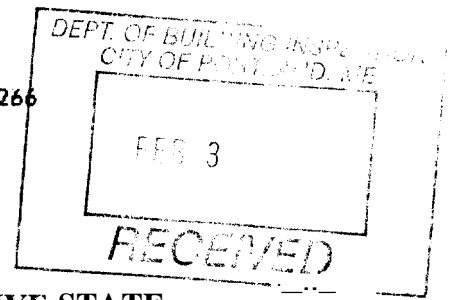


Doc#: 92325 Bk:22046 Pg: 266



RELEASE DEED

KNOW ALL BY THESE PRESENTS, That **SEVENTY-FIVE STATE STREET, f/k/a Home for Aged Women**, a Maine non-profit corporation with a mailing address of 75 State Street, **Portland, Maine** (the "Grantor"), for consideration paid, does hereby release to **MARK MCCAIN**, with a mailing address of 31 Mill Street, Yarmouth, Maine 04096 (the "Grantee"), the following lots or parcels of land with buildings thereon, in the City of Portland, County of Cumberland, **State** of Maine, situated on the northeasterly side of State Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows (the "**Property**"):

Parcel 1 (69 State Street)

BEGINNING on the northeasterly side of State Street in said City of Portland at a point about seventy (70) feet northwesterly from the intersection of the northeasterly side of State Street with the northwesterly side of Danforth Street, and at the corner of land formerly of E.C. Rogers and now of the Home for the **Aged**; from said point of beginning running **thence** northwesterly by the northeasterly side of State Street **twenty-six (26)** feet, more or less, to land formerly of **A.G. Dewey** and more recently conveyed by **Carl J. Ward, et al.**, to Glen Lane, et al. by warranty deed dated December 10, 1956 and recorded in **the** Cumberland County Registry of Deeds in **Book** 2331, Page 1;

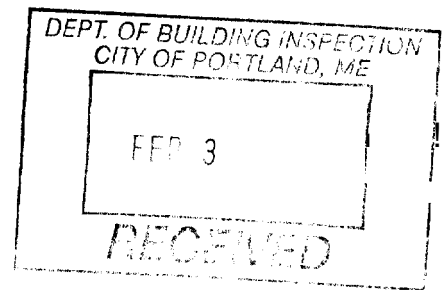
Thence, running northeasterly by said Lane land one hundred (100) feet, more or less, to land formerly of E.L. **Fox**, et al., and now of the Home for the Aged;

Thence, running southeasterly by said **Fox** land **twenty (20)** feet, more or less, to a corner and other **land** of the Home for the Aged;

Thence, running southwesterly, southeasterly and southwesterly by said Home for the Aged land to said **Street** and the POINT OF BEGINNING.

Reference is made to a deed from Mary J. State to **Home for the Aged**, dated March 29, 1966 and recorded in the Cumberland **County** Registry of Deeds in **Book** 2351, Page 509. Further reference is made to a Warranty Deed from Home for the Aged to Home for Aged Women, dated November 18, 1983 and recorded in said registry of deeds in **Book** 6327, Page 241.

MAINE REAL ESTATE TAX PAID



Parcel 2 (71 State Street)

A certain lot or parcel of land, with the buildings thereon, situated on the Northeastwardly side of State Street, in **said** City of Portland, and being situated between premises now or formerly of Alice Wright on the Southeast and **premises** of the Frederick **Fox** heirs on the Northwest and having a width of twenty-six (26) feet on State Street and extending **back** Northeastwardly from State Street, a distance of about eighty-five (85) feet to land formerly of the Estate of Daniel **Fox** on **the** Northeast; together with one-half of the brick partition wall dividing and between the **brick** house on the land **hereby** conveyed and the house on land now or formerly of said Wright, now owned **by** Seventy-Five State Street.

Reference is made to a Personal Representative's Deed from Joan Canavan, the Personal Representative of the **Estate** of Mary **A. Lane**, to Seventy-Five State Street dated October 1, 1996 and **recorded** in the Cumberland County Registry of Deeds in **Book** 12748, Page **162**.

ALSO CONVEYING an easement over **an existing paved parking** lot located on other land of Grantor **as** described in **Parcel Five** in a deed recorded in the said registry of deeds in Book 6701, **Page 69** (the "Grantor's Property"), running from Danforth St. **in** a general northwesterly direction along the easterly line of Grantor's Property to the rear portion of **the** Property, for the sole purpose of affording Grantee and Grantee's guests and invitees access to the **parking** spaces located in the rear portion of the Property (the "Property's Parking Area"). **RESERVING** to Grantor, its successors and assigns, the right to designate **and** relocate **said** easement as deemed necessary in Grantor's sole discretion, **ALSO RESERVING** to Grantor, its successors and assigns, guests **and** invitees, the right and easement **to** access and **use** the Property's Parking **Area as** a turn-around for vehicles and to cross over and through the Property's Parking **Area** so as to afford access to other parking areas of Grantor.

