CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on October 10, 2017 beginning at 2:00 PM, Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, no member of the Community Planning and Preservation Commission resides or has a place of business within 2,000 feet of the proposed district. All other possible conflicts should be declared upon the announcement of the item.

<table>
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<th>HPC 17-90300003</th>
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<td>310 30th Street North</td>
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<td>LEGAL ADDRESSES:</td>
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<td>Hall's Central Avenue, Subdivision Number Two:</td>
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<td>Block 7, west 50.5 feet of Villa Site 10; Block 8, Villa Sites 9-12;</td>
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<td>Block 9, east 50 feet of Villa Site 15;</td>
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<td>Block 10, Villa Site 2 and east 50 feet of Villa Site 15;</td>
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<td>Block 11 (Seminole Park);</td>
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<td>Block 12, Villa Site 7 and Villa Site 10 less east 20 feet;</td>
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<td>Block 13, Villa Site 7;</td>
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<tr>
<td>Block 14, Villa Sites 1 through 4; and</td>
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<td>Block 15, north 67 feet of Villa Site 2 less west 10 feet</td>
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<td>LANDMARK NAME:</td>
<td>Kenwood Section – Seminole Park Local Historic District</td>
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<td>OWNER:</td>
<td>Multiple</td>
</tr>
<tr>
<td>APPLICANTS:</td>
<td>Brenda Gordon, Laura McGrath, and Elizabeth Sise</td>
</tr>
<tr>
<td>REQUEST:</td>
<td>Designation of the properties noted above as a local historic district to be added to the St. Petersburg Register of Historic Places</td>
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</table>
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BACKGROUND

The Kenwood Historic District (referred to herein as the Kenwood National Register Historic District for clarity), a residential area encompassing approximately 375 acres and over 2,000 buildings, was listed in the National Register of Historic Places on June 18, 2003.

During the spring and early summer of 2017, at the request of property owners and the Kenwood Neighborhood Association, City staff held several meetings with residents of the properties within the area of the Kenwood National Register Historic District that directly surrounds Seminole Park, at which the possibility, process, and implications of designating a portion of the National Register district as a local historic district were discussed. Owners of all properties located within the boundaries of the proposed local district considered herein were notified by staff via direct mail invitation of a meeting held on June 5, 2017 at Seminole Park. Present at this meeting were owners representing 11 of the 24 privately-owned parcels within the proposed district. Staff explained the distinction between National Register and local districts and discussed the impacts of local district designation with property owners. In addition to meetings with staff, the applicants conducted an organized and thorough effort to educate property owners both within and surrounding the proposed district on the process and effects of seeking local district designation.

St. Petersburg’s Historic Preservation Ordinance, City Code Section 16.30.070.2, specifies that, in order for an application for local historic district designation to be considered complete and proceed to public hearing before the Community Planning and Preservation Commission (CPPC) and City Council, support for the application from owners of 50% + 1 parcels within the district must be shown through ballots issued by City staff. Individual ballots were mailed on August 3, 2017 by staff to each owner of property within the boundaries of the proposed district. These boundaries were suggested by the applicant and evaluated by staff to be in keeping with criteria for local historic district eligibility, as established by City Code and guided by national standards set by the National Park Service.

A total of 33 ballots were mailed to owners of 24 parcels. Per Code, each parcel is counted as a single vote, but conflicting votes from multiple owners of a single parcel shall cancel one another out. The City of St. Petersburg, which owns Seminole Park, was not issued a ballot, but the Parks Department was has been advised of this proposed designation. Votes of support have been received from all owners of 17 of the proposed district’s 24 properties, or 71 percent. A vote of opposition was received by one owner (4 percent), and return ballots were not received from owners of the remaining six (25 percent) properties. A sample ballot and summary of returns is included in Appendix D of this report.

A completed Local Landmark Designation Application form and the required fee were received by staff on August 24, 2017. Since ballots showing sufficient support to proceed had already been received by that date, the application was determined to be complete at that time. Prepared by Brenda Gordon, Laura McGrath, and Elizabeth Sise, who own property within the proposed district, the application (Appendix C) includes extensive research on the area’s development and thorough documentation of the proposed district’s existing conditions and the significance of its
resources. An evaluation of the proposed Kenwood Section – Seminole Park Local Historic District’s eligibility for such designation follows.

STAFF FINDINGS

Narrative Description and Historical Context

Historical Context

The southern portion of the Florida peninsula remained largely unsettled through the mid-nineteenth century. The expansion of railroad construction further into the state allowed a growing number of large-scale landowners to begin developing what had previously been agricultural land in the final decades of the 1800s. One such landowner was Peter Demens (born Pyotr Alexeyevitch Dementyev), a Russian immigrant and speculative real estate developer. Partially financed by Philadelphian and fellow area landowner Hamilton Disston, Demens expanded a rail line into, and platted the land that would become St. Petersburg. When the first trains arrived in the newly-named town in 1888, it was home to only 30 residents. By 1892, when St. Petersburg was incorporated as a city, the population had grown to over 300.

Demens did not remain in Florida, but Disston’s brother Jacob and a group of fellow Philadelphia investors including Frank A. Davis, George Gandy, and Charles Hall continued to develop the land surrounding downtown St. Petersburg through the dawn of the twentieth century. Other notable developers included C.M. Roser and C. Perry Snell, whose developments spread north and south of the downtown center. Over 20,000 residential lots were created in St. Petersburg

Figure 1: Halls Central Avenue Subdivision No. 2. Plat filed January 22, 2017.

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1 This context statement is distilled from the nomination form for the Kenwood National Register Historic District (8PI11176).
between 1911 and 1914 alone. Charles Hall filed the plats for Hall’s Central Avenue Subdivisions No. 1 and No. 2 on January 22 of 1914, creating the parcels within the proposed district and reserving the space that has since remained Seminole Park (Figure 1). As originally platted, the park-front properties were initially intended to be “villa sites,” which were to be the width of two typical residential parcels. Although the majority of these villa sites were further divided to each accommodate two homes, their inclusion on the original plat clearly demonstrates Hall’s intent that the park serve as a premier feature of the neighborhood by elevating the status of those homes that were to front it.

Throughout St. Petersburg, tracks were laid and roads were paved, connecting planned residential neighborhoods to the central business district. Developers, investors, and the City itself began promoting “the Sunshine City” heavily to tourists, transplants, and winter residents. In fact, St. Petersburg became the first American city government to hire a public relations director when John Lodwick was appointed in 1918. Promotional campaigns were successful, and as the city’s population grew, so too did the number of boarding houses, apartments, and hotels.

The Florida Land Boom swept the state beginning in 1920 and peaked in 1925 before crashing in 1926-1927. Construction in St. Petersburg came to a virtual halt, though the local tourism industry remained fairly steady until 1930. The city’s status as an “escape,” being a winter resort town, helped the local economy survive the Great Depression despite the drastic slowdown of construction. Nonetheless, some residential building continued, primarily in the form of the filling-in of empty
parcels in neighborhoods developed during the Land Boom.

The Kenwood neighborhood was developed rapidly during the 1920s, with many of the houses being constructed by speculative builders. One such builder was A.A. Stebbins, whose residences exhibited the popular Craftsman style. Stebbins promoted his homes as "the acre of quality, or character, of desirability of location and design, at a medium price" (Figure 2). In contrast to homes being built at the time in waterfront subdivisions, construction in the Kenwood neighborhood was primarily intended for middle-class residents. However, as the advertisement reminds readers, affordability was balanced with the goal of incorporating high-quality, unique designs into peaceful and orderly but natural settings, a theme found in many early-twentieth century "streetcar suburbs" across the United States.

The advertisement shown promotes the homes within the proposed district now known as 2900 Burlington Avenue North (pictured), 2910 Burlington Avenue North, 2935 Third Avenue North, and 2945 Third Avenue North. Ultimately, Stebbins constructed at least nine of the proposed district's primary resources between 1925 and 1929, most of which additionally retain their original detached garages as well as a high degree of architectural integrity.

Although tourism essentially ceased during World War II, a number of empty hotels were used as military barracks, resulting in over 100,000 military personnel passing through St. Petersburg in 1942 and 1943. At the war's end, the city's population boomed once more when servicemen who had come to St. Petersburg for training returned to become permanent residents. Post-war development would drift further from the city's center as families, retirees, and winter residents were attracted to decentralized, suburban forms.

Many of the city's Boom-era neighborhoods suffered from neglect as suburbs became more fashionable. Kenwood was no exception; by the early 1990s nearly 90% of its properties were tenant-occupied. The Historic Kenwood Neighborhood Association formed in 1990, with goals that included promoting home ownership, decreasing crime rates, and promoting pride of place. The neighborhood has since accomplished a high proportion of owner-occupied homes, improved Seminole Park with a new pavilion, and hosts an annual "BungalowFest" to celebrate its architectural heritage.

Existing Conditions

Detailed architectural descriptions of each of the 25 properties within the proposed district, including the City-owned Seminole Park, 23 primary residential buildings, and an additional 20 detached garage or garage apartment accessory buildings, is included in the Local Landmark Designation Application (Appendix C). Of the 23 primary buildings, 14 (61 percent) exhibit the Craftsman style, three (13 percent), two (9 percent) are Mediterranean Revival, one (4 percent)

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1 The distinction between "garage" and "garage apartment" was made based on field observations only. Garage apartments, therefore, are garages that contain what appears to be finished rooms or living space, not necessarily rented units.
is Prairie style, one (4 percent) is Tudor Revival, and one (4 percent) is Mid-Century. This blend of architectural styles is fairly representative of that found in the Kenwood National Register Historic District as a whole. All accessory buildings within the proposed district are relatively utilitarian and Folk Vernacular in style, although several feature architectural references to the style of the primary building on their properties.

The Kenwood Section – Seminole Park Local Historic District, like the Kenwood National Register Historic District overall, retains the historic landscape characteristics which depict its significance as an early twentieth century suburb. Streets and avenues follow a tidy grid pattern, with blocks generally divided into long and narrow parcels to accommodate a primary residence and accessory garage building. Although Charles Hall’s original plans called for the park-facing properties to be developed into larger “villa sites,” the majority of the properties within the proposed district were ultimately constructed with more modestly-sized homes on narrower pieces of land, likely a result of the high demand for affordable housing as the area became more established and the Land Boom of the 1920s accelerated. The only home that occupies a full villa site is the Tudor Revival house located at 2920 Burlington Avenue. It, like the proposed district’s mid-century homes which also occupy lots larger than half of a villa site, maintains the neighborhood’s consistent setback from the street and adds to a sense of architectural variety and interest as a viewer passes through the proposed district.

Blocks are generally divided in half by alleyways running east-west through their centers. This allows vehicular access to garages (which are primarily detached) to occur from the rear of the property, resulting in houses with facades that are entirely pedestrian-oriented and connected to the street via walkways stretching from front porches and stoops to sidewalks. This neighborhood design reflects both the growing importance of automobiles, which were prevalent enough that homes were consistently constructed with garages, and the retention of the traditional urban housing form, which placed front porches at “conversation distance” from sidewalks and, therefore, friendly interactions with neighbors.

Burlington and Third Avenues North retain their historic vitrified brick pavement; Burlington Avenue North, 30th Street North, and many of the pathways through Seminole Park retain concrete hex block sidewalks, and granite curbs remain in place throughout the majority of the proposed district. These historic landscape features are protected by St. Petersburg’s Traditional Streetscape Policy, and their continued presence heightens the sense of connection to the past that permeates the proposed district. Mature street trees create a dense canopy that further

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3 The Local Landmark Designation Application, following the National Register Nomination Documentation form, uses stylistic terminology generally derived from nationwide studies of period architecture. For the purposes of this report, however, classifications of architectural style are based upon St. Petersburg’s Design Guidelines for Historic Properties, which were written following a thorough study of the local building stock and use terms that have been adapted slightly in order to accurately describe local resources. The primary discrepancies in this case is the local use of “Folk Vernacular” over “Frame Vernacular” and the reclassification of mid-twentieth century “Vernacular” buildings as either Minimal Traditional or Mid-Century.
connects each individual property to the surrounding neighborhood, the street, Seminole Park, and to one another.

![Figure 3: Typical Streetscapes within proposed Kenwood Section – Seminole Park Local Historic District](image)

Although a thorough description of the proposed district’s individual resources is included in the attached Local Landmark Designation Application, several properties are worth noting herein. The first, the property at 2931 Third Avenue North, contains only the building originally constructed as a garage apartment. The primary house, a one-story building constructed circa 1925 and relocated to the address in 1934, was demolished after extensive damage was caused by a fire in 1985. Since a structure once occupied the southern portion of the property and its removal occurred well after the conclusion of the proposed district’s period of significance, staff recommends that the vacant space be listed as non-contributing, though the remaining garage apartment is certainly a contributing building to the proposed district.

A second property that has changed over time is that at 301 29th Street North, a Mid-Century style house constructed in 1951. This building is listed as a contributing property to the Kenwood National Register Historic District, and is noted in survey remarks as being “representative of the historic architecture located in the area.” Since the time of that survey, however, the property has been further altered by the addition of a hip roofed entry porch with arched openings and boldly articulated window surrounds replacing earlier brick faux shutters. While these alterations reference the Mediterranean Revival style that is historically present throughout the Kenwood National Register Historic District, the removal of character-defining elements of its streamlined Mid-Century style lead staff to recommend that it be listed as a non-contributing property to the Kenwood Section – Seminole Park Local Historic District.

**Boundary Justification**

The proposed district’s boundaries encompass all properties fronting Seminole Park, including the properties that are diagonally adjacent to the park (Figure 4). The inclusion of these “corners”

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is intended to capture the entryways into the district, thus preserving the cohesive feeling that permeates this area.

These boundaries were proposed by the applicants after several conversations with staff concerning the most appropriate method of capturing this historically significant portion of the much larger, but no less significant, Kenwood National Register Historic District. The significance of the Kenwood Section – Seminole Park Local Historic District is derived both from its concentration of contributing resources to the Kenwood National Register Historic District and from its importance as a collection of park-front homes whose designs were intended to interact with Seminole Park as a community resource. Staff, therefore, sees the goals of establishing the boundaries for this proposed local historic district as twofold: the boundaries should encompass a cohesive set of historic resources, and the boundaries should be inclusive enough to capture all properties that relate to the park. As discussed further below, this approach is consistent with St. Petersburg City Code Section 16.30.070.2.5.D, Criteria for designation of property.
### Contributing Properties

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<th>Date of Construction</th>
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<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1941</td>
</tr>
<tr>
<td>2962 Burlington Ave N</td>
<td>8PI07803</td>
<td>Craftsman</td>
<td>Unknown</td>
<td>1923 or earlier</td>
</tr>
<tr>
<td>Garage</td>
<td>8PI07803</td>
<td>Folk Vernacular</td>
<td>Unknown</td>
<td>c. 1923</td>
</tr>
</tbody>
</table>

Non-Contributing Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>FMSF No.</th>
<th>Style</th>
<th>Builder</th>
<th>Date of Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>301 29th St N</td>
<td>8PI11151</td>
<td>Mid-Century</td>
<td>J.H. Mudge</td>
<td>1951</td>
</tr>
</tbody>
</table>

Historic Significance and Satisfaction of Eligibility Criteria

Summary

Staff finds the proposed Kenwood Section – Seminole Park Local Historic District, with a period of significance spanning from 1914, when its parcels were laid out and central Seminole Park was deeded to the City of St. Petersburg, to 1951, when its final contributing property was constructed, to be eligible for the St. Petersburg Register of Historic Places. The proposed district meets four of the nine criteria for significance as a local historic landmark, and all seven of seven aspects of historic integrity.

Criteria for Significance

Eligibility for the St. Petersburg Register of Historic Places is determined through evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that contributing resources within the proposed district were constructed between 1923 and 1951, meaning that they range
from 67 to 94 years in age. This surpasses the 50-year mark, which serves as the general milestone at which resources begin to be considered potentially historic.

Evaluation of potential local historic landmarks then considers a resource's historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based off of the National Park Service's criteria for placement in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, staff finds that the resource satisfies the St. Petersburg Register criteria as follows.

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Is at least one of the following criteria for eligibility met?</strong></td>
<td>Y</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

In the area of Community Planning and Development, the Kenwood Section – Seminole Park Local Historic District serves as a significant representation of an early twentieth century suburb. This significance was recognized through the listing of the larger Kenwood National Register Historic District by the National Park Service in 2003. The Kenwood Section – Seminole Park Local Historic District’s uniform grid, auto access via rear alleys, and central community space uphold this significance to a remarkable degree.

E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

The proposed district contains a collection of 23 primary houses, of which 22 are recommended for designation as contributing buildings. While individually these buildings may not each represent a high style, collectively they successfully depict both the stylistic tastes and desired housing forms of St. Petersburg's middle-class residents during the early twentieth century. As illustrated in Figure 5, the predominant style in the district is Craftsman, though Mediterranean Revival, Minimal Traditional, Mid-Century, Tudor Revival, and Prairie are also represented.

This collection is representative of the architectural significance of the Kenwood National Register Historic District as a whole. According to the National Register of Historic Places designation documentation,

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5 In the case of this stylistic evaluation, the style of accessory units such as garages and garage apartments (which generally have minimal visibility from the street) is being excluded in order to best demonstrate the district's overall architectural aesthetic and eliminate the overrepresentation of their Folk Vernacular style. For this reason, the property at 2931 Third Avenue North, which is a garage apartment whose primary residence was demolished following fire damage in 1985, is not included in the above numbers.
There are a wide variety of architectural styles in Kenwood Historic District, reflecting popular twentieth century styles from 1913 to 1953. Outbuildings are generally vernacular in style or reflect the architectural style of the associated residence. The majority of the houses within the district are Frame Vernacular or Craftsman Bungalow. Buildings of this type were constructed throughout the period of significance...

There are more than 500 Craftsman Bungalow style buildings within the Kenwood Historic District. The Craftsman style was the most popular design for small residential buildings built throughout the country in the first three decades of the twentieth century. Influenced by the English Arts and Crafts Movement and Oriental and Indian architecture, the style was popularized by the work of two brothers, Charles S. and Henry M. Greene. The Greenes designed a number of large, elaborate prototypes of the style. Their innovative designs received a significant amount of publicity in national magazines. By the turn of the century, the design had been adapted to smaller houses, commonly referred to as bungalows. It was this scaled down version of the Craftsman style that became a ubiquitous feature of Florida’s residential neighborhoods during the early twentieth Century.⁶

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⁶ National Register of Historic Places, Kenwood Historic District, St. Petersburg, Pinellas County, Florida, National Register #03000729, Section 7, Page 4.
F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

The proposed district’s concentration of houses dating to the speculative building frenzy of the Florida Land Boom represents an incredibly important chapter in the development of St. Petersburg as the “Sunshine City,” a destination for retirees, winter residents, and families seeking a fresh start in a friendly climate. Despite their modest scale relative to the more opulent construction occurring at the time in high-end developments such as North Shore and Roser Park, the style of the homes within the proposed Kenwood Section – Seminole Park Local Historic District demonstrate thoughtful design.

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;

The proposed district possesses a high concentration of not only historically significant buildings, but structures such as vitrified brick streets, granite curbs, and hex block sidewalks, all of which are linked by their relationship to Seminole Park. The resources within the proposed Kenwood Section – Seminole Park Local Historic District are united by Charles Hall’s original plan and by the buildings with which it was filled out, primarily by Land Boom-era speculative builders.

**Historic Integrity**

The second portion of the two-part evaluation for eligibility for listing in the St. Petersburg Register of Historic Places questions whether at least one of seven factors of historic integrity have been met. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, staff finds all seven factors to remain intact.

<table>
<thead>
<tr>
<th>Is at least one of the following factors of integrity met?</th>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

**Location**

Nearly all properties within the proposed district remain in their original locations. The garage apartment at 2931 Third Avenue North was moved into the district in 1934, during its period of significance, a move which has therefore become historic in its own rite.

**Design**

The intended design of both the district overall and its individual properties has been well-preserved. Although a number of the original “Villa Sites” in Hall’s plan were subdivided during the Land Boom of the 1920s as the area began to cater to demands for working-class housing, these changes to the plan have gained significance as representations of the housing needs of the community during the period of significance. The individual buildings, sites, and structures within the district have maintained their historic designs to a large degree, with 22 of the proposed district’s 24 parcels remaining entirely contributing.
Setting
The proposed district is entirely surrounded by the Kenwood National Register Historic District, which remains a vibrant and intact historic residential neighborhood.

Materials
Although some individual properties have seen alterations such as the application of aluminum siding and the replacement of windows, which has somewhat diminished this aspect of integrity, the district as a whole maintains sufficient historic materials to allow the viewer to read the district in its entirety as being composed of historic materials.

Workmanship
Workmanship is defined by the National Park Services as “the physical evidence of the crafts of a particular culture or people during any given period of history.”7 The proposed Kenwood Section – Seminole Park Local Historic District serves as physical documentation of the historic construction techniques that were prevalent during its period of significance. The aesthetic principals that guided the area’s development remain visible in the way that the landscapes and individual resources were constructed, from hand-laid brick streets to carefully-detailed exposed rafters visible among the Craftsman residences.

Feeling
Feeling, a resource’s aesthetic or historic sense of a particular period of time, permeates the proposed district through its visible and undeniable representation of an early-twentieth century suburb.

Association
Association is generally defined as the link between a resource and an important historic event. In the case of the proposed Kenwood Section – Seminole Park Local Historic District, its retention of the other six aspects of integrity and continued use as a residential neighborhood with traditional traffic flow and connection to its central park provide this link and allow the district to represent its historic nature.

CHARACTER-DEFINING FEATURES
In addition to the architectural significance of each property, the proposed Kenwood Section – Seminole Local Historic District’s overall significance is enhanced by elements that unite its resources, including:

- Its properties’ relationship to Seminole Park as an open and public recreational space;
- Consistent front setbacks;
- Overall consistency of scale with primary residences generally one story in height and accessory buildings ranging from one to two stories;

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• Vehicular access generally limited to the rear of properties via alleyways; and
• Remaining historic streetscape materials throughout the district, including hexagonal concrete block sidewalks, granite curbs, and vitrified brick pavement present along the avenues.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
Ballots to determine support of this application were mailed to 33 owners of the 24 parcels within the boundaries of this proposed district on August 3, 2017. As established by City Code, ballots expressing the support of owners of 50% plus one parcels within a proposed local historic district must be returned to City staff within 60 days. As detailed in Appendix D, sufficient support to proceed with this application was received by staff on August 23, 2017. Supportive votes representing an additional four parcels were also received as of the writing of this report, to total a support rate of 71 percent. One ballot (4 percent) expressing non-support was received. Ballots representing six (25 percent) of parcels were never returned.

Since this proposed district is within an area already designated as a National Register historic district, certain benefits such as the Ad Valorem Tax Exemption for Rehabilitation and relief from some requirements of the Florida Building Code are already available to property owners. Additional listing at the local level will provide a heightened degree of protection against unnecessary demolition and unsympathetic alterations and infill construction through design reviews to be conducted by staff of the Urban Planning and Historic Preservation Division under the guidance of the Community Planning and Preservation Commission. The creation and preservation of historic districts enhances the city's historic character, fulfills the City's goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN
The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Objective LU26: The City’s LDRs shall continue to support the adaptive reuse of existing and historic buildings in order to maximize the use of existing infrastructure, preserve natural areas from being harvested for the production of construction materials, minimize the vehicle miles traveled for transporting new construction materials over long distances, preserve existing natural
carbon sinks within the City, and encourage the use of alternative transportation options.

Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:
- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

Policy HP2.7: An applicant may bring before the Commission designated in the Land Development Regulations and City Council for nomination as a City-initiated landmark district an area designated as a National Register of Historic Places district and not designated as a local landmark district, provided that the applicant secures approval from the owners of the properties in the proposed district as required by the Historic and Archaeological Preservation Overlay section of the Land Development Regulations.

DISTRICT NAME

The name recommended by staff for this designation, "Kenwood Section – Seminole Park Local Historic District" follows a pattern that staff concludes will be useful as the City of St. Petersburg's historic preservation program continues to grow in the future. Local criteria, evaluations, and standards for designation are ultimately guided by the National Park Service and its approach to resources listed in the National Register of Historic Places. In that case, the National Park Service suggests choosing a name “that best reflects the property's historic importance or was commonly used for the property during the period of significance” when preparing nominations for the National Register of Historic Places. In naming districts, it is further suggested that designation applicants

Use traditional terms such as "village," "ranch," "courthouse square," or "townsite," or the generic terms "historic district" or "archaeological district," to indicate the kind of district when naming districts based on their location or historic ownership. Modifiers such as "prehistoric," "commercial," "civic," "rural," "industrial," or "residential" may also be used to define the predominant
historic quality of a district. Names of historic and archaeological districts should reflect the area as a whole rather than specific resources within it.\footnote{U.S. Department of the Interior, National Park Service, \textit{National Register Bulletin 16B – How to Complete the National Register Registration Form}, \url{https://www.nps.gov.nr/publications/bulletins/nrb16a/nrb16a_iii.html#name}.}

As discussed above, the significance of the potential local historic district being discussed herein was initially established by the listing of the \textit{Kenwood National Register Historic District} in the National Register of Historic Places. Additionally, the Historic Preservation Element of the St. Petersburg Comprehensive Plan, effective April 15, 2016, establishes the goal of local designation of St. Petersburg’s National Register-listed districts, given that owner support is shown through the ballot process established by the Historic Preservation Ordinance.

The \textit{Kenwood National Register Historic District} encompasses numerous individual subdivisions platted and developed over several decades. In the case of this application, staff has determined that it is reasonable for this small but enveloping grouping, which has demonstrated overwhelming support, to apply for designation as a local historic district. In the \textit{Kenwood Section – Seminole Park Local Historic District}, the name of the larger \textit{Kenwood National Register Historic District} is referenced through the prefix, \textit{Kenwood Section}. This is done in order to accommodate for any other groupings within the \textit{Kenwood National Register Historic District} that may seek local designation in a similar manner in the future.

RECOMMENDATION

Given the \textit{Kenwood Section – Seminole Park Local Historic District}’s satisfaction of the criteria for designation as a local historic district to be added to the St. Petersburg Register of Historic Places, staff recommends \textbf{approval} of Case No. HPC 17-90300003, thus referring the issue to City Council for public hearing and a final determination.
REFERENCES


United States Department of the Interior, National Park Service. *National Register Bulletin 16B – How to Complete the National Register Registration Form.*
[https://www.nps.gov/nr/publications/bulletins/nrb16a/nrb16a_III.htm#name](https://www.nps.gov/nr/publications/bulletins/nrb16a/nrb16a_III.htm#name).
Appendix A
Maps of Subject Property
Appendix B
Additional Staff Photographs
Figure 1: Contributing resources and historic landscape elements along Third Avenue North, facing west.

Seminole Park is visible at left.

Figure 2: H.A. Farmer stamp in hexagonal concrete block sidewalk adjacent to Seminole Park.
Figure 3: Rockmart vitrified brick pavement, Third Avenue North

Figure 4: Seminole Park and non-contributing gazebo, facing southwest
Figure 5: Non-contributing playground within Seminole Park, facing southwest

Figure 6: Gazebo at center of Seminole Park, facing northeast
Figure 9: Alley north of Third Avenue North, facing west

Figure 10: Privacy fencing and hex block sidewalk along 29th Street North, facing north
Appendix C
Local Landmark Designation Application
Local Landmark Designation Application

1. NAME AND LOCATION OF PROPERTY

  historic name  Historic Kenwood Seminole Park Local Historic District
  other names/site number  Hall's Central Avenue #2 Subdivision: homes surrounding Seminole Park
  address  2863 Burlington Ave. N., 2900 block Burlington Ave. N.; 3001 3rd Ave. N., 2901 block
           3rd Ave. N.; 230, 242, 262 30th St. N.; 231, 251, 261, 301 29th St. N.

2. PROPERTY OWNER(S) NAME AND ADDRESS

  name  See attached
  street and number  See attached
  city or town  St. Petersburg  state  FL  zip code  3371
  phone number (h)  (w)  e-mail

3. NOMINATION PREPARED BY

  name/title  Brenda Gordon, Laura McGrath, Elizabeth Sise
  organization  Property Owners
  street and number
  city or town  state  zip code
  phone number (h)  (w)  e-mail  darbreg@aol.com
  date prepared  8/24/17  signature  

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

See continuation sheet

5. GEOGRAPHIC DATA

acreage of property  More than one acre
property identification number  See Florida Master Site File Attachment
Historic Kenwood Seminole Park Local Historic District

Name of Property

<table>
<thead>
<tr>
<th>6. FUNCTION OR USE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Historic Functions</strong></td>
</tr>
<tr>
<td>Residential: single family, and one duplex</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Architectural Classification</strong></td>
</tr>
<tr>
<td>(See Appendix A for list)</td>
</tr>
<tr>
<td>Craftsman bungalow (14), Mediterranean Revival (2), Minimal Traditional (2), Masonry Vernacular (2), Frame Vernacular (2), Tudor Revival (1), Prairie (1)</td>
</tr>
<tr>
<td><strong>Materials</strong></td>
</tr>
<tr>
<td>Wood, stucco, terra cotta tile, concrete block</td>
</tr>
</tbody>
</table>

**Narrative Description**

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

<table>
<thead>
<tr>
<th>8. NUMBER OF RESOURCES WITHIN PROPERTY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contributing</strong></td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Criteria for Significance</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>(mark one or more boxes for the appropriate criteria)</td>
</tr>
<tr>
<td>✓ Its value is a significant reminder of the cultural or</td>
</tr>
<tr>
<td>archaeological heritage of the City, state, or nation.</td>
</tr>
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<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>❏ Its location is the site of a significant local, state,</td>
</tr>
<tr>
<td>or national event.</td>
</tr>
<tr>
<td>✓ It is identified with a person or persons who significantly</td>
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<tr>
<td>contributed to the development of the City, state, or</td>
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<tr>
<td>nation.</td>
</tr>
<tr>
<td>✓ It is identified as the work of a master builder, designer,</td>
</tr>
<tr>
<td>or architect whose work has influenced the development of</td>
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<tr>
<td>the City, state, or nation.</td>
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<tr>
<td>✓ Its value as a building is recognized for the quality of</td>
</tr>
<tr>
<td>its architecture, and it retains sufficient elements showing</td>
</tr>
<tr>
<td>its architectural significance.</td>
</tr>
<tr>
<td>✓ It has distinguishing characteristics of an architectural</td>
</tr>
<tr>
<td>style valuable for the study of a period, method of</td>
</tr>
<tr>
<td>construction, or use of indigenous materials.</td>
</tr>
<tr>
<td>✓ Its character is a geographically definable area</td>
</tr>
<tr>
<td>possessing a significant concentration, or continuity or</td>
</tr>
<tr>
<td>sites, buildings, objects or structures united in past</td>
</tr>
<tr>
<td>events or aesthetically by plan or physical development.</td>
</tr>
<tr>
<td>✓ Its character is an established and geographically</td>
</tr>
<tr>
<td>definable neighborhood, united in culture, architectural</td>
</tr>
<tr>
<td>style or physical plan and development.</td>
</tr>
<tr>
<td>❏ It has contributed, or is likely to contribute,</td>
</tr>
<tr>
<td>information important to the prehistory or history of the</td>
</tr>
<tr>
<td>City, state, or nation.</td>
</tr>
</tbody>
</table>

**Narrative Statement of Significance**

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

**10. MAJOR BIBLIOGRAPHICAL REFERENCES**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
St. Petersburg Local Landmark Designation Application

Name of property: Kenwood Historic Seminole Park Local Historic District
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 1

Boundary Description and Justification

The boundary of the proposed Seminole Park Historic District consists of all of the lots facing Historic Kenwood’s Seminole Park and is located within Hall’s Central North #2 subdivision. The properties are located as follows:

- Burlington Avenue North between 29th and 30th Streets North, extending to the alley immediately south of Burlington Avenue
- Third Avenue North between 29th and 30th Streets North
- 29th Street North between Burlington Avenue North and Third Avenue North
- 30th Street North between Burlington Avenue North and Third Avenue North.
- corner properties that are diagonal to the park: those on the northwest corner of Third Avenue North and 30th Street; the southwest corner Burlington Avenue North and 30th Street; the southeast corner of 29th Street North and Burlington Avenue, and the northeast corner of 29th Street North and Third Avenue.

