to herein shall mean, individuals and collectively, the following: IDC, its successors in interest or assigns; individual unit owners, their heirs, successors in interest and assigns; any and all management company retained by or working on behalf of IDC, its successors or assigns and/or individual units owners and their heirs, successors in interest or assigns.

Passage 9-0 on 2/22/2012
Given first
reading on 2/6/2012

attached hereto as Attachment 2], all may be redeveloped into individually owned and fully equipped condominium units, sometimes known as "hotelminiums" and a supporting pool/services area on the Open Space. "Hotelminium" is defined as privately owned residential condominium units (with kitchens) located within a structure that offers reasonable and customary on-site hotel services² which are limited to the unit owners, their guests, tenants in residence and members of the DCHA. The Hotelminium units may be rented (in whole or in part by virtue of attached bedrooms capable of being independently rented through a "lock out" system from the remainder of the unit) for varying durations to the general public through a centralized hospitality vendor. The Double Barracks may include up to a maximum of twenty-two (22) hotelminium units [with the maximum number of lock out units, included as part of the twenty-two (22) hotelminiums and not separate units, not to exceed twenty-twosixteen (22+6)] and the Hospital may include up to a maximum of twelve (12) hotelminium units [with the maximum number of lock out units, included as part of the twelve hotelminiums and not separate units, not to exceed twelve (12)]. The units contained within the Double Barracks and the Hospital buildings shall become members of a separate condominium association established for these two rehabilitated buildings, and each unit will also be considered a "lot" within DCHA, subject to all of the applicable restrictions, covenants, conditions, assessments and the like of both DCHA and the newly-established condominium association.

The Double Barracks and the Hospital, both of which may be renovated, are depicted on Attachment 2. The allowable rehabilitation of these buildings may include construction of a new swimming pool and related guest services building on that portion of the Open Space depicted on the site plans, a copy of the relevant portion of which appears as Attachment 2 hereto. The recording of the this Amendment shall be deemed to supplement the Conditions and Restrictions recorded in Book 8928, Page 263 and the "Dedicated Open Space Plan" attached thereto as an Exhibit.

3. Disposal of Solid Waste. All solid waste generated on the Premises shall be collected and disposed of privately, on the mainland, with temporary storage of such waste being handled within the building and disposed of in accordance with all applicable regulations, codes and laws; or if, in the City's opinion, it would not create an unreasonable burden thereon, at a municipally-operated island solid waste disposal facility.

4. Fire Protection. The Double Barracks and Hospital buildings shall be fully sprinkled and have installed, and at all times functional, a central fire alarm system operative prior to the issuance of any certificate of occupancy for the respective building.

5. Transportation Services. The Owner/Manager of the Premises shall use its best efforts to secure from the Casco Bay Island Transit District year-round common carrier water transportation service to, from and between the Portland waterfront and the

² For purposes of this Supplemental Conditions and Restrictions document, "reasonable and customary on-site hotel services" shall include but not be limited to laundry service, linen service, room service, health and fitness facilities, food and beverage service, concierge, etc.

Diamond Cove Pier (or barge landing where appropriate for passengers and/or cargo) on a schedule to be established by the carrier based upon passenger demand; provided, however, that in the event that such service becomes unavailable, the Owner/Manager shall provide an equivalent alternative to such service, subject only to the approval thereof by the Public Utilities Commission, or such other regulatory authority having jurisdiction thereof. The Owner/Manager shall also provide suitable ground transportation from points of disembarkment within the Project to the hotelminiums. The Owner/Manager shall not provide motorized ground transportation off the Ft. McKinley Project site and the Owner/Manager, its guests, tenants, invitees and employees shall not operate motorized ground transportation of any kind to travel off the Ft. McKinley project site to the pier at the south end of the island except in the event of an emergency. All such transportation shall strictly conform to all existing ordinances, rules and regulations concerning travel outside of the project site to the public pier at the southerly end of Great Diamond Island. All owners, guests and employees will be directed to utilize Casco Bay Lines or private water shuttles arriving at the Diamond Cove landing point or the barge landing point (at the north end of Great Diamond Island) and will be specifically advised not to utilize any off-site facilities, including the pier at the south end of the island. The Owner/ Manager shall conspicuously post, and keep posted in each hotelminium units at the Premises, a written notice of the applicable ordinances, rules and regulations. Moreover, the City shall have no obligation to provide mainland parking for any owner, occupant, guest or invitee of any hotelminium unit or any manager or on-site staff thereof.

6. Disposal of Sanitary Waste. The IDC is obligated hereunder to involve the City in all aspects of its sanitation waste licensing, and any modifications thereto, with any local, state or federal agency. This includes providing the City with copies of all information submitted to said agencies and involving the City in all meetings and discussions concerning sanitary waste disposal. No site plan or subdivision application shall be approved by the City unless and until documentation of Maine DEP approval of the sanitary waste system serving the Premises is provided.

7. Interpretation: Conflicts. The within conditions and restrictions are intended to supplement the existing Conditions and Restrictions and amendments thereto, all of which shall remain in full force and effect except as modified herein or as may be modified by further amendment or ordinance duly enacted by the City of Portland. In the event of any conflict between these Supplemental Conditions and Restrictions and the pre-existing Conditions and Restrictions, as amended, these Supplemental Conditions and Restrictions shall control.

Marge Schmuckal - RE: The Inn At Great Diamond Cove

From: "Ronald N. Ward" <RWard@dwmlaw.com>
To: 'Marge Schmuckal' <MES@portlandmaine.gov>
Date: 3/28/2013 1:18 PM
Subject: RE: The Inn At Great Diamond Cove
CC: 'Rick Knowland' <RWK@portlandmaine.gov>

Marge- thanks for your customary quick response. It helps. The summary:

Yes, 22 units is correct

I'll scan a copy of the final conditional zoning document approved by City Council

I'll also send a copy of the Site/ Subdivision Plan dated 3/8, which was approved by P Bd. However, Rick wants the Conditions of Approval in that document listed on the legend to the recorded plan, so I have the engineer standing by to do so. I'll include you in the group of copy recipients for the updated plan intended to be signed and recorded.

The performance guarantee is planned to be funded by Katahdin Trust, the construction lender, at closing. We're shooting for a closing within the next 2 weeks.

Best- Ron

From: Marge Schmuckal [mailto:MES@portlandmaine.gov]
Sent: Thursday, March 28, 2013 11:25 AM
To: Ronald N. Ward
Cc: Rick Knowland
Subject: Re: The Inn At Great Diamond Cove

Hi Ron,

I needed several things before I could sign off on it. One was some specifics on the submittal. The application did not state how many units. On 3/20/13 spoke to George Cushman and he stated that there will be 22 units. I also e-mailed Rick Knowland about getting the most recent conditional/contract zone. I have not received that yet. But I have been out of the office for the last week. I will recheck with Rick. Rick also told me that a performance guarantee was not posted yet and the subdivision recording plat has not been signed nor recorded. I do need a copy of the approved plat to compare to what was submitted. So that is what is holding me up at this time.
Marge

>>> "Ronald N. Ward" <RWard@dwmlaw.com> 3/28/2013 10:39 AM >>>

Hi Marge- long time since I've been on your doorstep, but checking in on the status of the building permit for this long- delayed Project. Unfortunately the word coming back to the developer is that the application is "stuck" in the zoning review. That has touched off much anxiety on the developer side since this has been so heavily- reviewed for the past several years, and the closing date is bearing in on us. Expect the characterization of "stuck" is not accurate, but if you could let me know where this sits, I can probably turn down the volume a bit.

Thanks- Ron

Order 114-11/12
Given first reading 2/6/12
Passage: 8-0 (Marshall Out) 2-22-12

IR-3 3/28/13

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEBMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO
CONDITIONAL ZONE FOR PROPERTY
IN THE VICINITY OF
DIAMOND COVE, GREAT DIAMOND ISLAND
PORTLAND, MAINE**

083E-E-460

ORDERED, that the Conditional Zone by and between the City of Portland and The Inn at Diamond Cove LLC and the Diamond Cove Homeowners Association, adopted on _____ and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to read as follows:

**SUPPLEMENTAL CONDITIONS AND RESTRICTIONS
BUILDINGS 46 ("DOUBLE BARRACKS") AND 19 ("HOSPITAL")
FT. MCKINLEY, PORTLAND, MAINE
FEBRUARY 22, 2012**

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2. Supplemental Conditions and Restrictions. Notwithstanding the terms of the IR-3 zoning text otherwise applicable to the Premises, and the Existing Conditions and Restrictions, those buildings designated as Building 19 ("Hospital") and Building 46 ("Double Barracks"), the immediate grounds attendant thereto and a portion of the Open Space, all depicted on the site plans dated June 24, 2008 [consisting of four (4) sheets and attached hereto as Attachment 2], all may be redeveloped into individually owned and fully equipped condominium units, sometimes known as "hotelminiums" and a supporting pool/services area on the Open Space. "Hotelminium" is defined as privately owned residential condominium units (with kitchens) located within a structure that offers reasonable and customary on-site hotel services² which are limited to the unit owners, their guests, tenants in residence and members of the DCHA. The Hotelminium units may be rented (in whole or in part by virtue of attached bedrooms capable of being independently rented through a "lock out" system from the remainder of the unit) for varying durations to the general public through a centralized hospitality vendor. The Double Barracks may include up to a maximum of twenty-two (22) hotelminium units [with the maximum number of lock out units, included as part of the twenty-two hotelminiums and not separate units, not to exceed twenty-twosixteen (22-16)] and the Hospital may include up to a maximum of twelve (12) hotelminium units [with the maximum number of lock out units, included as part of the twelve hotelminiums and not separate units, not to exceed twelve (12)]. The units contained within the Double Barracks and the Hospital buildings shall become members of a separate condominium association established for these two rehabilitated buildings, and each unit will also be considered a "lot" within DCHA, subject to all of the applicable restrictions, covenants, conditions, assessments and the like of both DCHA and the newly-established condominium association.

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3. Disposal of Solid Waste. All solid waste generated on the Premises shall be collected and disposed of privately, on the mainland, with temporary storage of such waste being handled within the building and disposed of in accordance with all applicable regulations, codes and laws; or if, in the City's opinion, it would not create an unreasonable burden thereon, at a municipally-operated island solid waste disposal facility. All solid waste shall be stored, collected and disposed of in accordance with the Maine Department of Environmental Protection's September 2009 Site Location of Development Act Minor Order (the "DEP Order) for the Inn at Diamond Cove, or

² For purposes of this Supplemental Conditions and Restrictions document, "reasonable and customary on-site hotel services" shall include but not be limited to laundry service, linen service, room service, health and fitness facilities, food and beverage service, concierge, etc.

successive DEP Order as may be amended. To the extent that there is a conflict between City regulations and the DEP Order, the stricter provision shall apply.