SUBJECT TO the following restrictions which **shall** inure to the benefit of the Grantor's remaining land, and be binding upon the Grantee, its successors **and** assigns:

1. Grantor shall have the **right** but not the obligation to repair and maintain the Property's Parking **Area** including snow removal.
3. For a term of five (5) years from the date of this deed, Grantor reserves for **itself** and its successors and **assigns**, a **right** of first **refusal** to purchase the Property at each time **the** Property is **sold** or **title** is transferred. This right of **first refusal** shall not apply in **the** event of transfer by **mortgage** deed, or the foreclosure of any such mortgage, but any such exempt transferee shall continue to hold the Property subject to this restriction in the case of any **subsequent** transfer. In the event of any **and** every such sale or transfer, **the** Grantee or other transferor **shall** notify Grantor. in writing, **of** the terms and amount of any **bona fide** offer. Grantor shall have fifteen (15) days following receipt of said bona fide **offer** to **exercise** its right to purchase the Property upon the same terms and amount specified in said offer **by** sending written notice of intent to purchase to Grantee or other

proposed transferor, Upon exercise of this right of first refusal, Grantee or the proposed transferor shall convey to Grantor marketable title to the Property by a quitclaim deed with covenant.

3. Conveyance of the Property to the Grantee herein is specifically made upon the following conditions (the "Performance Conditions"):

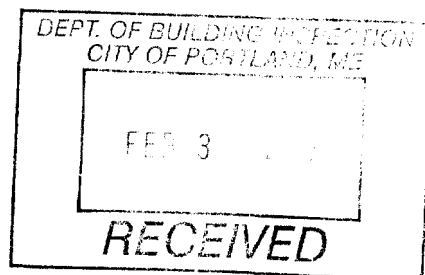
- (i) That Grantee undertake substantial rehabilitation of the Property within twenty-four (24) months from the date of said conveyance; and
- (ii) That Grantee completes rehabilitation of the Property, evidenced by the issuance of a certificate of occupancy from the City of Portland, within four (4) years of the date of said conveyance.

In the event of Grantee's failure to meet either of the Performance Conditions, then the Grantor, its successors or assigns, may advise the Grantee of such failure by written notice delivered to Grantee. Said notice may either provide Grantee with an extension to attain compliance with the Performance Conditions or shall inform Grantee that the Performance Conditions have been breached. If said notice does provide an extension and Grantee continues to fail to meet the terms of the Performance Conditions within the time period specified in the notice, then the Performance Conditions shall be deemed to have been breached upon the expiration of said extension. In the event of such breach. Grantor may, at its option, within ninety (90) days of said breach, tender to the Grantee the amount paid by Grantee for the Property and Grantee shall execute and deliver to Grantor a warranty deed conveying the property.

IN WITNESS WHEREOF, Seventy-Five State Street has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Anthony Forgione its President this 22 day of November 2004.

SEVENTY-FIVE STATE STREET, a
Maine non-profit corporation

By: Anthony Forgione
Anthony Forgione
President

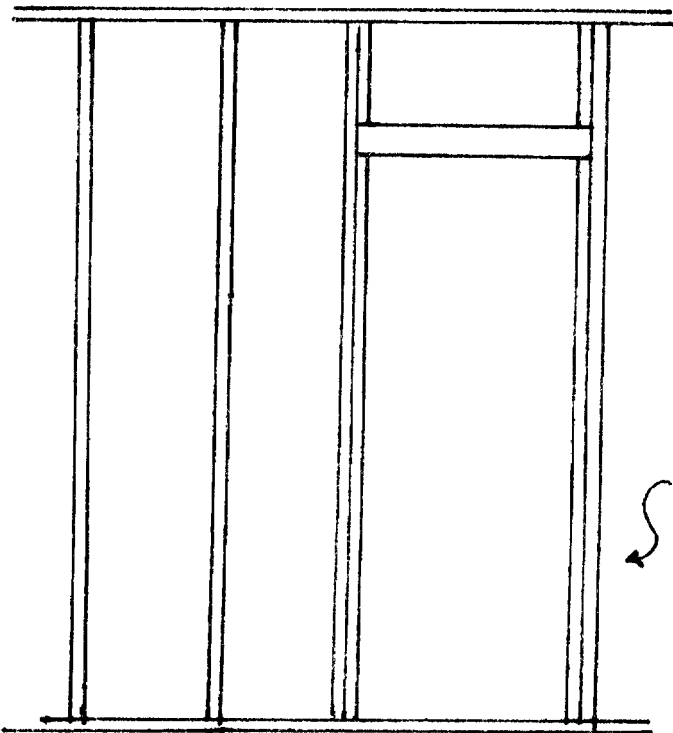
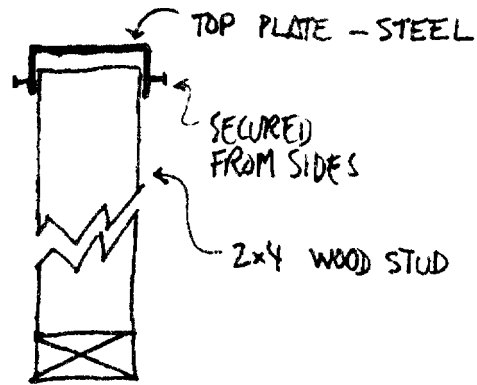
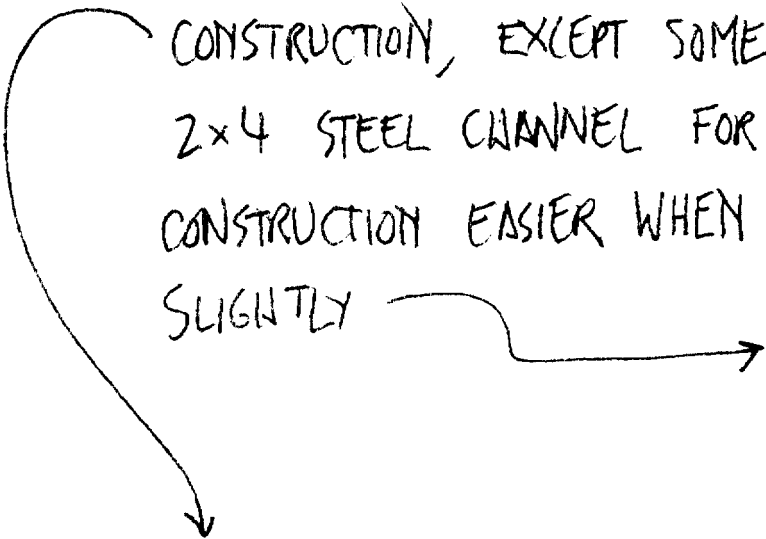