Thus, the proposed district includes those properties with visible sightlines from diagonal corners of the park as well as those directly facing it. The total number of lots is 24, and the total number of structures, including homes plus the accompanying alley-facing garages and/or garage-apartments is 42.

Physical Description

Hall’s Central North #2 subdivision was platted in 1912 by developer Charles R. Hall as grid of red brick streets with granite curbs, hexagonal shaped paver sidewalks, and alley-facing garages. The lots were long and narrow to accommodate the house at the front of the lot and the garage at the back. Most of the lots on Burlington Avenue and Third Avenue North are 45 or 50 feet wide by 127 feet long; one is 90 feet wide by 127 feet long. Most of those on 29th and 30th Streets North are 127 feet wide and have varying depths. One of those parcels on 29th Street was divided in half. The alleys are paved, and utilities and trash collection are almost entirely located there.

Hall’s advertisements from 1916 entice potential buyers with description of “stately pines and beautiful oaks with perfectly paved brick streets leading to each home,” its “high elevation,” and “location away from the hotels, boarding houses and hotels” of downtown. At that time, the subdivision was advertised as “Poinciana Park.”

Today, the original red Rockport brick is still in place on Burlington and 3rd Avenues. Sadly, the brick was eventually paved over with asphalt on 29th and 30th Streets. But the original granite curbs are still in excellent condition on the Avenues and the Streets surrounding Seminole Park. Remarkably, the hexagonal paver sidewalks (many with original blocks) are still in place around the park and in front of many homes - and are well utilized every day by walkers and joggers. The tree canopy lining the streets is lush and green, enhanced by a city-sponsored oak tree planting effort back in the early 1990’s.
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

Amazingly, a few of the old growth pine trees (which at one time covered the entire Pinellas peninsula) still stand tall in Seminole Park, and one beautiful specimen graces the backyard at 2920 Burlington. The proposed historic district, like the surrounding Historic Kenwood neighborhood, is flat and has well drained sandy soil. Landscaping varies from home to home, including traditional foundation plantings fronted by lawns and yards that are largely comprised of colorful plantings and hardscape. With the highest elevation in St. Petersburg at 52 feet, residents don’t have to worry about flooding.

Central to the proposed district, of course, is Seminole Park which covers a full square block. Residents of Historic Kenwood developed a comprehensive park plan, which was adopted by the city, to outline functional areas for playground, wide grassy areas for play, and shady seating. A children’s playground and a metal picnic pavilion are at the west end, and presiding in the very middle of the park is the Seminole Park Pavilion. Designed by architect Tom Kensler and built by 70 Historic Kenwood volunteers in 1995 with grant funds from the city, the pavilion echoes the distinctive elements of a Craftsman style front porch. The pavilion is a well-known focal point for Historic Kenwood’s signature events including BungalowFest and Pinot in the Park, plus the annual Founder’s Day community picnic, monthly Kenwood Kidz activities and a host of other activities.

Property Descriptions

Seminole Park Historic District Homes

(Organized as a walk around the park, beginning with a premier A. A. Stebbins home on the corner adjacent to the Third Avenue and 29th Street park entrance, and then traveling counterclockwise around the park.)

2901 Third Avenue North
Built in 1927 at a cost of $5000, this home and its alley-facing one-story garage are the largest and finest of the nine Craftsman bungalow and garages around Seminole Park built by A. A. Stebbins. The fundamentals of the architecture are pure Stebbins: the balanced asymmetry of façade fenestration, straight brick columns supporting an open front porch floored with Cuban tiles, horizontal wood siding, simple decorative eave vents, wide front porch supported by stuccoed piers, horizontal clusters of windows, and painted rusticated block foundation. Double front-facing asymmetrical gables with wide overhangs form the front roof line. A single rear facing gable overhangs a shed roof topping additions on the east and west ends of the original house and a porch between them. The ornate roof brackets with decorative double beam extensions are more sophisticated in design than some of his other homes around the park and reflect the distinctive character of this one. A side-facing gable covers the sleeping porch, and its narrow overhang supported by multiple decorative brackets reveal more of this home’s distinctive design details. The exposed brick chimney also has more decorative features than many of the neighboring Stebbins homes.
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

The property has seen three minor additions. All of these appear to have been executed in harmony with the original design and attention to detail. Other exterior alterations have been few. Previously added jalousie windows that enclosed the front porch and side sleeping porch have since been removed. The sleeping porch was enclosed at some point with a row of period windows. The current owners replaced all of the decayed original multi-light over 1 windows with new prairie style windows in 2016. The current owners undertook extensive interior repairs, painted the exterior, replaced the privacy fence, and re-landscaped in traditional style with foundation plantings fronted by a grass yard, making the house a neighborhood showcase.

This home was featured on Historic Kenwood’s BungalowFest in 2011 and 2016.

2909 Third Avenue North
This A. A. Stebbins Craftsman bungalow and alley-facing garage, like their next-door neighbor, were built in 1927 or early 1928, for $5000. The façade features a forward facing gable with a cross gabled front porch floored with Cuban tile. Another side gable crosses the middle of the house over the sleeping porch, and like the house next-door to the east, another small decorative roof sits over the sleeping porch windows. The remainder of the house is covered by a rear facing gable. Like other Stebbins homes around Seminole Park, the open porch on this one is supported by straight brick columns atop more robust piers, and wide stairs run between stuccoed piers. The façade is marked by balanced asymmetrical fenestration, and rows of multiple adjoining windows form the system of fenestration around the house. Simple vertical slats typical of Stebbins homes form the eave vent adornment, and rafter tails and double roof brackets are exposed. Wide clapboard clads the house above its rusticated block foundation.
Few exterior alterations have been made. A furnace room and tool shed addition to the garage (now an apartment) were built in 1941, and at some point vinyl siding and metal vented eave soffits were added. The front porch was screened at an unknown date, and a deck and patio were added in 2003. The current owners undertook interior renovations, and have painted the exterior, added new awnings, and re-landscaped the property with colorful foundation plantings and a grassy yard, making its original beauty shine.

2921 Third Avenue North
This home, one of nine Craftsman bungalows on Seminole Park built by A. A. Stebbins, was constructed in 1925. Unlike the others, however, Stebbins moved it and a separate one-story garage to this property in 1932 for owner Ethel A. Ellis. It was moved from the Arcadia Subdivision, located a few miles to the northeast of Historic Kenwood. At that time, a porch and two rooms were added. Ethel and husband Harry are noted in the 1933 City Directory as living at this address. The home is wood frame clad in wide clapboard atop a stucco foundation; a stucco fireplace is located on the east side of the home. The front-facing gable roof with deep overhang is supported by substantial decorative brackets in the front, and the front porch is covered by a cross gable. There is a hip roof in the rear. Vertical louvers form eave vents at the tops of both front-facing gables. Like many Craftsman style homes, the façade is
asymmetrical. The lower front gable over the porch and the front door are aligned, but both are situated to the right of center of the home.

Unlike the neighboring Stebbins homes, the front porch on this one extends beyond the main house and is open to the side yard. The porch features straight masonry piers topped with straight brick columns. There is a capped low masonry wall around the porch, and the floor is broken Cuban tile. Fenestration includes a new Craftsman style wood front door with six marginal lights and vertical three-light windows on either side and a 6/6 vinyl double hung window on the front of the house. Sliding patio doors open to a side yard deck and to a back yard deck. The back yard is surrounded by a wooden privacy fence. The separate garage features a central gable roof with vertical louvered vent. Unique in context of other garages in this area, this one has extensions on both sides covered by shed roofs. This property contributes to the visual richness of the area with beautiful traditional landscaping and meticulous care. It has been featured on multiple St. Pete Preservation walking tours and was a featured home on Historic Kenwood’s BungalowFest Home Tour in 2005.

2931 Third Avenue North
This simple frame vernacular structure was built as a one-story, two-car garage in 1925 but is now a two-story garage apartment facing the alley at the back of the property. The property included a Craftsman bungalow facing Seminole Park until 1985, when it was demolished following a fire. The home and garage were moved to the property in 1934 from Coolidge Park, which is a few miles to the north of Historic Kenwood. It is unknown who the original owners were, but after the move, Harry and Florence Murphy lived at this address as noted in the 1935 City Directory. In 1940, the second story was added to the garage to create a spacious apartment. Throughout Historic Kenwood, garage apartments are prevalent and serve as affordable housing for renters or extra space for homeowners. After the loss of the main home, the then owners (Joseph and Georgia Declet) and their children lived in the garage apartment for more than a year until they bought another home. They then used the apartment as a rental property for many years before selling it to the current owner in 2005, who also uses it as an income-producing rental apartment. The structure has a gable roof with composition shingles and minimal overhang and is clad in painted horizontal aluminum siding added in 1975. Currently, the fenestration includes a garage door on the first floor, 1/1 double hung wooden windows, and an aluminum double-hung window on the second story porch. Exterior stairs provide access to the covered second story porch. When the upper porch was enclosed (date unknown), vinyl siding was used. The move into the neighborhood and later enlargement to a garage apartment contributes to the historical development of the area.

2935 Third Avenue North
This Craftsman bungalow and alley-facing one-story garage in the same style were built by contractor A. A. Stebbins in 1925 or early 1926. The home exhibits hallmarks of many of Stebbins’ homes: the front-facing asymmetrical double gabled roof with wide overhangs and exposed supports and rafter tails, an
open front porch floored with Cuban tile, wide front steps between stuccoed piers, asymmetrical but balanced fenestration, and straight brick columns, in this case topping more substantial battered columns. A small pergola runs from the west side of the porch to a single pier, and the current owner replaced its long-missing wooden slats. The chimney is covered entirely in rough stucco. The foundation is made of painted rusticated block. An 8-foot by 25-foot rear addition was constructed in 1956, and a patio and deck were added in 1960. A double car port attached to the garage was added at an unknown date, and both the house and the garage were re-roofed in metal. At some point, the front porch was enclosed with Miami windows, which have since been removed. The current owner transformed the front yard to a xeric landscape, using frangipani, azaleas, ferns, iris, and other plantings in place of grass. This house was featured three times on St. Petersburg's Parade of Neighborhoods, a city-wide home tour.

2945 Third Avenue North
A. A. Stebbins built this Craftsman bungalow and one-story garage in 1925 for $4500. The house has double front-facing gables, which are aligned. A sloping roof was added just below the eave vent in the rear to cover a small addition to the house, which was completed in 1936. A gable covers the entire porch, making it unusually wide among its neighboring homes. The facade fenestration consists of French doors in an asymmetrical arrangement with two windows to the west and one to the east. The combination of wide and narrow vertical slats in the eave vents is typical of Stebbins, as are the wide stairs between stuccoed piers, the Cuban tile flooring on the front porch, and exposed decorative double beam roof brackets and rafter tails. It is evident that an original sleeping porch on the east side of the house was at some point enclosed and has a large modern window system. But beneath the gable over the sleeping porch, asphalt shingles form a decorative band. The foundation is painted rusticated concrete block, and the house is covered in wide clapboard. The chimney is covered entirely in stucco. Windows are simple 1/1 double hung, many clustered in horizontal rows. The front porch was screened in 1949, but it has since been reopened. The current owners currently have just refreshed this house with a new roof, paint, and landscaping.

2949 Third Avenue North
This Craftsman bungalow and a one-story garage were built in 1925 by the builder F. A. Parker. The exterior is sided in asbestos shingles, which were added in the late 1950s or early '60s. There is also shiplap siding on one portion of the facade. The home's side-facing gable roof is topped by a smaller front-facing gable above the open front porch. Sunburst pattern gable vents and exposed rafter tails appear on all four sides of the house. The spacious front porch is supported by straight brick columns on top of tapered stucco piers. At one point, the porch was enclosed with jalousie windows, which have since been removed. Wide brick steps supported by stuccoed piers lead up to it. The chimney on the west side of the house is stucco with decorative brick trim. The fenestration includes double hung sash windows that are 7 over 1, 5 over 1, 4 over 1, smaller 3 panel windows, and a front door with mullioned glass panes.
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In 1938, a second story was added to the garage to create an apartment. It is sided in asbestos shingle with a gabled asphalt roof, the same sunburst gable vents as the house, and exposed rafter tails. The fenestration consists of double hung 4 over 1 windows, a second-story entry door, and two swing-out garage doors. The apartment has a screened side porch on the second floor. Like virtually all of the neighboring properties, this one has a wooden privacy fence surrounding the back yard.

In the 1994 Historic Structures report, reviewer Judith Kitchen notes that “This 1925 bungalow and now enlarged garage contribute to the development and visual character of the street and neighborhood.”

This home was featured on BungalowFest in 2006 and on the event’s Midnight Tour in 2007

2963 Third Avenue North
This Craftsman bungalow, constructed in 1925 by the builder F. A. Parker, features more ornamentation than neighboring Craftsman style homes around Seminole Park. The house has an asphalt shingled roof with intersecting front-facing gables, exposed rafter tails and gable vents in a vertical design. The gabled roof porch is supported by stuccoed piers topped by brick columns that have a decorative diamond border pattern at the top. A painted brick wall with a concrete cap surrounds the open porch. The fenestration on the façade consists of clusters of double hung windows that are prairie style 9 over 1, as well as a prairie frame door. There are jalousie windows on one side of the house. On the east side of the façade, a gracefully carved pergola with decorative curled ends (a replacement for an original structure) runs between the porch and a single pier in the same design as the porch columns; this one also features the diamond pattern decoration. On the west side of the house is a red brick chimney with the same the diamond patterned border. The side porch was enclosed in 1938. The front porch was enclosed at one point, but has been reopened. Vinyl siding was added at some point, but that, too, has been removed and the house now has horizontal clapboard siding.

A frame vernacular garage apartment with a second story apartment faces the alley and was added at an unknown date before 1946. The garage has vinyl siding and a front-facing gabled asphalt roof with exposed rafter tails. The fenestration consists of double hung windows that are prairie style 9 over 1 and two roll-up metal garage doors facing the alley. There are two exterior staircases leading to the upstairs apartment. One is wood frame; the other is cement and was added in 1946. The backyard is fenced in with a wood privacy fence, and the front yard has mature trees.

F. A. Parker apparently lived in the house after he built it, until selling it to B. P. Teasley in the mid-1930s. Teasley owned the property until at least 1962. On the 1994 Historic Structures Form, reviewer Judith Kitchen notes that this house “contributes to the architectural importance of the street and area as a whole.”

3001 Third Ave N
This two story Prairie style home was built in 1925 for the original owner, Harry Foster, as a two story duplex consisting of 10 rooms. It is one of only two multi-family properties facing Seminole Park, and it is the only one that was originally built for multi-family use. It is also one of only a small number of
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Prairie style homes in Historic Kenwood and the only one adjacent to Seminole Park. The exterior has wide clapboard siding, and the wood framed exterior is accented by exposed stucco piers. The hip roof is asphalt shingled, and as is typical of Prairie style, has wide overhangs. The front gabled entry and the side hip roofed entry on 30th Street are both flanked by square columns. There is a second side entry without a roof. The fenestration consists of wide 1 over 1 casement windows (some in pairs), jalousie windows and a new wooden front door with an oval decorative window. There is a stucco chimney on the east side of the home. The front yard has a low picket fence. A one-story garage was added in 1926, a year after the home was built. It is a wood framed building with a gabled asphalt shingle roof and vertical gable vents. The fenestration consists of jalousie windows.

262 30th Street North
This midcentury masonry vernacular home was built in 1949 for $17,000 for Dr. R. J. Malzone. A.L. Pfau Jr. was architect and Fox and Fox are listed as contractors. The concrete block structure was built on a slab foundation and has an irregular shape with a u-shaped façade. The hip roof is asphalt. The fenestration consists of large metal multiple-paned casement windows (some framed with faux shutters made of brick) and an unusual octagonal decorative window. In 1952, Dr. Malzone had the screened porch enlarged and enclosed to create the dining room. The home was built with an attached two-car garage, and a large, metal, flat-roofed carport was added onto the south side in the 1960s. Dr. Malzone added a swimming pool and screened enclosure in 1960.

With more than 2300 square feet of living space, this is one of the largest homes in the proposed historic district and in all of Historic Kenwood. In the 2001 Historic Structures report, the reviewers noted, “This building is representative of the historic architecture located in the area and contributes to the historical and architectural importance of the area now known as Kenwood.”

242 30th Street North
This Mediterranean revival home was built in 1926 and is a good example of that style, which was popular at the time. It was built as a small, four room house plus attached garage for Jack Cornelson. In 1932, a sun porch was added, and in 1938 another bedroom, a bathroom, and screened porch were added as well. Not surprisingly, the house now has an irregular shape. Its structure is frame and the exterior has a rough stucco finish. The barrel tiled flat roof has tiled parapets, and there are decorative tile vents on the front and sides of the house. The fenestration consists of 1/1 double hung windows, many in pairs or clusters; a wooden front door; a metal garage door on the north side facing the alley, and French doors opening to the side yard and swimming pool, spa/Jacuzzi, and deck that were added in 2006. A decorative metal canopy with scalloped edging covers the front door and part of the raised brick entry; it is stylistically unlikely that this was original to the house. Like most of the neighboring properties, the backyard is surrounded by a wooden privacy fence.

The reviewer for Historical Structure Form submitted in 1994 marked this home as a potential contributor the National Register of Historic Places district and noted, “This interesting Mediterranean
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Revival house from the mid-1920s contributes to the architectural and historical significance of the Kenwood neighborhood.” Later that year, a letter from the Florida State Director of Historical Resources and State Historic Preservation Officer opined that the property would not be eligible for listing in the National Register of Historic Places. It is not clear whether that refers to individual listing or to contributing to the then-proposed historic district.

This home was featured on BungalowFest in 2002 and 2013.

230 30th Street North

This Mediterranean Revival home was built in 1938 by owner Cade B. Allen, a well-known developer who built many homes in the Allendale neighborhood and elsewhere throughout St. Petersburg, as noted below. * This is a modest version of the Mediterranean style homes he favored. This stucco structure has an intersecting gable barrel tile roof, and its attached garage facing the alley to the south also has a gabled roof. The original roof – still in excellent condition – was replaced in 2015 because of insurance requirements, but fortunately it was rebuilt to match the original. Decorative tile vents on the front and sides of the house are typical of the Mediterranean Revival style. The front-facing gable of the main roof is echoed by the smaller front-facing gable of the enclosed front porch on the south side of the façade. The fenestration includes 2/2 and 1/1 wooden windows and louvered windows within an arched frame on the front of the porch. The side-facing French front door opens onto the porch. A stucco chimney is near the west side of the home. The backyard is fenced in, as is typical of the neighborhood. The front yard was recently re-landscaped with foundation plantings and colorful shrubs bordering the curved front sidewalk.

* “From 1922 through 1954, Cade B. Allen and/or Cade B. Allen & Sons constructed around 40 houses in Allendale and 12 in other areas of St. Petersburg and Pinellas County. All of the houses were constructed of hollow (clay) tile and many of them were veneered with stone. In addition to the original coquina rock from Florida he had shipped in by rail marble and pink and gray granite from Georgia, field stone and silica rock from North Carolina and sandstone from Alabama and Tennessee. One house on 391h Avenue was built of yellow brick. Many of the houses that were of hollow tile and stucco construction had the front entrance veneered with sandstone.” - St. Petersburg and Its People, by Walter P. Fuller, 1972, p. 122a.

This home was on BungalowFest in 2004. The brochure for that event noted that the house had been abandoned for 12 years and updated by the owner.

2962 Burlington Avenue North

According to the property card, this wood frame Craftsman bungalow was built in 1925, but the 1923 Sanborn Map shows that a home existed then on this site – the only one at that time on all four streets facing Seminole Park. It is unclear whether the current home replaces an earlier one, or whether the property card has the wrong date. Whenever the current home was built, its builder is unknown. The
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first record of ownership is of Carlisle and Mary Aikin in 1931. Mr. Aikin was a salesman with Lansing Publishing Company. The front-facing gabled roof features triangular knee braces and flared eaves. The front porch is covered by a lower gabled roof and also has flared eaves with vertical gable louvers. The Florida Site File comments that “the flared eaves are worthy of note.” The porch runs across the entire façade of the home and at some unknown date was enclosed with Miami awning windows. The wood-clad piers are flared at the bottom. The porch has horizontal wood clad walls, and it appears the columns may have been square wood posts. The foundation is concrete block. Fenestration of the main house includes double hung wood windows as well as aluminum double hung windows. There is a stucco chimney on the west side of the home. A rear porch was added in 1944, and there is a separate one-story, two-car garage with a hip roof featuring exposed rafter tails. The backyard has a large deck. This home was featured on the Historic Kenwood BungalowFest home tour in 2007, and the current owners later won an award for creative landscaping, which they designed and installed themselves.

**2950 Burlington Avenue North**

Likely built in 1941, this minimal traditional style wood frame home features a double front-facing gable roof as well as a cross gable roof over the front-facing side porch. Covered by the lower of the two front-facing gables, the front porch stoop with red brick steps features Craftsman style decorative metal columns and railings, which may be original to the home. The front door is wooden single marginal 9 light French door with the same style decorative metal grill. There is a side yard fencing and gate also in the same decorative metal design. The home is clad in wood siding and fenestration includes wooden 6/1 double hung windows. When the current owner purchased the property, she had 9/1 grouped casement windows custom made to complement the home’s architecture, and these were installed on the side-front porch to replace jalousies. At that time, a custom metal gate was commissioned to replace the wooden picket fence front gate. There is a central brick chimney. The foundation is concrete block. A separate one-story, two-car garage faces the alley and has a gable roof covered with asbestos shingles and clad with horizontal wood siding. According to the City Directory, Henry and Dora Mack were living in this home in 1942. The Florida Site File narrative notes Henry Mack owned the home next door (2944 Burlington) and may have built this one. This home has been featured on BungalowFest home tours in 2000 and 2005. The 1994 Historical Structure Report notes that “this early 40’s frame house contributes to the visual history of the street and neighborhood.”

**2944 Burlington Avenue North**

Built in 1927, this Craftsman bungalow has a symmetrical front-facing double gabled roof with deep overhangs. The upper gable eave vent has horizontal louvers. The porch runs across the entire front of the house. Consistent with Bungalow style homes, the front porch is deep, with room for lots of seating, and this one has tile flooring and a capped low masonry wall covered with a masonry brick-like stucco facade. The straight vertical piers are stucco and topped with the same masonry faux brick façade. In the 1994 Historical Structures Report on this property, the square upper columns were described as having
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interesting tile detail. It is unknown when they were modified. The foundation is rusticated concrete block, and there is a red brick chimney located on the east side of the home. There are exposed rafter tails and decorative beam extensions below the roofline. Fenestration includes double hung wooden windows and wooden double 9-light French front doors, all original to the home. Over time, some of the windows around the home have been replaced with vinyl or aluminum. There is a separate one-story, two-car garage with gable roof incorporating horizontal louvers below the eaves. Both the house and the garage are clad in aluminum siding, and a large deck was at some point added to the back of the house. Over several months in 2016/2017 the home underwent exterior renovations including new roof (composition shingles), addition of solar panels to the roof of the main house, and back porch enclosure to accommodate a new kitchen renovation. The front porch, which had been enclosed for decades with jalousie windows and a fiberglass awning, was opened up, revealing the home’s original charm.

2934 Burlington Avenue North
This one-story minimal traditional wood frame home was built by owner Grace Bateman in 1939 for $3500. Minimal traditional was a popular style from the 1930’s to the 1950’s. This home reflects influence from the earlier Tudor style, with a moderately steep front-facing gable adorned with a small round window near the peak and very little roof overhang. There is cross gable over the main house and a lower cross gable over the front-facing side porch. Both have horizontal louvers under the eaves. The foundation is rusticated concrete block with vents. Asbestos siding was applied in 1953. The front-facing side screen porch was replaced with jalousie windows in 1957. In 2010, these and all the original double hung wooden windows in the house were replaced with vinyl hurricane-rated double hung windows. The original trim around the windows was saved and reused. The home was originally built with a small front stoop with broken Cuban tiles and was covered by a small shed roof supported by brackets.

In 2013, local architect Tim Rhode designed a covered front porch in a vernacular style to complement the style of the house and accommodate seating to overlook the Seminole Park. A master suite addition was also designed and built on the rear of the house in the minimal traditional style with same roof style and seamlessly blends into the original structure. At the same time, the asbestos siding was removed to reveal remarkably well preserved original cedar plank siding. The new wood frame addition and porch were clad with scissor jointed cedar siding and with wood trim custom milled to match the original siding and trim. The foundation for the newly constructed portions of the home is stucco-covered concrete block. There is a separate two-car, one-story garage with gabled roof, which also has horizontal louvers at the gable. An in-ground spa, brick pavers, pergola and new landscaping were also added in 2013, as were the brick paved and landscaped front yard and white picket fence. This house has been featured on several St. Pete Preservation walking tours and on BungalowFest home tours in 2001, 2005, 2009, and 2014.
2920 Burlington Avenue North
This Tudor revival home, built in 1929 for $5000, may be the only property in Hall’s Central Avenue #2 subdivision to occupy one full villa site (in this case a double lot). This home’s steep roof with a curved intersecting front-facing gable covers a home clad entirely in natural wood shingles. A beautiful arched front door is tucked under a gabled vestibule, and its curve is echoed in the window near the top of the main gable. There is a three-step curved front stoop with iron railing leading to the front door. Unlike many other Tudor revival homes in the neighborhood that have chimneys next to entrance vestibules, this one has a tan brick chimney located to the side of the home. Fenestration includes original vertically oriented grouped 8-light wooden casement windows and 4/1 grouped wooden double hung windows. Miami awning porch windows were added in 1987 to the front-facing side porch, which has a tan brick column at the front corner. Over the years, some of the original windows around the house were replaced with aluminum windows. The foundation is concrete block. Facing the alley is a separate one-story, two-car garage with a gable roof incorporating horizontal louvers. One of the garage bays appears to have an original garage door with grouped four-light windows. The garage is also fully clad in wooden shingles. Roofing material for both the home and the garage is composite shingles. Built by Christ Nielson for owner Mrs. Gorda Johnson, property records show this home to have changed hands only three times since it was built, with the current owner in residence for decades. The Florida Site File notes “this property contributes to the considerable significance of the area architecturally and historically.”

2910 Burlington Avenue North
This Craftsman bungalow and one-story Craftsman garage on the alley were built in 1925 by A. A. Stebbins for $5000. The home’s roof system has a low, side-facing gable topped with a small front-facing gable. The remaining roof is a single gable facing rear. A small shed roof sits under the rear gable, covering a row of windows. Battered piers topped with smaller straight brick columns support the porch roof. Attached to the piers, rusticated concrete block forms a continuous foundation with vents. The open front porch is floored with Cuban tile, and it was screened at some point. Wide front steps between stuccoed piers lead up to the porch. Windows are simple 1/1 double hung, and some are clustered in horizontal rows. The chimney is stuccoed below the roofline and brick above it. The current open side porch was either added at some point or replaced an earlier porch and is topped with a shed roof. The French doors opening from the house suggest that it was likely a replacement for an earlier porch, which would be consistent with other Stebbins homes around Seminole Park. The right of way in front of the house is shaded by large oak trees, and it and the front yard incorporate some flowering trees and shrubs.

This is the only single family home in the proposed local historic district that is currently a rental property. Unlike many of Historic Kenwood’s rental properties two decades ago, this one has recently undergone some restoration and is well maintained.
2900 Burlington Avenue North

This Craftsman bungalow and alley-facing two-car garage were built in 1925 by A. A. Stebbins. The roof system consists of asymmetrical double gables facing front, a side-facing gable in the middle, and a single gable facing the rear. All have wide overhangs, exposed rafter tails and simple roof supports, and simple vertical slat eave vents. Below the eave vents is a section of asphalt shingles applied as decoration, often seen in Stebbins homes. The front porch gable is supported by straight stuccoed bases topped with straight brick columns. An empty column of the same design sits nearly parallel to the western edge of the house, revealing that a pergola or lattice structure was part of the home’s original façade. The foundation, made of painted rusticated concrete block, is continuous with vents and topped with wide clapboard siding. Fenestration consists of simple 1/1 double hung windows, many grouped horizontally, and the front door, which appears to be original, is mullioned with 12 panes. The front porch, unlike all the neighboring Stebbins homes, has a concrete floor without any Cuban tile. The chimney is stuccoed to the roofline, above which it is brick.