4. Fire Protection. The Double Barracks and Hospital buildings shall be fully sprinkled and have installed, and at all times functional, a central fire alarm system operative prior to the issuance of any certificate of occupancy for the respective building.

5. Transportation Services. The Owner/Manager of the Premises shall use its best efforts to secure from the Casco Bay Island Transit District year-round common carrier water transportation service to, from and between the Portland waterfront and the Diamond Cove Pier (or barge landing where appropriate for passengers and/or cargo) on a schedule to be established by the carrier based upon passenger demand; provided, however, that in the event that such service becomes unavailable, the Owner/Manager shall provide an equivalent alternative to such service, subject only to the approval thereof by the Public Utilities Commission, or such other regulatory authority having jurisdiction thereof. The Owner/Manager shall also provide suitable ground transportation from points of disembarkment within the Project to the hotelminiums. The Owner/Manager shall not provide motorized ground transportation off the Ft. McKinley Project site and the Owner/Manager, its guests, tenants, invitees and employees shall not operate motorized ground transportation of any kind to travel off the Ft. McKinley project site to the pier at the south end of the island except in the event of an emergency. All such transportation shall strictly conform to all existing ordinances, rules and regulations concerning travel outside of the project site to the public pier at the southerly end of Great Diamond Island. All owners, guests and employees will be directed to utilize Casco Bay Lines or private water shuttles arriving at the Diamond Cove Pier landing point or the barge landing point (at the north end of Great Diamond Island) and will be specifically advised not to utilize any off-site facilities, including the pier at the south end of the island. The Owner/ Manager shall conspicuously post, and keep posted in each hotelminium units at the Premises; a written notice of the applicable ordinances, rules and regulations. Moreover, the City shall have no obligation to provide mainland parking for any owner, occupant, guest or invitee of any hotelminium unit or any manager or on-site staff thereof.

6. Disposal of Sanitary Waste. The IDC is obligated hereunder to involve the City in all aspects of its sanitation waste licensing, and any modifications thereto, with any local, state or federal agency. This includes providing the City with copies of all information submitted to said agencies and involving the City in all meetings and discussions concerning sanitary waste disposal. No site plan or subdivision application shall be approved by the City unless and until documentation of Maine DEP approval of the sanitary waste system serving the Premises is provided.

7. Interpretation; Conflicts. The within conditions and restrictions are intended to supplement the existing Conditions and Restrictions and amendments thereto, all of which shall remain in full force and effect except as modified herein or as may be modified by further amendment or ordinance duly enacted by the City of Portland. In the event of any conflict between these Supplemental Conditions and Restrictions and the

pre-existing Conditions and Restrictions, as amended, these Supplemental Conditions and Restrictions shall control.

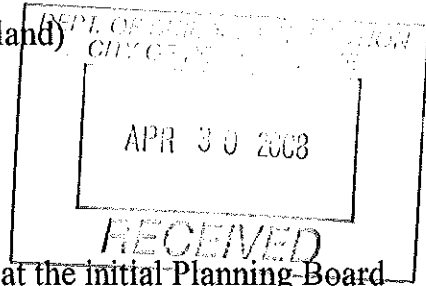
8. Site Plan Review. Nothing herein is intended to relieve the applicant/owner from complying with applicable standards under Site Plan Review.

083 EB 780

4/30/08

MEMORANDUM

TO: City of Portland Planning Department (Knowland)
FROM: The Inn At Diamond Cove, LLC
RE: Site Plan Application at Ft. McKinley
DATE: April 29, 2008



The following is in response to the various questions posed at the initial Planning Board workshop on April 22nd, in no particular order:

1. Sanitary Waste – The Project has confirmation of adequate current capacity in the existing system to handle all of the units proposed in the Double Barracks and Hospital. See enclosed correspondence from the Project’s consulting engineers at DeLuca-Hoffman Associates (Laverriere).
2. Transportation – The Project will have its own transportation needs and facilities quite apart from those provided by the Diamond Cove Homeowners Association (“DCHA”). During construction, all contractors will arrive at either the Cove landing or by barge landing on the north end of the island. The construction transportation will be provided by Casco Bay Lines and private water shuttles. Following construction, all of our owners, guests and employees will be directed to the same landing points utilizing the same services and specifically advised not to utilize any off-site facilities, including the public pier at the south end of the Island. Over time, it is possible that the Project and DCHA will collaborate on certain transportation but the Project will not be collaborating on any transportation which exits the Ft. McKinley site.
3. Public Water – From prior, extensive reviews, we confirm more than adequate capacity to service the Project. We have requested a confirmatory letter from the Portland Water District which has been assured to be delivered later this week.
4. Solid Waste – The Project will create new members of DCHA who will pay assessments accordingly. Part of that assessment is for solid waste disposal which is contracted by and entirely controlled by DCHA.
5. Financial and Technical Capability – Enclosed is a financing interest letter from TD Banknorth and a resume from Bateman Partners, LLC, development consultant. David Bateman initiated his involvement with the planning and build-out of the Project in the early 1980s. The list of consultants retained to work on this Project includes DeLuca Hoffman Associates, Archetype (David Lloyd) and Portland Builders.

6. Development Phasing – The Double Barracks construction will go forward immediately, assuming the permits are timely issued. The Hospital is anticipated to go forward in the next building season assuming the Double Barracks phase of the Project has proven successful.

7. Recreation and Open Space – Both the Double Barracks and the Hospital are badly dilapidated, existing structures not located on the areas designated as recreational or open space. The proposed swimming pool and cabana structures are located on what was labeled “Open Space/Recreation” in an exhibit to the City’s conditional rezoning document certified by the City Clerk on January 28, 1986 (“Project Conditions”). Section 1 of the Project Conditions provides that those portions of the Project “identified on the map attached hereto as open space shall be dedicated and reserved as such in perpetuity.” The term “open space” is not a defined term in the document. However, the proposed swimming pool and cabana are not materially different from the existing swimming pool/cabana constructed on the Parade Grounds in the 1980s after the Phase I permits were in hand. The Parade Grounds were also designated open space/recreation. From a legal perspective, we have precedent that the proposed pool/cabana does not violate the terms of the Project Conditions. From a practical standpoint, the existing swimming pool/cabana will not easily handle the additional use which would be generated by the Project. Providing a second facility will help assure the comfortable co-existence between the Project and DCHA, with no material loss of recreational area or open space and with no impacts upon historic vistas. In any event, the Project Conditions are elements of the conditional rezoning dating back to 1985 and it falls exclusively to the City to both interpret its document and decide whether the Project meets the criteria. With respect to the DCHA position, see Section 15 below.

8. Environmentally Sensitive Areas – The original site and subdivision approvals specifically anticipated the redevelopment of the Double Barracks and the Hospital, which were included in the allowable 134 units in the Phase I portion of the Project. In connection with the permitting for both Phase I and Phase II, environmentally sensitive areas were carefully mapped out. Neither the buildings involved in this Project nor the small area dedicated to the swimming pool/cabana were designated “environmentally sensitive areas”.

9. Shoreland Zoning – The Project is located in the interior of Ft. McKinley, several hundred feet from the nearest water bodies and does not fall within a shoreland zone.

10. Environmental Impact Analysis – Years and hundreds of thousands of dollars were invested in environmental impacts for both Phase I and Phase II, stretching from the 1980s into the 1990s. The Project is the rehabilitation of historic buildings which were formerly included in this analysis. The updated details on some of the

specific areas are noted in this memo. We have no information from any source suggesting that this Project needs more analysis other than that provided herein.

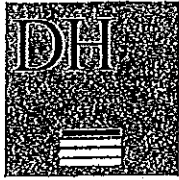
11. Emergency Services – The Double Barracks building has been designed with a central alarm and sprinkler system to meet local and state fire codes for the proposed use. See enclosed letter from Archetype dealing with Life Safety issues. The overall plan for emergency services for Ft. McKinley has been created and implemented by DCHA.

12. Mainland Parking – The Project's mainland parking needs will be met by Portland Harbor Hotel, pursuant to its various leasing arrangements with area parking lots, including the ramped parking facility located beneath Portland Harbor Hotel. See enclosed letter from Portland Harbor Hotel relating to mainland parking.

13. Organizational Status - The Inn At Diamond Cove, LLC is a Maine limited liability company with both a Clerk and a Registered Agent, registered with the Maine Secretary of State. The members are Maine Union Realty, LLC (a New York state limited liability company, with David Hart and members of his family as the principal members, together with Charles DesLauriers). Other members may be added. Ronald N. Ward is the Registered Agent.

14. Settlement Agreement with Maine Audubon Society, et al. – See enclosed memo from Ronald N. Ward on this topic.

15. DCHA Support – See enclosed copy of Second Amendment recorded in Book 25425, Page 2 confirming DCHA super majority approval of the Project.



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE B
SOUTH PORTLAND, MAINE 04106
TEL. 207 775 1121
FAX 207 879 0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION
- LANDSCAPE ARCHITECTURE

April 29, 2008

Ms. Richard Knowland, Senior Planner
Department of Planning and Development
City of Portland
389 Congress Street
Portland, ME 04101

**Subject: The Inn at Diamond Cove, LLC
Conditional Zoning Amendment
Diamond Cove, Great Diamond Island
Wastewater Treatment and Capacity**

Dear Mr. Knowland:

On behalf of The Inn at Diamond Island LLC, our office has prepared a summary of the wastewater treatment capacity available on Great Diamond Island in support of the applicant's requested proposal for the renovation and conversion of the "Double Barracks" (Building #46) and the "Hospital" (Building #19) into residential hotel condominiums.

The current wastewater treatment system consists of a gravity sewer collection system that conveys sanitary sewer flows to three sand filter beds for treatment prior to overboard discharge to Casco Bay. The wastewater treatment system is licensed by the MeDEP (Permit #W006931-41-A-N) to accept and treat 35,000 gallons per day based upon a monthly average.