69-71 STATE STREET, PORTLAND
WALL CONSTRUCTION DETAIL

OK

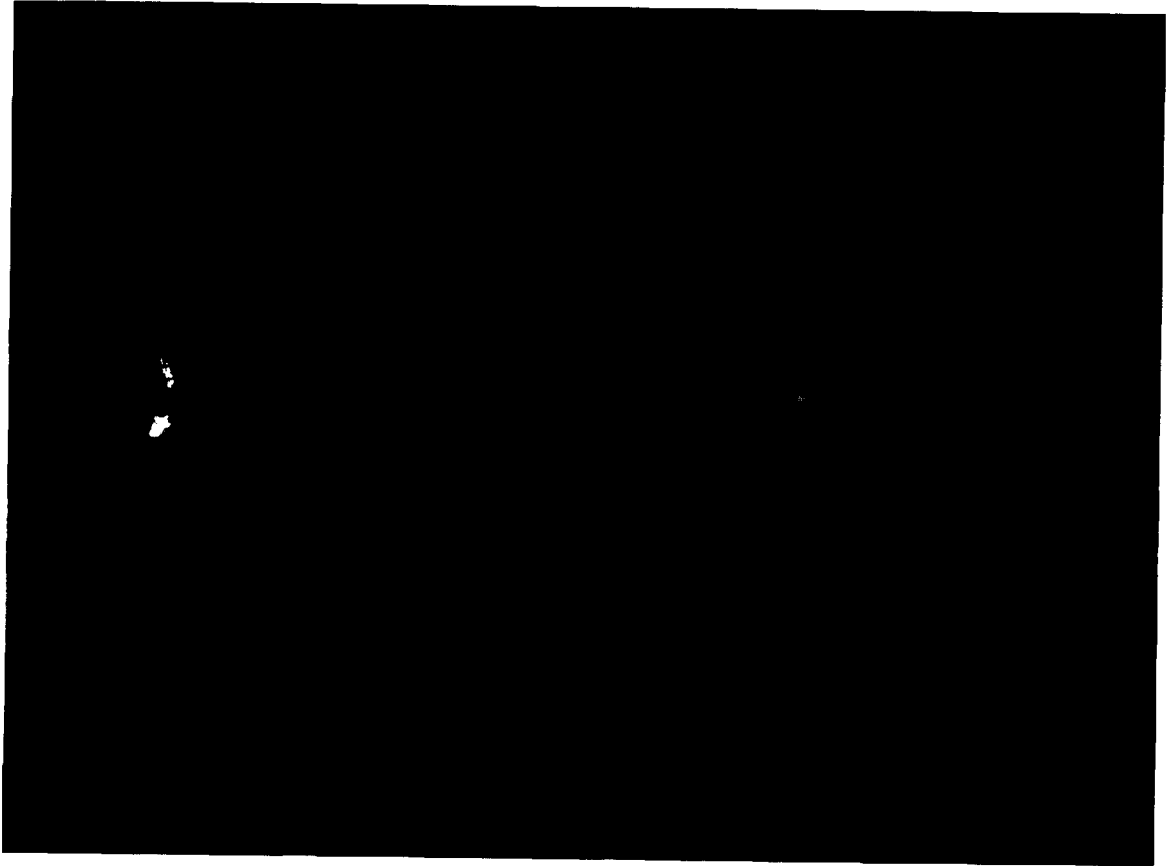
NO LOAD-BEARING WALLS WILL BE ADDED OR REMOVED.

ALL NEW PARTITION WALLS WILL BE STANDARD 2x4 CONSTRUCTION, EXCEPT SOME WALLS MAY HAVE A 2x4 STEEL CHANNEL FOR THE TOP PLATE TO MAKE CONSTRUCTION EASIER WHEN STUD HEIGHTS VARY SLIGHTLY



TYPICAL 2x4 WALLS
STUDS 16" O.C.