The front porch was enclosed by jalousie windows, probably in 1963, and the current owners replaced the jalousie porch door with a mahogany Craftsman style door in 2014. The sleeping porch was also enclosed with jalousies in 1960, and the current owners replaced these with 1/1 windows in 2010. They converted the garage/workshop to a guest cottage in 2010 and covered the deteriorating siding with hardy board. The current owners also re-landscaped, winning a neighborhood award for the front garden comprised primarily of Florida native and Florida friendly plants. The current patio was added in 1950, and the back yard is enclosed in wooden privacy fencing.

The home was included on Historic Kenwood’s BungalowFest in 2014 and has been opened to guests on many St. Pete Preservation tours.

231 29th STREET NORTH

This wood frame vernacular home was built in 1951 for $9500 by owner Merl Ludwick. He was married to Edith L, and the 1952 City Directory notes his occupation as working at Olson Studio. According to the property card, there was a detached one car garage. However, this might be inaccurate, as old photos show a separate two-car garage. In the 1980s, a gabled roof was added to attach the house and the garage. The home is clad with asbestos siding and has a gabled shingle roof. Fenestration includes metal single hung windows and jalousies on either side of two fixed windows at the front of the house. There are large metal awnings over the front and side windows. A unique feature is a circular enclosed front porch with a circular roof overhead. There are two chimneys. The house sits on a large corner lot (100 feet by 127 feet), so the property includes a sizable yard. Other than the connecting addition, there appear to have been very few updates over the years. In the 2001 Historical Structure Form, the historian notes, “built in 1951 this frame vernacular style home exhibits a design type and building materials that were prevalent during the period of construction. This building is representative of the
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historic architecture located in the area and contributes to the historical and architectural importance of the area.”

2863 Burlington Ave North
This Craftsman bungalow was built in 1935 by Julius Johnson, a builder known for constructing the historic Bishop Hotel, as noted in the City of St. Petersburg Mayor’s Historic Preservation Summit in 2006. The roof is double gabled, with the lower of its two asymmetrical front-facing gables covering a sizeable front porch on the west side of the facade. The roofs are asphalt shingled. The home’s wooden frame was at some unknown date veneered with a with a decorative artificial stone, but other original structural elements are notable. The straight columns that support the porch roof, two porch foundations and chimney are made of coquina brick arranged in patterns of several colors. Brick piers on either side of the wide front stairs are also coquina brick. Decorative vertical vents sit just below the roof gables. The front porch is now enclosed with 1/1 windows and has a prairie style glass door flanked by two narrow decorative prairie style window panels. The home’s other fenestration consists of 1/1 windows, some of which are clustered, and a back door with a window. A sleeping porch on the west side of the house remains open, with French doors opening onto it from the house.

The detached two-car garage is wood frame and has an asphalt shingle gable roof. The gable is aligned with the house roof, but since the garage faces 29th Street, the gable is side facing. There are two roll up garage doors. The home sits on a large lot, and the sizeable back and side yards are surrounded by privacy fencing.

251 29th Street North
Built in 1929, this A. A. Stebbins Craftsman bungalow has large battered columns beneath slightly smaller straight brick columns to support the front porch roof. A front-facing gable is crossed by a side gable over the porch, and a single rear-facing gable covers the rest of the house. Horizontal wood siding sits atop a painted block foundation, and the chimney is stuccoed entirely. A lone pier remains to the north of the porch where it would have originally supported a pergola or lattice work. The front porch, which would have originally been open, is now enclosed with large-pane glass windows. It appears that the organization of the home’s original windows in horizontal rows has been retained, but the windows themselves were at some point replaced with more modern ones. A pattern of thick and thin vertical slats adorns the eave vents, and rafter tails are exposed.

The house and garage have been altered to become a multi-family unit. The changes occurred in 1952, when a second story was added to create bedrooms over the garage and an addition on the east side of the house was built, so a large portion of the lot is now covered by buildings. Nonetheless, the current owners have maintained a charming backyard, which has been opened for Artist Enclave of Historic Kenwood events, since the owner is a painter. The current owners painted the house recently to
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harmonize with the gazebo in the center of Seminole Park, and new landscaping includes colorful plantings, rock, and mulch, bordered by a small amount of grass.

261 29th Street North
Contractor A. A. Stebbins built this Craftsman bungalow and one-story garage in 1925, and it appears to be featured in an ad for Stebbins homes surrounding the park. The home has a double asymmetrical front-facing gable and a side gable with wide overhangs covering the sleeping porch. The house sits on a corner lot and faces 29th Street, so unlike most of its neighbors, the two-car garage faces Third Avenue North, instead of an alley. The open front porch and screened sleeping porch are supported by square brick columns topping slightly larger stuccoed columns and floored with Cuban tile. The balanced asymmetrical façade fenestration is typical of Stebbins homes. Simple roof brackets and rafter tails are exposed. On the south side of the house, a pergola extends from the front porch to a lone pier. Wide front stairs are supported by stuccoed piers. Cedar shingles form a decorative pattern below the eaves on both the front gable and the side of the mid-house cross gable. Wide clapboard siding on the house tops a continuous painted rusticated block foundation with vents. The clapboard siding on the garage is narrower.

A patio and deck were added in 1950, and at some point between 1995 and 2010, the current decorative pergola was reconstructed. The property card and Pinellas County Property Appraisers records suggest that apart from maintenance and infrastructure upgrades, no changes of substance have been made to these structures. Even the garage doors appear to be original. Landscaping is traditional in style, with foundation plantings and a grassy front yard. The property has been well maintained for many years.

National Register researcher Judith Kitchen noted that “The building makes a big contribution to the significance of 29th Street N and the neighborhood.” Not surprisingly, this distinctive home was featured on Historic Kenwood’s BungalowFest in 2013 and 2015.

301 29th Street North
This mid-century Masonry Vernacular home and garage were built in 1951 for J. H. Mudge. The stucco exterior is topped with an asphalt shingle hip roof with wide overhangs. A tall hip roofed entry with two high arched entries to a small enclosed porch was added in 2005, and when compared with a photo of the house in the 2001 Historical Structure Form, it has added dimensionality and visual interest to the home’s façade. A row of glass block creates a decorative border near its top, and decoratively carved brackets support the roof. A large picture window surrounded by smaller panes dominates the north side of the façade, and other large windows and clusters of multiple paneled windows have prominence on other sides of the house. An original chimney was at some point removed.
The home’s two-car garage was originally detached, but an extension connected it to the house in the 1960s. Another front-facing entry and doorway are part of this extension. The garage has an asphalt shingle hip roof with decorative vents across the top above the two roll up doors.
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

The owner of this home was a professional landscaper and for many years managed the grounds of an estate in New England. Not surprisingly, his colorful, blooming garden is often the envy of neighbors. The most profuse color is on the sunny south side of the house, and the area near the garage has shade plantings surrounding a large oak. The back yard contains a Jacuzzi and is surrounded with a masonry and stucco privacy wall.

This home was featured on BungalowFest in 2005.

Seminole Park Pavilion
Echoing distinctive design elements from many of the Craftsman bungalows adjacent to it, this 400-square foot open pavilion has four substantial concrete block piers topped by straight wooden columns that support its gabled roof. Small pop-up gables with open carved sunburst designs are incorporated into the north and south sides of the roof. The exposed beams are decorated with raised square medallions, and the diagonal wooden roof supports are subtly carved. The floor is covered with six-inch terra cotta tiles, and in its center is a tiled version of Historic Kenwood’s oak tree logo.

The structure was designed by architect Tom Kensler, then a neighborhood resident, incorporating concepts from Crime Prevention Through Environmental Design, a program designed to deter criminal activity. Residents of a local correctional facility poured the concrete slab on which it sits. Spearheaded by Kensler and neighborhood organizer Bob Jeffrey, 70 neighborhood volunteers converged on the park for ten weekends from October through December of 1995 to build the structure. It was inaugurated just in time for the neighborhood’s annual Christmas light activities. It is regularly maintained by neighborhood residents and the Historic Kenwood Neighborhood Association and is very well used on a regular basis, both for planned events and informal activities.

Setting

Located within the Historic Kenwood neighborhood, the proposed district is situated just three blocks from Central Avenue and the shops and restaurants located in the Grand Central Business District. It is positioned within the southwest quadrant of the Historic Kenwood neighborhood. Of the 24 homes in this proposed district:

- 13 were built in the 1920’s
- two in the 1930’s
- one in the 1940’s
- the two newest homes in the proposed district were built in 1951

Of note, while researching the properties we found some discrepancies regarding the year of construction for a few properties among our sources: Pinellas Property Appraiser website, Property Cards, 1995 Kenwood Final Survey Report, and the 2003 National Register of Historic Places Registration Form. We have used the dates from the 2003 report.
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 16

All of the homes were listed as contributory to Historic Kenwood’s designation on the National Register of Historic Places.

Many of the homes have had some alterations over the years but all still possess their original architectural integrity. Of the 14 Craftsman Bungalow homes, four have enclosed front porches with windows and two have screened in the porches. All but three of the homes have enclosed the backyards with fencing for privacy and security. Fencing material is primarily wood stockade; others are vinyl, stucco-covered block, and chain link fence. Eighteen of the properties have separate garage structures and of those six include garage apartments for rental and/or extra living space. It was quite common in the 1920’s for a garage apartment to be built first for the owner/contractor to live in while the primary house was under construction. In present day, many garage apartments serve as income producers for owners and affordable housing for renters. In 1928, due to the earlier construction of St. Pete High School, a series of avenue name changes were adopted. 3rd Avenue North became Burlington Avenue North and 4th Avenue North became 3rd Avenue.

STATEMENT OF SIGNIFICANCE

Historical Context

Development of Historic Kenwood (Hall’s Central District #2)

Charles Hall: Charles R. Hall, described as one of St. Petersburg’s biggest developers during the City’s boom time era, was born in 1869. A Philadelphia milliner, he became a traveling salesman and eventually a developer of New Jersey seashore property. Persuaded to come to St. Petersburg in 1909 by early St. Petersburg leader F.A. Davis, Charles Hall made significant investments to become an active partner in the development to the west of downtown. In 1912 he purchased what became Hall’s Central District #1 with acreage stretching from 25th Street to 28th Street and soon thereafter bought additional property expanding west to 31st Street (Hall’s Central District #2). He eventually went on to develop Lakewood Estates and 160 acres off 34th Street. He, along with developer H. Walter Fuller, pushed for extension of the trolley line from downtown west to the beaches to promote growth west of downtown. Charles Hall marketed lots aggressively with many inducements. Such inducements included a willingness to accept lots bought elsewhere in the city as an exchange for his lots. He also offered people to invest $500-$5000 in securities, promising 8% interest return.

Homes in Hall’s Central District #2 were built for the working to middle class and homes were modest in comparison to the large homes built closer to downtown. As Hall’s granddaughter Mary Richmond said, “Snell developed for the rich. My grandfather developed for the middle class.” Hall is quoted as saying that people want “the modest home. That is what we are going to give them.” City Directories from 1925-1941 describe residents as having jobs such as “salesman,” “contractor,” “works at Olson Studio,” etc. In 1914, Charles Hall and his wife Emma Hall deeded Block Number 11 (an entire city block) of Hall’s Central District #2 to the City for the sum of $1.00. There were conditions that included:
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 17

- the property could be used as a public park only, to be called "Seminole Park"
- the City would improve and maintain the park
- should either of these conditions be violated, the land would return to his heirs

City Hall subsequently posted a resolution accepting the deed.

Sadly, Charles Hall went bankrupt following the stock market crash and died in 1934. In 1991, after learning that Hall’s grave in Royal Palm Cemetery was unmarked, his great granddaughter acquired a 2 foot octagonal piece of sidewalk from old Kenwood and engraved “Charles R. Hall – A preserver and creator of beauty.”

A.A. Stebbins: Throughout Historic Kenwood, and especially in this proposed local historic district, are a number of beautiful Craftsman bungalow homes built by contractor A.A. Stebbins. Nine of the fourteen Craftsman bungalow homes in this proposed district were his. Most were constructed in 1925; right around the time of the real estate bust in St. Petersburg. Two more were built in 1927 and the last one in 1929. Moving to St. Petersburg in 1919, he was a prominent developer who built approximately 15 houses per year. He described his bungalow homes as being “conveniently arranged” with “large and airy” rooms. Featuring large front porches with openings from living and dining rooms, his homes featured fire places: “a little open fire is cheerful but regular heat is not required.” His houses were by no means “cookie cutter” developer homes, but he had a few signature elements. One was the straight brick columns supporting the porch roofs, which sat on more substantial straight or battered piers. Another was the wide front stairs leading to a spacious front porch, which promoted the neighborliness that is still so much a part of the social fabric of the neighborhood.

A.A. Stebbins was very supportive of the City of St. Petersburg and acknowledged that the marketing efforts of the City to bring visitors to the City benefited his business. He donated money to the Chamber of Commerce stating, “the money I can afford to appropriate for the benefit of my home town can be more wisely used under your auspices.” He conceived and funded an idea to outfit a Pullman rail car to travel to northern states to tout St. Petersburg and its beauty. Named “Sunshine,” the Pullman car traveled the United States with the Royal Scotch Highlanders Band to advertise the “Sunshine City” and give concerts. The City was so appreciative of his efforts that the City Council voted to change the name of Seminole Park on June 5, 1945 to “Stebbins Park” and a formal resolution was issued in this regard. However, the new name was to be very short lived. A week later on June 12, 1945, the City’s legal staff recognized the conflict with the original deed from Charles Hall requiring the park to be called “Seminole Park” in perpetuity. Seminole Park is noted in the City Directories starting in 1925.

Cade Allen: Best known for building large, beautiful homes featuring extensive stonework, dairy farmer turned carpenter Cade Allen is best known for building St. Petersburg’s lovely Allendale neighborhood. Only twelve Cade Allen homes were built outside of the Allendale neighborhood. One, a Mediterranean Revival single story home, is within this proposed local historic district.
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Page 18

Architecture

The homes surrounding Seminole Park display a remarkable architectural diversity, in keeping with that of the Historic Kenwood neighborhood as a whole. Like the entire neighborhood, our proposed historic district has a large concentration of Craftsman style bungalows. The 24 homes in this proposed local historic district represent the following architectural styles:

- 14 are Craftsman Bungalows (nine built by A.A. Stebbins and two by F.A. Parker)
- 2 Minimal Traditional
- 2 Mediterranean Revival (one built by Cade Allen)
- 2 Frame Vernacular
- 2 Masonry Vernacular
- 1 Tudor Revival
- 1 Prairie (built and still used as a duplex)

Each and every one is listed as “Contributory” in the 2003 National Register of Historic Places Registration Form.

Two of the homes located on Seminole Park were moved to 3rd Avenue North. These were among the 170 homes that were moved into Historic Kenwood in the mid-1930’s from other neighborhoods. It’s thought that following the economic crash in the 1920’s, developments that had been started prior to the crash languished afterwards - and rather than have homes sparsely located, it would be better to re-locate to a neighborhood that had been almost built out before the crash. Luckily, Historic Kenwood was one of those neighborhoods mostly built during the boom years.

This proposed local historic district overall has architectural interest and cohesiveness and has retained the historic features such as the hexagonal sidewalk pavers, granite curbs, brick streets, tree canopy, landscaping and Seminole Park which supports the designation of Historic Kenwood Seminole Park as a local historic district.

Community Planning and Development

The homes surrounding Historic Kenwood’s Seminole Park form an intact example of suburban development expanding from downtown St. Petersburg, with most built in the booming 1920’s. Like so many early 20th century American neighborhoods, Historic Kenwood experienced a mid-century decline that did not begin to turn around until the 1990’s. With the formation of the Historic Kenwood Neighborhood Association in 1990, neighbors banded together to turn the neighborhood, that had become nearly 90% rental, back into mostly owner occupied homes. In addition to the Prairie style apartment property, only one single-family home located in this proposed local historic district is not currently owner occupied. Initial strategies to make this turnaround included active Crime Watch and drug marches to combat crime. Projects such as building the Seminole Park Pavilion, erecting Historic
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

Kenwood street signs throughout the neighborhood, and displaying Historic Kenwood flags brought a sense of pride and unity. Activities such as monthly porch parties, community picnic, and holiday decorating contests brought a sense of community. Novel projects, such as bank partnerships in the 1990's, supported first time home ownership. Starting in 1998 with a “Parade of Neighborhoods,” Historic Kenwood will soon host the 18th Annual BungalowFest Home Tour to showcase neighborhood architecture. BungalowFest promotes the reputation of the neighborhood and encourages homeowners to renovate and “fix up” their homes. Almost half of the homes in this proposed local historic district have been featured one or more times on this home tour.

The development of Hall’s Central #2 as a middle class/working class neighborhood is clearly apparent as one views this neighborhood in present day. As the Florida State Historic Preservation Officer noted in the 2003 National Register Registration Form, “The significance of the composition of the neighborhood is particularly important, as the quality of the architectural design is not a result of income, but rather the result of high-minded planning ideals and inherently good design. Kenwood Historic District illustrates the democracy of design that has been maintained for more than sixty years.”

References

Books:


Newspapers:

Advertisements

“Hall’s Central Ave. Sub-Division,” The Independent, April 11, 1913

“A Printer’s Ink Journey through St. Petersburg’s Best Residential Development and Avalon,” The Independent, April 24, 1916

“Don’t Pay Taxes,” The Independent, April 25, 1916

“Wanted Lots in Hall’s Subdivisions,” The Independent, April 26, 1916
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

"Some of the Many Homes Built by A.A. Stebbins," unknown newspaper and date (obtained from Museum of History)

"St. Petersburg," advertisement to invest in Charles Hall properties & securities, unknown newspaper and date (obtained from Museum of History)

Articles:

"City Car Really Brought Sunshine to Washington," The Independent, St. Petersburg, Florida: June 9, 1924

"Tell of Meet at Washington," The Independent, St. Petersburg, Florida: June 9, 1924

"That Man Stebbins," William C. Freeman, Newspaper unknown: December 15, 1924

"Round About Town with the Spectator," Article about A.A. Stebbins, The Independent, St. Petersburg, Florida: May 31, 1924


"Historic Kenwood to Flap in the Wind," Jennifer Brett, St. Petersburg Times: December 1, 1996


"Early Developer Gambled and Left His Mark on City," Scott Taylor Hartzell, St Petersburg Times: September 13, 2000

"Pinellas St. Petersburg/Historic Kenwood," Eric Snider, Creative Loafing: March 2, 2005

Announcements & Photos


Obituary:

"Albyn Stebbins, Pioneer City Developer, Dies" – newspaper and date published unknown. Royal Palms South Cemetery notes his birth/death dates are birth: 1864 and death: 1948

Journal Articles:

"A Florida Bungalow Home," Building Age and the Builder's Journal (1922-1924): A.A. Stebbins, July 1, 1923
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District


Other Sources:


City of St. Petersburg. Property Cards

Handwritten notes detailing timeline of Charles Hall accomplishments. Obtained from St. Petersburg Museum of History

Historical Structure Form: Florida Site File

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Interview with Jim Bloodworth, long term Historic Kenwood resident regarding late 1990's tree planting project, June 2017

Interview with Joseph Defet, previous owner of 2931 3rd Ave. N. regarding fire and demolition of the home, July 2017


St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District


Pinellas County Property Appraiser, On-line Address Search: http://www.pcpao.org


Sanborn Map Company. Sanborn Fire Insurance Map. 1923

St. Petersburg City Council Resolution, Seminole Park. February 19, 1914

St. Petersburg City Council Meeting Minutes and Resolution, Stebbins Park. June 5, 1945

St. Petersburg City Council, Letter regarding Stebbins/Seminole Park. June 12, 1945


Warranty Deed from Charles H. Hall and Emma M. Hall to the City of St. Petersburg, February 3, 1914
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

2901 Third Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 2

2909 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 3

2921 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section - Seminole Park Local Historic District  Photo Page 4

2931 3rd Avenue N (front and rear view of the only structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 5

2935 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 6

2945 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 7

2949 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 8

2963 3rd Avenue N (façade and garage)
St. Petersburg Landmark Designation Application

Name of Property: Historic Kenwood Section – Seminole Park Local Historic District Photo Page 9

3001 3rd Avenue N (facades on 3rd Avenue and 30th Street of the only structure)
262 30th Street N (façade and alley view of single structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 11

242 30th Street N (façade and alley view of single structure)
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Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 12

230 30th Street N (façade and Burlington Avenue view of single structure)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 13

2962 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 14

2950 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 15

2944 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 16

2934 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

2920 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 18

2910 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 19

2900 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District

231 29th Street N (29th Street façade and Burlington Avenue side of single structure)
2863 Burlington Avenue N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 22

251 29th Street N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 23

261 29th Street N (façade and garage)
St. Petersburg Landmark Designation Application
Name of Property: Historic Kenwood Section - Seminole Park Local Historic District Photo Page 24

301 29th Street N (two façade views of single structure)
Seminole Park Pavilion (two views of single structure)
Appendix D
Public Information Session Invitation, Sample Ballot,
and Summary of Returns
NOTICE OF INFORMATION SESSION
REGARDING THE POTENTIAL DESIGNATION OF A LOCAL HISTORIC DISTRICT

REQUEST: This is a letter of notice regarding an upcoming public information session. The purpose of the meeting is to discuss the potential impacts of an owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.

The proposed district includes all parcels facing Seminole Park, roughly bounded by the alley between Third and Fourth Avenues North to the north, by the alley between Second and Burlington Avenues North to the south, by the east property lines of all houses on the 200 block of 29th Street North to the east, and by the west property line of all houses on the 200 block of 30th Street North to the west.

FILE NO: 17-90300003
Historic Kenwood - Seminole Park Section Historic District (name to be determined)

DATE: Monday, June 5, 2017
TIME: 6:30 p.m.
PLACE: Seminole Park – 30th Street North & Third Avenue North, St. Petersburg, FL 33713
MORE INFO: Laura Duvekot, Historic Preservationist, (727) 892-5451 or laura.douvekot@stpete.org

Ownership records indicate that you are an owner of property located within an area that may be nominated to the St. Petersburg Register of Historic Places as a local historic district. The meeting referenced above will be an opportunity to learn about the process and impacts of local historic district designation and have questions or concerns addressed. No votes regarding the pursuit of designation will take place at this meeting; it is being held to assist you in making an informed decision for an upcoming vote.

The historic significance of this area has already been recognized through the 2003 listing of the Kenwood Historic District in the National Register of Historic Places. This area’s additional listing as a local historic district in the St. Petersburg Register of Historic Places would provide a heightened degree of protection intended to preserve the area’s character by encouraging sensitive changes over time.

Following the meeting on June 5th, City staff will mail an official ballot to each registered owner of all property within the proposed district. Votes in support of the application must be received from the registered owners of 50% plus one tax parcels in order for the application for district designation to proceed. Documentation of the district’s resources and a narrative discussion of its historic significance will also be submitted to City staff by the applicant along with an application fee.

If a sufficient number of votes of support are received, two public hearings will then be held as part of the designation process. During the first, the Community Planning and Preservation Commission will make a recommendation for or against approval of the application based on their determination of the proposed district’s eligibility for local district designation with regard to criteria for significance and integrity established by St. Petersburg City Code. During the second public hearing, City Council will weigh criteria for significance and integrity, as well as the proposed designation’s compatibility with future land use and development plans. The public will have an opportunity to speak at each hearing. Owners of property
within and adjacent to the district will be notified to the exact time and date of each hearing as it approaches. If the application is successful and the local historic district is designated, future changes to the properties within the district will be guided by St. Petersburg's Design Guidelines for Historic Properties.

If you have questions/comments, or would like more information but cannot attend the meeting, please visit, write, or call this office: Urban Planning and Historic Preservation, Municipal Services Center, Eighth Floor, One 4th Street North, St. Petersburg, Florida, 33701. Telephone (727) 892-5451 or email laura.duvekot@stpete.org.

Respectfully,

Laura Duvekot, Historic Preservationist II
727.892.5451
laura.duvekot@stpete.org
Instructions for Vote to Collect Support/Opposition of an Application for the Designation of the Proposed Kenwood Section – Seminole Park Local Historic District

File Number: HPC 17-90300002

Boundaries of Affected Area:

This local historic district includes the properties facing Seminole Park and is roughly bounded by:

- The alley between Third Ave N. and Fourth Ave N. (northern boundary),
- The alley between Second Ave N. and Burlington Ave N. (southern boundary),
- Rear (east) parcel lines of properties between the two above-described alleys (eastern boundary), and
- Rear (west) parcel lines of properties between the two above-described alleys (western boundary).

Boundaries are additionally depicted on page 2 of this notice.

Legal Description:

Hall’s Central Avenue, Subdivision Number Two:

- Block 7, west 50.5 feet of Villa Site 10;
- Block 8, Villa Sites 9-12;
- Block 9, east 50 feet of Villa Site 15;
- Block 10, Villa Site 2 and east 50 feet of Villa Site 15;
- Block 11 (Seminole Park);
- Block 12, Villa Site 7 and Villa Site 10 less east 20 feet;
- Block 13, Villa Site 7;
- Block 14, Villa Sites 1 through 4; and
- Block 15, north 67 feet of Villa Site 2 less west 10 feet

Applicant: Brenda Gordon, Laura McGrath, and Elizabeth Sise

Request: Listing of the Kenwood Section – Seminole Park Local Historic District in the St. Petersburg Register of Historic Places
Dear Property Owner,

Per the St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5.2.a, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on June 5, 2016 in Seminole Park. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (CPPC) and the City Council.

**Process for Tallying Votes**

Each tax parcel is counted as one vote, regardless of the number of owners registered to that property. However, in the case of properties with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If ballots representing conflicting votes among multiple owners of a single tax parcel are received, the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a property and only one ballot has been received by Monday, September 25, 2017, then the vote indicated on the returned ballot will be counted for the entire parcel.

There are 24 properties within the proposed district, excluding Seminole Park, which, as City property, does not have the opportunity to vote or count toward the number of tax parcels. If support from the owners of 13 properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC. Once a district application has been certified complete, no permits shall be issued for any exterior alterations, demolitions, or new construction, except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

**Next Steps in the Designation Process**

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district’s historic significance and integrity. This will be followed by a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote for or against recommendation of designation of the proposed district.

Within 60 days following the CPPC meeting, the City Council will then evaluate the proposed district designation at a quasi-judicial hearing. Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council.
**Impacts Should the Proposed District Application Be Approved**

If the application is approved by the City Council, your property will be recorded as either a contributing or non-contributing property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners’ ability to update and maintain their properties, but aims to ensure the sensitivity of alterations and additions to the historic nature of a designated district or individual local landmark. Generally, properties over 50 years in age that retain historic integrity are considered contributing, and more recent construction and highly altered buildings are considered non-contributing. While the COA process is still required for non-contributing properties, it is simplified even further to minimize the impact on property owners. Please contact City Staff for information about the contributing status of your property.

**Ballot Remittance and Status Updates**

Continuously updated details concerning this case and the status of the application for local historic district designation can be accessed at:

Please consider your choice of support or opposition/nonsupport and return the attached ballot to:

- Official Ballot, Seminole Park LHD
- c/o Laura Duvekot
- Urban Planning & Historic Preservation Division
- PO Box 2842
- St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, September 25, 2017 or delivered in person by 4pm on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.

Properties within the proposed district that are not represented by a vote of support by September 25, 2017 will be considered to express nonsupport/opposition. Questions or comments can be directed to Laura Duvekot, Historic Preservationist, 727.892.5451 or laura.duvekot@stpete.org.

Respectfully,

[Signature]

Derek Kilborn, Manager
Urban Planning & Historic Preservation Division
Planning and Economic Development Department
/ld

cc: Dave Goodwin, Director, Planning & Economic Development Department
Michael Dema, Assistant City Attorney, City Attorney’s Office
I, ____________________________, owner of the property located at ________________________________, St. Petersburg, Florida 33713,

☐ SUPPORT

☐ DO NOT SUPPORT

the initiation of an application for designation of the Kenwood Section – Seminole Park Local Historic District as a local historic district. The proposed district boundary includes the properties facing Seminole Park, roughly bounded by the alley between Third Ave N. and Fourth Ave N. to the north, by the alley between Second Ave N. and Burlington Ave N. to the south, the rear (east) parcel lines of properties between the two above-described alleys to the east, and the rear (west) parcel lines of properties between the two above-described alleys to the west.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

______________________________  ________________________________
(Signature)                     (Date)

Ballot Instructions:

Please sign and return this ballot on or before Monday, September 25, 2017. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, Seminole Park LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2642, St. Petersburg, FL 33731-2642.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of: "support" votes representing at least 13 of the 24 tax parcels within the proposed district a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a property and only one ballot has been received by September 25, 2017, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before September 25, 2017 will be recorded as a nonresponse and counted as a "do not support" vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days' notice of the public hearings at which you may provide input regarding the potential district designation.
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<td>310 30TH ST N – FRONT DUPLEX</td>
<td>COMSTOCK ENTERTAINMENT LLC</td>
<td>8285 30TH AVE N, ST PETERSBURG FL 33710-2256</td>
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</table>

33 Ballots mailed to owners of 24 parcels on 08/03/2017; due 09/25/2017

13 votes of support or 12 of non support needed to call

Sufficient support received August 23, 2017
CITY OF ST. PETERSBURG, FLORIDA

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION
STAFF REPORT: COMMUNITY PLANNING AND PRESERVATION COMMISSION

For Public Hearing and Recommendation to City Council on October 10, 2017 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Commissioner Jeff Wolf resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

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<td>242 10th Avenue Northeast</td>
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<tr>
<td></td>
<td>255 10th Avenue Northeast</td>
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<tr>
<td></td>
<td>916 Oak Street Northeast</td>
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| LANDMARK NAME: | North Shore Section - 200 Block of 10th Avenue Northeast |
| OWNER:         | Multiple |
| APPLICANTS:    | Diane Sheppard and Robin Reed |
| REQUEST:       | Listing of the 200 Block of 10th Avenue Northeast Historic District in the St. Petersburg Register of Historic Places |

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Appendix B      Additional Photographs/Street Graphic
Appendix C      Application for the St. Petersburg Register of Historic Places
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OVERVIEW

On August 25, 2017, an application for the listing of the 200 Block of 10th Avenue Northeast (proposed district) in the St. Petersburg Register of Historic Places as a local historic district was submitted by Diane Sheppard and Robin Reed, the former being a property owner within the proposed historic district. The submission of this application followed an information session held on August 8, 2017, which was hosted by City Staff (Staff) at the applicants’ request and attended by up to 11 property owners from within the delineated boundary of the proposed historic district.