The existing uses that are currently serviced by the wastewater treatment system and their associated sewer flow rates based upon Table 501.2 of the Maine Subsurface Waste Water Disposal Rules (MSWWDR) are summarized as follows:

2 one-bedroom units @ 90 gpd per bedroom	360 gpd
15 two-bedroom units @ 90 gpd per bedroom	2,700 gpd
53 three-bedroom units @ 90 gpd per bedroom	14,310 gpd
9 four-bedroom units @ 90 gpd per bedroom	3,240 gpd
200-seat restaurant with 25 employees	
@ 30 gpd per seat	6,000 gpd
@ 15 gpd per employee	375 gpd
2 administrative offices	480 gpd
Marina pump out	90 gpd
Special event tent	1,750 gpd
Gift store with 2 employees @ 15 gpd per employee	30 gpd
Total flow =	29,335 gpd

It should be noted that the MSWWDR design flow rates are generally conservative. For comparison, our office reviewed the flow meter records for the wastewater treatment system from the period from

Mr. Richard Knowland
April 29, 2008
Page 2

October 2005 through March 2008. These flow records were provided by the operator (Diamond Cove Home Owners Association). Based upon a review of this data, the annual records for 2006 showed the highest flow rates over the annual basis; therefore, these records were used on a conservative basis for comparison with flow rates computed from the MSWWDR. A detailed summary of the flow records is appended to this letter. In addition, a graphical presentation of the flow meter records is also appended to this letter which depicts the seasonal fluctuations of flow rates throughout the year to the wastewater treatment system.

In general, the period from late fall to early spring (October through April) represents the least occupancy and usage on the island. The seasonal uses such as the marina, special event tent and restaurant are closed and only a limited number of year-round residents remain on the island. The peak period of activity and use on the island occurs during the period of May through September.

As indicated in the daily and monthly flow records, the highest flows during 2006 occurred during the month of May through August. Specifically, the highest monthly average daily flow rates occurred in May with a flow rate of 24,066 gpd, which correlates reasonably well with the 29,335 gpd flow rate computed based upon the MSWWDR.

The proposed renovation of the "Double Barracks" will create twenty residential units. These twenty units consist of six 1-bedroom units, six 2-bedroom units and eight 3-bedroom units for a total of 36 bedrooms with a projected daily flow rate of 3,240 gpd (90 gpd per bedroom). Therefore the addition of the "Double Barrack" renovation will result in a total flow of 32,575 gpd (29,335 gpd plus 3,240 gpd) resulting in a remaining surplus flow 2,425 gpd that is allocated to for the future "Hospital" renovation. This surplus future flow allocation amount of 2,425 gpd is more than adequate up to twelve 2-bedroom units.

Based upon a review of the 2006 wastewater treatment system flow records, the existing wastewater treatment system has sufficient capacity to accommodate the projected flows associated with the planned renovation of the "Double Barracks" as well as provide sufficient reserve capacity for the future renovation of the "Hospital".

Please contact our office with any questions you may have concerning this letter.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

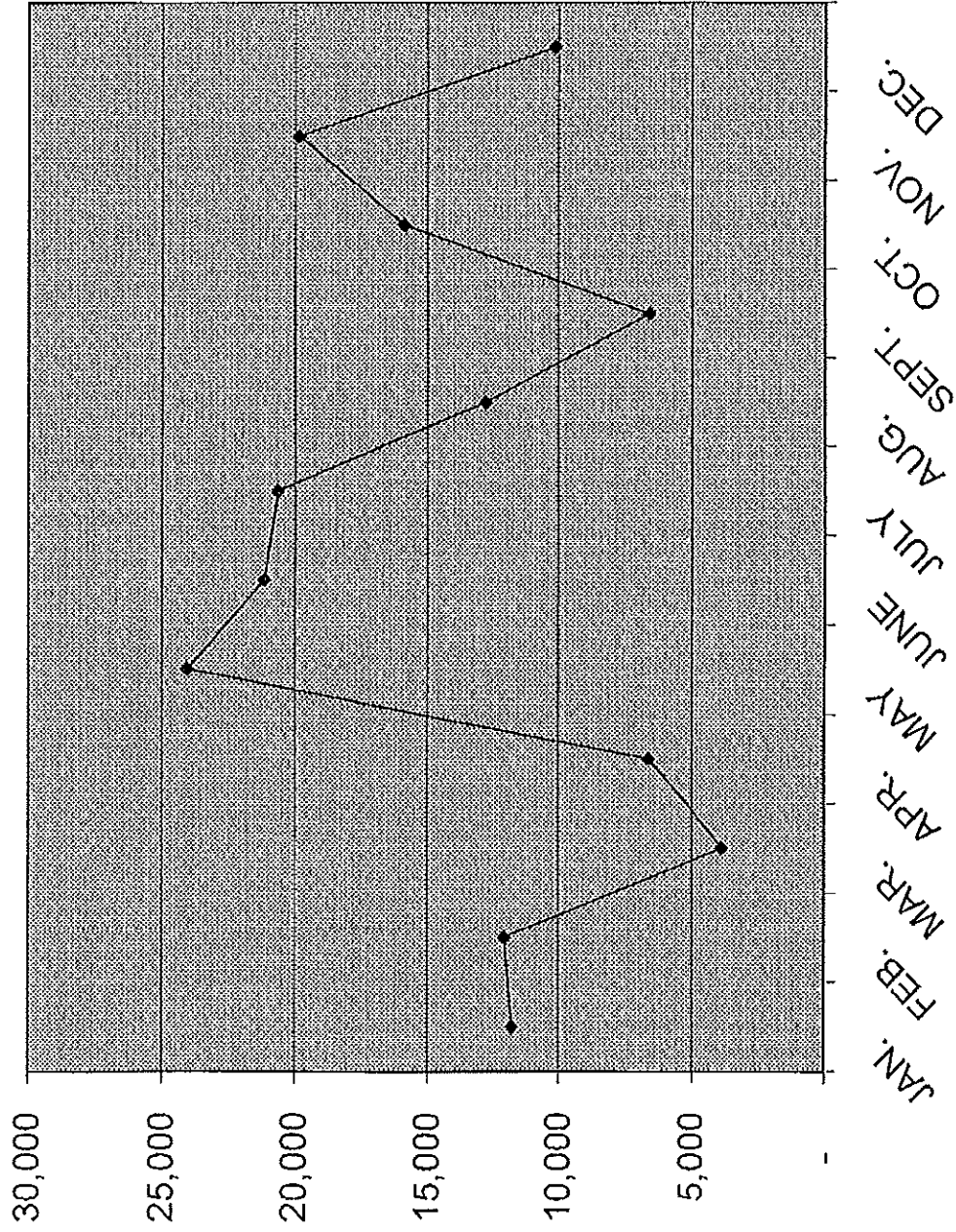

Joseph A. Laverriere, P.E.
Senior Engineer

JAL/sq/JN2769/Knowland-4-29-08

Attachments

C: David Bateman – The Inn at Diamond Cove, LLC

Diamond Cove Monthly ADF (gallons)



DIAMOND COVE
SANITARY SEWER FLOW RECORDS

JANUARY 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		20,843
2		17,300
3		12,732
4		6,594
5		8,916
6		8,338
7		6,273
8		7,053
9		6,524
10		6,128
11		14,078
12		11,011
13		9,201
14	Y	23,948
15		19,165
16		13,632
17		11,735
18	Y	23,619
19		18,301
20		12,729
21		12,586
22		21,845
23		N/A
24		7,689
25		11,202
26		7,602
27		8,081
28		8,145
29		7,393
30	Y	7,716
31		6,529

TOTAL MONTHLY FLOW	353,897	GALLONS
TOTAL DAYS	30	
AVERAGE DAILY FLOW	11,797	GALLONS

FEBRUARY 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		6,242
2		6,038
3	Y	41,970
4		40,629
5	Y	41,741
6		27,510
7		18,651
8		14,888
9		12,938
10		11,007
11		11,008
12		8,801
13		8,784
14		7,497
15		6,938
16		6,977
17		7,602
18		6,771
19		6,975
20		6,197
21		6,431
22		6,592
23		4,691
24		4,874
25		5,645
26		5,330
27		3,844
28		2,880

TOTAL MONTHLY FLOW	337,911	GALLONS
TOTAL DAYS	28	
AVERAGE DAILY FLOW	12,068	GALLONS

MARCH 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		2,689
2		2,667
3		2,654
4		3,178
5		3,685
6		3,460
7		3,161
8		2,423
9		2,793
10	Y	2,889
11		3,088
12		2,787
13		3,963
14	Y	8,453
15		6,684
16		5,744
17		5,703
18		6,473
19		5,415
20		4,529
21		4,321
22		3,922
23		3,384
24		3,600
25		3,945
26		3,479
27		3,003
28		2,786
29		2,649
30		3,099
31		2,670

TOTAL MONTHLY FLOW	118,654	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	3,828	GALLONS

APRIL 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		3,173
2		3,018
3		2,682
4	Y	16,612
5		14,956
6		13,314
7		11,287
8		10,579
9		8,627
10		7,705
11		7,075
12		6,419
13	Y	6,437
14		7,284
15		7,450
16		6,713
17		6,664
18		5,432
19		4,938
20		3,523
21		3,872
22		5,198
23	Y	4,941
24	Y	6,300
25		2,950
26		3,806
27		3,650
28		5,021
29		6,056
30		4,574

TOTAL MONTHLY FLOW	198,855	GALLONS
TOTAL DAYS	30	
AVERAGE DAILY FLOW	6,629	GALLONS

MAY 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		3,610
2	Y	61,284
3	Y	46,467
4		30,166
5		20,189
6		15,428
7		12,633
8		10,624
9		11,337
10	Y	16,413
11	Y	26,266
12	Y	54,843
13	Y	61,136
14	Y	37,900
15	Y	40,352
16	Y	53,483
17		32,703
18		24,137
19	Y	26,072
20		18,313
21		17,070
22		19,635
23		16,550
24		13,949
25		13,051
26		11,273
27		11,232
28		13,920
29		11,274
30		7,663
31		8,097

TOTAL MONTHLY FLOW	746,060	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	24,066	GALLONS

JUNE 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		8,001
2	Y	10,201
3	Y	36,839
4	Y	40,365
5		25,612
6		17,350
7	Y	44,685
8	Y	67,444
9		46,091
10	Y	66,675
11		33,883
12		27,332
13		17,044
14		17,395
15		16,030
16		13,469
17		10,180
18		10,372
19		10,853
20		8,645
21		10,019
22		10,181
23		11,749
24	Y	14,723
25		14,642
26		10,685
27		10,254
28	Y	9,083
29		12,500
30		12,311