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
FEB 3
RECEIVED



69 STATE STREET
EXISTING REAR STAIRWAY
9^{5/8}" RISERS, 9" + ¹/₂" TREADS



CITY OF PORTLAND, MAINE
Department of Building Inspections

Feb 3 2006

Received from Mark McLean

Location of Work 109-71 State St

31,000

Cost of Construction \$ 27,500

Permit Fee \$ 573.00

Build^{ing} (TL) Plumbing (15) Electrical (12) Site Plan (U2)

Other _____

CBL: 4469 415

Permit #: 1568 Total Collected \$ 573.00

THIS IS NOT A PERMIT

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

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

Derrin



Huntsville, Alabama 35807
PAX (256) 721-0144, Phone (256) 837-4411

CERTIFICATION TEST REPORT

Flotation Systems, Inc.
2700 Alabama Highway 69 S
Cullman, AL 35057

REPORT NO. 50431-01
CUSTOMER P.O. NO. 120503
CONTRACT NO. N/A
NUMBER OF PAGES 10
DATE December 30, 2003

1.0 TEST SPECIMEN: Two-Inch Continuous Rail Section

2.0 PART NUMBER: N/A

3.0 SERIAL NO: N/A

4.0 REFERENCES:

- Flotation Systems, Inc. Purchase Order No. 120503
- Wyle Laboratories' Quotation No. 542/023550/DB
- Wyle Laboratories' Quality Assurance Program Manual, Revision 2
- International Code Council, 2003 International Building Code
- ANSI/NCSL Z540-1, "Calibration Laboratories and Measuring and Test Equipment, General Requirements"
- ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment"
- MIL-STD-45662A, "Calibration System Requirements"

STATE OF ALABAMA
COUNTY OF MADISON

Robert L. Porter, Department Manager, being duly sworn, deposes and says: The information contained in the report is the result of complete and carefully conducted tests and is to the best of his knowledge true and correct in all respects.

Robert L. Porter
SUBSCRIBED and sworn to before me this 30th day of Dec., 2003

Patricia Phillips
Notary Public In and for the State of Alabama at large

My Commission expires Jan. 14, 2005

Wyle shall have no liability for damages of any kind to person or property, including special or consequential damages, resulting from Wyle's providing the services covered by this report.

PREPARED BY Don Bennett 12/30/03
Don Bennett, Project Engineer Date

APPROVED BY David R. Bailey 12/30/03
David R. Bailey, Engineering Supervisor Date

WYLE Q. A. Brenda Moore 12/30/03
FOU T. R. Hamilton, Q. A. Manager Date

(psp)



Cert No. 845.02



SAISFACTORY BUILDING-CODE TEST RESULTS FOR RAILING SYSTEM OF DECK FOR 69 & 71 STATE STREET

4.0 REQUIREMENTS

Load Testing shall be conducted on an aluminum 2-inch Continuous Rail Section. The testing shall be as specified by the ICC 2003 International Building Code, Chapter 16, Sections 1607.7.1, Handrails and Guards.

- 1607.7.1 Handrail Assemblies and Guards shall be designed to **resist** a load of 50 plf applied in any direction at the top, and to transfer **this** load through the supports to the structure.
- 1607.7.1.1 Handrail Assemblies and **Guards shall** be able to resist a single concentrated load of 200 pounds applied in any direction at any point along the **top**, and have attachment devices and support structures to transfer **this** loading to appropriate **structural** elements of the building. This load need not be **assumed** to **act** concurrently with the loads **specified** in the **preceding** paragraph.
- 607.7.1.2 Intermediate Rails (**all** those except the Handrails), **Balusters** and Panel **Filles shall** be designed to withstand a horizontally applied normal load of **50** pounds on an **area equal** to one square foot, including openings **and spaces** between rails. **Reactions** due to this loading are not required to be **super-imposed** with those of Section 1607.7.1 or 1607.1.2.

5.0 PROCEDURES AND RESULTS

The two-inch continuous rail section was **made** up of two **rail sections** mounted to aluminum decking and a wood foundation. The handrails were 74-1/2 and 68-1/2 inches, respectively, and **shared** a common center **post**. The loading was provided **using** dead weights and tension **pulls**. The dead weights were verified by pre-weighing and the tension pulls were measured **using** a **digital** force gage. Deflections were measured using dial indicators. The loads were **maintained** sufficiently **long** to obtain deflection readings.

5.1 Results

5.1.1 ~~Handrail~~ Assemblies and Guards shall be designed to resist a load of 50 plf applied in any direction at the top and to transfer this load through the supports to the structure.