Following the application’s receipt, Staff prepared a ballot by which homeowners could show support or non-support of the application. On August 18, 2017, ballots were mailed to each of the 22 listed owners of the 14 properties within the delineated boundary; the deadline to receive all ballots by the City is October 18, 2017. By August 28, 2017, a total of 14 ballots, representing all listed owners of eight (8) properties, were received by Staff, thus surpassing the City Code requirement of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete.

NARRATIVE DESCRIPTION AND BACKGROUND

Due to the similarity of context and locational characteristics, and to ensure a level of consistency in reporting, the following Narrative and Background information, as well as, other selected sections within this Staff report, are taken from the 700 Block of 18th Avenue Northeast Historic District staff report, prepared under 16-90300008 by Staff.

As noted in the Application for Designation (Appendix C), as well as in the contextual narrative for the North Shore National Register Historic District, North Shore was platted by the Snell & Hamlett Real Estate Company. The company was formed by C. Perry Snell and James C. Hamlett, who began purchasing the land that would come to be the North Shore neighborhood in 1909. The North Shore, as a collective of neighborhoods, and also referred to as the Old Northeast, was developed over a period of roughly 35 years, beginning in the 1910s with construction in the area’s southernmost section, which lies just north of St. Petersburg’s downtown central business area. At the time, the distance between the northern portions of the North Shore neighborhood and St. Petersburg’s small, but growing downtown seemed expansive, so, as shown below, the company financed an extension of the City’s streetcar line which ran up Locust Street to promote development.¹ Snell sought to promote his subdivisions as beautiful, exclusive, and prestigious through the addition of lush landscaping, neatly-gridded streets, and deed restrictions dictating the orientation and minimum cost of homes to be built therein, animals that could be kept, and perhaps ignominiously, the types or race of residents permitted.

By the early 1920s, St. Petersburg’s population was welcoming a dozen or more new residents each day. Its population more than doubled between 1920 and 1926 to a total of over 30,000.² Though construction boomed throughout the city, North Shore had established itself as a high-end residential neighborhood by this time. “It is an admitted fact by everyone who knows that the most valuable residential section in St. Petersburg is the North Shore,” local realtor W. McKee Kelley was quoted as saying in 1923. “Every person familiar with St. Petersburg believes that St. Petersburg is going to grow very fast. As it grows, the demand for homes and lots in this choice section will steadily increase.”³

Homes built in North Shore during this period included both those constructed specifically for individual owners and those constructed by speculative builders. Samuel V. Schooley and Perry M. Murphy were among the boom-era builders that had the greatest impact on the residential stock of St. Petersburg. Operating as the Schooley-Murphy Builders, they constructed hundreds of homes throughout the City.⁴ Having both relocated to St. Petersburg from the Midwest with backgrounds in construction, the pair became known for single-family homes built of hollow-clay tile, a structural system which offered both a sense of permanence and stability, and decreased costs of maintenance and fire insurance, when compared to wood frame counterparts.

Advertisements boasted that the company’s intimate knowledge of the building trade resulted in efficiency of labor and the highest quality of materials obtained for the lowest prices. Schooley-Murphy homes, which often exhibited the fashionable Mediterranean Revival or Mission styles fit in well in the high-end North Shore section, and were purchased rapidly by investors, northerners seeking second homes, and full-time residents seeking to relocate to St. Petersburg permanently. Though Schooley-Murphy does not appear to have developed in the proposed district, it is known that well-known local architect, Archie G. Parish, designed the residence at 255 10th Avenue Northeast. Though a fairly unremarkable residence, his relatively small, minimal traditional design that anchors the east end of 10th Avenue pursuant to the proposed district, is now an example of a building that has evolved over time with periodic alterations that have become historic. This includes enclosing the front porch and adding to its depth, an addition to the rear, as well as, carport and wall system that have been modified over time.

According to the National Register of Historic Places Registration Form and documentation for the North Shore Historic District, which includes the entirety of the proposed district,

The largest amount of building [in the North Shore neighborhood] took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include the Bungalow, Prairie, Frame Vernacular [which includes several of the houses within the proposed district that have been categorized as American Foursquare for the purposes of this report], Colonial Revival, and Mediterranean Revival.6


7 Kate Hoffman and Carl Shiver, *North Shore Historic District, Pinellas County, Florida,* National Register of Historic Places Registration Form, 2003. Section 7-page 3 and section 7-pages 63-64.
200 Block of 10th Avenue Northeast

The Sanborn Maps below, reveal the development build-out of the proposed historic district from 1923-1951. Additions and changes are evident from the yellow coloring of the 1951 map. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Roads, alleys, sidewalks, and other landscape features are assumed to be contributing to the proposed district overall, but are not counted as historic resources since they are protected by City Code. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. A further breakdown reveals that eight (13) primary residential buildings are contributing, while one (1) is non-contributing; eight (8) garage apartments are contributing, one (1) detached garage is contributing and one (1) is non-contributing. There is also one (1) structure that is contributing. Regarding the Prairie style
primary residence that is non-contributing, it is located at 235 10th Avenue Northeast, as shaded in gray in the graphic below, and as a photograph shown in Appendix B, is determined by Staff to be non-contributing due to: 1) the large, out-of-scale addition added to its west elevation which alters the historic dimensions, form, and symmetry of the original building design; 2) the matching rooflines between the historic and the new that do not support differentiation; 3) its frontal enclosed porch; and 4) the terminated driveway along 10th Avenue that departs from historic development patterns. For this particular building, all of these combine to create an obvious adverse impact to the building’s form, profile, and street appearance.

It must be noted that two small sheds, one located at 215 10th Avenue Northeast and the other at 916 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing. Also, it is important to note that any reference to a garage apartment contained in this report and overall application is based on visual appearance only and does not guarantee any right of use according to the City Land Development Regulations to which such use would be applicable.

An architectural description of each of the 14 properties located within the proposed historic district’s boundaries is included in the Application for Designation (Appendix C). Except for the
property at 202 10th Avenue Northeast, photographs for each property are also found in the Application for Designation. However, a photograph is included for the missing property in Appendix B, herein. The proposed district serves as a representative sampling of how different architectural styles created a pattern of built design diversity as part of the larger North Shore neighborhood system. These resulting varying styles reflected individual tastes of the first owners, as well as, builders who were speculating based on popular consumerism during the period of significance. In contrast, and in spite of many city blocks revealing this diversity of architecture, others were purposefully planned and designed as enclaves for architectural themes such as Granada Terrace with its Mediterranean Revival, and certain street blocks where a full row of similarly designed residences can be found. Some buildings evolved over time as owners reconfigured their habitable space and living needs, and as technology changed to create new opportunities for enclosed spaces. In most cases, aging buildings and structures were repaired and altered as part of ongoing maintenance.

1923 Sanborn Map.  1951 Sanborn Map.

Also important to consider is that most residential blocks in the larger North Shore area are commonly composed of both one and two-story buildings juxtaposed in the random manner established by the first designers and owners. Several were designed first as multi-family buildings rather than single-family buildings, which still occurs today even in the proposed district, with many of these revealing additional floors that are now considered contributing resources since they were part of the built environment and perhaps the changing landscape affected by national trends and events. Perhaps the most common dimensional trait in the proposed district and the larger North Shore area is how the buildings, especially their frontal porches and entries relate to the public street and sidewalk as part of traditional urbanism. Though not always represented in the Colonial Revival style, most porches were found to be originally wide and open in order to nurture interaction with neighbors. For the past 30 years or so, many new communities have been reverting back to this type of development standard, often referred to as a Neo-Traditionalism.

As shown in the graphic on the next page, out of 14 primary residences in the proposed historic district, eight (8) or 57% of these residences exhibit the Craftsman style, four (4) or 29% exhibit Colonial Revival, one (1) or 7% exhibit Minimal Traditional, and one (1) or 7% exhibit a Prairie
styling. It must be noted, that some residences within the proposed district appear to have been
designed using elements from more than a single style, a practice not uncommon then, and even
today. For example, a Colonial Revival basis may have been adorned with Craftsman nuances. A
Prairie may be more pure in form that separates it from a Colonial Revival description by virtue
of its entry feature, windows or columns, or other application.

Although the buildings within the proposed district exemplify numerous styles, they share an
overall consistency of scale and form. Collectively, the historic design, materials, and layout of
the proposed district culminate in an overall historic feeling. The proposed district retains some
if its historic landscape features such as orientation to the street and alleyways, frontal setbacks
and yard configurations. Significant, protected street trees are not lushly found. Augusta
brickwork establishes the texture of 10th Avenue within the proposed district, and is also found
as part of the alleyway construction. Granite curbs line the north and south sides of 10th Avenue,
while hex-block is found along most of the sidewalks that encompass the proposed district,
except for the section running along the east side of Bay Street Northeast from 10th Avenue north
to the alley.
Status as Contributing Properties to National Register-Listed North Shore Historic District

The primary residence of each of the 14 properties contained within the boundaries of the proposed local historic district is National Register listed as a contributing resource to the North Shore Historic District (8PI09640), as are the garages and garage apartments on the properties of 1001 Bay Street Northeast, and 202, 215, 216, 217, 226, 235, 242, and 255 10th Avenue Northeast. It must be noted that the National Register report does not identify addresses 202, 216, and 226 as garage apartments. Nor does it include the existing structures currently found in the proposed district. Therefore, the National Register designation lists 23 contributing resources overall for the proposed district, in comparison to the 27 overall, or 23 contributing and four (4) non-contributing for the proposed district.

The North Shore National Register Historic District was listed in 2003 for its significance in the areas of Architecture and Community Planning and Development under Criterion A, “The property is associated with events that have made a significant contribution to the broad patterns of our history,” and Criterion C, “The property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction.” While a property or district’s listing in the National and St. Petersburg Registers are the result of separate processes and provide distinct recognition and protection measures, their eligibility evaluations follow parallel sets of criteria. In the case of the proposed 200 Block of 10th Avenue Northeast Local Historic District, its status as a relatively small collection of houses within a fairly definable area that can be construed to have definable characteristics within the much larger North Shore National Register Historic District warrants consideration when evaluating its local eligibility.

Since development of the North Shore area began at its southern boundary of 5th Avenue North and spread northward, St. Petersburg as a whole had already experienced an earlier land boom, but continued to expand outward as part of a second major construction boom, when both residences and neighborhood businesses had been locating within the larger North Shore area. The plat for the area, shown below as filed on April 18, 1910, includes the entirety of the proposed district outlined in red. According to the designation report, the parcels within the proposed district were developed with buildings and structures between 1915 and 1936. While higher style houses began to cluster near the North Shore waterfront after the First World War, others were built for and by the less wealthy, many arriving from out-of-state. In fact, many of the homes were originally lived in only part time during the cold Northern winters, though some did purchase them as year-round homes.

At the time of its listing, the North Shore National Register Historic District was found to have a total of 2,975 contributing buildings, including single-family and multi-family residential buildings, detached garages and garage apartments, and a small number of commercial buildings.\(^8\)

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\(^8\) Hoffman and Shiver, section 7 – page 1.
Roughly a decade before the North Shore National Register Historic District was designated as such, an architectural survey of North Shore, Roser Park, and a portion of Round Lake was conducted by Historic Property Associates, Inc. In addition to recommending the creation of what is now the North Shore National Register Historic District, the resulting report additionally identified a number of buildings within each of the three neighborhoods it covered that could be eligible for individual nomination to the National Register of Historic Places. A total of 32 resources in the North Shore neighborhood were identified as having sufficient significance to warrant consideration of individual listing in the National Register. None of those 32 properties, are located within the proposed 200 Block of 10th Avenue Northeast District. The results of the 1994 report, along with numerous other surveys that have been conducted throughout the City, were used in the 2016 draft compilation of the City of St. Petersburg’s List of Eligible Properties, which is used as a reference by Staff but has not been formally adopted by the Community Planning & Preservation Commission.

Smaller historic districts as proposed are not uncommon when considering local landmarking, even when considering subsections of those already-established such as the North Shore National Register Historic District. However, additional listing in the St. Petersburg Register of

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Historic Places as a local district affords unique protections to its particular set of contributing resources that might not otherwise be afforded under the National Register standards alone. The National Trust for Historic Preservation recognizes the importance and validity of using rear property lines as district edges that encompass a single street in order to preserve the character of the development that faces each other along it.\textsuperscript{10} In fact, there is already a precedent for a single-block local historic district in St. Petersburg that is also contained within a National Register district. Lang’s Bungalow Court Local Historic District, which lies within the boundaries of the Downtown St. Petersburg National Register Historic District (designated 2004), was granted local historic designation in 2014 in order to preserve its unique architectural and planned character.

Although it is part of a larger district, the proposed 200 Block of 10\textsuperscript{th} Avenue Northeast Historic District demonstrates a sufficient degree of integrity for its architectural forms and styling, and its retention of historic landscape elements – such as brick streets and granite curbs. Therefore, given the cohesive and intact nature of its resources, Staff finds the 200 Block of 10\textsuperscript{th} Avenue Northeast section of the North Shore historic district to be worthy of designation as a local district in addition to its status as a portion of the much larger National Register historic district.

\section*{STAFF FINDINGS}

Staff finds that the 200 Block of 10\textsuperscript{th} Avenue Northeast Historic District, as delineated herein, eligible for inclusion as a local historic district in the St. Petersburg Register of Historic Places. In St. Petersburg, such eligibility is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that the residences within the boundaries of the proposed district were constructed between 1915 and 1936, or between 102 and 81 years prior to this designation proposal, surpassing the minimum required age of 50, and representing an older set of properties previously determined as a local historic district within St. Petersburg. The period of significance for the proposed district is, therefore 1915 through 1936, where historical context is rich and important to St. Petersburg, as found in local historic designation Criteria A, C, E, F, and G.

This Staff determination is in contrast to the submitted designation report, which did not include Criterion C, and included Criteria D and H. In these instances, Staff feels that Criterion C should be included since the overall North Shore area is closely associated with C. Perry Snell. Staff does not feel that Criterion D should be included, since there is no clear linkage between an individual builder or architect for the proposed district as a whole. While well-known local architect Archie G. Parish is listed as the primary designer for the Minimal Traditional residence located at 255 10\textsuperscript{th} Avenue Northeast, his contribution represents only one of the 14 individual primary residences, and the least included architectural styling of the proposed district. As a Minimal Traditional design that has been somewhat altered, it does not clearly stand out as exceptional among the other buildings. Parish’s contribution to the contributing status of the resource is certainly favorable to the individual building. Regarding Criterion H, Staff has determined that its

inclusion is also unnecessary, since a single block entity does not establish a definition as a clearly united neighborhood based on its architecture alone, and where Criterion G is preferable in that it is a more clearly definable area.

Under the second test, Staff finds that all of the seven factors of integrity are met for the district as a whole, though integrity for the primary residence at 235 10th Avenue Northeast does not meet the recognized standards for a contributing property due to its heavily altered condition. The determination for non-contributing status is derived from the St. Petersburg Design Guidelines for Historic Properties and the U.S. Secretary of the Interior's Standards that cite the following as not recommended for individual buildings within historic districts:

1. Designing a new addition so that its size and scale in relationship to the historic building are out of proportion, thus diminishing the historic character;
2. Attaching a new addition so that the character-defining features of the historic building are obscured, damaged, or destroyed;
3. Using the same wall plane, roof line. Cornice height, materials, siding lap or window type to make additions appear to be part of the historic building;
4. Replacing historic multi-paned sash with new thermal sash utilizing false muntins;
5. Removing or radically changing entrances and porches which are important in defining the overall historic character of the building.

The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Roads, alleys, sidewalks, and other landscape features are assumed to be contributing to the proposed district overall, but are not counted as historic resources since they are protected by City Code. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. It must be noted that two small sheds, one located at 215 10th Avenue Northeast and the other at 915 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing. A further breakdown reveals that eight (8) primary residential buildings are contributing, while one (1) is non-contributing; eight (8) garage apartments are contributing, one (1) detached garage is contributing and one (1) is non-contributing. There is also one (1) structure that is contributing. Regarding the Prairie style primary residence that is non-contributing, it is located at 235 10th Avenue Northeast, as shaded in gray in the graphic below, and shown in Appendix B, is determined by Staff to be non-contributing due to: 1) the large, out-of-scale addition added to its west elevation which alters the historic dimensions, form, and symmetry of the original building design; 2) the matching rooflines between the historic and the new that do not support differentiation: 3) its frontal enclosed porch; and 4) the terminated driveway along 10th Avenue that departs from historic development patterns. For this particular building, all of these combine to create an obvious adverse impact to the building's form, profile, and street appearance.
Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine (9) criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine (9) criteria are based off of the National Park Service’s criteria for placement in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed 200 Block of 10th Avenue Northeast Historic District, nomination documentation suggests that the property satisfies five (5) of the St. Petersburg Register criteria as follows.

| Is at least one of the following criteria for eligibility met? |
|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H | I |
| Y | N | Y | N | Y | Y | Y | N | N |

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

The proposed 200 Block of 10th Avenue Northeast Historic District is significant under Criterion A in the area of Community Planning and Development. It lies within the larger North Shore neighborhood, which was platted by the Snell and Hamlett Real Estate Company beginning in 1909. North Shore was eventually developed by a number of speculative builders and individual property owners, primarily between the 1920s and the 1940s. All 14 properties within the proposed district, however, were developed between 1915 and 1936, with later alterations becoming historically significant in their own right. This date range includes the “land boom” years representing a time of enormous growth for St. Petersburg. The North Shore neighborhood, in particular, was marketed as the growing young city’s premier residential section. The high caliber of the neighborhood remains visible throughout the proposed district, most notable from the neatly-gridded vitrified brick streets with granite curbs, to the carefully-spaced houses. Placed on narrow but deep lots with vehicular access limited to alley-facing garages, the parcels within the proposed district reflect a design intended to promote order in the early years of the personally-owned automobile.

Further, the mixture of architectural styles found within the proposed district is reflective of the imagination and individuality that marked the higher end “land boom” architecture of the mid-1920s, even during times of incredibly rapid construction. Of the 14 primary houses, eight (8) or 57% of the primary buildings exhibit the Craftsman style, four (4) or 29% exhibit Colonial Revival, one (1) or 7% exhibit Minimal Traditional, and one (1) or 7% exhibit a Prairie styling (non-contributing).

C) It is identified with a person who significantly contributed to the development of the City, state, or nation;

The Snell and Hamlett subdivision recorded as the Bayview Addition is closely associated with C. Perry Snell, an early residential developer of the City, who began platting large, undeveloped sections of the city in 1909, including the Bayview Addition in 1910. Snell also developed the
Granada Terrace subdivision, which is a local historic landmark district, Snell Isle, and the Snell Arcade, one of St. Petersburg’s primary individual local landmark buildings.

E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

All of the primary residences and some outbuildings have sufficient integrity that reveals higher quality architecture and craftsmanship, typical of the North Shore Historic District in general. The proposed historic district, in its entirety, reads as historic in character based on its architecture and the placement of homes along its street, as well as, their relationships to the rear alleyways that are very characteristic of the St. Petersburg development pattern and traditional developments found throughout the United States during the 1920s and 1930s.

F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

As referenced above and by the application paperwork, numerous academic styles are found within the proposed district. These include Craftsman, Colonial Revival, Prairie, and Minimal Traditional, each of which experienced great popularity during the period of significance of 1915 through 1936. The clear differentiation between the individual properties within the proposed district, even those constructed by the same builders, further highlights the desire of early buyers to stand out among the crowd in this premier neighborhood.

and

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;

The proposed district boundary represents a concise delineation that identifies a definable set of east/west and north/south limits that run from street to street and alleyway to alleyway. Thusly, there is no apparent irregularity or extended reach of boundary lines to include or exclude properties. While it is difficult to identify the single block proposed here as a distinct neighborhood, its conciseness certainly represents a geography that is united in its orientation to the street and/or the rear alley systems. The proposed district contains not only its historic architecture, but also the landscape elements which help to define this boundary and unite its resources. While the proposed district is made up of a section of the larger North Shore National Register Historic District, property owners’ continued commitment to the preservation of its historic fabric and appearance, combined with its fine representation of multiple and eclectic themes and styles that are present throughout the neighborhood as a whole, merit the heightened level of protection afforded by listing in the St. Petersburg Register of Historic Places. The proposed district includes all buildings, structures, roads, alleys, sidewalks, and other landscape features within the delineated boundary, which extends to any centerline of a street and alleys, as applicable to the district. Within the boundary, there are 14 properties (parcels) containing 25 historic resources with 23 determined to be contributing to the proposed district, and two (2) determined to be non-contributing. It must be noted that two small sheds, one
located at 215 10th Avenue Northeast and the other at 916 Oak Street Northeast are not counted as historic resources and are thusly deemed non-contributing.

Historic Integrity
Per St. Petersburg’s Code of Ordinances’ Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5, seven factors of integrity shall be considered once an individual resource or district is determined to meet one or more of the criteria for historic significance. However, because of their subjective nature, integrity of feeling and association, without meeting at least one other factor, are insufficient for designation. As shown below, the proposed district, overall meets all seven factors of integrity.

<table>
<thead>
<tr>
<th>Is at least one of the following factors of integrity met?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

Location
No buildings have been relocated within the proposed district.

Design
Despite an expected degree of alterations to individual residences, and except for the primary residence located at 235 10th Avenue Northeast, the intended designs of the buildings within the proposed district remain clearly visible.

Setting
The proposed district is located within the North Shore National Register Historic District, a residential area which remains among St. Petersburg’s most historic and celebrated areas.

Materials and Workmanship
Maintenance, alterations, and additions to the properties have introduced some new materials and methods into the proposed district’s overall historic fabric. This is to be expected over time, and, in many cases, is necessary for a group of historic residences to remain useful as needs change. Overall, however, the proposed district’s materials and workmanship have been maintained and are clearly visible, further conveying the resources’ status as significant.

Feeling and Association
The proposed district successfully conveys its historic nature as a community of single-family residences dating to the Florida “land boom” of the 1920s.

Character-Defining Features
The character-defining features of a historic district are those elements that shall be retained in order for its historic significance to continue to be conveyed. In the case of a district containing multiple architectural styles, as is the case with the proposed 200 Block of 10th Avenue Northeast Historic District, care should be taken in order to respect each resource's individual historic style
as identified in this report, using the methods outlined for specific architectural elements in St. Petersburg’s Design Guidelines for Historic Properties.

In addition to the architectural significance of each property, the proposed 200 Block of 10th Avenue Northeast Historic District gains additional significance from those elements that unite its resources, including:

- Consistent front setbacks;
- Overall consistency of scale with buildings of one- to two-stories in height, and medium-pitched hipped, gabled, or flat roofs;
- Overall consistency and proportion of form, and of fenestration and openings that include generous modes of transparency and voids;
- Vehicular access to properties generally limited to rear, with the absence of a prominent automobile orientation, detached and offset garage buildings, accessible via alleyways (except for 235 10th Avenue Northeast);
- Historic street and alleyways, and in part, its sidewalk materials, including vitrified brick of the streets and alley, high-profile granite curbing, and hexagonal concrete blocks.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The application for the designation of the 200 Block of 10th Avenue Northeast Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places was submitted by Diane Sheppard and Robin Reed, the former being an owner of one of the 14 parcels contained within the proposed district, and the latter providing technical assistance and being an owner within the larger North Shore National Register Historic District. Following the application’s receipt, Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed or hand-delivered to each of the 22 registered owners of the 14 properties within the proposed boundaries. A total of 14 ballots, representing all registered property owners of eight (8) parcels, were received by Staff by the close of business August 28, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, no additional ballots have been received from the owners of the remaining six (6) parcels within the proposed district. A copy of this ballot and a summary of returns is included in Appendix E.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance found in many enclaves of the city, commitment to the City’s goals as a Certified Local Government in Historic Preservation, some relief from the requirements of the Florida Building Code and flood plain regulations, and tax incentives, such as the 10-year local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning
designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

**Objective LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Policy LU10.1:** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

**Policy HP2.3:** The City shall provide technical assistance to applications for designation of historic structures and districts.

**Policy HP2.6:** Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for City-initiated landmark designations] as a guideline for Staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

**RECOMMENDATION**

Staff recommends **approval** of the application to add the 200 Block of 10th Avenue Northeast Historic District to the St. Petersburg Register of Historic Places, thereby referring the application of City Council for first and second reading and public hearing.

**REFERENCES**


City of St. Petersburg. *Property Cards*. On file, City of St. Petersburg.


*Polk's City Directories, St. Petersburg Florida.* On file, St. Petersburg Museum of History. 1925-1940.
Appendix A
Maps of Proposed District

Aerial Map

200 Block 10th Avenue NE - North Shore Historic District
Local Historic District Proposed Boundaries
File: HPC-17-90300004
Appendix B
Additional Photographs/Street Graphic (by Staff, 2017)

Brick streets, granite curbs, and hexblock sidewalks within proposed district

Context of Oak Street NE corner properties within proposed district
View of alleyway along south boundary within proposed district

View of alleyway along north boundary within proposed district
Non-contributing property at 235 10th Avenue NE, with later addition shown with red lines.

Contributing property at 202 10th Avenue NE.
Contributing garage apartment at property 202 10th Avenue NE
Appendix C
Designation Application Submitted for the St. Petersburg Register of Historic Places
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

<table>
<thead>
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<th>Snell and Hamlett's North Shore Addition</th>
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<tr>
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<td>address</td>
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2. PROPERTY OWNER(S) NAME AND ADDRESS

<table>
<thead>
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<tr>
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<td>St. Petersburg FL</td>
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<tr>
<td>phone number</td>
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</tr>
<tr>
<td></td>
<td>(h) 12345 (w) 6789 e-mail</td>
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3. NOMINATION PREPARED BY

| name/title                    | Diane Sheppard and Robin Reed           |
| organization                  | Home owners                             |
| street and number             |                                        |
| city or town                  |                                        |
| phone number                  |                                        |
|                               | (h) 12345 (w) 6789 e-mail               |
| date prepared                 |                                        |
| signature                     |                                        |

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

5. GEOGRAPHICAL DATA

| acreage of property           | More than 1 acre                        |
| property identification number | See Site Files                          |
200 Block of 10th Avenue NE
Name of Property

6. FUNCTION OR USE

<table>
<thead>
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7. DESCRIPTION

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<tr>
<td>Colonial Revival</td>
<td>Stucco</td>
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<td>Frame Vernacular</td>
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Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
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<th>Contributions previously listed on the National Register or Local Register</th>
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<td></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
200 Block of 10th Avenue NE
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

☒ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

☐ Its location is the site of a significant local, state, or national event.

☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☒ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

☒ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

☒ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

☒ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Architecture

Community Planning and Development

Period of Significance
1915-1936

Significant Dates (date constructed & altered)

Significant Person(s)

Cultural Affiliation/Historic Period

Builder

Architect

Archie Parish

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
CONTINUATION SHEET – 200 Block of 10th Avenue NE

BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary of the 200 Block of 10th Avenue NE Historic District encompasses part of Block 8 on the north side of 10th Avenue NE and part of Block 11 on the south side of 10th Avenue NE between Bay Street and Oak Street. Two of the houses face Oak Street, and one house faces Bay Street. All properties are within the Subdivision Plat of Snell & Hamlett’s Bay View Plat, recorded in Pinellas County Plat Book ?, page ?. All properties on the block are listed in the National Register of Historic Places as contributing properties to the North Shore Historic District. The block is remarkably intact; the majority of the houses are Craftsman style architecture.

PHYSICAL DESCRIPTION

The district consists of relatively flat terrain composed of well-drained sandy soil. All but three of the houses are single family. The lots on the north side range in frontage from 45’ to 75’; those on the south side are all 60’ wide. Several properties on the block have detached garages, some with living space above, bringing the total number of structures within the district to 23. Tenth Avenue bisects the district and is paved with brick, which is primarily Augusta Block. The service alleys to the north and south are also paved with brick. Sidewalks are a mixture between continuous concrete pour and hexagonal block pavers that are natural concrete and dark gray concrete in color and laid in a random pattern. Curbing is granite. Mature trees and tropical landscaping complete the block.

HOUSE DESCRIPTIONS

916 Oak Street NE
This one story wood frame house constructed in 1925 is an example of Craftsman style architecture. It has a rectangular plan and a gable roof with a gable dormer. The exterior wall fabric is board and batten siding. An entrance porch with a gable roof, square column supports, masonry piers and a knee wall extends from the façade. Other notable architectural elements include a south offset chimney, a continuous concrete block foundation, and eave brackets. The gable end contains a lovely Palladian window.

1022 Oak Street NE
This two-story wood frame house, built c.1923, is in the Craftsman style. The plan of the building is irregular and consists of a gable roof with a gable extension. The fenestration is composed of double hung sash windows with 1/1 lights. A gable-roofed entrance porch with tapered column supports and masonry piers extends from the façade. Other notable elements include a south end, exterior chimney and a continuous block foundation. Of note is the original heart pine interior flooring, casement windows on either side of the chimney, and decorative eave brackets. The building has been altered by the addition of vinyl siding and the enclosure of the front porch.
1001 Bay Street
Built c.1923, this two story Craftsman style house is wood frame construction. It has a rectangular plan and a gable roof. The exterior fabric is weatherboard. An end porch with a hip rood, truncated column supports and masonry piers runs the length of the façade. A second smaller porch faces the Bay street side of the house. Other notable architectural features include an east offset chimney and a concrete pier foundation. It also has decorative eave brackets and exposed rafter ends. The house has been altered by the enclosure of the front porch. In 1943, an addition was added to the second story of the garage. According to the Property Card, the early duplex was converted to 4 apartments in 1958 by A. R. Fiedler; it is now a single family home.