TOTAL MONTHLY FLOW	634,498	GALLONS
TOTAL DAYS	30	
AVERAGE DAILY FLOW	21,150	GALLONS

**DIAMOND COVE
SANITARY SEWER FLOW RECORDS**

JULY 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		13,226
2		15,815
3		14,301
4		12,876
5		11,871
6		11,015
7		12,674
8		14,476
9		13,111
10		8,076
11	Y	12,349
12		29,727
13	Y	44,492
14		28,553
15		26,711
16		20,975
17		18,769
18		15,611
19		13,816
20		15,543
21		31,525
22	Y	35,699
23	Y	35,716
24		30,384
25		22,194
26		21,371
27		20,387
28		26,863
29		24,604
30		16,955
31		18,459

TOTAL MONTHLY FLOW	638,941	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	20,611	GALLONS

AUGUST 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		21,204
2		18,035
3		17,341
4		17,867
5		16,748
6		17,871
7		14,403
8		14,145
9		14,531
10		13,472
11		15,730
12		13,111
13		14,207
14		11,851
15	Y	13,340
16		10,242
17		18,971
18		4,296
19		13,761
20	Y	14,100
21		9,221
22		11,111
23		10,233
24		6,642
25		15,817
26		13,019
27		7,844
28	Y	7,623
29		6,694
30		7,314
31		6,165

TOTAL MONTHLY FLOW	396,609	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	12,794	GALLONS

SEPTEMBER 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		7,088
2		8,563
3	Y	8,883
4		10,167
5		5,209
6		4,587
7		4,568
8		13,372
9		2,781
10		5,345
11		4,545
12		6,281
13		6,133
14		4,028
15		5,375
16		7,616
17		5,850
18		7,132
19		18,248
20		7,478
21		6,858
22		5,761
23	Y	4,484
24		5,422
25		5,422
26		6,422
27		4,310
28		5,891
29	Y	6,019
30		7,835

TOTAL MONTHLY FLOW	197,778	GALLONS
TOTAL DAYS	30	
AVERAGE DAILY FLOW	6,693	GALLONS

OCTOBER 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		5,268
2		7,223
3		7,066
4		6,452
5		3,920
6		6,049
7		6,827
8		4,389
9		4,833
10		2,874
11		17,253
12	Y	26,495
13		12,939
14		12,470
15		9,547
16		8,440
17		12,345
18		9,145
19		10,397
20	Y	31,103
21		27,606
22		26,704
23		19,054
24		12,004
25		14,696
26		12,322
27		18,183
28	Y	69,120
29		41,219
30		27,444
31		22,385

TOTAL MONTHLY FLOW	491,592	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	15,858	GALLONS

NOVEMBER 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1		16,283
2	Y	12,248
3		12,405
4		9,955
5		10,474
6		8,372
7		12,890
8	Y	48,530
9		58,945
10		26,116
11		31,206
12	Y	23,750
13	Y	32,203
14	Y	60,148
15		20,888
16	Y	24,945
17	Y	34,420
18		19,794
19		22,107
20		11,288
21		12,086
22		12,676
23		16,085
24		12,127
25		13,313
26		12,798
27		8,480
28		7,554
29	Y	6,581
30	Y	6,250

TOTAL MONTHLY FLOW	595,015	GALLONS
TOTAL DAYS	30	
AVERAGE DAILY FLOW	19,834	GALLONS

DECEMBER 2006

DAY	RAIN (Y/N)	DAILY FLOW (GALLONS)
1	Y	15,821
2		12,050
3		10,618
4		8,338
5		8,751
6		8,898
7		6,421
8		5,112
9		5,288
10		6,236
11	Y	5,704
12		5,704
13	Y	4,431
14		5,475
15	Y	4,726
16	Y	7,884
17		5,131
18		4,158
19		6,057
20		6,348
21		3,038
22	Y	5,136
23	Y	23,458
24		16,650
25		18,469
26		17,737
27		16,056
28		12,979
29		19,924
30		19,315
31		17,511

TOTAL MONTHLY FLOW	313,402	GALLONS
TOTAL DAYS	31	
AVERAGE DAILY FLOW	10,110	GALLONS

Bateman Partners, LLC was created specifically to develop and manage real estate, which the principals have done since 1979. The principals have developed projects in southern Maine in excess of 100 million dollars from 1979 through 2008. Many of these projects Bateman Partners, LLC and or its principals still own and or manage.

The Principals of Bateman Partners, LLC initially developed both elderly and family subsidized housing in conjunction with the New Hampshire and Maine state housing authorities. The focus of development eventually spread to market rate housing and commercial office buildings as the city of Portland grew throughout the 1980's. Recreational developments which included the Falmouth Country Club and its adjacent residential subdivision as well as Diamond Cove, a 193-acre island resort community.

Most recently Bateman Partners, LLC has acted as both the development consultant and partners in the Tidewater Farm and Village project in Falmouth Maine. This project consist of 85 acres of land which was rezoned to allow the construction of 50 single family homes, 22 residential condominiums, 65,000 sq' of commercial office space and a 75 room Inn. At this point in time this development is 50% built out with another 2 years left in construction. The Principals of Bateman Partners are David Bateman, Nathan Bateman, and Aaron Bateman.

David Bateman is the president of Bateman Partners, LLC. Mr. Bateman is a trained architect with extensive experience in the field of design and construction. Mr. Bateman is responsible for all day-to-day management of the Bateman Partners, LLC entities and their assets

Mr. Bateman has extensive experience in the following specific areas:

- Feasibility and market analysis
- Project design and master planning
- Local, State and federal approvals and permitting
- Project financing
- Equity syndication
- Contract negotiation
- Construction supervision and estimating
- Project management
- Sales and Marketing

Since 1979 Mr. Bateman has been responsible for the acquisition, development, and management of real estate projects with a combined development cost in excess of One Hundred million dollars.

Mr. Bateman's personal goal has been to provide Maine with innovative projects, which improve the quality of life for its residents. Whether it be pioneering the concept of "scattered site" family housing, (a method which blends subsidized housing into existing

neighborhoods), creating Maine's first elderly congregate care facility, or through traditional commercial and resort developments, the basic commitment to quality of life has never been compromised.

Nathan Bateman is the Vice President of Bateman Partners, LLC. Nathan holds a degree in Finance and Entrepreneurial studies from Babson College. Nathan assists David Bateman in all day-to-day management of the Bateman Partners, LLC entities and their assets. Nathan responsibilities also include creating feasibility studies for potential projects, obtaining local and state approvals, securing financing and overall all project management.

Aaron Bateman is the Treasure of Bateman Partner, LLC. Aaron holds a degree in Finance from Babson College and maintains a successful property management company in Saco, Maine.

REAL ESTATE PROJECTS DEVELOPED BY DAVID BATEMAN AND BATEMAN PARTNERS, LLC

Subsidized Housing Projects	Development Costs
- Summer Street / 32 units of elderly and family housing Located in Biddeford, Maine	1.40 M
- Presidential Housing / 45 units of elderly housing Located in Biddeford, Maine	2.00 M
- Central Block / 24 units of elderly housing Located in Farmington, New Hampshire	1.10 M
- Bethel Housing / 20 units of elderly housing Located in Bethel, Maine	.98 M
- Pleasant Street / 45 units of elderly and family housing Located in Saco, Maine	2.40 M
- Lincoln Street / 21 units of scattered site family housing Located in Saco, Maine	1.60 M
- Pierson Lane / 68 units of scattered site family housing Located in Biddeford, Maine	4.90 M
- Front Street / 36 units of elderly housing Located in Sanford, Maine	1.90 M
- Falls I / 61 units of family housing Located in Saco, Maine (moderate income)	3.40 M
	19.68M
 Commercial Projects	
- Marineast Complex / 87 market rate rental town homes 10,000 sq.ft. Commercial building South Portland, Maine	6.00 M
- Safford House / historic rehabilitation 9,000 sq.ft. commercial office building Portland, Maine	.83 M
- Harbor Plaza / 60,000 sq.ft. commercial office building and 200 car parking facility Portland, Maine	7.50 M

- Lowell St. Medical Building / 30,000 sq.ft. medical building with offices and ambulatory clinic facility Portland, Maine	1.80 M
- Ocean View Retirement Complex / 70 unit congregate care facility Falmouth, Maine (Phase I)	4.50 M
- Bay View Apartments / 71 unit market rate rental complex Portland, Maine	2.40 M
- Falmouth Country Club / 18 hole championship golf course and related private club facilities Falmouth, Maine	4.73 M
- Falmouth on the Green Subdivision / 122 lot residential subdivision encompassing 450 acres, which surround the Falmouth Country Club Falmouth, Maine	5.70 M
- Diamond Cove McKinley Estates / 197 acre resort development Located on Great Diamond Island Portland, Maine	16.00 M
- Cummings Mill / 48 Luxury Apartments Located in the historic Cummings Mill, South Berwick, Maine	5.6 M
- Portland Harbor Hotel / 100 room boutique Hotel located in the "Old Port" Commercial Area of Portland, Maine	13.00 M
- OHM Properties, LLC 6,000 sq' medical office building Located in Falmouth, ME	1.5 M
	69.56 M

Project Currently Under Development / Construction

- Tidewater Farm / 50 lot subdivision and 75 room inn Located in Falmouth, ME	6.00 M
- Tidewater Village / Road and Utility upgrades to support 4 Commercial building pad sites in Falmouth, ME	2.00 M
- TV#2 / 20,000 sq' building consisting of 7 residential condos and 4 commercial condominiums	4.2M
- CCCEA Multipurpose Learning Facility / 6,000 sq' of office space For the University of Maine and Cumberland County Cooperative Extension Located in Falmouth, ME	1.6 M
- 468 Fore Street / 16,000 sq' of office, retail and hotel facility. This facility supports the existing Portland Harbor Hotel Located in Portland, ME	5.7 M
- The Inn at Diamond Cove / 20 unit Condo Hotel Located on Great Diamond Island, Portland ME	6.5M
	26 M

April 24, 2008

Nathan Bateman
The Inn at Diamond Cove, LLC
Bateman Partners, LLC
261 Commercial Street
Portland, ME 04101

RE: The Inn at Diamond Cove

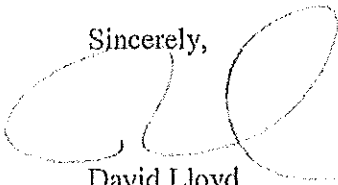
Dear Mr. Bateman,

In reference to the above mentioned project, which is the conversion of the Double Barracks on Great Diamond Island to a hotel use, please be advised of the following:

1. The building was designed under the code criteria of NFPA 101. This code covers Life Safety issues. I have also had preliminary discussions with Steve Dodge, plan reviewer at the State Public Safety Office. We are both in agreement that drawings to date are in compliance with this code.
2. The building is to be fully sprinkled per NFPA 13.
3. The design is in compliance with the IBC CODE 2003 edition. These code criteria will be verified in final construction documentation.