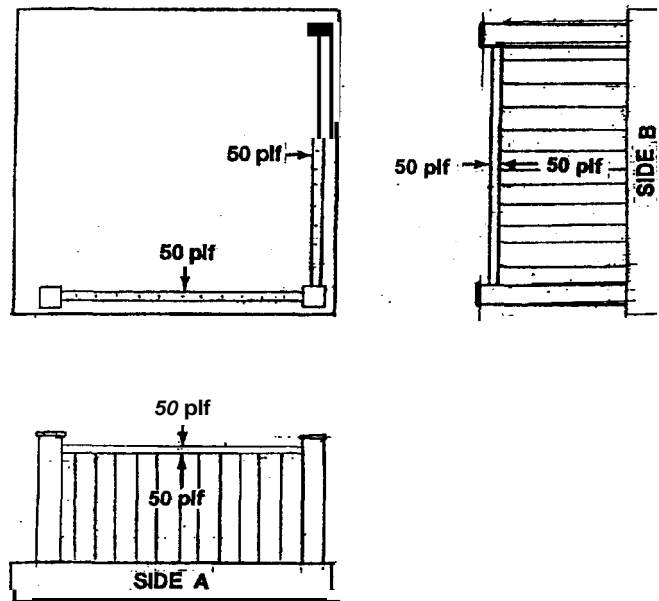
The deflection **data**, as shown in Table I on Page 3, is measured from loads applied at the **locations** described in Figure 1 on Page 3. As shown in the data tables, the handrail exhibited some displacement under loading. **On** removal of loading, the handrail assembly was visually examined and no damage or **set** was observed

5.1 Results (Continued)

Table I. Linear Load of 50 plf Applied at the Handrail

Load	Side A (inch)	Side B (inch)
100 plf Load, Downward	0.23	0.10
100 plf Load, Upward	0.18	0.13
100 plf Lateral Load, In	0.93	0.95
100 plf Lateral Load, Out	1.26	0.93

Figure 1. A 50 plf Load Applied in Any Direction at the Top



Photographs 1 and 2, presented on page 7 show the **test setup**. A listing of the instrumentation **used** and the calibration data is presented on Page 10 of **this report**.

5.1.2 Handrail Assemblies and Guards shall **be** able to resist a single concentrated load of **200** pounds applied in **any** direction at any point along the top, and have attachment devices and support structures to transfer this loading **to** appropriate structural elements of the building. This load need not be assumed to **act** concurrently with the loads specified in the preceding paragraph.

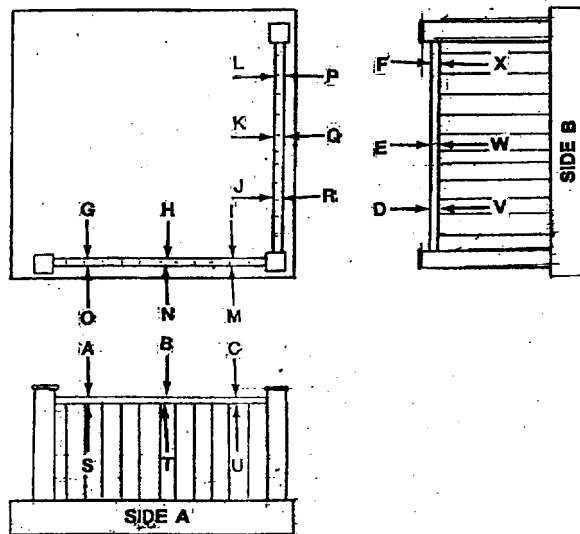
The deflection **data**, as shown in Table II on Page 4, is **measured** from loads applied at the locations described in Figure 2 on Page 4. As shown in the data tables, the handrail exhibited some displacement **under** loading. On removal of loading, the handrail assembly **was** visually examined and no damage or set **was** observed.

5.1 Results (Continued)

Table 11. Concentrated Load Applied to Handrails

Load (lbs.)	Location	Deflection (inch)
200	A	0.03
200	B	0.38
200	C	0.04
200	D	0.02
200	E	0.05
200	F	0.04
200	G	0.92
200	H	0.79
200	I	0.62
200	J	0.49
200	K	0.75
200	L	1.14
200	M	0.63
200	N	1.04
200	O	2.01
200	P	1.24
200	Q	0.64
200	R	0.55
200	S	0.04
200	T	0.30
200	U	0.05
200	V	0.05
200	W	0.27
200	X	0.03

Figure 2. Concentrated Load of 200 lbs. Applied at the Top of the Guardrail



5.1 Results (Continued)

5.1.2 (Continued)

Photographs 3 and 4, presented on page 8, show the test setup. A listing of the instrumentation used and the calibration data is presented on Page 10 of this report.

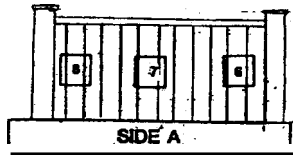
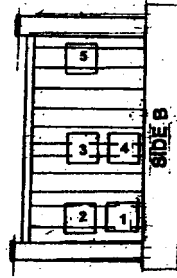
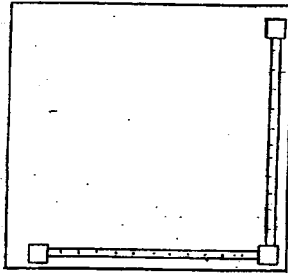
5.13 Intermediate Rails (all those except the Handrails), Balusters and Panel Fillers shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to one square foot, including openings and spaces between rails.

The deflection data as shown in Table III, below, is measured from loads applied at the locations described in Figure 3, klow. As shown in the data tables, the handrail exhibited some displacement under loading. On removal of loading, the handrail assembly was visually examined and no damage or set was observed

Table III. Horizontally Applied Loads on a One-Foot Square Area

Location	Deflection (inch)
1	0.08
2	0.12
3	0.13
4	0.15
5	0.16
6	0.15
7	0.22
8	0.21

Figure 3. 50 psf Load Applied Between any Two Intermediate Rails



5.1 Results (Continued)

5.13 *(continued)*

Photograph 5, presented on page 9, shows the test *setup*. A listing of the instrumentation used and the calibration data is presented on Page 10 of this report.