202 10th Avenue NE
This house is a two story wood frame building in the Colonial Revival style of architecture. It has a rectangular plan and a hip roof with a shed dormer. The exterior wall fabric is asbestos shingle on the second story and aluminum siding on the first story. The fenestration consists of double hung sash windows with 1/1 lights. An end porch with a hip roof, tapered column supports, masonry piers, and a knee wall runs the length of the façade. There is a second door facing the street: side of the house located under the porch roof. Additional architectural elements include an east end, exterior chimney and a poured concrete foundation.

In 1924, Virginia Heustis put a three-room addition over the garage and enclosed a second story porch with glass.

215 10th Avenue NE
This two and one-half story wood frame house is another example of Craftsman style architecture. The building has a rectangular plan and a gable roof with gable dormers. The exterior wall fabric is weatherboard. An entrance porch with a hip roof and round column supports extends from the façade. Other architectural elements included an east end, exterior chimney and a continuous concrete block foundation. In 1936, F.E. McKechnie put a one story, one-room addition on the house.

216 10th Avenue NE
This one story, 5 room Craftsman style home of wood frame construction was built in 1920 by R.W. Miller at a cost of $3,000. In 1924, a two story frame garage was constructed with a 4-room apartment above the garage. The main house has a rectangular plan and a gable roof. The exterior wall fabric is asbestos shingle, and fenestration consists of double hung sash windows with 6/1 lights. An entrance porch with a hip roof tapered column supports, and masonry piers extend from the façade. Other architectural features include a center ridge chimney, a continuous brick foundation, and decorative exposed beams and rafter ends. In 1993, the house was converted back to a single family residence.

217 10th Avenue NE
This one and a half story, seven-room wood frame Craftsman style house was built in 1920 at a cost of $4,500. The owner and contractor was E.H. Lewis. It has a rectangular plan and a gable
roof with a gable dormer. The exterior wall fabric is stucco, and the fenestration consists of double hung sash windows with 4/1 lights. An end porch is incorporated under the main roof and features tapered column supports and a knee wall. It has a south offset chimney and a poured concrete foundation. The porch was enclosed at some point in time. In 1933, a bedroom and bath were added to the house, and in 1936 servants' quarters were added above the garage by Erma Gleason.

226 10th Avenue NE
This two story wood frame, Colonial Revival style house is rectangular in shape with a hip roof and hip dormers which face north and south. The exterior walls are finished in asbestos shingle, weatherboard and cedar. The veranda runs along the front of the home with a small extension on the east side of the house. It has square columns, masonry piers, and a knee wall which runs the length of the façade. The property has most of the 9/1, and two beautiful 16/1 wood windows. The house has a continuous poured concrete foundation and decorative exposed rafter ends.

The home was built in 1915 and was owned by 2 sisters, Nellie and Minnie Mickle. Another sister, owned 216 10th Ave NE. Minnie had the original garage built in 1918 for $200. This home stayed in their family until the mid 1950's. It seems these sisters owned a supermarket on the 600 block of Central Avenue. When the house was sold to a Fred Camfield he turned it into apartments. In the early 1990s, the house was converted back to a single family home. Since that time there have been 4 homeowners including the most recent owners who purchased it in 2014.

235 10th Avenue NE
This two story wood frame house was built prior to 1925 when a permit was issued for general repairs. It is in the Prairie style of architecture. The house has a rectangular plan and a hip roof with a hip dormer. The roof material is standing seam metal. The fenestration consists of double hung sash windows with 5/1 lights which replaced jalousie windows (not original) in 1971. An end porch with a hip roof, masonry column supports and a knee wall runs the length of what was originally the entire façade of the house. It has been enclosed. A very large two story addition was recently added to the west side of the original house, almost doubling its size.

236 10th Avenue NE
This two story wood frame building exhibits the Colonial Revival style of architecture. The building has a rectangular plan and a gable roof. The exterior wall fabric is weatherboard, and the fenestration consists of double hung sash windows with 1/1 lights. A portico with a gable roof and Tuscan columns extends from the façade. The foundation is of concrete block. The property card states that the main house was constructed in 1924 by M.L. Babel, at a cost of $12,000. It contained 8 apartments, each with 4 rooms. Myrtle Babel added a one story porch. Within the year, Percy Darby constructed a three story apartment building to the rear with 12 rooms. By 1955, the complex was called the "Court Apartments". It remains a multi-family property.
241 10th Avenue NE
This 2-story wood frame house is an example of Craftsman style architecture. The plan of the building is irregular and consists of a gable roof main unit with a gable dormer and a hip extension. Decorative exposed beams and rafter ends are a distinctive feature. An end porch is incorporated under the main roof and features tapered column supports, masonry piers, a knee wall and the original Cuban floor tile. It has a north offset chimney and a poured concrete foundation. Constructed about 1923 this bungalow reflects a distinctive feature of Florida’s residential neighborhoods during the early twentieth century.

Originally a one and one-half story structure with a garage, a second-floor addition was built in the back of the house and the garage was torn down (1951). In 2015 the house underwent a major renovation that retained the historic Craftsman style both externally and internally. In 2017 a breezeway, garage and pool were added that incorporated the distinctive style components of the roof lines and porch’s tapered columns with masonry piers. The exterior surfaces also continue the historic frame and stucco finishes of the house.

242 10th Avenue NE
This two story wood frame house was built in 1926 by A.E. Lewis, at a cost of $4,500. The plan of the Craftsman style house is irregular and consists of a gable roof with rafter ends, a gable dormer and gable extension. Fenestration consists of double hung sash windows with 6/1 lights. A portico with a gable roof and Tuscan columns extends from the façade. The house has a west end exterior chimney and a concrete pier foundation.

Mrs. Lewis enlarged and enclosed an earlier rear porch with glass, and added a second story to it in 1938.

244 10th Avenue NE
This two story wood frame house was built as an apartment building in 1927, at a cost of $12,000 by Mr. J.N. Stites. It contained four, 5-room apartments. The plan of the Colonial Revival style building is rectangular and consists of a hip roof with hip dormer. An additional feature is a decorative overhang on knee braces. The exterior wall fabric is weatherboard, and the fenestration consists of double hung sash windows with 1/1 lights. There is an exterior west end chimney and a continuous brick foundation. It remains a multi-family property.

255 10th Ave NE
This one story wood frame house and garage is an example of frame Vernacular style of architecture. It has a gable roof with cross-gables and an exterior north offset chimney. According to the property card it was built in 1936 by Mr. C. B. Kinkead and his wife Margaret; the contractor for the project was Hayes, Inc. The house originally had a screened entrance porch which was glass-enclosed in 1946. The house was altered in 1979 by replacement of most of the original windows by metal windows. At that time, vinyl siding was applied to the façade and two sides of the house. The house has a back porch with square columns and Cuban tile. An interesting feature of this house is that, though it has a small backyard, maximum contact from the house with the backyard is created by 4 French doors, opening onto the back porch.
Designed by prominent architect Archie Parish, this house was featured in the book, *St. Petersburg Architecturally*. The publication was ‘presented’ as a first volume in 1939 by 10 well-known architects to showcase "recently constructed buildings . . . typical of modern trends and designs for the semi-tropical climate of St. Petersburg, the "Sunshine City," of Florida.

**SETTING**

Located within the Historic old Northeast neighborhood between Oak Street and Bay Street, the 200 Block of 10th Avenue NE is four blocks east of the busy 4th Street Corridor and five blocks north of 5th Avenue, the southern boundary of the neighborhood.

Zoning is single family with three of the properties being grandfathered to multi-family status. Until 1977, the entire neighborhood was zoned multi-family. Minor changes were made during this time until a major zoning effort for the entire city was undertaken in 2009. Remaining multi-family units were grandfathered, and many of those remain today, especially in the southern parts of the neighborhood.

The 200 Block of 10th Avenue NE has retained integrity of setting, design, materials, and workmanship. Modern alterations to the homes are minimal, and some of these changes have been returned to original configurations or materials.

Retention of hex block sidewalks, brick streets and granite curbs contribute to the integrity of the setting, as well as the tree canopy and landscaping.

**SIGNIFICANCE**

**Architecture**

(1) It has distinguishing characteristics of an architectural style valuable for the study of a period, method or construction of use of indigenous materials.

The 200 Block of 10th Avenue NE displays architectural diversity, particularly within the Craftsman style which is predominant on the block. Each of the residential structures exhibits different features of the style. All but three of the fourteen main residential structures were built in the Craftsman style with the exceptions being two Colonial Revival houses and one Frame Vernacular style house.

The house located at 226 10th Avenue NE, built in 1915, is one of the oldest in the Historic Old Northeast neighborhood. The majority of houses on the block were built in the 1920s when construction in the City was booming, and the Craftsman style of architecture very popular. The house at 255 10th Avenue NE is unique on the block in that it was designed by noted St. Petersburg architect, Archie Parish. It was featured in the book, *St. Petersburg Architecturally*. The publication was ‘presented’ as a first volume in 1939 by 10 well-known architects to
showcase "recently constructed buildings . . . typical of modern trends and designs for the semi-tropical climate of St. Petersburg, the “Sunshine City,” of Florida.

Community Planning and Development

(1) Its character is a geographically definable area possessing a significant concentration or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
(2) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.
(3) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

The 200 Block of 10th Avenue Northeast Historic District is an intact example of the typical suburban development expanding from the core of St. Petersburg in the booming 1920s. It displays a rich mix of architectural detail to suit buyers from around the country who were flocking to St. Petersburg. The homes form a definable sub-neighborhood with unifying characteristics within the larger neighborhood. Those unifying characteristics include the brick streets, hex block sidewalks, granite curbs and the leafy tree canopy.

The Old Northeast neighborhood’s diversity is considered by many to be the backbone of its popularity with new residents. An exceptional sense of community has developed not only from the diversity of architectural styles to be found on the leafy brick streets, but also from the different ages, talents, economic status, and heritage of Old Northeast’s residents. The variety of sizes and styles of houses is popular with, and appeals to, a wide variety of people.

This diversity of the housing stock within the prevailing 1920s sensibility found in the 200 Block of 10th Avenue NE is one of its greatest assets. This is clearly readable within the block with the single family homes, and apartments constructed to look more like single family homes, all located along the brick avenue that bisects the Avenue.

Architect

It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation

Archie Parish was the architect for 255 10th Avenue NE, built in 1936. Born in Minnesota, he moved to St. Petersburg in 1924. His first major commission in the City was the Downtown YMCA. His career spanned several decades during which he designed Christ United Methodist Church and the First Presbyterian Church on Beach Drive. He also worked on the Jordan Park Housing Project and additions to the St. Pete Shuffleboard Complex. Many residential buildings
in St. Petersburg can be attributed to Mr. Parish. He was a fellow of the American Institute of Architects and a president of the Florida State Board of Architects.

**HISTORICAL CONTEXT**

**Development of Historic Old Northeast**

On December 15, 1909, C. Perry Snell and James C. Hamlett formed the real estate company of Snell and Hamlet, and together began to purchase vast tracts of farmland and wilderness north of the downtown area stretching to the tip of Coffee Pot Bayou. These purchases became some of the earliest planned neighborhoods of St. Petersburg. One of the largest purchases was of the “Tinson-Tunno-Flannery Property” stretching from 9th Avenue North to Coffee Pot Bayou. At the request of the property owners, the City annexed this land in 1914. This land was divided into numerous small subdivisions, including the Bay View Subdivision which ran from 9th Avenue to 13th Avenue and from Locust Street west to 4th Street. The plat was filed on April 18, 1910 (Wells 2006, 50, 53, 54, 76).

Snell and Hamlett made many land improvements prior to selling the individual lots for development, including the Coffee Pot seawall, roads, sewers and gas lines. Snell also invested in a trolley line which ran along Locust Street to create easy access to the new subdivisions. Snell and Hamlett promoted the North Shore neighborhood as the premier residential section of St. Petersburg. Deed restrictions were placed on the properties sold requiring all homes face north or south, with the exceptions of corner lots. All homes were to cost a minimum of $5,000. Livestock was not permitted to be kept in the premises. African Americans were not permitted to live in the primary homes, though those employed by home owners could live in the accessory buildings. Individuals who purchased lots built homes of varying architectural styles, including Mediterranean, Craftsman, Prairie, Mission, Tudor, Colonial and vernacular versions of these styles.

Although a number of the houses were constructed in the teens, the majority of the land was developed in the 1920s, 30s, and 40s. Following World War II, predominantly one-story homes were built on the remaining lots. More recently, exceptionally large homes have replaced a number of homes located throughout the neighborhood, causing concern on the part of many residents.

The neighborhood grew until the boundaries included the land from Fifth Avenue North to Thirtieth Avenue North. The eastern boundary stretched from Tampa Bay north to Coffee Pot Bayou. The Fourth Street North Business District defines the western boundary. The waterfront became the site of grand homes facing the bay and a string of parkland stretching south to downtown. Throughout the rest of the neighborhood, more modest homes randomly alternate with larger ones, creating a unique blend of styles and sizes, appealing to a diverse group of homeowners.

The neighborhood’s early 20th century development pattern resulted in narrow, gridded streets
with spacious sidewalks, alleys, and deep narrow lots. The homes were built in a traditional pattern with porches and entryways to the front and garages to the rear. Although most homes are single-family, there are a number of small, high-quality early 20th century and mid-century modern apartment buildings located primarily in the southern part of the neighborhood.

Today, the neighborhood is still characterized by a diversity of architectural styles, waterfront green space, brick streets, granite curbs, hex block sidewalks and front porches. An enveloping street tree canopy reinforces the pedestrian quality of the neighborhood. Preserved waterfront parks form the eastern boundary of the neighborhood. To the west, on Fourth Street, Sunken Gardens has undergone major restoration and the business district is the site of redevelopment into a dining, retail and business corridor leading to downtown. The North Shore National Register District was created in 2003.
HOMEOWNERS AND THEIR ADDRESSES – 200 Block of 10th Avenue NE

GUCKEN, SEAN
216 OAK ST NE
ST PETERSBURG FL 33701-1921

RICHTER, DONNA
1022 OAK ST NE
ST PETERSBURG FL 33701-1923

FORD, PETER and LANI
1001 BAY ST NE
ST PETERSBURG FL 33701-1839

MASELLI, KRISTIN
202 10TH AVE NE
ST PETERSBURG FL 33701-1911

SHEPPARD, DIANE and ZOE A. WILKINSON
215 10TH AVE NE
ST PETERSBURG FL 33701-1910

ST CYR, DAVID
216 10TH AVE NE
ST PETERSBURG FL 33701-1952

LYLE, ROBYN JOHNSON
217 10TH AVE NE
ST PETERSBURG FL 33701-1910

CARLEY, MICHAEL and ANGELA
226 10TH AVE NE
ST PETERSBURG FL 33701-1911

GREENE, SCOTT M and DOMINIQUE
235 10TH AVE NE
ST PETERSBURG FL 33701-1910

A VOICE FROM A HIGH LLC
236 10TH AVE NE
ST PETERSBURG FL 33701-4620
BLANSHAN, SUE A AND BARBARA SMITH
241 10TH AVE NE
ST PETERSBURG FL 33701-1910

JONES, JAMES M JR AND CHRISTY RENEE COLLINS
242 10TH AVE NE
ST PETERSBURG FL 33701-1911

YOUNG, KATHLEEN
244 10TH AVE NE
SAINT PETERSBURG FL 33733-3402

WITBREUK, IRMA AND ALAN HEBDON
255 10TH AVE NE
ST PETERSBURG FL 33701
BIBLIOGRAPHICAL REFERENCES


City of St. Petersburg, property cards


National Park Service, United Stated Department of the Interior, National Register of Historic Places Program.


St. Petersburg Landmark Designation Application

Name of Property

916 Oak Street NE
1022 Oak Street NE
216 10th Avenue NE
255 10th Avenue NE
MAP: Block 8, lots 7 – 12, and Block 11, Lots 1 – 6
Appendix D
Public Comment

Received as of October 3, 2017

FOR:
None received

OPPOSED:

1) Kenneth Haney, 249 9th Avenue NE, does not like the idea of a local historic district (property no: within proposed historic district), via telephone September 20, 2017.

2) Kathleen Young opposes historic district designation. Owns contributing property at 244 10th Avenue NE, via telephone, September 26, 2017.
Appendix E

Ballot Initiating Application to Consider Designation and Summary of Returns

OFFICIAL BALLOT

Must be returned or postmarked on or before October 18, 2017.

I, ________________________________, owner of the property located at
____________________________________, St. Petersburg, Florida 33701:

☐ SUPPORT
☐ DO NOT SUPPORT

Initiating an application to consider designation as a local historic district. The proposed district boundary includes a portion of 10th Avenue Northeast, bound by Bay Street NE to the west and Oak Street NE to the east, as shown on reverse. A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

(Signature)  (Date)

Ballot Instructions:

Please sign and return this ballot on or before October 18, 2017. The ballot may be:

• Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
• Mailed to Official Ballot, 10th Ave. NE LHD c/o Larry Frey, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The application will be deemed complete immediately upon receipt of “support” votes representing at least eight (8) of the 14 tax parcels.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. Following return of the ballot, your position may not be changed for the purposes of meeting the minimum requirements to initiate the application.

Ballots not received or postmarked on or before October 18, 2017 will be recorded as a nonresponse and counted as a "do not support" vote.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of ten (10) days notice of a public hearing at which you may provide input regarding the potential district designation.
## Summary of Returns

<table>
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<tr>
<th>TALLY</th>
<th>OWNER</th>
<th>PROPERTY</th>
<th>BALLOT RCD</th>
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<td>RICHTER, DONNA J</td>
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<td>YOUNG, KATHLEEN</td>
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Fourteen parcels total. 8 votes of support needed to move forward.

Ballots due October 18, 2017. Sufficient votes to demonstrate support received on August 28th, 2017.
Appendix F
Timeline of Early Ownership and Alterations
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<th>Address</th>
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<th>Owner</th>
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<th>Action</th>
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<td></td>
<td></td>
<td></td>
<td>Constructed</td>
<td></td>
<td></td>
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<td>1943</td>
<td></td>
<td>GL McClintock</td>
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<td>Erect 2nd-story addn to kitchen of garage apt</td>
<td>$200</td>
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<td>1949</td>
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<td></td>
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<td>Enclose area under stair &amp; landing of garage apt</td>
<td>$60</td>
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<tr>
<td>1954</td>
<td></td>
<td></td>
<td>Also added 6&quot; steel stack in 1958</td>
<td>Add metal stack for fuel</td>
<td>$40</td>
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<td>1001 Bay St NE</td>
<td>1958</td>
<td>R Fiedler</td>
<td></td>
<td>Convert duplex to 4 apts-2 up/2 down; convert 2nd floor porch to Florida room, enlarge bath at 2nd floor</td>
<td>$6,500</td>
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<td>1959</td>
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<td></td>
<td>Erect 5x15 screen porch at rear of residence</td>
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<td>1962</td>
<td></td>
<td></td>
<td></td>
<td>Erect outside stairs &amp; reroof residence</td>
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<tr>
<td>1964</td>
<td></td>
<td>A Fiedler</td>
<td></td>
<td>Reroof</td>
<td>$500</td>
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<tr>
<td>1970</td>
<td></td>
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<td>Repair step, window screens</td>
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<tr>
<td>1980</td>
<td></td>
<td>J Hirsch</td>
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<td>Reroof garage apt w shingles</td>
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<tr>
<td>1022 Oak St NE</td>
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<td></td>
<td>Craftsman SFR</td>
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<td>1940</td>
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<td>K Geary</td>
<td></td>
<td>Reroof with fiberglass shingles</td>
<td>$2,265</td>
<td>Property Card</td>
</tr>
<tr>
<td>202 10th Ave NE</td>
<td>≤1923</td>
<td></td>
<td>Colonial Revival SFR</td>
<td>Construction</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1924</td>
<td>V. Heustis</td>
<td></td>
<td>Constr 3-room addn over garage; enclose second-story porch w/glass.</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1953</td>
<td></td>
<td></td>
<td>Request to operate hospital denied</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>215 10th Ave NE</td>
<td>≤1923</td>
<td></td>
<td>Craftsman SFR</td>
<td>Construction</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1936</td>
<td>JD Barnes</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1936</td>
<td>FE McKechnie</td>
<td></td>
<td>Erect 1-story frame addn</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>MD Bright</td>
<td></td>
<td>Screen-in front porch.</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td></td>
<td></td>
<td>Install steel fire escape</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1962</td>
<td></td>
<td></td>
<td>Reroof</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1980</td>
<td>HJ Kelley</td>
<td></td>
<td>Install 134' of 6' high wood fence with 2 gates.</td>
<td>$840</td>
<td>Property Card</td>
</tr>
<tr>
<td>216 10th Ave NE</td>
<td>1920</td>
<td>Owner RW Miller</td>
<td>Craftsman SFR</td>
<td>1-story wood frame, 26x36, 6-room residence,</td>
<td>$3,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>--------------</td>
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<td>----------------------------------------------------------------------</td>
<td>----------------</td>
<td>--------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>1924</td>
<td>WG Mickle</td>
<td>2-story, 4-room 11x20, wood frame garage</td>
<td></td>
<td>$2,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td></td>
<td>Add carport to side of garage</td>
<td></td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1957</td>
<td></td>
<td>Interior alts, sinks, bathroom, rewire, duplex</td>
<td></td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1987</td>
<td>JC &amp; T Clark</td>
<td>Replace 38 sq shingles</td>
<td></td>
<td>$4,500</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1920</td>
<td>EH Lewis Owner/Builder</td>
<td>Craftsman SFR, 2-story, 7-room wood frame bungalow</td>
<td></td>
<td>$4,500</td>
<td>Property Card</td>
</tr>
<tr>
<td>217 10th Ave NE</td>
<td>1932</td>
<td>E Gleason</td>
<td>Reroof</td>
<td></td>
<td>$400</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1933</td>
<td></td>
<td>Bedroom and bath addn</td>
<td></td>
<td>$500</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1936</td>
<td></td>
<td>Add servant’s quarters over garage</td>
<td></td>
<td>$500</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1955</td>
<td>JC Dowling</td>
<td>Reroof</td>
<td></td>
<td>$110</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1984</td>
<td>P Eggeman</td>
<td>Reroof 28 sq shingle</td>
<td></td>
<td>$1,900</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1984</td>
<td>BJ &amp; A Meggeman</td>
<td>Remodel kitchen</td>
<td></td>
<td>$5,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1915</td>
<td>M Mickle</td>
<td>Colonial Revival SFR, 2-story wood frame residence, 8 rooms</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>226 10th Ave NE</td>
<td>1918</td>
<td></td>
<td>Garage at 10x16</td>
<td></td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1929</td>
<td></td>
<td>Alterations</td>
<td></td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1937</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Owner</td>
<td>Year</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
<td></td>
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<tr>
<td>---------</td>
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<td>------------------------------------------------------------------------</td>
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<td>--------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N Mickle</td>
<td>1945</td>
<td>Denied, approved to constr. 20x20 catport &amp; to extend garage 4 ft.</td>
<td></td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F Canfield</td>
<td>1946</td>
<td>Demo garage behind ext., replace with 20x20 carport, alter/repair 1 floor of garage/apt</td>
<td>$3,000</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1959</td>
<td>Reroof w/ roof roll</td>
<td>$150</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1961</td>
<td>Repair front porch roof</td>
<td>$100</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1962</td>
<td>Erect carport &amp; add deck over porch to garage apt.</td>
<td>$1,200</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1963</td>
<td>Reroof garage apt</td>
<td>$200</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IE Draper</td>
<td>1964</td>
<td>Reroof garage apt</td>
<td>$585</td>
<td>Property Card</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1970</td>
<td>Shingle over existing roof on garage apt</td>
<td>$750</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1982</td>
<td>Remove roofing to deck and replace with 3 ply fiberglass</td>
<td>$700</td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Owner</td>
<td>Year</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td></td>
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<tr>
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<td>--------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>235 10th Ave NE</td>
<td>ML Babel</td>
<td>1924</td>
<td>Colonial Revival SFR</td>
<td>2-story frame apartment w/16 rooms and 8 apartments at 6652</td>
<td>$12,000</td>
<td></td>
</tr>
<tr>
<td>236 10th Ave NE</td>
<td>PW Darby</td>
<td>1924</td>
<td>Conflicts with above</td>
<td>3-story apt bldg. w/12 rooms</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>241 10th Ave NE</td>
<td>G Blair</td>
<td>1954</td>
<td></td>
<td>1-story frame garage apt</td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td>242 10th Ave NE</td>
<td>AE Lewis</td>
<td>1926</td>
<td></td>
<td>14 legal dwelling units (8 in front and 6 in rear)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------</td>
<td>-----------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>--------</td>
<td>-------------------</td>
</tr>
<tr>
<td>1936</td>
<td></td>
<td></td>
<td>Enclose porch with glass</td>
<td>$175</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1938</td>
<td></td>
<td></td>
<td>Enlarge rear porch &amp; 2nd-story bathroom</td>
<td>$300</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1940</td>
<td>V Lewis</td>
<td></td>
<td>Install asbestos siding on upper half</td>
<td>$390</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1945</td>
<td>H Mala</td>
<td></td>
<td>Interior als incl cabinet sink &amp; gas stove</td>
<td>$200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1949</td>
<td>EM Burns</td>
<td></td>
<td>Also granted to convert garage stalls into apt at 2 rooms w/ bath at cost of $1,500</td>
<td>Enclose porch &amp; convert to 1-room &amp; bath plus sink</td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>1956</td>
<td>R Burns</td>
<td></td>
<td>Add steel fire escape</td>
<td>$500</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1959</td>
<td></td>
<td></td>
<td>Reroof</td>
<td>$500</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1982</td>
<td></td>
<td></td>
<td>Partial reroof w/ roll roofing</td>
<td>$1,400</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1993</td>
<td></td>
<td></td>
<td>Determined 8 dwelling units on site; 4 were abandoned; Det 7 legal dwelling units remain</td>
<td>$12,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>244 10th Ave NE (254)</td>
<td></td>
<td>JN Stites</td>
<td>2-story wood frame apt bldg; 20 rooms w/ 4 apts</td>
<td>$12,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1935</td>
<td></td>
<td></td>
<td>Install boiler/fue</td>
<td>$100</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1936</td>
<td></td>
<td></td>
<td>Reroof residence</td>
<td>$150</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1938</td>
<td>HM Harshaw</td>
<td></td>
<td>Tile basement, change plumbing,</td>
<td>$1,040</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-------------</td>
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<td>----------------------------</td>
<td>-----------------------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C Nanz</td>
<td></td>
<td>Reroof half of residence</td>
<td>$100</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H Harshaw</td>
<td>Conflicts with above</td>
<td>Reroof apt</td>
<td>$1,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Holt</td>
<td></td>
<td>Install AC</td>
<td>$328</td>
<td>Property Card</td>
</tr>
<tr>
<td>255 10th Ave NE</td>
<td>1936</td>
<td>MP Kinkead</td>
<td>Archie G Parish design</td>
<td>1-story frame residence</td>
<td>$5,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Min Trad SFR</td>
<td>&amp; garage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1946</td>
<td></td>
<td></td>
<td>Addn to glass-in porch</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1948</td>
<td></td>
<td></td>
<td>Add 3' to existing screen</td>
<td>$150</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>porch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>CB Kinkead</td>
<td>Replace wood</td>
<td></td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>carport w/ metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1958</td>
<td></td>
<td>Erect 10x14 screen porch</td>
<td></td>
<td>$775</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>on slab.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1976</td>
<td>L Litzman</td>
<td>Repair fire damage to</td>
<td></td>
<td>$6,500</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>kitchen.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

Staff Report
Certificate of Appropriateness (COA) Request to the Community Planning and Preservation Commission

For Public Hearing and Executive Action on October 10, 2017 beginning at 2:00 p.m. in Council Chambers of City Hall, 175 Fifth Street North, St. Petersburg, Florida.

According to Planning and Economic Development Department records, Sharon Winters and Jeff Wolf reside or have places of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of this item.

![Image of a house](image)

<table>
<thead>
<tr>
<th>CPPC Case Number:</th>
<th>17-90200031</th>
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<tbody>
<tr>
<td>Address:</td>
<td>736 18th Avenue Northeast</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>Snell &amp; Hamlett’s North Shore Addition Revised Replat Block 68, West 54 Feet of Lot 3</td>
</tr>
<tr>
<td>Parcel ID Number:</td>
<td>17-31-17-83221-068-0030</td>
</tr>
<tr>
<td>Designation Status:</td>
<td>Locally designated as contributing property to North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District; National Register listed as contributing property to North Shore National Register Historic District</td>
</tr>
<tr>
<td>Applicant:</td>
<td>Richard McGinniss</td>
</tr>
<tr>
<td>Request:</td>
<td>Approval of a Certificate of Appropriateness for the demolition of a contributing property to a local historic district</td>
</tr>
</tbody>
</table>
Background

The two-story Colonial Revival residence and detached garage at 736 18th Avenue Northeast ("the subject property") were constructed circa 1923 and later listed as contributing structures in the North Shore National Register Historic District (2003) and the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District (2017). An application for total demolition of the subject property was filed by property owner Richard McGinniss ("the applicant") on July 19, 2017. The application (Appendix A) includes a narrative statement of the necessity of demolition, as well as documentation of the subject property’s extend value, feasibility of rehabilitation, and conditions in the form of a Report of Building Visual Inspection from Terracon Consultants, Inc. (Appendix A – Exhibit A), a Property Inspection Report from Britannia Building Consultants, Inc. (Appendix A – Exhibit B), a 2015 Building Summary Report from 3D Home Inspections (Appendix A – Exhibit C), a Builder/Inspection Letter from Pro Touch Contracting Services, LLC (Appendix A – Exhibit D), A Wildlife and Animal Service Agreement from Trutech, LLC (Appendix A – Exhibit E), an Inspection Report from Ranger Termite and Pest Control, Inc. (Appendix A – Exhibit F), and an Appraisal Report (Appendix A – Exhibit K). Additionally included in with the application were a Settlement Statement (Appendix A – Exhibit H), a Promissory Note (Appendix A – Exhibit I), and several letters in support of the demolition. (Appendix A – Exhibits G and L). Although a full evaluation of the new construction proposed to replace the subject property is not part of this application, a rendering and description of the applicant’s plans are included in Appendix A – Exhibits M and N. Tax Roll Details for the subject property are included as Appendix B. As of the writing of this report, City staff has received one letter of opposition to the application and a packet containing emails of support from the owners of six of the nine other properties within the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District (Appendix E).