Please understand that all design work in connection with this building will abide by the above code criteria yielding a current code compliant building.

Sincerely,



David Lloyd
Architect



PORTLAND HARBOR HOTEL

Old Port District

April 29, 2008

Inn at Diamond Cove, LLC
PO Box 3572
Portland, ME 04104

Re: Mainland Parking Facilities for
the Proposed Inn at Diamond Cove

Gentlemen:

The Portland Harbor Hotel, acting as the Manager for the proposed Inn at Diamond Cove, will provide mainland parking for the island guests. The Portland Harbor Hotel currently has adequate excess parking available through both its on and off site parking leases.

Sincerely,

Gerard Kiladjian
General Manager



468 Fore Street, Portland, Maine 04101 · 207-775-9090

Fax: 207-775-9990 · Reservations: 888-798-9090 · www.portlandharborhotel.com

Daniel Amory*
 Harry R. Pringle*
 Richard A. Spencer*
 Gerald M. Zelint
 Ronald N. Ward*
 David J. Backer*
 John S. Kaminski*
 William L. Plouffe*
 Jerrol A. Crouter*
 Michael E. High*
 Richard A. Shinay*
 Bruce W. Smith*
 Gary D. Vogel*
 E. William Stockmeyer*
 Benjamin E. Marcus*
 Melissa A. Hewey*†
 Eric R. Herlan*††
 Jeanne M. Kincaid*†
 Gregory W. Sample*
 Daniel J. Rose*†
 Kaighn Smith, Jr.*
 Daina J. Nathanson*
 Edward J. Kelleher*
 S. Campbell Badger*
 Melissa L. Ciley◊
 Amy K. Tchao*†
 David S. Sherman, Jr.*
 Robert P. Nadeau*
 Stephen C. Jordan*††
 Catherine D. Alexander*
 Brian D. Willing*
 John Lisnik, Jr.*†
 Aaron M. Pratt*†
 James C. Schwelienbach*†
 Elizabeth D. McEvoy*
 Jeffrey T. Piampiano*
 Peter C. Felnly*
 Jessica M. Emmons*
 Jonathan M. Goodman*
 Mika K. Reynolds*
 Abigail Greene Goldman*
 Amy J. Visentin*
 Sara S. Hellstedt*

Consultants

Roger P. Kelley
 Labor Relations &
 Conflict Management

Ann S. Chapman
 Policy & Labor Relations

Christopher P. O'Neil
 Governmental Affairs

Michael J. Opuda Ph.D.
 Special Education

Of Counsel

Harold E. Woodsum, Jr.*
 Hugh G. E. MacMahon*
 Joseph L. DeLafield III*
 Robert L. Gips*
 Donald A. Kopp*

* Admitted In Maine
 † Admitted In New Hampshire
 ◊ Admitted in Missouri

MEMORANDUM

TO: City of Portland Planning Department
FROM: Ronald N. Ward
RE: Ft. McKinley Settlement Agreement dated April 12, 1991
DATE: April 29, 2008

At the initial workshop session on April 22, 2008, references were made to an agreement entered into between the developer and the various opposition environmental groups. The inference of one of those comments was that the environmental groups reserved some jurisdiction over the current Project which is located entirely within Phase I of the Ft. McKinley Project. You have asked that we respond to this theory.

Enclosed is a copy of the Agreement entered into between the developer (Diamond Cove Associates) and Maine Audubon Society, Casco Bay Island Development Association and Island Institute. This Agreement was entered into to settle on-going litigation involving Phase II of the Project, comprised primarily of single family lots. As of the date of the Agreement, Phase I of the Project had been fully permitted and was well into construction. David Bateman was personally involved in all of the negotiations.

As you will note from the Agreement itself, there is no suggestion that this settlement agreement was intended to affect anything other than the subject matter of the litigation, i.e., Phase II. To the extent that the environmental groups now reference some control over "open space and recreation areas", that is limited to the designated areas appearing on the Phase II plan recorded in Plan Book 191, Page 143. That plan does not include the current Project.

RNW:kjl
 Enclosure

AGREEMENT

This Agreement is entered into this 12th day of April, 1991 by and between Diamond Cove Associates, of Portland, Maine; Maine Audubon Society, of Falmouth, Maine; Casco Bay Island Development Association of Portland, Maine; and Island Institute, of Rockland, Maine.

WHEREAS, Diamond Cove Associates (hereinafter "DCA") has proposed a residential subdivision for property which it owns on the northerly portion of Great Diamond Island, Portland, Maine; said development consisting of single family house lots (said house lots being Phase II of the project), the number of said house lots being 39 under a January 22, 1991 Site Location of Development Application; and

WHEREAS, DCA received Site Location of Development Law approval (hereinafter "Site Location Order") for Phase I of the project from the Maine Department of Environmental Protection (hereinafter "DEP") on December 10, 1986; said Phase I consisting of "townhouse" commercial and residential uses; and

WHEREAS, DCA applied on July 27, 1987 to the DEP for approval of a 70 lot subdivision project under the Site Location of Development Law and said application was denied on December 13, 1989; and

WHEREAS, DCA has appealed the denial of its application to the Maine Supreme Judicial Court, which appeal is still pending; and

WHEREAS, Maine Audubon Society, Casco Bay Island Development Association, and Island Institute are concerned about the adverse impacts on the visual characteristics, historic values, and the unusual natural areas of Casco Bay and Great Diamond Island associated with Phase II of the project; and

WHEREAS, Maine Audubon Society, Casco Bay Island Development Association, and Island Institute wish to ensure that DCA will complete Phase II in a manner which will fit harmoniously into the environment and without unreasonable adverse impacts on the visual characteristics, historic values and unusual natural areas on the Island; and

WHEREAS, DCA desires to avoid the continued opposition of Maine Audubon Society, Casco Bay Island Development Association and Island Institute to the construction of Phase II as proposed in January, 1991; and

WHEREAS, all parties wish to avoid unnecessary litigation, including the now pending appeal of the December 13, 1989 denial; and

WHEREAS, Maine Audubon Society, Casco Bay Island Development Association and Island Institute wish to provide for a mechanism under which they can monitor compliance with the covenants and restrictions which are intended to retain the visual characteristics, historic values and unusual natural areas on the Island;

NOW THEREFORE: In consideration of the mutual covenants and promises set forth in this Agreement, the parties agree as follows with respect to the January 22, 1991 Phase II application as amended by this Agreement:

A. Appeal and New Application:

1. DCA will withdraw its pending appeal of the denial of its July 27, 1987 Site Location of Development Application upon execution of this Agreement.

2. Maine Audubon Society, Island Institute and Casco Bay Island Development Association will not in any way oppose or express any reservation about DCA's Phase II application of January 22, 1991, as amended by this Agreement. The obligation of this paragraph shall be broadly construed and includes, without limitation, communications to governmental officials and agencies and to the press, and further applies not only to the organizations identified but also to employees and members of such organizations, acting in their corporate capacities, who participated in negotiating this Agreement.

Maine Audubon Society, Island Institute and Casco Bay Island Development Association and those individuals previously mentioned shall not request a reconsideration of DEP approval of the January 22, 1991 Phase II application as amended by this Agreement and shall not appeal to the courts the DEP approval of the January 22, 1991 Phase II application as amended by this Agreement.

3. In the event DCA makes any changes to its January 22, 1991 Phase II application as amended by this agreement the parties agree that the rights of Maine Audubon Society, Island Institute and Casco Bay Island Development Association to oppose the application are restored without limitation.

4. DCA agrees not to amend its January 22, 1991 Phase II application by adding any proposed lots beyond those contained in the existing application on file.

5. DCA agrees to provide notice of any and all additional DEP or other, State, Municipal or Federal regulatory filings or amendments to Maine Audubon Society, Island Institute and Casco Bay Island Development Association.

B. Design Review Process:

1. DCA agrees that a violation of the Covenants and Restrictions or the Design Review Guidelines shall be a violation of any Site Location of Development Law approval, whether conditional or unconditional, issued by the DEP for Phase II as proposed in DCA's January 22, 1991 application.

2. DCA agrees that provision B.1 of this Agreement shall become part of the Declaration of Covenants and Restrictions and further agrees that conditions concerning scenic impacts which may be imposed by the DEP shall also become part of the Declaration of Covenants and Restrictions.

3. DCA agrees to amend the Design Review Guidelines and the Declaration of Covenants and Restrictions submitted as part of its January 22, 1991 application as shown on the attached revised Guidelines and Covenants.

C. Gun Batteries:

1. DCA agrees that gun batteries Farry, Berry, Weymouth and Carpenter shall be subject to the terms of the Memorandum of Agreement by and between the Advisory Committee on Historic Preservation, the U.S. Environmental Protection Agency and the State Historic Preservation Office dated May 23, 1989 and further agrees that such gun batteries shall be made subject to a restrictive covenant running to the Homeowners Association which prohibits all building upon or physically altering such gun batteries. The Homeowners Association may not release or amend such covenants.

D. Amended Declaration of Covenants and Restrictions; Open Space:

1. All areas shown as open space recreation within Phase II on the plans accompanying the January 22, 1991 application will remain as open space and will not be divided or built upon or otherwise altered from their natural character in the future. Such restrictions on future use of these areas shall be placed in the Declaration of Covenants and Restrictions and with a provision that they not be amended or deleted, without the consent of all Phase II lot owners, Maine Audubon Society, Casco Bay Island Development Association and the Island Institute.

2. The Declaration of Covenants and Restrictions for Diamond Cove, recorded in the Cumberland County Registry of Deeds in Book 8930, Page 243, shall be completely amended by the preparation and recordation of an amended and restated Declaration covering Phase I and Phase II. The amended Declaration shall provide Maine Audubon Society, Casco Bay Island Development Association and Island Institute a limited right to enter upon the common areas of the project upon reasonable notice periodically each year to ensure that there have been no

violations of the covenants and restrictions contained in the amended Declaration which are intended to protect and preserve the visual characteristics, historic values and unusual natural areas of the Diamond Cove project. The amended Declaration shall be in form and substance satisfactory to counsel for Maine Audubon Society, Casco Bay Island Development Association and the Island Institute.