6.0 QUALITY ASSURANCE

All work performed on this program was completed in accordance with Wyle Laboratories' Quality Assurance Program.

The Wyle Laboratories, Huntsville Facility, Quality Management System is registered in compliance with the ISO-9001 International Quality Standard Registration has been completed by Quality Management Institute (QMI), a Division of Canadian Standards Association (CSA).

Wyle Laboratories is accredited (Certificate No. 845.02) by the American Association for Laboratory Accreditation (A2LA), and the results shown in this test report have been determined in accordance with Wyle's scope of accreditation unless otherwise stated in the report.

7.0 TEST EQUIPMENT AND INSTRUMENTATION

All instrumentation, measuring, and test equipment used in the performance of this test program were calibrated in accordance with Wyle Laboratories' Quality Assurance Program, which complies with the requirements of ANSI/NCCL Z540-1, ISO 10012-1, and Military Specification MIL-STD-45662A. Standards used in performing all calibrations are traceable to the National Institute of Standards and Technology (NIST) by report number and date. When no national standards exist, the standards are traceable to international standards or the basis for calibration is otherwise documented.

A listing of the equipment used in the performance of this test program is on file at Wyle Laboratories and is available for inspection upon request.



Photograph No. 1
100 plf Applied in the Lateral Out Direction



Photograph No. 2
100 plf Applied in the Downward Direction



Photograph No. 3
Concentrated Load of 200 Pounds Applied in a Lateral Direction

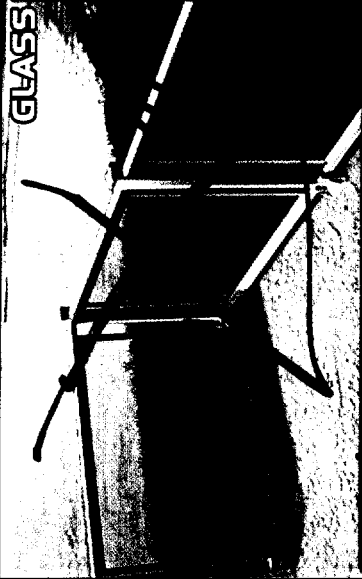


Photograph No. 4
Concentrated Load of 200 Pounds Applied in a Downward Direction



Photograph No. 5
A Horizontally Applied Load of 50 Pounds on an Area Equal to One Square Foot

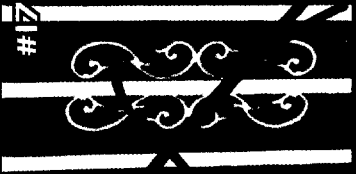
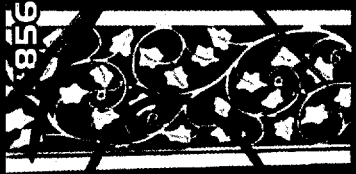
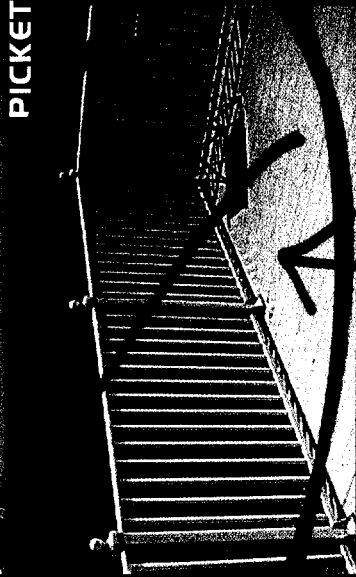
GLASS



CABLE



PICKET



WHITE

ALMOND

GOLDEN CLAY

GRAY



DECORATIVE



RailingWorks™ is the one stop source for all of your handrailing needs. Our complete line of Pre-built Aluminum Railing Systems are suited for both residential & commercial properties. All of our railings come fully fabricated from CAD design of your deck and pre-built ready for installation. No cutting, welding, or painting is required. Everything can be accomplished with basic hand tools. We look forward to being of service on your next project. Contact us or visit us on the web for more information.

Rails: Rail post system has been tested in accordance with major building codes to withstand 200 lb. concentrated load applied in any direction at the top of the guard rail. Railing has also been tested to withstand 50 PLF horizontal load applied at the required rail height with a simultaneous load of 100 PLF vertical load. The railing has also been designed to withstand a 200 lb. horizontal load applied at any 1 foot square area of the railing system.

RAILINGWORKS™
ARCHITECTURAL RAILING SYSTEMS
FSI Home Products Division

2700 Alabama Highway 69 South
Cullman, Alabama 35057

1-800-711-1785 Fax: (256) 287-0417

www.RailingWorks.com Email: info@RailingWorks.com

(Colors may vary. Request an actual sample.)