History and Significance

North Shore National Register Historic District

The North Shore area of St. Petersburg was platted and developed by the Snell & Hamlett Real Estate Company beginning in the 1910s. Construction began in the area’s southernmost section, which lies just north of St. Petersburg’s downtown business section, and gradually spread north in the direction of the subject property. Snell sought to promote his subdivisions as beautiful, exclusive, and prestigious through the addition of lush landscaping, neatly-gridded streets, and deed restrictions dictating the orientation and minimum cost of homes to be built therein, animals that could be kept, and sadly, even the race of residents.

The North Shore National Register Historic District, which stretches roughly from Fifth Avenue North to 30th Avenue North and Tampa Bay to Fourth Street North, was listed in 2003 for its significance in the areas of Architecture and Community Planning and Development under Criterion A, "The property is associated with events that have made a significant contribution to the broad patterns of our history," and Criterion C, "The property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction." The subject property was evaluated as part of the nomination process and listed as a contributing property to the district.
North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District

In addition to its National Register status as a contributing resource to the North Shore district, the subject property is additionally located within a smaller local historic district. In late 2016, residents of the block surrounding and containing the subject property began the process of seeking the heightened degree of protection and stabilization that is afforded to local historic districts but not provided to districts listed in the National Register of Historic Places. Following a ballot process which demonstrated the support of the majority of property owners, the Community Planning and Preservation Commission, and later the City Council, voted in favor of the local district’s creation at a series of public hearings. It should be noted that the applicant was a registered opponent at the City Council hearing pertaining to this designation.

At the time of the evaluation herein, the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District, shown at left, is St. Petersburg’s newest local historic district, having been designated by City Council on March 16, 2017 (City File HPC 16-90300008/Ordinance 104-FL). The district comprises ten residential properties, each of which was determined to be contributing to the district’s architectural and historic significance. Single family residences of the American Foursquare, Colonial Revival, Mediterranean Revival, Mission, and Frame Vernacular styles can be found in the district.

The North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District was found to satisfy the criteria for local historic district eligibility as established by Section 16.30.070.2.5 of City Code based on its significance in the areas of Architecture and Community Planning and Development, with a Period of Significance spanning from 1923 to 1956. This designation was determined to be consistent with the City’s Comprehensive Plan, relating to the protection, use, and adaptive reuse of historic buildings.

Architectural Significance of the Subject Property

Although the subject property is the only example of the Colonial Revival style within the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District, its style and form are consistent with the architectural character of the North Shore National Register Historic District, which provides the basis for the 700 Block’s significance. According to the National Register nomination documentation,

The North Shore Historic District largely retains the architectural character of its development from the 1910s through the 1940s. The architectural styles reflect the trends and tastes of the first half of the twentieth century; consequently, the elaborate Victorian and Romantic styles of the late nineteenth century are not present in the district. The district possesses a high concentration of Frame Vernacular and bungalows. It also contains other notable buildings constructed in a number of architectural styles, including Frame Vernacular, Masonry Vernacular, Colonial Revival, Mediterranean Revival, Prairie, Tudor Revival, Minimal Traditional, Ranch, Mission, Classical Revival, Art Moderne, Renaissance...
Revival, Mission, and Monterey….The majority of the buildings in the district maintain good to excellent integrity. Some buildings were constructed prior to 1920 and others date from the 1930s and 1940s, but the bulk of the buildings were constructed in the Land Boom years of the 1920s. Because of the overall architectural and contextual cohesiveness of the district and retention of historic features such as the hexagonal sidewalk pavers, granite curbstones, and landscaping, the North Shore Historic District is distinguishable from other neighborhoods within St. Petersburg.¹

According to the survey work completed as part of the National Register nomination in 2003, 171, or 10% of the 1,648 contributing properties to the North Shore National Register Historic District exhibit the Colonial Revival or Dutch Colonial Revival style.² While the Mediterranean Revival and Craftsman styles are generally most closely associated with the architectural stock that resulted from Florida’s rapid early twentieth century growth, the Colonial Revival style’s national popularity did not sidestep the Sunshine State. Colonial Revival architecture was first promoted alongside the patriotism surrounding the Philadelphia’s 1876 Centennial festivities and cemented itself as part of the American residential architectural vocabulary in the following decades. The style was seen to be representative of security, stability, and of pride in American virtues.³

As with other architectural revival styles, the level of design and the degree to which Colonial Revival houses demonstrate historical accuracy varied widely. While the style could be expressed in many forms, that of the two-story house with a side-gabled or hipped roof and overall rectangular plan, sometimes with projecting wings at the side and rear elevations, is perhaps the most iconic. While houses constructed in this form tended to have more dramatic, exaggerated details such as porticos, windows, and door surrounds at the turn of the twentieth century, similar homes with simplified details began appearing in the 1910s and remained popular for decades. Even into the Depression Era and years of post-World War II development, examples of the side-gabled Colonial Revival house with details that offered simple nods of recognition to their colonial roots were being constructed.⁴

An informal survey conducted by staff suggests that the side-gabled or hipped, two-story form is prevalent among Colonial Revival residences in the North Shore National Register Historic District. A number of examples feature a single one-story side wing, a common variant of the side-gabled subtype of the Colonial Revival style.⁵ These examples, several of which are shown below, were constructed throughout the latter three decades North Shore district’s period of significance of 1910 through 1940. There is a fair amount of diversity of elements such as window placement and configuration, the presence of dormers, side wings, and porticos. The properties exhibit a variety of alterations including the application of non-

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¹ National Register of Historic Places, North Shore Historic District, St. Petersburg, Pinellas County, Florida, National Register No. 8909640.
² The North Shore district’s nomination form lists 3,220 contributing and 559 non-contributing structures. However, these figures include accessory structures, such as detached garage buildings, which typically do not conform to an architectural style. For this reason, the total number of parcels recorded as contributing was obtained from GIS data to more accurately represent the ratio of primary residences displaying the Colonial Revival style.
⁵ Ibid, 323.
historic siding, porch enclosure, and window replacement. Nonetheless, each of these houses has been determined to be contributing to the North Shore National Register Historic District.

![Colonial Revival Contributing Resources within North Shore National Register Historic District](image)

135 13th Avenue Northeast, constructed 1925

145 14th Avenue Northeast, constructed 1934

316 Eighth Avenue Northeast, constructed 1940

606 15th Avenue Northeast, constructed 1948

The subject property does differ somewhat from common local examples of the style, most notably due to the lack of strict symmetry in its primary front massing. However, the building possesses and retains sufficient integrity to allow it to contribute to the overall significance of the North Shore district at the National Register level, and the North Shore Section – 700 Block of 18th Avenue Northeast at the local level. The subject property’s simplicity of form with its primarily rectilinear footprint, articulated side wing, and rear cross-gable visibly connect it to the Colonial Revival style that is part of the North Shore National Register Historic District’s historic significance.

As shown below, the residences immediately surrounding the subject property have maintained fairly consistent setbacks on either side of the street, with the exception of the house at 715 18th Avenue Northeast, which was initially intended for use as the garage apartment for a residence which was never ultimately constructed. Several of the properties have been expanded with rear additions; the properties at the southwest and northeast corners, which both sit on double parcels, have been expanded with side
additions. As noted above, each has been determined to be a contributing resource to both the North Shore National Register Historic District and the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District.

The North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District, as shown on the 1951 Sanborn Fire Insurance Map of St. Petersburg

Modern view of the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District, via the Pinellas County Property Appraiser’s Office

**Alterations**

The subject property has doubtlessly been affected by a number of alterations. According to property records, a bedroom was added to the residence in 1959. Based on the dimensions given and field observations, it appears that this addition is the upper story of the wing projecting from the east elevation of the subject property, which was shown in the 1951 Sanborn Fire Insurance Map at right to be one story in height. A more significant alteration was undertaken in 1975-1976, when a family room addition was constructed in the location of a rear porch and a swimming pool and deck were added. The extant vinyl siding may also have been added at that time. A screen pool enclosure was constructed in 1985. Windows have additionally been replaced, and the entrance appears to have been altered.

The subject property’s site was altered prior to 1962 through the construction of a driveway moving south from 18th Avenue Northeast and running adjacent to the west elevation toward the rear, detached

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6 Property Card for 736 18th Avenue Northeast. On file, City of St. Petersburg.
7 ibid.
garage at the southwest corner of the parcel. This is the only such “front facing” driveway within the North Shore Section – 700 Block of 18th Avenue Local Historic District and detracts somewhat from the district’s overall pedestrian orientation. The intended flow of this driveway has been interrupted by the relocation of the air conditioner compressor to the subject property’s west side, making it impossible for cars to pass into the rear yard.

![Subject property, facing southwest](image)

**Review of Application for Certificate of Appropriateness**

The following evaluation considers CPPC Case 17-90200031, a request for a Certificate of Appropriateness to demolish the contributing historic structure at 736 18th Avenue Northeast. As a contributing property to a designated local historic district, the evaluation of alterations, additions, and demolitions to the subject property is required by City Code Section 16.30.0070.2.6 through the process of Certificate of Appropriateness (COA) approval. In approving or denying COA requests, the CPPC shall use the criteria below as set forth by City Code. These criteria are based on the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Each criterion is followed by a staff evaluation of the request as it applies to these criteria, based upon the documentation provided by the applicant and additional study of the subject property. Although some information has been provided regarding the applicant’s plans for new construction, should this request for demolition be approved, the request evaluated herein is for demolition, and the condition, significance, and feasibility of rehabilitating the subject property is therefore the primary concern of this evaluation.

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8 Florida Department of Transportation, Aerial, 1962.
General Criteria for Granting Certificates of Appropriateness

1. The effect of the proposed work on the local landmark;

The proposed work involves full demolition of a contributing property to the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District. The result, regardless of the quality of new construction, would be a change from ten out of the ten properties within the local historic district contributing to its significance to nine of ten.

2. The relationship between such work and other structures on the property or, if within a historic district, other property in the historic district;

The proposed demolition will involve complete removal of the residence and detached garage, the only buildings at the subject property. Adjacent buildings will not be directly affected.

3. The extent to which the historic, architectural or archaeological significance, architectural style, design, arrangement, texture, and materials of the local landmark or the property will be affected;

The subject property is one of ten within the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District. All ten of the district’s properties have been determined to be contributing to its historic significance; none are non-contributing. The proposed demolition, regardless of the contextual design of new construction that may eventually replace the property, would result in the creation of a non-contributing parcel within the district.

Non-contributing properties do exist within the majority of St. Petersburg’s locally and National Register-designated historic districts. The proposed demolition and resulting creation of a non-contributing property within the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District would not negate the district’s overall historic significance or eligibility for the local or National Register. It would, however, remove some degree of integrity.

According to St. Petersburg’s Code of Ordinances, Section 16.30.070.2.5.D.1, Criterion G, a resource may be determined eligible for the St. Petersburg Register of Historic Places if

“its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures unite in past events or aesthetically by plan or physical development.”

The ratio of contributing to non-contributing properties necessary to be considered a “significant concentration” is not a firm number established by either National Register criteria or by local code, but the unbroken fabric of historic, contributing properties within this particular district is certainly an element of the resource with value worth being considered by the Commission in the course of their review of this request.

4. Whether the denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of the property;

In the COA application and attached narrative included in Appendix A of this report, the applicant states that “no other feasible alternative to demolition can be found, there is no reasonable beneficial use of the property and the Applicant cannot receive a reasonable return.” A discussion of the usefulness of the extant structure is found below.
5. Whether the plans may be reasonably carried out by the applicant;
No evidence has been provided to date indicating that either the cost of demolition or of repair would present any major obstacles for the applicant/owner.

6. A COA for a noncontributing structure in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district;
This criterion for appropriateness is not applicable to the application.

7. Approval of a COA shall include any conditions necessary to mitigate or eliminate the negative impacts.
The applicant’s ultimate goal is to construct a new residence. While this criterion is not applicable at this time, new construction required CPPC approval under a COA. The COA for new construction can be accomplished through an extension of the COA herein, or through a new application.

Additional Guidelines for Demolition

1. The purpose and intent of these additional requirements is to determine that no other feasible alternative to demolition of the local landmark can be found.
The subject property could, conceivably, be fully rehabilitated, however, the practicability of such a rehabilitation and the resulting livability of the home is a primary concern raised by the application narratives. Exhibit D of the application (Appendix A), a letter of inspection and Scope of Work from Pro Touch Contracting Services, LLC, cites an estimated cost of $575,000 for the rehabilitation of the subject property. Requests for the demolition of properties within local historic districts have been rare and have tended to include extenuating circumstances, as discussed below in Staff Recommendations.

2. No COA for demolition shall be issued by the CPPC until the applicant has demonstrated that there is no reasonable beneficial use of the property or the applicant cannot receive a reasonable return on a commercial or income-producing property. The CPPC may solicit expert testimony and should request that the applicant furnish such additional information believed to be necessary and relevant in the determination of whether there is a reasonable beneficial use or a reasonable return. The information to be submitted by a property owner should include, but not be limited to, the following information:
   a. A report from a licensed architect or engineer who shall have demonstrated experience in structural rehabilitation concerning the structural soundness of the building and its suitability for rehabilitation including an estimated cost to rehabilitate the property.
See Exhibit A of the application attached in Appendix A. The report provided by Terracon Consultants, Inc. details a significant amount of structural sagging and deterioration, concluding that “the appropriate course of action is to replace the structure due to the extensive repairs required.”
b. A report from a qualified architect, real estate professional, or developer, with demonstrated experience in rehabilitation, or the owner as to the economic feasibility of rehabilitation or reuse of the property. The report should explore various alternative uses for the property and include, but not be limited to, the following information:

i. The amount paid for the property, date of purchase, remaining mortgage amount (including other existing liens) and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

This information is included in Appendix A – Exhibit I. According to Pinellas County Property Appraiser information, the applicant purchased the subject property in 2015 for $390,000 (Appendix C). The applicant has indicated that approximately $30,000 of “superficial, cosmetic improvements” have been made to the property.

ii. The most recent assessed value of the property.

Per Pinellas County Property Appraiser information (Appendix C), the 2017 assessed value of the property is $496,805.

iii. Photographs of the property and description of its condition.

Photographs are included in the evaluations provided in Appendix A – Exhibits A, B, C, and K.

iv. Annual debt service or mortgage payment.

See Appendix A – Exhibit I.

v. Real estate property taxes for the current year and the previous two years.

This information was provided and is included as Appendix B of this report.

vi. An appraisal of the property conducted within the last two years. The City may hire an appraiser to evaluate any appraisals. All appraisals shall include the professional credentials of the appraiser.

An appraisal is included in Appendix A – Exhibit K.

vii. Estimated market value of the property in its current condition; estimated market value after completion of the proposed demolition; and estimated market value after rehabilitation of the existing local landmark for continued use.

The Appraisal included in Appendix A – Exhibit K cites the subject property’s estimated current value as $450,000. The comparable properties noted in the appraisal are valued at $480,000, $392,000, and $495,000. Information regarding the estimated market value after demolition has not been provided. The value of the rehabilitated house has been estimated at $700,000.
viii. Evidence of attempts to sell or rent the property, including the price asked within the last two years and any offers received.

Information on attempts to sell the property has not been provided.

ix. Cost of rehabilitation for various use alternatives. Provide specific examples of the infeasibility of rehabilitation or alternative uses which could earn a reasonable return for the property.

A Scope of Work provided by Pro Touch Contracting Services, LLC (Appendix A – Exhibit D) estimates the cost of rehabilitation as $575,000. This estimate was evaluated by the City Building Official Rick E. Dunn, who offered the following evaluation (Appendix D):

"...my conclusion related to the cost of improvement and the minimum value of repairs to comply with the FBS-Existing would include raising the entire structure at least 2 feet, constructing new footings/piers, reconstruction of most of the foundation system and floor system as well as various wall, siding, roof structure systems. Additionally, the electrical, plumbing and HVAC systems would be require to comply with applicable codes. The estimates in the application reports appear to be accurate and fair. Most of the reported deficiencies would need to be addressed during the required repairs.”

x. If the property is income-producing, submit the annual gross income from the property for the previous two years as well as annual cash flow before and after debt service and expenses, itemized operating and maintenance expenses for the previous two years, and depreciation deduction and projected five-year cash flow after rehabilitation.

The subject property currently appears to be owner-occupied, though the applicant mentioned its recent use as a rental during a site visit. No information has been provided.

xi. If the property is not income-producing, projections of the annual gross income which could be obtained from the property in its current condition.

This information was not provided.

xii. Evidence that the building can or cannot be relocated.

Since the subject property’s significance is derived primarily from its contribution to a local historic district, relocation would not be appropriate.

c. The CPPC may request that the applicant provide additional information to be used in making the determinations of reasonable beneficial use and reasonable return.

d. If the applicant does not provide the requested information, the applicant shall submit a statement to the CPPC detailing the reasons why the requested information was not provided.
3. The CPPC may ask interested individuals and organizations for assistance in seeking an alternative to demolition.

4. The CPPC shall review the evidence provided and shall determine whether the property can be put to a reasonable beneficial use or the applicant can receive a reasonable return without the approval of the demolition application. The applicant has the burden of proving that there is no reasonable beneficial use of the property or that the owner cannot receive a reasonable return. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the CPPC shall deny the demolition application except as provided below.

5. The CPPC may condition any demolition approval upon the receipt of plans and building permits for any new structure and submission of evidence of financing in order to ensure that the site does not remain vacant after demolition.

6. The CPPC may grant a COA for demolition even though the local landmark, or property within a local historic district has reasonable beneficial use or receives a reasonable return if:
   a. The CPPC determines that the property no longer contributes to a local historic district or no longer has significance as a historic, architectural or archaeological local landmark; or
   b. The CPPC determines that the demolition of the designated property is necessary to achieve the purposes of a community redevelopment plan or the Comprehensive Plan.

7. The CPPC may, at the owner's expense, require the recording of the property for archival purposes prior to demolition. The recording may include, but shall not be limited to, video recording, photographic documentation with negatives and measured architectural drawings.

Staff Analysis and Recommendations for Commission Discussion.

Strictly applying the City of St. Petersburg's Historic and Archaeological Preservation Ordinance's Requirements for Demolition (City Code Section 16.30.070.2.6), staff recommendation must be based upon an evaluation of whether or not a feasible alternative to demolition can be found. Since there are presently no outstanding Codes Enforcement issues with the subject property, it has been recently rented, and is presently occupied, the property's continued use and rehabilitation appear feasible. Staff, therefore, recommends denial of COA 17-90200031. There are, however, a number of broader issues surrounding this application that warrant discussion as part of the Commission's decision on this matter.

The intent of the City's Historic Preservation Ordinance is, in many ways, designed to encourage the continuous preservation, rehabilitation, and reuse of the city's designated historic resources so that the need for their demolition is minimized. In reality, of course, numerous factors prevent the practicability of the indefinite preservation of all properties. With resident interest in the creation of local historic districts having increased in recent months and the number of resources designated as contributing properties to local historic districts potentially continuing to grow in the near future, the application herein presents an excellent opportunity for a discussion regarding the extent to which the Commission would like to see factors such as cost and remaining integrity taken into account in the analysis of "feasible alternatives" to demolition.
Further, should the Commission decide to approve this request, staff recommends that the COA be approved on the condition that a Certificate of Appropriateness for new construction be approved and a complete set of drawings for a building permit be submitted before the demolition permit be granted.

**Previous CPPC Decisions Regarding Demolition of Designated Local Historic Landmarks**

At present, there is little precedent for the request for demolition of historic resources that unquestionably require significant and costly rehabilitations, but nonetheless remain in use and owner-occupied. Recent examples have included the full demolition of the duplex at 335 Lang Court (HPC 16-90200044), a contributing structure to the Lang Court Local Historic District and the Downtown St. Petersburg National Register Historic District, the demolition of which had been initiated by the City of St. Petersburg’s Building Department after years of dereliction. This property had been officially condemned by the Building Official, an action which supersedes Certificate of Appropriateness determinations per City Code. Approval of this demolition was, therefore, essential for the preservation of public safety; the primary question before the Commission in this case was whether an attempt to save a portion of the historic building should be made, or if total demolition with the condition of a Certificate of Appropriateness being required for its replacement were more appropriate. Approval of the demolition was recommended by staff. Total demolition was approved by the Community Planning and Preservation Commission with conditions pertaining to the new construction that will ultimately be built at the site.

Also within both the Lang Court Local Historic District and the Downtown St. Petersburg National Register Historic District, the demolition of a detached garage at the property of 852 Fourth Avenue North was requested in 2014 as part of COA 14-90200035. The ancillary building’s demolition was recommended by staff and approved by Commission in light of a parcel split resulting from the need of a neighboring women’s shelter to meet parking requirements. In this case, the demolition of the detached garage was a negotiated agreement in order to protect the main house, which had initially been part of the proposed demolition. Allowing the removal of the garage was necessary for the preservation of the house it once served, which ultimately protected the district as a whole from the diminished integrity that would have occurred should a contributing, corner property (serving to define the entry to the district) have been lost.

These two cases have essentially involved the question of whether it was feasible and appropriate for buildings to be returned to their historic uses in spite of the necessity of their demolition to fulfill other needs of the City, namely public safety and parking requirements. The subject property, however, has remained in use as a single family residence and is habitable despite the need for some amount of rehabilitation.

**Impact of the Subject Property’s Integrity and Style on CPPC Determination**

Concerns surrounding the appropriateness of its demolition include the extent to which subject property’s current state of integrity and level of style should be considered in evaluating the application. Exhibits G and L of the application (Appendix A), letters from Donald Cooper, AIA, LEED AP and Joe Toph, suggest that the subject property’s non-historic alterations and lack of a front porch or Mediterranean-inspired grandeur should have resulted in its listing as a non-contributing property to the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District. As discussed above, however, evaluations preceding the local district’s creation have considered both the subject property and other, similar properties to be contributing resources to the larger North Shore National Register Historic District.
These letters bring up the question of whether a contributing but altered property within a historic district is less-deserving of preservation than a fully intact property. It is not uncommon for alterations performed after construction but before a district’s historic designation to be seen as “unsympathetic” when viewed through the lens of preservation and COA review procedures. In many cases, programs such as the Rehabilitation Ad Valorem Tax Exemption can be used to “undo” the changes that have been made over time by well-meaning owners and bring historic properties to a state which more thoughtfully acknowledges their original appearances. When faced with the cost of a complete rehabilitation, however, costs can remain prohibitive despite available programs.

A second issue at the root of the statements included in the application is the question of whether high-style, academic examples of historic architecture within historic districts warrant a higher degree of protection than more vernacular or banal properties. The subject property, with its absence of typical Colonial Revival formality caused by a slight asymmetry of fenestration, does unarguably lack an amount of grandeur when compared to some of its more elaborately domed and detailed neighbors. As the housing stock of age to be considered historic begins to include examples of Minimal Traditional and Mid-Century Modern styles, this will remain an incredibly relevant question. Early preservation efforts, both nationally and locally, tended to focus on the most pristine and spectacular examples of historic architectural styles available, but recent decades have brought an expanding view of the ways in which vernacular interpretations of style can be relevant and significant within the context of community development.

Impact of Cost on CPPC Determination

The application provides documentation that states that the estimated cost to rehabilitate the property will be $575,000, resulting in a property valued at about $700,000. Information provided indicates that the purchase price was $390,000 and that approximately $30,000 has been paid toward cosmetic improvements, meaning that the rehabilitation would result in a loss of $295,000. Because there have not been similar applications under current Code, the Commission’s discussion as to the point at which the requirement to rehabilitate, rather than tear down and rebuild, within local historic districts will help guide future staff recommendations.

References


Appendix A

COA 17-90200031 – Application
CITY OF ST. PETERSBURG

JUL 19 2017

PLANNING & ECONOMIC DEVELOPMENT

CERTIFICATE OF APPROPRIATENESS

Application No. __________________________

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg’s Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

NAME of APPLICANT (Property Owner): Richard McGinniss
Street Address: 2250 Central Avenue
City, State, Zip: St. Petersburg, FL 33712-1257
Telephone No: 727.674.5623
Email Address: richard@modemtampabayhomes.com

NAME of AGENT or REPRESENTATIVE: R. Donald Mastry
Street Address: 200 Central Avenue, #1630
City, State, Zip: St. Petersburg, FL 33701
Telephone No: 727.824.6140
Email Address: dmastry@trenam.com

PROPERTY INFORMATION:
Street Address: 736 18th Avenue, NE
Parcel ID or Tract Number: 17-31-17-83221-068-0030
General Location: On the north side of the 700 block of 18th Avenue, NE, Historic District

Designation Number: __________________________

AUTHORIZED

City staff and the designated Commission will visit the subject property during review of the requested COA. Any code violations on the property that are noted during the inspections will be referred to the city’s Codes Compliance Assistance Department.

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application represents an accurate description of the proposed work. The applicant certifies that the project described in this application, as detailed by the plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. Further, the applicant agrees to conform to all conditions of approval. It is understood that approval of this application by the Commission in no way constitutes approval of a building permit or other required City permit approvals. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.
2) To accept an agent’s signature, a notarized letter of authorization from the property owner must accompany the application.

Signature of Owner / Agent: __________________________
Date: __________________________

Richard McGinniss

UPDATED 09-12-2012
CERTIFICATE OF APPROPRIATENESS

NARRATIVE (PAGE 1 OF 2)

All applications must provide justification for the requested COA based on the criteria set forth in the Historic and Archaeological Preservation Overlay (City Code Section 16.30.070). These criteria are based upon the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties (available online at www.nps.gov/history/hps/tps/standards_guidelines.htm). Please type or print clearly. Illegible responses will not be accepted. Please use additional sheets of paper if necessary.

GENERAL INFORMATION

Property Address: 736 18th Avenue, NE, St. Petersburg, FL

COA Case No:

Type of Request

☐ Alteration of building/structure
☐ New Construction
☐ Relocation
☐ Demolition
☐ Alteration of archaeological site
☐ Site Work

Proposed Use

☐ Single-family residence
☐ Multi-family residence
☐ Restaurant
☐ Hotel/Motel
☐ Office
☐ Commercial
☐ Other

Estimated Cost of Work:

WRITTEN DESCRIPTION OF PROPOSED WORK

Explain what changes will be made to the following architectural elements and how the changes will be accomplished. Please provide a detailed brochure or samples of new materials.

1. Structural System

   SEE ATTACHED NARRATIVE.

2. Roof and Roofing System
NARRATIVE

Re: Certificate of Appropriateness to Demolish the Building at 736 18th Avenue NE, Pursuant to 16.30.070.2.6.H

This is a request for a permit to demolish the residence located at 736 18th Avenue NE which is located in the recently created one block historic district known as the “700 Block of 18th Avenue Northeast Historic District” and to replace it with a new home. This narrative follows the additional requirements for demolition set forth in Section 16.30.070.2.6.H of the City’s Land Development Regulations and demonstrates no other feasible alternative to demolition can be found, there is no reasonable beneficial use of the property and the Applicant cannot receive a reasonable return. The Applicant is submitting the following reports of experts with this request that support the Applicant’s request as Exhibits “A” through “N.”

Terracon Consultants, Inc. (Exhibit “A”)

Britannia Building Consultants (Exhibit “B”)

3D Home Inspections (Exhibit “C”)

Pro Touch Contracting Services, LLC (Exhibit “D”)

Trutech-Pest, Wildlife & Animal Removal Specialists (Exhibit “E”)

Ranger Termite & Pest Control, Inc. (Exhibit “F”)

Cooper Johnson Smith Architects & Town Planners (Exhibit “G”)

Settlement Statement, Promissory Note and Mortgage relative to the Purchase of 736 18th Avenue NE (Exhibit “H”)

Promissory Note and Mortgage Encumbering the House (Exhibit “I”)

Confirmation of Payment of Real Estate Taxes for years 2013 through 2016 (Exhibit “J”)

1
Attached are the reports of Terracon Consultants, Inc., Britannia Building Consultants, Pro Touch Contracting Services, LLC, Donald S. Cooper, AIA of Cooper Johnson Smith Architects and Town Planners, and Joe Toph, AIA.

**TERRACON**

Terracon has inspected the house at 736 18th Avenue NE and the report of Terracon, which is attached as Exhibit “A” sets forth the following findings:

**Exterior Observations.**

1. The roof is sagging at many locations.
2. The roofing shingles have reached the end of their useful life.
3. There are deteriorated brick foundations at many locations and at the end of its useful life.
4. There is damaged floor framing at many locations.
5. There is no insulation or vapor barrier under the flooring.
6. The wood decking at the patio is deteriorated.
7. Two of the aluminum posts supporting the patio roof have inadequate anchorage.
8. One of the aluminum post supporting the patio roof has no foundation support.
9. There are unsealed penetrations in the siding allowing moisture intrusion.
10. Sealant is missing at locations where the siding abuts other materials allowing moisture intrusion.

11. Sealant around window and door openings have deteriorated allowing moisture intrusion.

12. Some window frames have deteriorated.

13. The 1st floor is failing and is in direct ground contact.

**Interior Observations.**

1. The floor in the living room area is sagging about ½” in 5 feet.

2. The floor in the kitchen is sagging.

3. The fireplace hearthstone is cracked.

4. There are numerous cracks in the finishes indicating movement of the walls and floors.

5. The roof rafters are not connected at the ridge.

6. The roof rafters don’t have any tie-down straps.

7. There is some damaged roof sheathing.

**Borescope Observations.**

We utilized a borescope to examine areas of concern noted during our inspection. Access holes were provided in the flooring and walls at selected locations. We were able to observe deterioration of the floor framing and floor sheathing. Additionally, the floor framing is about an inch above the grade at some locations where the floor is sagging in the living room and kitchen.