3. Maine Audubon Society, Casco Bay Island Development Association and Island Institute, their successors and assigns shall have the right to enforce and continue to enforce the terms and provisions of this Agreement and of the amended and restated Declaration of Covenants and Restrictions and Design Review Guidelines which are intended to protect and preserve the visual characteristics, historic values, including gun batteries, open space and unusual natural areas of the Diamond Cove project against DCA and its successors and assigns including without limitation the lot owners in Phase II and the Diamond Cove Homeowners Association. Notice of this right of enforcement shall be incorporated into the amended Declaration. The right of enforcement shall run with the land and be binding upon all subsequent owners of the Phase II lots and the common areas.

E. Contract; Authorization:

1. The terms of this Agreement are contractual and not a mere recital.

2. The signatories hereto represent that they are duly authorized to sign this Agreement.

F. Interpretation and Remedies:

The parties agree that the terms of this Agreement shall be interpreted according to Maine law and that an action to enforce this Agreement and the Declaration of Covenants and Restrictions as well as the Design Review Guidelines (as may be amended from time to time) may be brought in a Maine court of competent jurisdiction by the parties.

The parties recognize that this Agreement, and the Covenants and Guidelines require actions with respect to third parties, such as government agencies, the Diamond Cove Homeowners Association, and Great Diamond Island residents. The parties also recognize that breach of many of the terms of the Agreement, Covenants and Guidelines will result in irrevocable harm, harm that is difficult to assess, and/or harm that is difficult to measure financially--this is particularly true with respect to environmental harm. Thus, the parties agree that in most instances specific performance is the appropriate remedy for any breach of this Agreement or the Covenants and Guidelines.

In some instances, however, specific performance may not be adequate to fully remedy the harm created by a breach. In this

situation, in addition to the remedy of specific performance, a party harmed by the breach may seek other legal and equitable remedies.

If specific performance will not in any way remedy harm created by a breach, the parties agree that specific performance is not the appropriate remedy for breach. In this situation, the parties agree that a party harmed by the breach may seek other legal and equitable remedies.

The parties also agree that the breaching party will not challenge specific performance as a remedy for the breach, unless specific performance will in no way remedy the harm caused by the breach.

G. Confidentiality:

The parties to this Agreement agree that the contents of this Agreement may be made public once it is signed and intend that a copy of this Agreement be forwarded to the Maine DEP upon execution.

H. Binding on Successors:

This Agreement is binding on the successors in interest and assigns of the parties.

I. Consents:

DCA shall obtain the consent of its mortgagees and ground lessors of record to the amended Declaration and shall cause such mortgagees and ground lessors, if any, to each enter into a form of consent or joinder agreement to the amended Declaration acceptable to counsel for Island Institute under which such mortgagees or ground lessors agree to be subject to the terms of the amended Declaration.

J. Further Actions and Assurances:

DCA, Maine Audubon Society, Casco Bay Island Development Association and Island Institute agree to each proceed in good faith using their best efforts to accomplish the matters contemplated hereby, including, without limitation, to draft and agree upon a revised set of Design Review Guidelines and an amended and restated Declaration of Covenants and Restrictions which accomplish the matters addressed herein to the satisfaction of counsel for each of the parties hereto. DCA agrees to use its best efforts to obtain the consents of its mortgagees and ground lessors and of any and all owners of lots within the project to the amended and restated Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned have set their hands.

DIAMOND COVE ASSOCIATES

DATED: April 12, 1991

BY: 
WILLIAM L. PLOUFFE, ATTORNEY

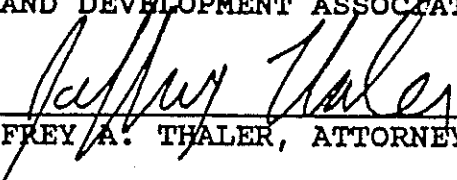
MAINE AUDUBON SOCIETY

DATED: April 12, 1991

BY: 
ELIZABETH L. LOVEJOY, ATTORNEY

ISLAND INSTITUTE & CASCO BAY
ISLAND DEVELOPMENT ASSOCIATION

DATED: April 12, 1991

BY: 
JEFFREY A. THALER, ATTORNEY

DAA0041C

SECOND AMENDMENT
TO AMENDED AND RESTATED GENERAL DECLARATION
OF COVENANTS AND RESTRICTIONS
Diamond Cove, Great Diamond Island, Portland, Maine

THIS CERTIFICATE OF SECOND AMENDMENT is made by the DIAMOND COVE HOMEOWNERS ASSOCIATION, a Maine nonprofit corporation (the "Association"), with the affirmative vote of at least sixty-seven percent (67%) in voting interest of the owners of the Association.

WHEREAS, the rights and obligations of the members of the Association, the owners of properties at Diamond Cove on Great Diamond Island in Portland, Maine, is governed by that certain Amended and Restated General Declaration of Covenants and Restrictions dated December 17, 1993 and recorded at the Cumberland County Registry of Deeds in Book 11277, Page 322; as modified by First Supplement to Amended and Restated General Declaration of Covenants and Restrictions dated February 25, 1994 and recorded at said Registry of Deeds in Book 11307, Page 200, Amended and Corrected Second Supplement to Amended and Restated General Declaration of Covenants and Restrictions dated August 27, 1999 and recorded at said Registry of Deeds in Book 15011, Page 87, Third Supplement to Amended and Restated General Declaration of Covenants and Restrictions dated February 5, 2001 and recorded at said Registry of Deeds in Book 16009, Page 317 (the "Third Supplement"), and Fourth Supplement to Amended and Restated General Declaration of Covenants and Restrictions dated July 26, 2002 and recorded at said Registry of Deeds in Book 17985, Page 251; and as amended by Amendment to Amended and Restated General Declaration of Covenants and Restrictions dated July 26, 2002 and recorded at said Registry of Deeds in Book 17897, Page 347 (collectively, as modified and amended, the "Declaration");

WHEREAS, with the Third Supplement, fourteen (14) residential lots were created in Building 46 at Diamond Cove;

WHEREAS, to date, said fourteen (14) residential lots have remained unsold and undeveloped, and currently are owned by the City of Portland, a body politic and corporate with a place of business at 389 Congress Street, Portland, Maine 04101; and

WHEREAS, the following Second Amendment to the Declaration was adopted to provide for the development of the residential lots within Building 46 (the "Double Barracks Lots"), and to amend the Declaration in certain other respects;

NOW, THEREFORE, the undersigned officers of the Association hereby certify that the following Second Amendment to the Declaration was adopted at a meeting of the Association duly called and held in accordance with the Association Bylaws by an affirmative vote of at least sixty-seven percent (67%) in voting interest of the owners, and that all required notices were duly served upon owners, Eligible Mortgage Holders, the Maine Audubon Society, the Casco Bay Island Development Association, and the Island Institute.

1. Waiver of Assessments on Double Barracks Lots.
 - a. Upon transfer by the City of Portland of all Double Barracks Lots to a developer approved by the Association's Board of Directors (the "Approved Developer"):
 - i. Any lien on the Double Barracks Lots held by the Association for past assessments due shall be released of record; and
 - ii. No Double Barracks Lot shall be subject to assessment pursuant to Article 8 of the Declaration until "developed" (as hereinafter defined); provided, however, that such temporary waiver of assessments shall expire, and all Double Barracks Lots shall be subject to assessment (whether developed or not), on July 1, 2008.
 - b. As used herein, a Lot shall be deemed "developed" when a certificate of occupancy for such Lot is issued by the City of Portland. For purposes of calculating assessments by the fraction set forth in the third paragraph of Section 8.1.3 of the Declaration, Double Barracks Lots shall not be included in the denominator of such fraction until subject to assessment pursuant to this Section.
2. Voting of Double Barracks Lots. Upon transfer by the City of Portland of all Double Barracks Lots to the Approved Developer, no Double Barracks Lot shall be entitled to a vote in accordance with Section 6.2 of the Declaration until subject to assessment pursuant to Section 1 above.
3. Increase in Number of Double Barracks Lots. The Approved Developer may increase the number of individual Double Barracks Lots within Building 46, from fourteen (14) up to a maximum of twenty two (22) residential lots, provided that:
 - a. The Approved Developer shall prepare at its sole cost, for the review and approval by the Association's Board of Directors, (i) a Supplement to the Declaration to describe the changes made, and (ii) a revised Phase I Plan (Sheet 3 of 7) to show the changes made, showing the location of all boundaries of the Double Barracks Lots; and
 - b. The Approved Developer shall obtain, at its sole cost and to the reasonable satisfaction of the Association's Board of Directors, any and all necessary approvals, including (without limitation): (i) from the City of Portland; (ii) from the State of Maine Department of Environmental Protection; and (iii) from any mortgagee(s) of the Double Barracks Lots.

? How many

Any such change shall be effective when the Supplement to the Declaration and the revised Phase I Plan(s) are executed by both the President and Secretary of the Association and then recorded at the Cumberland County Registry of Deeds.

4. Hotel Condominium. The Approved Developer may declare Building 46 as a condominium, and the units so created shall be the Double Barracks Lots and shall be treated as residential lots for all purposes under the Declaration, provided that:
- a. Notwithstanding anything to the contrary in the provisions of Section 4.1 of the Declaration, Building 46 may be used for purposes consistent with a residential hotel condominium, including reasonable and customary on-site services limited to the owners and their guests and tenants in residence, but specifically excluding third-party functions or any on-site commercial food or beverage operation, subject to all applicable governmental land use laws and ordinances. Each Double Barracks Lot shall only be used for no more than one single family dwelling; provided, however, that rental tenants shall not be subject to the "single family" restriction of Section 2.15 of the Declaration, but shall be limited to a maximum occupancy of six (6) persons per Double Barracks Lot.
 - b. Notwithstanding anything to the contrary in the provisions of Section 4.12 of the Declaration, the Approved Developer may incorporate directional signage within the existing signage of the Association and may place a single sign at the entry driveway to Building 46, subject to applicable governmental land use laws and ordinances and the approval of the Association's Board of Directors.