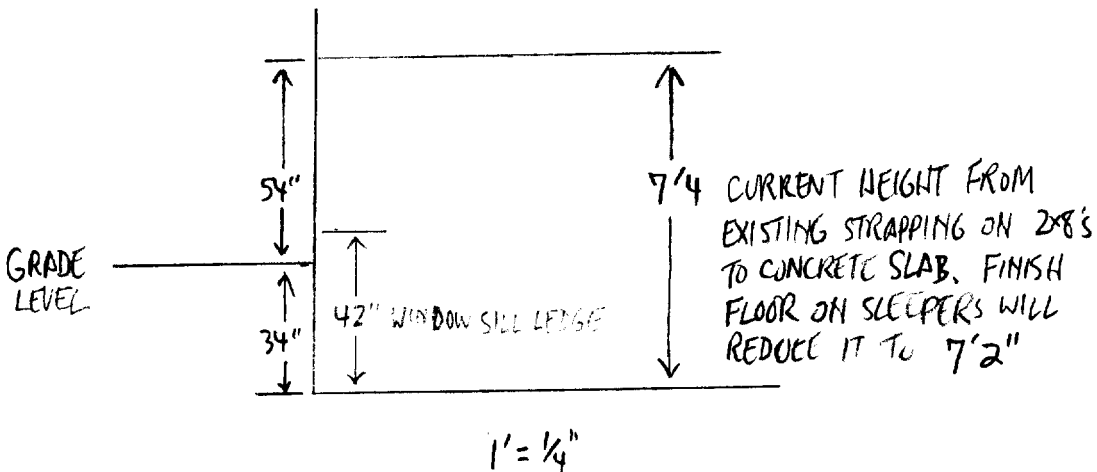
MARK MCCAIN
69-71 STATE STREET

EXTERIOR HEIGHT:

39'9"

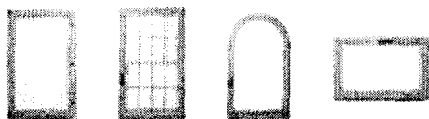


#69 BASEMENT ROOM HEIGHTS



[About Marvin](#) | [Dream](#) | [Windows](#) | [Doors](#) | [Remodel & Replace](#) | [Learn](#) | [Where to Buy](#)

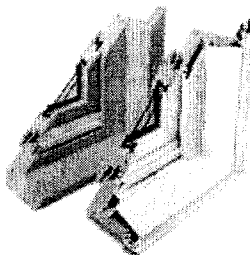
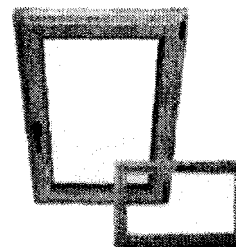
TILT TURN AND HOPPER

[Clip](#) [Open](#) [What's This?](#)

Swing it wide like a door, or tilt the top of the sash into your room for overhead ventilation. The Tilt Turn window, long a favorite in Europe, easily operates in both directions using only one remarkable handle. It also offers emergency exit access, easy cleaning and unique style. The Tilt-in Hopper is the perfect companion for additional air and light. Heavy-duty hardware on all versions guarantees sturdy reliability. When you add our usual assortment of glazing, Divided Lite and Cladding options, you'll find that together, we've created quite a unique window.

Standard Features

- 2 13/32" (61 rrrn) jambs
- Bare wood interior
- Bronze handle
- Clear, one-lite insulating glass
- # Screen
- Vinyl Drip Cap and nailing fin (clad units)

[Tilt Turn and Hopper](#)[Photo Gallery](#)[Options](#)[Sizes and Specs](#)[CAD Drawings](#)[Installation Instructions](#)

WOOD MAGNUM TILT-TURN / HOPPER

MEASUREMENT CONVERSIONS

Measurement Conversions - Tilt-Turn / Hopper 2 13/32"										
Size Referenced	Daylight Opening		Glass Size		Frame Size		Rough Opening		Masonry Opening (Without Brick Mould Casing)	
Daylight Opening	Dimension Needed									
			Width	+ 1 1/8" (29)	Width	+ 9 1/8" (232)	Width	+ 10 1/8" (257)	Width	+ 9 5/8" (244)
Glass Size	Dimension Given	Width	- 1 1/8" (29)		Width	+ 8" (203)	Width	+ 9" (229)	Width	+ 8 1/2" (216)
		Height	- 1 1/8" (29)		Height	+ 8" (203)	Height	+ 8 1/2" (216)	Height	+ 8 1/4" (210)
Frame Size	Dimension Given	Width	- 9 1/8" (232)	Width	- 8" (203)		Width	+ 1" (25)	Width	+ 1 1/2" (13)
		Height	- 9 1/8" (232)	Height	- 8" (203)		Height	+ 1 1/2" (13)	Height	+ 1 1/4" (6)
Rough Opening	Dimension Given	Width	- 10 1/8" (257)	Width	- 9" (229)	Width	- 1" (25)		Width	- 1 1/2" (13)
		Height	- 9 5/8" (244)	Height	- 8 1/2" (216)	Height	- 1/2" (13)		Height	- 1/4" (6)
Masonry Opening (Without Brick Mould Casing)	Dimension Given	Width	- 9 5/8" (244)	Width	- 8 1/2" (216)	Width	- 1/2" (13)	Width	+ 1/2" (13)	
		Height	- 9 3/8" (238)	Height	- 8 1/4" (210)	Height	- 1/4" (6)	Height	+ 1/4" (6)	

#69 STATE ST.
BASEMENT
EGRESS WINDOW
ROUGH OPENING
 $39\frac{1}{2} \times 47\frac{1}{8}$
 $-7\frac{1}{8} - 6$
 $32\frac{3}{8} W \times 41\frac{1}{8} H$
CLEAR
DIMENSIONS

Egress Conversions
Net Clear Opening Width Rough Opening - 7 1/8" (181)
Net Clear Opening Height Rough Opening - 6" (152)

NOTE: Measurements do not include subsill. Conversions represent units without dividers. Contact Marvin's for additional conversions.