**Exterior.**

1. Replace roof framing (required by code).
2. Replace the aged roofing shingles.
3. Repair or replace the brick foundations as needed (total replacement is most likely).
4. Replace the damaged floor framing.
5. Install insulation and a vapor barrier under the 1st floor sheathing.
6. Replace the wood deck at the patio.
7. The aluminum posts need adequate anchoring installed.
8. The aluminum post needs an adequate footing installed.
9. Replace the wood sheathing behind the siding that has water damaged by the moisture intrusion.
10. Replace the sealant around the doors and windows.
11. Remove and replace the damaged window frames.

**Interior.**
1. Replace the sagging floor framing.
2. Replace the cracked hearthstone.
3. The roof-framing members need to have connectors added to meet the current wind load requirements.
4. Replace the damaged roof sheathing.
5. Total roof replacement.

The Florida Building Code 5th Edition (2014) Existing Building (FBCEB) defines the proposed repair and replacement work as Alteration Level 3 as defined in Section 505. Section 505 requires the modified structure must meet the requirements of Section 907. Section 907 requires the modified structure shall meet the wind loading requirements of the Florida Building Code 5th Edition (2014) Building. The strengthening of the existing structure, windows, doors and
roofing to meet the current wind loading requirements will require rebuilding or replacing most of the residence.

In order to make the recommended repairs and strengthen the existing residence to meet the FBCEB requirements, will necessitate removal of the 1st floor flooring, the interior or exterior wall sheathing, roof shingles and some roof framing.

Recommendation.

In our professional opinion, based upon the above findings and conclusions, the appropriate course of action is to replace the structure.

BRITANNIA BUILDING CONSULTANTS.

Britannia Building Consultants has inspected the house at 736 18th Avenue NE and its report is attached as Exhibit “B.” The following is a summary of the structural findings by Britannia Building Consultants:

1. Rear east corner of the breakfast area behind the kitchen seems to have settled significantly indicating possible failure of the floor system. This area was too close to the ground to access from the underside and will need to be further investigated by either removing the floors or excavating and rebuilding the floor system appropriately.

2. The crawl space was able to be partially entered but only under a highly limited area due to extremely low clearance under the house. Of what could be seen, the bulk of the structure is extremely close or even in contact with the ground. Large areas of the rear of the home, particularly
the central beams under the stairwell area, were found to be directly in contact with the dirt. For this reason, I was unable to fully access the entire crawlspace. This is particularly troubling as the areas that seem to be particularly buried in the ground are the same areas where the more significant settlement has occurred to the structure. It may be necessary to remove the flooring from the interior of the home to be able to fully access and evaluate the structure under the house.

3. Unfortunately, the majority of the structure support on the home could not be viewed but the few that were able to be seen under the front entry area were found to be in poor condition with heavily deteriorated bricks and mortar and show evidence of having been crudely shimmed over the years. I suspect supports under other areas of the home are in equal or worse condition based on being so deeply buried in the ground.

4. The rear addition behind the kitchen appears to have been very poorly integrated with the original house structure and it appears that there are at least two wall systems that lack any type of proper structural support where original foundation may have been removed. This area could not be accessed due to the close proximity to the ground but should be further investigated.

5. Quite heavy deterioration and erosion was observed at much of the brick foundation stem wall and perimeter supports. This type of non-glazed brick is generally inferior and is at the end of its useful structural lifespan. While the majority of the brick foundation could not be inspected, based on the areas that could be seen, I strongly suspect significant work will be needed to the foundation stem wall overall.

6. Although the windows have been replaced and are clad with metal on the exterior, water intrusion inside of the metal window wrap has caused
significant decay in many locations. I also strongly suspect that concealed
damage is present in many more areas that could be detected which will
necessitate the replacement of the windows.

7. All of the roof intersections are open and poorly sealed and will allow
water behind siding.

8. Numerous miscellaneous wall penetrations and installations were crudely
installed at the time of initial installation of the siding and run the risk of
water intrusion. Significant improvements are needed at this time.

9. Significant undulation in the roofline was observed. This was seen both at
the ridge as well as at the gable overhangs. This is a result of the upper
level front and rear walls spreading apart and pulling the rafters open at the
ridge causing the sag. Correcting this condition to ensure stability of the
roof system will most likely involve pulling the upper level walls back to
plum and heavily reframing the roof system. Consult an engineer
regarding this level of necessary work and structural modification.

10. Attic space was found to be substantially soiled as a result of long term
heavy rodent infestation. Almost all of the insulation has been completely
matted down due to urine and feces. Significant waste material was noted
throughout the attic space accompanied by a very strong odor. Also,
rodents have damaged the air conditioning ducting and infiltrated. This is
a potentially unhealthy condition and needs to be mitigated by fully
sanitizing the attic and replacing all affected materials.

11. Rafters were unfortunately never reinforced with colored ties or a ridge
beam at the time of initial construction. Over the years, lateral forces have
caused the upper level walls to spread apart slightly and have started to
pull the roof framing with it causing the very noticeable unevenness in the
roof line. The rafters are starting to pull apart at the ridge and need to be
addressed. To properly mitigate this condition and restore appropriate geometry to the roof line, I strongly suspect that the upper level walls of the home will need to be pulled plum and the roof framing corrected. This may cause incidental damage to the roof framing, anticipate the need for substantial reframing repairs.

12. Condition of the fire shelf inside the chimney was going to be very poor and shows evidence of a significant settlement crack. The chimney is not safe to use in its current state and should be evaluated by a specialist at this time. Anticipate significant improvements will be needed.

13. The water heater is crudely installed on the exterior of the home with little protection from the elements and is suffering as a result. This water heater should be relocated and installed with any proper weatherproof housing.

3D HOME INSPECTIONS

3D Home Inspections has inspected the house at 736 18th Avenue NE and its report which is attached as Exhibit “C.” confirms the findings of the other professionals that have inspected the house.

PRO TOUCH CONTRACTING SERVICES, LLC

Pro Touch Contracting Services, LLC inspected the house at 736 18th Avenue NE to determine the work that needed to be done and the estimated cost to restore the structure. The report of Pro Touch Contracting Services, LLC is attached as Exhibit “D.” The following is a summary of the findings made by Pro Touch:
The home has experienced many decades of neglect and is in very poor condition with all mechanical, electrical systems and most structural systems requiring replacement.

We understand, from discussions with the building department, that certain codes are relaxed for historical structures, including the 50% rule and flood elevation requirements, but other code requirements stand, such as:

- Failing roof structure requires 100% replacement removal and replacement of rafters.
- Installation of “go bolts” or other mechanism that connects foundation to roof structures.
- Removing ductwork and electrical systems from below flood.

In addition to these code requirements, other fundamental structural failures need to be addressed including the following:

- Replacement of foundation.
- Restoration and replacement of the majority of the first floor structure.

This is what is known. We can only speculate on “unknown” conditions but can expect other structural deficiencies from water and/or pest damage. In sum, the restoration of this project and virtual replacement in place of 50% of the structure and 100% of the finishes and has been estimated accordingly.

Scope of work includes the following:
DEMOLITION.

1. Selectively remove all existing, vinyl siding including second original layer of siding and removal of all miscellaneous connectors, etc., for preparation of new siding.
2. Remove all existing windows.
3. Remove existing wall sheathing as required to install new hurricane straps.
4. Remove roofing including removal of (2) layers of asphalt shingles and underlayment.
5. Pool deck will require demolition to allow for failed sewer connection replacement.
6. Existing garage will require removal to allow for foundation work and new garage placement will be required due to non-conforming set-backs. The cost of a new garage is not included in this estimate.
7. Removal all existing drywall to access for installation of electrical, plumbing and insulating. Remove rotted and/or compromised studs. Remove all existing, failing ductwork.
8. Demolish flooring on first floor to access framing and remove rotted floor system components for second floor. Remove aged and failing galvanized piping and electrical wiring throughout the interior and crawl space.

STRUCTURAL.

1. Foundation work will consist of shoring up areas selected to elevate structure and installation of new stem wall.
2. Floor system will need to be engineered and rebuilt for support.
3. Tie beams to be reconnected and reinforced with specialized hangars as interior framing will be replaced as needed where studs have failed or are compromised.
4. Install hardware as needed to frame new area(s) to code. Remove sheathing throughout.

RESTORATION.

1. Exterior restoration to include installing new rafters with rafter tails including dead wood and soffit paneling.
2. Install new siding and house wrap.
3. Install new roof entirely including sheathing as required, underlayment and shingles.
4. New PGT impact windows to be installed per code.
5. New exterior doors to be impact rated, including a front entry architectural quality door.
6. The existing interior stair case will require restoration and replacement of failing treads and balusters.
7. New mechanical system will be needed to include new duct design with energy calculations. Insulation will be installed as needed to bring structure to code.
8. Drywall replacement will be required throughout.
9. Wood floors will require total replacement of first floor and restoration in other areas.
10. Interior trim and doors will need to be restored by sanding and refinishing where possible. Custom made replacement will be necessary for selective pieces due to settlement.
11. Electrical work will require rewiring throughout home to bring wiring to code.
12. Cabinetry for both kitchen and vanities will be installed with new quartz countertops.

13. Miscellaneous needs for interior finishing include replacement or restoration of all interior door hardware, replacement of all switch/receptacle plates, new quartz countertops for all replaced cabinetry.

14. New plumbing fixtures including bath tub(s), new appliances, new paint and adequate testing for any mold/mildew and/or termite intrusion.

Pro Touch estimates the cost to restore the structure is $575,000 based on facts presently known and the cost to restore would exceed the cost to replace the structure.

TRUTECH PEST, WILDLIFE & ANIMAL REMOVAL SPECIALISTS

The report of Trutech Pest, Wildlife & Animal Removal Specialists attached as Exhibit "F" is evidence the structure is infested with rats.

RANGER TERMITE & PEST CONTROL, INC.

The report of Ranger Termite & Pest Control, Inc. attached as Exhibit "F" states there is visible evidence of damage by subterranean termites and dry wood termites.
DONALD COOPER, AIA

Donald Cooper, AIA, a nationally known architect experienced in and expert in historical and traditional architecture and community design and his report is attached as Exhibit “G” and it states:

The subject home is a wood frame structure built in the 1920’s that has suffered from decades of neglect and has systemic deficiencies that require total replacement to meet building codes. These include:

1. Electrical system
2. Mechanical system
3. Plumbing system
4. Roofing
5. Roof sheathing and structure
6. Foundation replacement and raising 1st floor approximately 3’-0” to meet both flood requirements as well as providing interstitial space from ductwork (none is available in 1st floor system so must remain below grade).

Other items requiring repair and/or major reconstruction include:

1. Stairway
2. Egress requirements (windows in front bedrooms would have to be reconfigured).
3. Exterior sheathing would have to be removed to provide connectors to the new roof system to the new foundation.
The above represent the work that is known with any renovation and particularly one that has so many issues, there are multiple other unknowns and risks.

2.b.i. The Applicant purchased this home on April 10, 2015 for $400,895.05 as indicated by the Settlement Statement attached as Exhibit "H." At the time of purchase, a mortgage in the amount of $385,000 in favor of US AmeriBank was placed on the property (a copy of which is attached as Exhibit "I") and the mortgage has a present balance of $190,000. The home was purchased from Mary Ann Pittman, Individually and as Successor Trustee of the Robert T. Pittman Trust and the Applicant and the Seller did not have any relationship other than as Buyer and Seller and the Seller did not provide Buyer any financing.

2.b.ii The most recent assessed value of the property made by the Pinellas County Property Appraiser is $489,521 with land being valued at $430,920.

2.b.iii Attached to the reports of Terracon and Britannia Building consultants are numerous photographs of the structure.

2.b.iv The annual mortgage payments are $33,293.64 for 2-1/2 years with a balloon payment of $359,720.29 due April 10, 2018 (copies attached as Exhibit "I"); however, Applicant recently made a payment to reduce the balance to $190,000.

2.b.v The real estate property taxes for 2015 were $9,046.25 as indicated by Exhibit "J" and for the previous two years.
2.b.vi  Attached as Exhibit “K” is an appraisal dated April 11, 2017, prepared by Valbridge Property Advisors – Entreken Assoc., Inc., an appraisal company on the City’s approved list of appraisers. The Valbridge appraisal concludes the value of the house and property at 736 18th Avenue NE is $480,000.

If the house is renovated at a cost of $575,000, Valridge estimates the value of the renovated house and property to be $700,000.

2.b.vii  The Applicant paid $400,895.05 for the purchase and settlement charges as indicated by the Settlement Statement attached as Exhibit “H” and the Applicant has spent an additional $20,000 on the house since purchasing it for a total cost of $420,895.00. If the Applicant demolishes the house and builds the house he intends to build for a cost of $650,000, the new house and property would have a cost of $1,070,895 ($420,895 + $650,000) with an estimated fair market value of $1,200,000.

If the Applicant restored the house at the estimated cost of $575,000, the total cost of the property and restoration would be $995,895 ($420,895 + $575,000) and the Valbridge appraisal values the restored house at a value of $700,000 which would result in a loss of $295,895 ($995,895 - $700,000).

2.b.viii  The Applicant has not made any attempts to sell the property. The property was rented for 18 months at a rent of $3,500 per month but the tenants vacated the property. The property is not presently producing any income nor can it be rented in its current condition since many issues with the property that
were previously unknown including termite infestation and failing plumbing systems.

2.b.ix Cost to rehabilitate: $575,000

1. Report of Pro Touch Contracting Services, LLC states the estimated cost to restore the structure would be $575,000 and that amount is higher than the cost to build the same house new.

2. Terracon inspected the property and detailed the work needed to restore the structure and made the following recommendation:

    "In our professional opinion, based on the above findings and conclusions, the appropriate course of action is to replace the structure."

Please read the reports of Pro Touch, Terracon and Britannia Building Consultants which clearly support the conclusion it is not feasible to restore the structure. There are no alternative uses of this house other than as a residence and no alternative use of this residence that would earn a reasonable return for the residence.

2.b.x The property is not presently income producing and is not expected to be.

2.b.xi Not applicable.

2.b.xii The building is not in a condition to be relocated. The report of Britannia at page 4 states the roof rafters are pulling apart at the ridge of the roof
and the upper level walls need to be pulled back to plum. There is no way to relocate a building in the condition of this building.

The Applicant is willing to condition demolition approval upon the receipt of plans and building permits for a new structure and submission of evidence of financing in order to ensure that the site does not remain vacant after demolition.

6. The Commission may grant a COA for demolition even if the property is within a local historic district and has reasonable beneficial use or receives a reasonable return if the Commission determines that the property no longer contributes to a local historic district or no longer has significance as a historic or architectural local landmark.

Attached as Exhibit "G" is the professional opinion of Donald Cooper of Cooper Johnson Smith Architects & Town Planner which concludes this house is not a contributing structure to the neighborhood by stating:

"Architecturally this house is not a contributing structure to the historic neighborhood. If there were stylistic features to the original house they have been stripped off. The house is clad in vinyl siding which has hastened its deterioration. It has been given a flat 60's era front door surround that pales in comparison to the gracious entry porches of the neighborhood. The window placement is odd for a front façade. None of the house appears to be original; the setbacks are either non-compliant and/or inconsistent with its neighbors and it has the only front loaded garage to my knowledge in Old North East that has alley access."
"We are proposing a new home that speaks the architectural language of the neighborhood. While there are diverse styles in this historic district, they share character drawn from historic precedent. Our street façade incorporates a simple picturesque silhouette with gracious garden terrace entrance, finely proportioned window lites, operable shutters and inviting gate to the interior courtyard. It will conform to the civilizing urban pattern of garage entrances from the alley."

"In summary, the amount of work required to bring this building up to code and reasonable building standards would result in an extraordinary expense and the resulting structure would still not fit with the neighborhood."

Attached as Exhibit "L" is the professional opinion of architect Joe Toph, AIA, which includes this house, does not contribute to the local historic district nor does it have any significance as a local historical architectural landmark.

Since this house does contribute to the local historic district and does not have any significance as a historic landmark, the Commission should permit the house to be demolished pursuant to Section 16.30.070.6.a of the Land Development Regulations.
PROPOSED NEW HOME.

Attached as Exhibit “M” is a rendering and site plan for the house the Applicant would like to build at 736 18th Avenue NE. The proposed home certainly fits into the neighborhood far better than the present house at 736 18th Avenue NE. The proposed house will solve the current inconsistencies of scale, setbacks and its relationship to 18th Avenue. Although the Applicant has built some contemporary and modern homes, most of his work has been in historical preservation projects. In the six homes he has resided in, five were historical preservation projects.

CONCLUSION

The house at 736 18th Avenue NE has been inspected by professionals in the fields of construction, pest control, appraisal and architecture.

The construction professionals point out that there are major construction problems with the house. The major problems are the roof which is parting at the ridge, the outside walls of the house are no longer vertical due to the parting of the roof, the first floor of the house is touching the ground, the foundation piers need to be replaced, the entire electrical system needs to be replaced, the entire plumbing system needs to be replaced, the floors are not level, the ductwork is under the house and on the ground, the entire vinyl exterior needs to be removed and replaced in addition to the other issues raised by the professionals.

The cost to renovate the house is estimated to be $575,000 and when the cost to renovate is added to the cost expended on the house and the cost
to purchase the house totaling $420,895, you end up with a total cost of $995,895. The appraisers estimate the value of the renovated house to be $700,000, resulting in a loss of $295,895. It does not make any economic sense to renovate this house. There is no reasonable beneficial use of this house. The house has no income and it cannot be rented due to its condition and deficiencies, therefore the Applicant cannot receive a reasonable return.

The reports of the architects who each have experience in rehabilitation have stated it is not economically feasible to rehabilitate or reuse the house.

Section 16.30.070.2.6.H.6 provides the Commission may grant a COA for demolition even though the property within a local historic district has a reasonable beneficial use or receives a reasonable return if the Commission determines that the property no longer contributes to a local historic district or no longer has significance as a historic or architecture local landmark. The architect reports submitted with this application expressly state this house does not contribute to the local historic district, therefore, the COA for demolition should be granted.

The Applicant has a long track record of working historic groups and building in historic districts as can be seen from the information attached as Exhibit "N."
June 21, 2017

Modern Tampa Bay Homes
2250 Central Ave
St. Petersburg, FL 33712

Attention: Mr. Richard J. McGinniss
Phone: (727) 820-1480
Email: richard@moderntampabayhomes.com

Re: Report of Building Visual Inspection
736 18th Avenue NE
St. Petersburg, FL 33704
Terracon Project No. F9176101.1

Dear Mr. McGinniss:

Terracon Consultants, Inc. (Terracon) is pleased to submit our report for consulting engineering services for the project referenced above. Our services were performed in accordance with Terracon Proposal No. PF9176101R1, dated April 20, 2017, and authorized by you.

1.0 PROJECT INFORMATION

This report was prepared based upon our visual observations during site visits on May 2, 4 and 5 of this year. According to the Pinellas County Property Appraiser’s website the house was built in 1925, the pool and pool deck was constructed in 1955 and the roofing shingles were replaced in 1998. The construction is wood frame supported on brick piers.

The following documents were provided for our review prior to our inspection:

- 3D Home Inspections report dated January 5, 2015.

2.0 ASSESSMENT FINDINGS

2.1 Exterior Observations

We noted the following on the exterior of the structure:

1. The roof is sagging at many locations.
2. The roofing shingles have reached the end of their useful life.
3. There are deteriorated brick foundations at many locations.
4. There is damaged floor framing at many locations (some in contact with the soil).
5. There is no insulation or vapor barrier under the flooring.
6. The wood decking at the patio is deteriorated.
7. Two of the aluminum posts supporting the patio roof have inadequate anchorage.
8. One of the aluminum posts supporting the patio roof has no foundation support.
9. There are unsealed penetrations in the siding allowing moisture intrusion.
10. Sealant is missing at locations where the siding abuts other materials allowing moisture intrusion.
11. Sealant around window and door openings have deteriorated allowing moisture intrusion.
12. Some window frames have deteriorated.

2.2 Interior Observations

We noted the following on the interior of the structure:
1. The floor in the living room area is sagging about ½" in 5 feet.
2. The floor in the kitchen is sagging.
3. The fireplace hearthstone is cracked.
4. There are numerous cracks in the finishes indicating movement of the walls and floors.
5. The roof rafters aren’t connected at the ridge.
6. The roof rafters don’t have any tie-down straps.
7. There is some damaged roof sheathing.

2.3 Borescope Observations

We utilized a borescope to examine areas of concern noted during our inspection. Access holes were provided in the flooring and walls at selected locations. We were able to observe deterioration of the floor framing and floor sheathing. The floor framing was observed to be about an inch above the grade at some locations where the floor is sagging in the living room and kitchen.

3.0 FINDINGS AND CONCLUSIONS

Based on our observations and assessment, the following repairs would be required to address the noted deficiencies:

3.1 Exterior Repairs
1. Replace the damaged roof framing.
2. Replace the aged roofing shingles and underlayment.
3. Repair and/or replace the brick foundations as needed.
4. Replace the damaged floor framing.
5. Install insulation and a vapor barrier under the first floor sheathing.
6. Replace the wood deck at the patio.
7. The aluminum posts need adequate anchoring installed.
8. The aluminum post needs an adequate footing installed.
9. Replace the wood sheathing behind the siding that has water damaged by the moisture intrusion.
10. Repair damaged siding.
11. Replace the sealant around the doors and windows.
12. Remove and replace the damaged window frames.

3.2 Interior
1. Replace the sagging floor framing.
2. Replace the cracked hearthstone.
3. The roof-framing members need to have connectors added to meet the current wind load requirements.
4. Replace the damaged roof sheathing.

The Florida Building Code 5th Edition (2014) Existing Building (FBCEB) defines the proposed repair and replacement work as Alteration Level 3 as defined in Section 505. Section 505 requires the modified structure must meet the requirements of Section 907. Section 907 requires the modified structure shall meet the wind loading requirements of the Florida Building Code 5th Edition (2014) Building. The strengthening of the existing structure, windows, doors and roofing to meet the current wind loading requirements will require rebuilding or replacing most of the residence.

To make the recommended repairs and strengthen the existing residence to meet the FBCEB code requirements, removal of the first-floor flooring, portions of the first-floor framing, replacement of some of the brick foundation, the interior or exterior wall sheathing, roof shingles and some roof framing will be required.

4.0 RECOMMENDATION

In our professional opinion, based upon the above findings and conclusions, the appropriate course of action is to replace the structure due to the extensive repairs required, structural reinforcement, and replacement of components and cladding required.

5.0 LIMITATIONS

The opinions presented in this report are based upon the information provided to us by Modern Tampa Bay Homes and data collected at the project site at the time of our site visit. While additional conditions may exist that could alter our conclusions, we feel that we have used reasonable means to fairly and accurately evaluate the existing conditions at this project.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, and bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of Modern Tampa Bay Homes for specific application to this project and has been prepared in accordance with generally
accepted engineering practices using the standard of care and skill currently exercised by professional engineers practicing in this area, for a project of similar scope and nature.

No warranties, either expressed or implied, are intended or made. It is possible that defects and/or deficiencies exist that were not readily accessible or visible. Problems may develop with time, which were not evident at the time of this assessment. The opinions and recommendations in this report should not be construed in any way to constitute a warranty or guarantee regarding the current or future performance of any system identified. If information described in this document which was provided by others is incorrect, or if additional information becomes available, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the information and either verifies or modifies the conclusions of this report in writing.

6.0 CLOSING

Terracon appreciates the opportunity to provide these services to you. If you have any questions or comments regarding this report, please contact Roger Jeffery at 407-618-8375.

Sincerely,

Terracon Consultants, Inc.
Certificate of Authorization #8830

Jeffery, Roger L

Roger L. Jeffery, PE
Senior Project Engineer

Attachments: Photographs and Building Plan

Brian J. DuChene, PE
Principal
Report of Visual Building Inspection
736 18th Avenue NE, St. Petersburg
Date Photos Taken: May 2, 4 and 5, 2017 • Terracon Project No. F9178101

Photo #1  Front Elevation

Photo #2  Rear Elevation

Photo #3  Rear corner

Photo #4  Sagging roof edge

Photo #5  Sagging roof

Photo #6  Sagging roof
Deteriorated brick foundation

Deteriorated brick foundation

Deteriorated brick foundation

Deteriorated brick foundation

Deteriorated brick foundation

Damaged floor framing
Photo #13  Damaged floor framing

Photo #14  Damaged floor framing

Photo #15  Delaminated wood decking

Photo #16  Inadequate anchorage

Photo #17  Lack of foundation

Photo #18  Penetrations in siding without sealant
Report of Visual Building Inspection
736 18th Avenue NE, St. Petersburg
Date Photos Taken: May 2, 4 and 5, 2017 – Terracon Project No. F9176101

Photo #25  Sloping floor

Photo #26  Sloping floor

Photo #27  Sloping floor

Photo #28  Sloping floor

Photo #29  Sloping floor

Photo #30  Crack in fireplace
Report of Visual Building Inspection
736 18th Avenue NE, St. Petersburg
Date Photos Taken: May 2, 4 and 5, 2017 - Terracon Project No. F9170101

Photo #31 Crack in trim joint

Photo #32 Crack in trim

Photo #33 Separation at stair

Photo #34 Door frame out of square

Photo #35 Lack of connections at ridge

Photo #36 Damaged roof sheathing
Report of Visual Building Inspection
736 18th Avenue NE, St. Petersburg
Date Photos Taken: May 2, 4 and 5, 2017 • Terracon Project No. F9178101

Photo #37  Damaged roof sheathing

Photo #38  Damaged floor framing under living room

Photo #39  Old sheathing laying on the ground

Photo #40  Underside of damaged floor sheathing

Photo #41  Access hole in wall next to living room

Photo #42  Access hole in kitchen floor
Property Inspected for:
Richard McGinniss

Property Address:
736 - 18th Ave NE
Saint Petersburg, FL 33704

Date of Inspection:
04/28/2017
## Inspection Information

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## Property Address:

736 - 18th Ave NE
Saint Petersburg, FL 33704

## Contact Information

<table>
<thead>
<tr>
<th>Client(s):</th>
<th>Richard McGinniss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Phone:</td>
<td>727-674-5623</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:richard@modernstlouishomes.com">richard@modernstlouishomes.com</a></td>
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## Building Information

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<td>Residence Status:</td>
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Approximate building orientation:
- Recent weather conditions: 
- Current temperature: 
- Main water shut-off valve at: 
- Main electrical breaker at: 
- Main gas shut off: 

Approximate age of building: 1017 year(s)
Approximate total square footage: 2689 sq. ft.
Approximate living area: 1958 sq. ft.
Crawl space square footage:

## Billing Information

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Core Inspection: $0.00
Additional Services: $0.00

**SUB TOTAL:** $300.00

**Adjustments:** $0.00

**GRAND TOTAL:** $300.00
This summary should not be used in lieu of reading and understanding the entire report as the report contains information and limitations pertinent to the summary. The items listed as needing repair, replacement, servicing, or further evaluation, may not necessarily be contractual in nature. This report should be read in conjunction with your contract to determine which items are contractual. Any areas of uncertainty should be clarified by consulting your real estate agent or attorney.

1 Rear east corner of the breakfast area behind the kitchen seems to have settled significantly indicating possible failure of the floor system. This area was too close to the ground to access from the underside and will need to be further investigated by either removing the floors or excavating and rebuilding the floor system appropriately.

2 The crawlspace was able to be partially entered but only under a highly limited area due to extremely low clearance under the house. Of what could be seen, the bulk of the structure is extremely close or even in contact with the ground. Large areas of the rear of the home, particularly the central beams under the stairwell area, were found to be directly in contact with the dirt. For this reason, I was unable to fully access the entire crawlspace. This is particularly troubling as the areas that seem to be partially buried in the ground are the same areas where the more significant settlement has occurred to the structure. It may be necessary to remove the flooring from the interior of the home to be able to fully access and evaluate the structure under the house.

3 Unfortunately the majority of the structure support on the home could not be viewed but the few that were able to be seen under the front entry area were found to be in poor condition with heavily deteriorated bricks and mortar and show evidence of having been crudely shimmed over the years. I suspect supports under other areas of the home are in equal or worse condition based on being so deeply buried in the ground.

4 The rear addition behind the kitchen appears to have been very poorly integrated with the original house structure and it appears that there are at least two wall systems that lack any type of proper structural support where original foundation may have been removed. This area could not be accessed due to the close proximity to the ground but should be further investigated.

5 Quite heavy deterioration and erosion was observed at much of the brick foundation stem wall and perimeter supports. This type of non-glazed brick is generally inferior and is at the end of its useful structural lifespan. While the majority of the brick foundation could not be inspected, based on the areas that could be seen I strongly suspect significant work will be needed to the foundation stem wall overall.

1 Although the windows have been replaced and are clad with metal on the exterior, water intrusion inside of the metal window wrap has caused significant decay in many locations. I also strongly suspect that concealed damage is present in many more areas that could be detected which will necessitate the replacement of the windows.

2 All of the roof intersections are open and poorly sealed and will allow water behind siding.

3 Numerous miscellaneous wall penetrations and installations were crudely installed at the time of initial installation of the siding and run the risk of water intrusion. Significant Improvements are needed at this time.
1 Significant undulation in the roofline was observed. This was seen both at the ridge as well as at the gable overhangs. This is a result of the upper level front and rear walls spreading apart and pulling the rafters open at the ridge causing the sag. Correcting this condition to ensure stability of the roof system will most likely involve pulling the upper-level walls back to plum and heavily re-framing the roof system. Consult an engineer regarding this level of necessary work and structural modification.

2 Attic space was found to be substantially soiled as a result of long-term heavy rodent infestation. Almost all of the insulation has been completely matted down due to urine and feces. Significant waste material was noted throughout the attic space accompanied by a very strong odor. Also, rodents have damaged the air conditioning ducting and infiltrated. This is a potentially unhealthy condition and needs to be mitigated by fully sanitizing the attic and replacing all affected materials.