In connection with any such declaration of condominium for Building 46:

- c. The condominium shall be subject in all respects to the Declaration (as hereby amended), and any lien established upon a Double Barracks Lot pursuant to the Declaration shall be prior to any lien established in connection with the condominium.
- d. With respect to any action taken or contemplated to be taken by the condominium association or any condominium hotel management company for Building 46 (any such association or company responsible for the maintenance of the Building 46 condominium common areas hereinafter referred to as the "Building 46 Manager"), the Association shall have the power to veto any such action taken or contemplated to be taken by the Building 46 Manager that is inconsistent with the Declaration (as hereby amended), and the Association also shall have the power to require specific action to be taken by the Building 46 Manager in connection with the obligations and responsibilities set forth in the Declaration, such as requiring that Building 46 and all improvements thereto be kept and maintained in clean, safe, attractive and sightly condition and in good repair.
- e. The Approved Developer shall have the right to designate the front, side and rear yards currently allocated to the Double Barracks Lots (pursuant to Section 10.3 of the Declaration) as common area for use in common (together with the courtyard area allocated to Building 46 pursuant to Section 10.2 of the Declaration) by all owners, guests and tenants of the owners of the Double Barracks Lots, in which

event the revised Phase I Plan submitted by the Approved Developer pursuant to Section 3(a) above shall be revised accordingly.

- f. If the Building 46 Manager maintains, repairs and landscapes the front, side and rear yards and the courtyard area allocated to the Double Barracks Lots (pursuant to Section 10 of the Declaration) to a standard at least equal to that required by the Declaration, as reasonably determined by the Association's Board of Directors, then any charge included in the Association's assessments to Phase I lot owners for maintenance, repairs and landscaping performed by the Association within such Phase I areas shall be deducted from the Association's assessments to the owners of the Double Barracks Lots. If the Building 46 Manager fails to maintain, repair and landscape the front, side and rear yards and the courtyard area allocated to the Double Barracks Lots to a standard at least equal to that required by the Declaration, as reasonably determined by the Association's Board of Directors, then the Association shall have the right (but no obligation) to cause such maintenance, repair and landscaping to be performed at the cost of the owners of the Double Barracks Lots.
 - g. Either the Approved Developer or the Building 46 Manager shall maintain with respect to Building 46 commercial general liability insurance having limits in such amounts as shall be reasonably acceptable to the Association, under a policy covering the Association as an additional insured, to be written on an occurrence basis. Certificates of such insurance shall be delivered to the Association at or prior to the commencement of construction of the development of Building 46, and thereafter upon request and within twenty (20) days prior to the expiration of such policies. The policy providing such insurance shall include a provision that such insurance shall not be terminated or substantially changed by the insurer without twenty (20) days' prior written notice to the Association.
5. Golf Carts and Other Vehicles. Notwithstanding the provisions of Section 4.7 of the Declaration, the owners of the Double Barracks Lots shall not have the right to own and operate any golf cart, neighborhood electrical vehicle, electric personal assistive mobility device (a/k/a human transporter), low-speed vehicle as currently defined in 29-A M.R.S.A Section 101, or any similar vehicle, unless (i) the City of Portland amends its applicable Conditional Rezoning Agreement to allow more than eighty-two (82) such vehicles within Phase I of the Diamond Cove development, and (ii) the Association's Board of Directors approves such ownership and operation. One or more vehicles may be operated for the benefit of the owners of the Double Barracks Lots for service purposes, including the common transportation of goods and passengers, provided that (a) the Association's Board of Directors approves the number (if that number exceeds two) and type of such vehicle(s), (b) the Approved Developer shall obtain, at its sole cost and to the reasonable satisfaction of the Association's Board of Directors, any and all necessary approvals (including, without limitation, from the City of Portland) for such vehicle(s), and (c) liability insurance with respect to such vehicle(s) is maintained, according to the terms set forth in Section 4(g) above.

6. Swimming Pool and Service Bar Area. In connection with the development of Building 46, the Approved Developer shall construct, at its sole cost, an in-ground swimming pool and service bar area for use by the owners, guests and tenants of the owners of the Double Barracks Lots, and (subject to reasonable rules and regulations) other members of the Association, in a location at the common properties to be agreed upon by the Approved Developer and the Association's Board of Directors. The common properties necessary for such swimming pool and service bar area shall be leased by the Association to the Building 46 Manager, subject to reasonable terms and conditions as determined by the Association's Board of Directors. The Approved Developer shall obtain, at its sole cost and to the reasonable satisfaction of the Association's Board of Directors, any and all necessary approvals (including, without limitation, from the State of Maine Department of Environmental Protection) for the proposed swimming pool and service bar area, which may be located within "Open Space Recreation Areas" of Phase I if specifically permitted by such approvals.
7. Wastewater Treatment System. The Approved Developer shall prepare at its sole cost, for the review and approval by the Association's Board of Directors, a plan of improvements to the existing wastewater treatment system necessitated by the development of the Double Barracks Lots. Such approval by the Association's Board of Directors of the plan of improvements shall not be unreasonably withheld, and any withholding of such approval shall be based upon the report of a licensed engineer commissioned by the Association. The Approved Developer shall obtain, at its sole cost and to the reasonable satisfaction of the Association's Board of Directors, any and all necessary approvals (including, without limitation, from the State of Maine Department of Environmental Protection) for such approved improvements and development. Commencing with the first year that all Double Barracks Lots are "developed" and subject to assessment pursuant to Section 1 above, the Association will reimburse the Approved Developer one-half of the costs of such improvements, up to a maximum of \$100,000, to be paid by the Association in equal installments over five years.
8. Approved Developer; Assignment. This Second Amendment shall not take effect unless and until the City of Portland shall convey all Double Barracks Lots to the Approved Developer. The Approved Developer may not assign its rights or obligations hereunder without the prior written consent of the Association's Board of Directors, which consent shall not be unreasonably withheld.
9. Termination. In the event that the Approved Developer shall not substantially commence construction of the development of Building 46 (as evidenced by the obtaining of a building permit from the City of Portland and commencement of construction activity by the Approved Developer) by July 1, 2008, then at the election of the Association's Board of Directors at any time prior to substantial commencement of construction, the provisions hereinbefore set forth in Section 3 (Increase in Number of Double Barracks Lots), Section 4 (Hotel Condominium, and/or Section 6 (Swimming Pool and Service Bar Area) may be terminated and rendered null and void. Any such election by the Board of Directors shall be effective when a notice of such termination is executed by both the

President and Secretary of the Association and then recorded at the Cumberland County Registry of Deeds.

10. Declaration. Except as set forth in this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Diamond Cove Homeowners Association has caused this instrument to be executed by its President and Secretary, as of July ____, 2007.

DIAMOND COVE HOMEOWNERS ASSOCIATION

Witness

By: Philip J. Guarino
Philip J. Guarino, its President

Witness

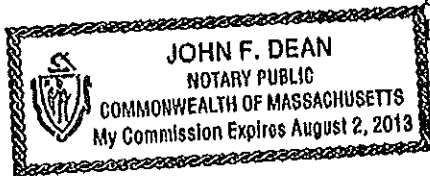
By: John Burge
John Burge, its Secretary

STATE OF MAINE
COUNTY OF CUMBERLAND

July ____, 2007

Then personally appeared the above named Philip J. Guarino, President of Diamond Cove Homeowners Association, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Diamond Cove Homeowners Association.

Before me,



Notary Public / Attorney-at-Law
Print Name: JOHN F. DEAN

P:\Users\acaleagn\IDCHA\Garden\2Amdt6c.doc

Commonwealth of Massachusetts
Middletown, ss.

On this 15th day of August, 2007, before me, the undersigned notary public, personally appeared

Philip J. Guarino
proved to me through satisfactory evidence of identification, which were MAD, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

SEAL

Received
Recorded Registrar of Deeds
Aug 28, 2007 02:19:03P
Cumberland County
Paula E. Lovley



TD Banknorth, N.A.
One Portland Square
P.O.Box 9540
Portland, ME 04112-9540
T: 207 761-8500
Toll Free: 800 462-3666
TDBanknorth.com

April 29, 2008

Mr. Richard Knowland
Planning Division
City of Portland
389 Congress Street
Portland, ME 04101

Re: The Inn at Diamond Cove, LLC

Dear Mr. Knowland:

TD Banknorth, N.A. has reviewed preliminary financial and project information on the development to be known as The Inn at Diamond Cove.

TD Banknorth, N.A. has not issued a commitment to provide construction financing for this project. The bank would welcome the opportunity to discuss the possibility of financing the project with the project owners at some point in the future.

If you need any additional information, please call.

Sincerely,

A handwritten signature in black ink that reads 'David A. Bronson'.

David A. Bronson
Senior Vice President

Rick Knowland - FW: Diamond Cove

From: Ronald Ward <rmw@dwmlaw.com>
To: 'Rick Knowland' <RWK@portlandmaine.gov>
Date: 4/29/2008 1:47 PM
Subject: FW: Diamond Cove
CC: 'Nathan Bateman' <nathan@batemanpartnersllc.com>, David Bateman <david@batemanpartnersllc.com>

Rick- attached is pdf from the architect showing the actual layout of the individual condo units, totaling 20 in all. 6 are 1 bedroom, 6 2 bedroom and 8 are 3 bedroom units. We'll answer your specific question in a separate memo.

The response to your 15 point memo of 4/23 is in processing and assembly of enclosures now.