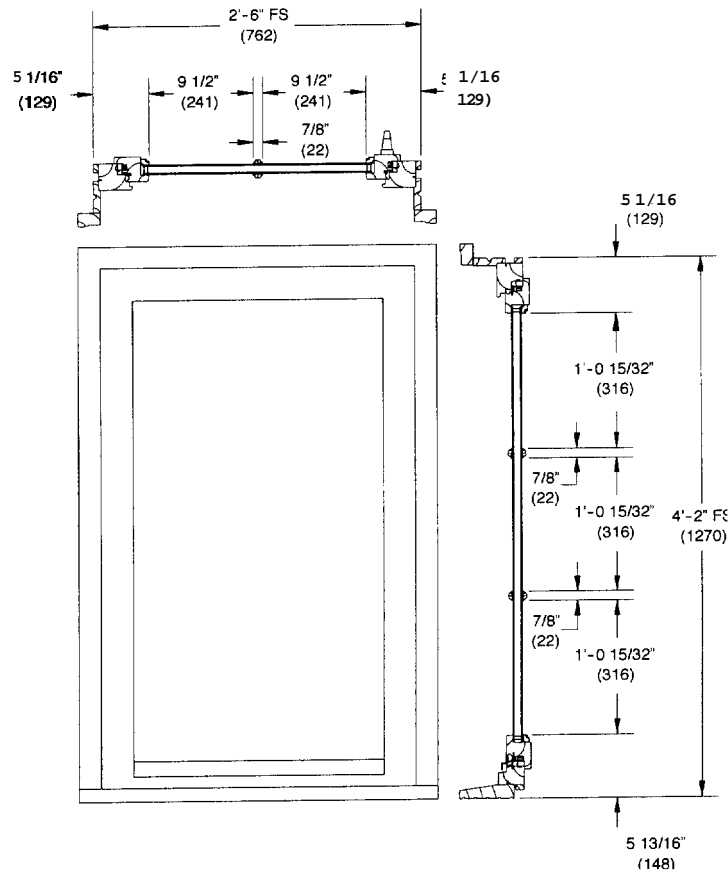
Measurement Conversions - Tilt-Turn / Hopper 4 9/16"										
Size Referenced	Daylight Opening		Glass Size		Frame Size		Rough Opening		Masonry Opening (With Brick Mould Casing)	
Daylight Opening	Dimension Needed									
			Width	+ 1 1/8" (29)	Width	+ 10 1/8" (257)	Width	+ 11 1/8" (283)	Width	+ 13 3/8" (340)
Glass Size	Dimension Given	Width	- 1 1/8" (29)		Width	+ 9" (229)	Width	+ 10" (254)	Width	+ 12 1/4" (311)
		Height	- 1 1/8" (29)		Height	+ 9 3/4" (246)	Height	+ 10 1/4" (260)	Height	+ 11 3/8" (289)
Frame Size	Dimension Given	Width	- 10 1/8" (257)	Width	- 9" (229)		Width	+ 1" (25)	Width	+ 3 1/4" (83)
		Height	- 10 7/8" (276)	Height	- 9 3/4" (248)		Height	+ 1 1/2" (13)	Height	+ 1 5/8" (41)
Rough Opening	Dimension Given	Width	- 11 1/8" (283)	Width	- 10" (254)	Width	- 1" (25)		Width	+ 2 1/4" (57)
		Height	- 11 3/8" (289)	Height	- 10 1/4" (260)	Height	- 1/2" (13)		Height	+ 1 1/8" (29)
Masonry Opening (With Brick Mould Casing)	Dimension Given	Width	- 13 3/8" (340)	Width	- 12 1/4" (311)	Width	- 3 1/4" (83)	Width	- 2 1/4" (57)	
		Height	- 12 1/2" (318)	Height	- 11 3/8" (289)	Height	- 1 5/8" (41)	Height	- 1 1/8" (29)	

Egress Conversions
Net Clear Opening Width Rough Opening - 8 1/8" (206)
Net Clear Opening Height Rough Opening - 7 3/4" (197)

NOTE: Measurements include subsill. Conversions represent units without dividers. Contact Marvin's for additional conversions.

WOOD MAGNUM TILT-TURN/ HOPPER

RECTANGULAR DAYLIGHT OPENING CONVERSIONS



Conversion Formula:

$$\frac{\text{DLO} - \text{Total Bar Width}}{\text{Number of Lites}} = \text{Individual DLO}$$

NOTE:

For additional information on individual daylight openings please contact your Marvin representative