Ronald N. Ward, Esq.
Drummond Woodsum & MacMahon
PO Box 9781
245 Commercial Street
Portland, ME 04104

207-772-1941
207-772-3627 (fax)
rward@dwmlaw.com

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From: Nathan Bateman [mailto:nathan@batemanpartnersllc.com]
Sent: Tuesday, April 29, 2008 11:25 AM
To: Ronald Ward
Subject: FW: Diamond Cove

Nathan Bateman
Bateman Partners, LLC
245 Commercial Street
Portland, ME 04101
Tel: 207-772-2992
Fax: 207-772-1881

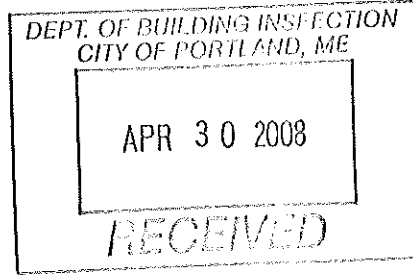
nathan@batemanpartnersllc.com

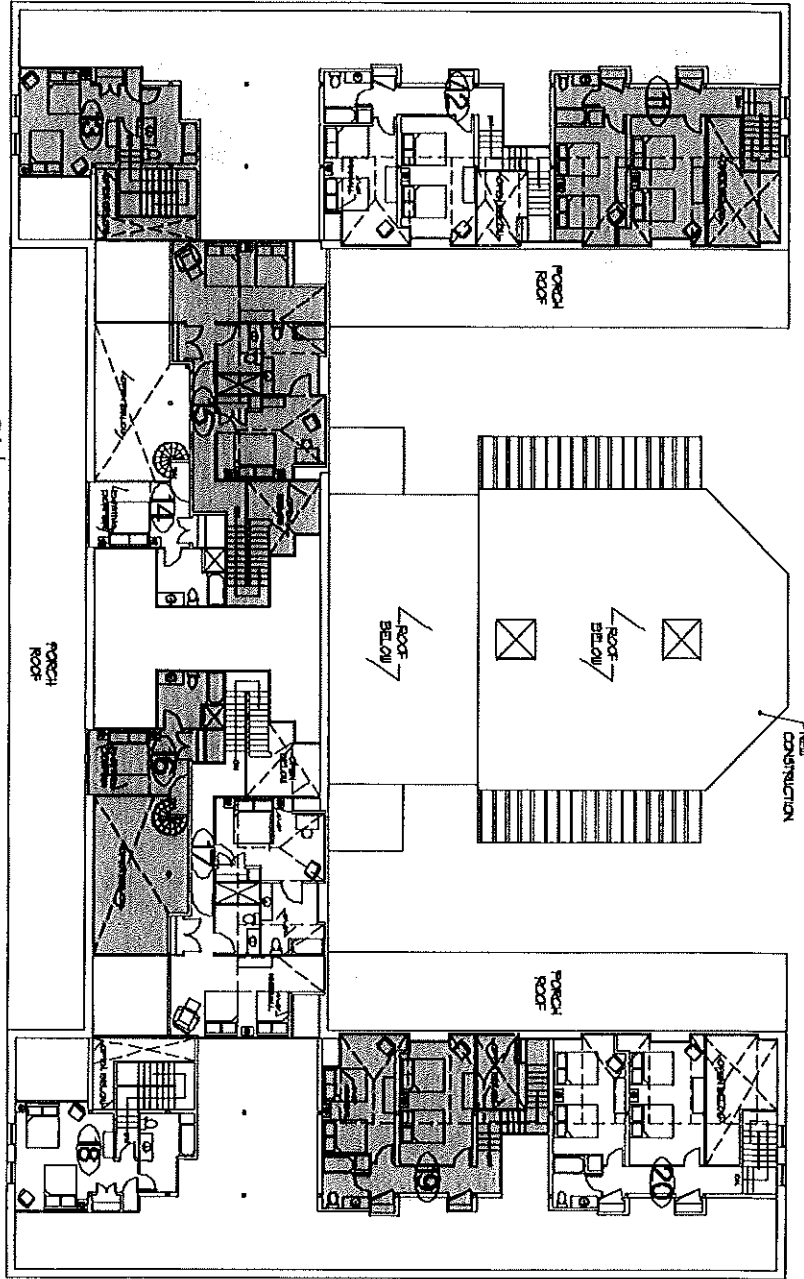
From: David Hickman [mailto:hickman@archetypepa.com]
Sent: Thursday, April 24, 2008 3:03 PM
To: Nathan Bateman
Subject: Diamond Cove

Sorry, please disregard the previous e-mail.

David Hickman
Archetype, P.A.
48 Union Wharf
Portland, ME 04101
Phone: (207) 772-6022
Fax: (207) 772-4056

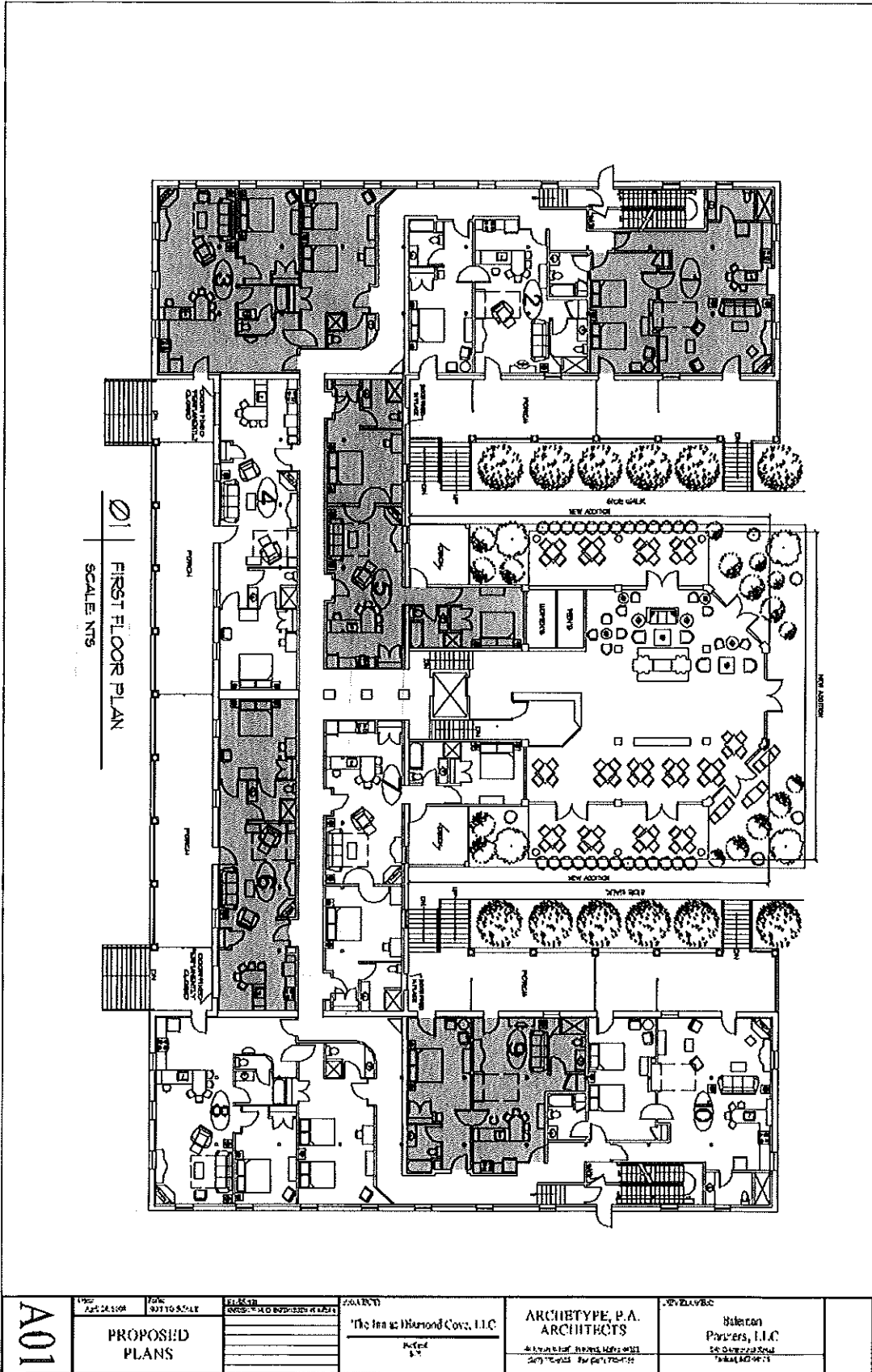
hickman@archetypepa.com
<http://www.archetype-architects.com>





THIRD FLOOR PLAN
SCALE: NTS

A03	DATE	NO.	DESCRIPTION	PROJECT	ARCHITECT	CLIENT
	12.14.14	1	PROPOSED PLANS	The Inn at Nantux Cove, LLC	ARCHETYPE, P.A. ARCHITECTS 14 East 4th St. Portland, ME 04101 503.724.2222 Fax 503.724.1009	Hartman Partners, LLC 140 Commercial Street Portland, ME 04101



1/8" = 1'-0"
FIRST FLOOR PLAN
SCALE: NTS

A01

<p>11/15/11 11/15/11</p>	<p>1/8" = 1'-0" 1/8" = 1'-0"</p>	<p>11/15/11 11/15/11</p>	<p>11/15/11 11/15/11</p>	<p>11/15/11 11/15/11</p>	<p>11/15/11 11/15/11</p>
<p>PROPOSED PLANS</p>	<p>ARCHITYPE, P.A. ARCHITECTS</p>	<p>The Inn at Harwood Cove, LLC</p>	<p>11/15/11</p>	<p>11/15/11</p>	<p>11/15/11</p>

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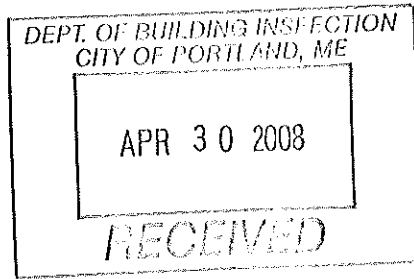
nathan@batemanpartnersllc.com

From: David Hickman [mailto:hickman@archetypepa.com]
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TD Banknorth, N.A.
One Portland Square
P.O.Box 9540
Portland, ME 04112-9540
T: 207 761-8500
Toll Free: 800 462-3666
TDBanknorth.com

April 29, 2008

Mr. Richard Knowland
Planning Division
City of Portland
389 Congress Street
Portland, ME 04101

Re: The Inn at Diamond Cove, LLC

Dear Mr. Knowland:

TD Banknorth, N.A. has reviewed preliminary financial and project information on the development to be known as The Inn at Diamond Cove.

TD Banknorth, N.A. has not issued a commitment to provide construction financing for this project. The bank would welcome the opportunity to discuss the possibility of financing the project with the project owners at some point in the future.

If you need any additional information, please call.

Sincerely,

A handwritten signature in black ink that reads 'David A. Bronson'.

David A. Bronson
Senior Vice President

Rick Knowland - FW: Diamond Cove

From: Ronald Ward <rnw@dwmlaw.com>
To: 'Rick Knowland' <RWK@portlandmaine.gov>
Date: 4/29/2008 1:47 PM
Subject: FW: Diamond Cove
CC: 'Nathan Bateman' <nathan@batemanpartnersllc.com>, David Bateman <david@batemanpartnersllc.com>

Rick- attached is pdf from the architect showing the actual layout of the individual condo units, totaling 20 in all. 6 are 1 bedroom, 6 2 bedroom and 8 are 3 bedroom units. We'll answer your specific question in a separate memo.

The response to your 15 point memo of 4/23 is in processing and assembly of enclosures now.

Ronald N. Ward, Esq.
Drummond Woodsum & MacMahon
PO Box 9781
245 Commercial Street
Portland, ME 04104

207-772-1941
207-772-3627 (fax)
rnw@dwmlaw.com

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