2 Rafters were unfortunately never reinforced with colored ties or a rich beam at the time of initial construction. Over the years, lateral forces have caused the upper level walls to spread apart slightly and has started to pull the roof framing with it causing the very noticeable unevenness in the roof line. The rafters is starting to pull part at the ridge and need to be addressed. To properly mitigate this condition and restore appropriate geometry to the roof line, I strongly suspect that the upper level walls the home will need to be pulled plumb and the roof framing corrected. This may cause incidental damage to the roof framing, anticipate the need for substantial re-framing repairs.

3 Condition of the fire shelf inside the chimney was going to be very poor and shows evidence of a significant settlement crack. The chimney is not safe to use in its current state and should be evaluated by a specialist at this time. Anticipate significant improvements will be needed.

4 The water heater is crudely installed on the exterior the home with little protection from the elements and is suffering as a result. This water heater should be relocated and installed any proper weatherproof housing.

5 A significant amount of original knob and tube wiring was found to still be in use in the home. This material is almost 100 years old and poses a significant fire hazard at this time. Have an electrician rewire the house as needed.

5 Example of exposed wire connections noted in attic

5 The wiring system in general was found to be deteriorated and should be fully inspected by a licensed electrician to determine all specific deficiencies.
1 Most of the floor boxes for the air-conditioning ducts in the lower level of the home and felt and will need to be replaced.

2 The ducting system under the house could not be viewed or accessed but appears to be very poorly installed and laying in trenches dug to accommodate it due to lack of appropriate clearance for typical and acceptable installation with required clearances. There is no way to access the ducting under the house to check its general condition and no way to install a compliant system of ducting with the current limited space under the structure. This is a very poor scenario for underfloor ducting and evidence strongly suggests that the ducts have been compromised with regards to moisture and animal intrusion.

3 Upper level ducting was found to be in extremely poor condition overall with multiple types of duct materials spliced together, very heavy deterioration on almost all sections of ducting, and potentially heavily soiled areas of ducting as a result of rodent infestation. I strongly suspect that all of this ducting will need to be replaced at this time together with the mechanical equipment for this particular system.

All quotes and work should be carried out by licensed professionals.

Inspector: James Booth
FL License: HI 877
signed

04/28/2017
date
Related Notes:

A partial inspection was performed on the property to evaluate the general condition of the structure and major infrastructural systems. The house was found to exhibit evidence of substantial settling towards the center of the building visible in most aspects of the construction from the roof to the interior ceilings, door openings, and floors. All homes of this age are expected to undergo some movement over the course of their lives but the settlement noted on this house was found to be quite a bit more than what would be considered typical. A number of factors are at play here, see below and see additional pages of this report. Unfortunately, the home has settled into the ground significantly over the years and, unlike many other homes of this vintage, offered essentially no access under the structure. The potential for significant foundation and framing concerns exists based on this scenario and considering the very limited items that could be specifically identified noted below I suspect there is highly likely a number of concealed issues that would only be fully revealed as a result of a large scale ground-up renovation.

Immediate Repairs:

1. Rear east corner of the breakfast area behind the kitchen seems to have settled significantly indicating possible failure of the floor system. This area was too close to the ground to access from the underside and will need to be further investigated by either removing the floors or excavating and rebuilding the floor system appropriately.

2. The crawlspace was able to be partially entered but only under a highly limited area due to extremely low clearance under the house. Of what could be seen, the bulk of the structure is extremely close or even in contact with the ground. Large areas of the rear of the home, particularly the central beams under the stairwell area, were found to be directly in contact with the dirt. For this reason, I was unable to fully access the entire crawlspace. This is particularly troubling as the areas that seem to be partially buried in the ground are the same areas where the more significant settlement has occurred to the structure. It may be necessary to remove the flooring from the interior of the home to be able to fully access and evaluate the structure under the house.

3. Unfortunately the majority of the structure support on the home could not be viewed but the few that were able to be seen under the front entry area were found to be in poor condition with heavily deteriorated bricks and mortar and show evidence of having been crudely shimmed over the years. I suspect supports under other areas of the home are in equal or worse condition based on being so deeply buried in the ground.

4. The rear addition behind the kitchen appears to have been very poorly integrated with the original house structure and it appears that there are at least two wall systems that lack any type of proper structural support where original foundation may have been removed. This area could not be accessed due to the close proximity to the ground but should be further investigated.
Quite heavy deterioration and erosion was observed at much of the brick foundation stem wall and perimeter supports. This type of non-glazed brick is generally inferior and is at the end of its useful structural lifespan. While the majority of the brick foundation could not be inspected, based on the areas that could be seen I strongly suspect significant work will be needed to the foundation stem wall overall.
Rear east corner of the breakfast area behind the kitchen seems to have settled significantly indicating possible failure of the floor system. This area was too close to the ground to access from the underside and will need to be further investigated by either removing the floors or excavating and rebuilding the floor system appropriately.

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Exposed wood is prone to water and termite damage and should be sealed and painted regularly. Keep all wood trim and siding away from the grade and mulch. Maintain caulking around windows, doors, cracks and joints.

Related Notes:

The exterior of the home has been clad with vinyl siding. The work was done a number of years ago. This type of installation poses the risk of concealing damage to the original siding and wall systems as well as allowing moisture to become trapped around wall penetrations which are generally poorly executed and sealed. The biggest concerns with the current siding installation are detailed below.

Immediate Repairs:

1. Although the windows have been replaced and are clad with metal on the exterior, water intrusion inside of the metal window wrap has caused significant decay in many locations. I also strongly suspect that concealed damage is present in many more areas that could be detected which will necessitate the replacement of the windows.

2. All of the roof intersections are open and poorly sealed and will allow water behind siding.

3. Numerous miscellaneous wall penetrations and installations were crudely installed at the time of initial installation of the siding and run the risk of water intrusion. Significant improvements are needed at this time.
Although the windows have been replaced and are clad with metal on the exterior, water intrusion inside of the metal window wrap has caused significant decay in many locations. I also strongly suspect that concealed damage is present in many more areas that could be detected which will necessitate the replacement of the windows.
Main roof covering: Shingle / yea(s)
Main roof shape: Gable
Active leaks:
Last roof update:

Other roof coverings: none
Penetrations: none
Visible damage/deterioration:
Approximate remaining life: year(s)

Unless otherwise noted below, all roof surfaces are accessed with a ladder and walked. Most roof surfaces are a decorative and protective covering for the waterproof underlayment and are not the water-proof layer themselves. It is common to have unevenness in roof lines, along with some undulation in the roof surface, and unless these are items of a structural nature they are not normally mentioned in this report. Periodic checks and maintenance of your roof surface will protect your roof from the elements. There are components of the roof that are out of view. Only visible and accessible components are able to be inspected and evaluated. Read the entire report and consult a licensed tradesman for a more comprehensive perspective if necessary. The remaining useful lifespan estimate of a roof covering takes into consideration the need for maintenance to achieve. It is typically not advisable to clean any roof surface as this can cause damage and premature deterioration of the roof. If cleaning is required, however, be sure to consult with a licensed roofer.

Related Notes:

The shingles themselves were not inspected, just the condition of the roof structure. It is highly likely that the repairs necessary to the roof will by default cause the shingles to need to be replaced. The roof structure was found to have sagged significantly as a result of several conditions and inferior framing of the roof system, see below.

Immediate Repairs:

1. Significant undulation in the roofline was observed. This was seen both at the ridge as well as at the gable overhangs. This is a result of the upper level front and rear walls spreading apart and pulling the rafters open at the ridge causing the sag. Correcting this condition to ensure stability of the roof system will most likely involve pulling the upper-level walls back to plumb and heavily re-framing the roof system. Consult an engineer regarding this level of necessary work and structural modification.
Significant undulation in the roofline was observed. This was seen both at the ridge as well as at the gable overhangs. This is a result of the upper level front and rear walls spreading apart and pulling the rafters open at the ridge causing the sag. Correcting this condition to ensure stability of the roof system will most likely involve pulling the upper-level walls back to plum and heavily reframing the roof system. Consult an engineer regarding this level of necessary work and structural modification.
Inspection of the attic areas will include checking for structural defects in the framing system, evidence of past/present roof leaks, and termite activity and damage. Plumbing vents, radon vents, and all exhaust fan vents should extend through the roof to remove gases and fumes to the exterior. Air conditioning ductwork should be checked routinely and open joints re-taped. There should be a minimum of 6 inches of insulation in the attic. Attics should be well ventilated with either soffit, gable or ridge vents. Turbines and fans can also be very useful. Unless stated, no visible signs of urea-formaldehyde or asbestos insulation was detected during the inspection. However, it is not possible to guarantee that it does not exist in hidden, concealed or inaccessible areas. The various stress and settlement cracks that develop in the inner walls are normal and cosmetic and will not be commented on unless they are serious in nature. Nail pops are also cosmetic. We cannot comment on cracks in concrete floors that are covered by carpeting etc. at the time of the inspection.

Related Notes:

The attic was able the access and revealed several issues including potential structural concerns related to the spread of the upper level walls and the sag in the roof, see below.

Immediate Repairs:

1. Attic space was found to be substantially soiled as a result of long-term heavy rodent infestation. Almost all of the insulation has been completely matted down due to urine and feces. Significant waste material was noted throughout the attic space accompanied by a very strong odor. Also, rodents have damaged the air conditioning ducting and infiltrated. This is a potentially unhealthy condition and needs to be mitigated by fully sanitizing the attic and replacing all affected materials.

2. Rafters were unfortunately never reinforced with colored ties or a rich beam at the time of initial construction. Over the years, lateral forces have caused the upper level walls to spread apart slightly and has started to pull the roof framing with it causing the very noticeable unevenness in the roof line. The rafters is starting to pull part at the ridge and need to be addressed. To properly mitigate this condition and restore appropriate geometry to the roof line, I strongly suspect that the upper level walls the home will need to be pulled plumb and the roof framing corrected. This may cause incidental damage to the roof framing, anticipate the need for substantial reframing repairs.
Example of separation of rafters at the ridge

Attic general view

Example of extremely heavily soiled attic area as a result of rodent infestation
Walls: Drywall, Plaster  
Ceilings: none  
Floors: none  
Windows: none  
Screens:  
Water stains: none  
Doors: none  

Cabinets: none  
Counters: none  
Tile work: -  
Stairs/landing: none  
Fireplace:  
Safety issues:  

---

The various stress and settlement cracks that develop in the inner walls are normal and cosmetic and will not be commented on unless they are serious in nature. Nail pops are also cosmetic. We cannot comment on cracks in concrete floors that are covered by carpeting etc. at the time of the inspection.

---

Related Notes:

The interior was given a cursory wall for inspection to aid with the general observations made regarding the structure. A number of areas of significant settlement were noted that suggest the house has been continually settling for decades. Interior undulation and settlement was found to be much more pronounced than what would be considered typical for any home of this age. See below and see STRUCTURAL section.

---

Immediate Repairs:

1. Condition of the fire shelf inside the chimney was going to be very poor and shows evidence of a significant settlement crack. The chimney is not safe to use in its current state and should be evaluated by a specialist at this time. Anticipate significant improvements will be needed.
Example of significant settlement noted in the lower level of the home angling towards the center of the structure.

An example of significant slope in the upper level floor system towards the center of the home.

An example of significant slope in the upper level floor system towards the center of the home.

Movement of the upper level structure of the home causing cracking through shower enclosure tiles.
Condition of the fire shelf inside the chimney was going to be very poor and shows evidence of a significant settlement crack. The chimney is not safe to use in its current state and should be evaluated by a specialist at this time. Anticipate significant improvements will be needed.
Water main: Galvanized Steel
Supply pipes: Copper, Galvanized Steel
Drain pipes: P.V.C., Cast Iron

Age of system: 30 year(s)
Year of recent upgrades: ?
Water softener: No
Backflow preventers: Recommended

Water Heater 1

<table>
<thead>
<tr>
<th>Type</th>
<th>Age</th>
<th>Capacity</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>9 years</td>
<td>40 gallons</td>
<td>Exterior west side</td>
</tr>
</tbody>
</table>

Most public water in this area has a pressure range of 50 to 70 psi. You should be familiar with the location of the main water shut-off valve in the event of an emergency (see cover sheet). Sometimes low water pressure at a single faucet can be attributed to a clogged aerator filter. All plumbing fixtures must be either vented to the exterior via vent stacks to allow gasses to escape or connected with an air admittance valve to allow for proper drainage. Some liquid or crystal drain openers or cleaning chemicals are harmful to PVC piping, and it is recommended that you check the instructions on the product before using. Water heaters must be fitted with temperature pressure relief valves and the valve must have an extension on it that terminates no higher than 18 inches from the floor, or extends to the exterior of the building. Water heaters should be partially drained every 12 months to get rid of sediment build-up.

Related Notes:

Plumbing system was given a general overview inspection to determine type and basic condition of materials. System is generally extremely dated with a fair amount of original plumbing piping still in use. Unfortunately, the majority of the plumbing infrastructure could not be directly seen or accessed due to being under inaccessible areas the home. It is inevitable that the remainder of the old piping will need to be replaced which will be extremely costly and difficult due to lack of access under the house.

Immediate Repairs:

1. The water heater is crudely installed on the exterior the home with little protection from the elements and is suffering as a result. This water heater should be relocated and installed any proper weatherproof housing.
The water heater is crudely installed on the exterior the home with little protection from the elements and is suffering as a result. This water heater should be relocated and installed any proper weatherproof housing.
GFCI (ground fault circuit interrupters) and AFCI (arc fault circuit interrupters) are protective devices designed to shut off the power to certain circuits in the event of a problem on that particular line and are required on all new homes and recommended for older homes on all circuits with close proximity to water, on all outside circuits and for bedroom circuits. They should be tested periodically as per the manufacturers instructions. The house main must be grounded securely, either to a metal ground spike or a plumbing pipe. If the service entry wires come into the house via a pole or mast, they must be securely anchored and kept clear of tree limbs. If the panel is located on the exterior of the home, it is wise to trip and reset the breakers periodically to help prevent corrosion build-up and the risk of sticking breakers. Always have a licensed electrician make all electrical repairs in the home for safety.

Related Notes:

The electrical system was also given a general overview to determine basic condition. The system has been partially updated but there still appears to be a large amount of original wiring in use. This type of wiring is not acceptable and will need to be replaced at this time. There are also numerous (not all specifically noted in this report) miscellaneous concerns including deficiencies such as exposed wires, exposed wire connections, open junction boxes, and many other safety concerns. Consult an electrician to determine the best course of action but anticipate that the vast majority of the electrical system will need to be replaced.

Immediate Repairs:

1. A significant amount of original knob and tube wiring was found to still be in use in the home. This material is almost 100 years old and poses a significant fire hazard at this time. Have an electrician rewire the house as needed.
2. Example of exposed wire connections noted in attic
3. The wiring system in general was found to be deteriorated and should be fully inspected by a licensed electrician to determine all specific deficiencies.
Electrical panel with cover

A significant amount of original knob and tube wiring was found to still be in use in the home. This material is almost 100 years old and poses a significant fire hazard at this time. Have an electrician rewire the house as needed.

Example of exposed wire connections noted in attic
**System 1**

<table>
<thead>
<tr>
<th>Components</th>
<th>Manufacturer</th>
<th>Fuel type</th>
<th>Size</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condenser Unit</td>
<td>Lennox</td>
<td>Electric</td>
<td>2 tons</td>
<td>20 years</td>
</tr>
<tr>
<td>Air Handler Unit</td>
<td>Lennox</td>
<td>Electric</td>
<td>2 tons</td>
<td>20 years</td>
</tr>
</tbody>
</table>

**System 2**

<table>
<thead>
<tr>
<th>Components</th>
<th>Manufacturer</th>
<th>Fuel type</th>
<th>Size</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>System</td>
<td>Trane</td>
<td>Electric</td>
<td>3 tons</td>
<td>7 years</td>
</tr>
</tbody>
</table>

*Ages are approximate. The external unit (condenser) should be maintained in a level position and kept clear of shrubbery, etc. for maximum air flow. Most systems have a separate air handler and filter inside the house. Condensate run-off is usually by gravity but sometimes a lift pump is deployed. Some overflow drain pans are fitted with float switches which are designed to shut the system down in the event of excess water in the drain pan (usually caused by blocked condensate drain pipe), and thus avoid water spillage. Window air conditioners should tilt outwards to reject condensation away from the property. The normal acceptable cooling temperature differential between the supply and return air is 15 to 21 degrees. Any number outside of this range usually indicates a need for servicing. It is not recommended to operate the air conditioning system unless the outside temperature is over 65 degrees as this can damage the compressor. Likewise, you should not operate the heating cycle of a heat pump unless the outside temperature is under 65 degrees. Never turn the heating or cooling on and off in rapid succession.*

**Related Notes:**

Both air-conditioning systems were cooling satisfactorily at the time of the inspection. The upper level system has greatly exceeded its life expectancy and will need to be replaced at any time in the future.

**Immediate Repairs:**

1. Most of the floor boxes for the air-conditioning ducts in the lower level of the home and lasted will need to be replaced.

2. The ducting system under the house could not be viewed or accessed but appears to be very poorly installed and laying in trenches dug to accommodate it due to lack of appropriate clearance for typical and acceptable installation with required clearances. There is no way to access the ducting under the house to check its general condition and no way to install a compliant system of ducting with the current limited space under the structure. This is a very poor scenario for underfloor ducting and evidence strongly suggests that the ducts have been compromised with regards to moisture an animal intrusion.

3. Upper level ducting was found to be in extremely poor condition overall with multiple types of duct materials spliced together, very heavy deterioration on almost all sections of ducting, and potentially heavily soiled areas of ducting as a result of rodent infestation. I strongly suspect that all of this ducting will need to be replaced at this time together with the mechanical equipment for this particular system.
Condenser unit

Condenser unit info plate

Air handler

Air handler info plate
3D Home Inspections

PO Box 151508
Tampa FL 33684-1508
Inspector: Dennis Burleson
Florida Lic.# H1863

Summary

Client(s): Chris & Marlene Ward
Property address: 736 18th Ave NE
Saint Petersburg FL 33704-4608
Inspection date: Monday, January 05, 2015

This report published on Wednesday, January 07, 2015 4:05:52 PM EST

This summary report will provide you with a preview of the components or conditions that need service or a second opinion, but it is not definitive. Therefore, it is essential that you read the full report. Regardless, in recommending service we have fulfilled our contractual obligation as generalists, and therefore disclaim any further responsibility. However, service is essential, because a specialist could identify further defects or recommend some upgrades that could affect your evaluation of the property.
This report is the exclusive property of this inspection company and the client(s) listed in the report title. Use of this report by any unauthorized persons is prohibited.

Concerns are shown and sorted according to these types:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Poses a risk of injury or death</td>
</tr>
<tr>
<td>Major Defect</td>
<td>Correction likely involves a significant expense</td>
</tr>
<tr>
<td>Repair/Replace</td>
<td>Recommend repairing or replacing</td>
</tr>
<tr>
<td>Repair/Maintain</td>
<td>Recommend repair and/or maintenance</td>
</tr>
<tr>
<td>Minor Defect</td>
<td>Correction likely involves only a minor expense</td>
</tr>
<tr>
<td>Maintain</td>
<td>Recommend ongoing maintenance</td>
</tr>
<tr>
<td>Evaluate</td>
<td>Recommend evaluation by a specialist</td>
</tr>
<tr>
<td>Monitor</td>
<td>Recommend monitoring in the future</td>
</tr>
<tr>
<td>Comment</td>
<td>For your information</td>
</tr>
</tbody>
</table>

General information

1. **Warning** - Structures built prior to 1979 may contain lead-based paint and/or asbestos in various building materials such as insulation, siding, and/or floor and ceiling tiles. Both lead and asbestos are known health hazards. Evaluating for the presence of lead and/or asbestos is not included in this inspection. The client(s) should consult with specialists as necessary, such as industrial hygienists, professional labs and/or abatement contractors for this type of evaluation. For information on lead, asbestos and other hazardous materials in homes, visit these websites:

   - The Environmental Protection Association (http://www.epa.gov)
   - The Center for Disease Control (http://www.cdc.gov)

Exterior

4. Handrail(s) at some stairs are damaged and loose. This is a safety hazard. A qualified contractor should make repairs as necessary. For example, installing new fasteners and/or hardware so handrails are securely attached, or replacing handrails and guardrails as necessary.

5. Waterproof cover(s) over one or more electric receptacles are damaged or broken. This is a safety hazard due to the risk of shock and fire. Damaged covers should be replaced where necessary.

6. One or more wall-mounted exterior light fixtures have wiring that's subject to water intrusion due to caulk not being installed around the light fixture's back plate. Cauk should be applied around the perimeter of back plates where missing. A gap should be left at the bottom for condensation to drain out.

7. Trees and/or shrubs are in contact with the roof edge(s) in one or more areas. Some damage has occurred. A qualified contractor should evaluate and make repairs as necessary. Vegetation should be pruned back and/or removed as necessary to prevent damage and infestation by wood destroying insects.

8. One or more fence gates were pad locked and couldn't be evaluated.

9. Sidewalks and/or patios have significant cracks and/or deterioration in one or more areas. A qualified contractor should evaluate and repair or replace sidewalk and/or patio sections as necessary.

10. One or more light fixtures are damaged and/or deteriorated. A qualified electrician should evaluate and repair or replace light fixtures where necessary.

11. One or more large trees are very close the foundation. Tree roots can cause significant structural damage to foundations. Recommend having a qualified tree service contractor or arborist remove trees as necessary to prevent damage to the structure's foundation.

12. One or more downspouts have no extensions, or have extensions that are ineffective. This can result in water accumulating...
around the structure's foundation, or in basements and crawl spaces if they exist. Accumulated water is a conducive condition to wood destroying insects and organisms, and may also cause the foundation to settle and possibly fail over time. Repairs should be made as necessary, such as installing or repositioning splash blocks, or installing and/or repairing tie-ins to underground drain lines, so rain water is carried at least several feet away from the structure to soil that slopes down and away from the structure.

13 - One or more downspouts are dented, damaged and/or crushed. This can restrict the water flow and result in clogging and overflowing gutters. Water may accumulate around the structure's foundation, or in basements and crawl spaces if they exist. Accumulated water is a conducive condition to wood destroying insects and organisms, and may also cause the foundation to settle and possibly fail over time. Damaged downspouts should be repaired or replaced as necessary, and by a qualified contractor if necessary.

14 - Damaged screens were noticed in one or more areas around the pool enclosure. A qualified person should repair as necessary.

15 - One or more screen doors are damaged and/or do not close properly. The inspector recommends adjusting or repairing or replacing all screen doors so that they close properly.

16 - The pool light appears to be inoperable. Repairs or replacement of the light by a qualified electrician may be necessary.

17 - One or more crawl space vent screens are missing and/or deteriorated. Animals such as vermin or pets may enter the crawl space and nest, die and/or leave feces and urine. A qualified contractor should install screens where missing using screen material such as "hardware cloth" with 1/4 inch minimum gaps.

18 - Some areas of the pool may need resurfacing. Recommend consulting with a qualified pool contractor.

19 - Vegetation such as trees, shrubs and/or vines are in contact with or less than one foot from the structure's exterior. Vegetation can serve as a conduit for wood destroying insects and may retain moisture against the exterior after it rains. Vegetation should be pruned and/or removed as necessary to maintain a one foot clearance between it and the structure's exterior.

20 - Window glazing putty at one or more windows is missing and/or deteriorated. Putty should be replaced and/or installed where necessary. For more information, visit: [http://www.google.com/search?q=window+glazing+putty](http://www.google.com/search?q=window+glazing+putty)

21 - No spray foam was used to fill in the gaps at the A/C channel. This should be done to prevent vermin from entering attic spaces.

22 - Recommend repairing and cleaning deck, and treating with a preservative claiming to waterproof, block ultraviolet light, and stop mildew. **Consumer Reports** recommends these products:

- Cabot Decking Stain and PTW Stain
- Olympic Water Repellent Deck Stain
- Thompson's House and Deck Stain
- Wolman PTW Deck Stain
- Akzo Sikkens Catal DEK
- Benjamin Moore Moonwood Clear Wood Finish
- DAP Woodlife Premium
- Olympic Natural Look Protector Plus

23 - Caulk is missing or deteriorated in some areas and should be replaced and/or applied where necessary. For more information on caulking, visit: [The Ins and Outs of Caulking](http://www.google.com/search?q=the+ins+and+outs+of+caulking)

### Roof

28 - One or more areas of the roof sagged visibly at the time of inspection. You may wish to consult with a qualified contractor to discuss options and costs for stabilization or correction of this condition.

29 - Debris has accumulated in one or more gutters. This is a conducive condition for wood destroying insects since gutters may overflow and cause water to come in contact with the structure's exterior or make water accumulate around the foundation. Gutters should be cleaned now and as necessary in the future.

30 - Debris such as leaves, needles, seeds, etc. have accumulated on the roof. This is a conducive condition for wood destroying insects and organisms since water may not flow easily off the roof, and may enter gaps in the roof surface. Leaks may occur as a result. Debris should be cleaned from the roof now and as necessary in the future.
Attic

33 - Evidence of "light to moderate" rodent infestation was found in one or more areas. The Center for Disease Control (CDC) defines this as less than 20 feces per square foot. Rodent infestation may be a safety hazard due to the risk of contracting Hantavirus Pulmonary Syndrome (HPS). HPS is a rare (only 20-50 cases per year in the United States) but deadly (40% mortality rate) disease transmitted by infected rodents through urine, droppings, or saliva. Humans can contract the disease when they breathe in aerosolized virus. For example, from sweeping up rodent droppings.

Recommend following guidelines in the CDC's Clean Up, Trap Up, Seal Up article for eradicating rodents, cleaning up their waste and nesting materials, and preventing future infestations. While Hantavirus is believed to survive less than one year in droppings and urine, specific precautions should be taken during clean up. The client(s) may wish to consult with a qualified, licensed pest control operator for eliminating the infestation. A qualified licensed abatement contractor or industrial hygienist could be contacted for clean up. If the infestation was minimal, clean up of rodent waste and nesting materials in non-living spaces (crawl spaces and attics) may not be necessary, or may be performed for aesthetic reasons only (odor and appearance).

34 - Evidence of termite damage was found in one or more areas. The damage did not appear to be significant at the time of inspection, but the inspector recommends having a qualified pest control company evaluate and repair as necessary.

Electrical

38 - One or more pointed screws are used to fasten the cover to the main service panel. These types of screws are more likely to come into contact with wiring inside the panel than stock screws from the manufacturer, and can damage wiring insulation. This is a safety hazard due to the risk of shock and/or fire. Long and/or pointed crew should be replaced as necessary with the correct screws, and if necessary by a qualified electrician.

Water heater

2 - Temperature-pressure relief valve drain line is too short. This is a potential safety hazard due to the risk of scalding if someone is standing next to the water heater when the valve opens. A qualified plumber should extend the drain line to 6 inches from the floor, or route it so as to drain outside.

41 - The water heater is located outside and not inside an enclosure. It is subject to damage from the outside elements. Recommend placing water heater inside an enclosure so that it stays out of the weather.

Heating and cooling

43 - The estimated useful life for air conditioning compressors is 8 to 15 years. This unit appears to have exceeded this age and may need replacing at any time. Recommend budgeting for a replacement in the near future.

44 - One or more air supply ducts are broken. Increased moisture levels in unconditioned spaces and higher energy costs may result. A qualified contractor should evaluate and make permanent repairs as necessary.

45 - Insulation on one or more heating/cooling ducts in unconditioned spaces is damaged and/or deteriorated. A qualified contractor should evaluate and replace insulation and/or ducts as necessary and as per standard building practices.

46 - The thermostat for the downstairs unit appeared to be missing or inoperable at the time of inspection. This unit was not fully evaluated. A qualified contractor should evaluate and replace.

47 - Catch pan drain line in the attic is broken. Water may leak directly onto the ceiling below. A qualified contractor should evaluate and repair as necessary.

48 - Insulation for the outside condensing unit's refrigerant lines is damaged, deteriorated and/or missing in one or more areas. This may result in reduced efficiency and increased energy costs. A qualified heating and cooling contractor should replace insulation as necessary.

49 - The inspector was unable to determine the last service date. The client(s) should ask the property owner(s) when it was last serviced. If unable to determine the last service date, or if this system was serviced more than one year ago, a qualified heating and cooling contractor should inspect, clean, and service this system, and make repairs if necessary. This servicing should be performed annually in the future.

1 - Air handler filter(s) should be checked monthly in the future and replaced or washed as necessary.
Plumbing and laundry

- Most or all of the water supply pipes in this structure are made of galvanized steel. Based on the age of this structure, corrosion, leaks, and/or the results of a "functional flow test" performed during the inspection, some or all of these pipes appear to have exceeded their estimated useful life of 40 to 60 years. During a functional flow test, multiple fixtures are run simultaneously to determine if the flow is adequate. For example, if the shower flow decreases substantially when the toilet is flushed, internal corrosion and rust can reduce the inside diameter of these pipes over time, resulting in reduced flow and leaks. A qualified plumber should evaluate and replace supply pipes and fittings as necessary.

Crawl space

- No insulation is installed under the floor in the crawl space. Recommend that a qualified contractor install R19 or better (6" thick fiberglass batt) insulation under the floor for better energy efficiency.
- No vapor barrier is installed. This is a conductive condition for wood destroying insects and organisms due to the likelihood of water evaporating into the structure from the soil. A qualified contractor should install a vapor barrier. Standard building practices require the following:
  - The soil below the vapor barrier should be smooth and free from sharp objects.
  - Seams should overlap a minimum of 12 inches.
  - The vapor barrier should lap up onto the foundation side walls.
  - Better building practices require that:
    - Seams and protrusions should be sealed with a pressure sensitive tape.
    - The vapor barrier should be caulked and attached tightly to the foundation side walls. For example, with furring strips and masonry nails.

Kitchen

- Substandard wiring was found for the under-sink food disposal. Unprotected solid-strand, non-metallic sheathed (Romex) wiring is used. The insulation can be damaged by objects coming in contact with it and/or it being repeatedly moved. This is a safety hazard due to the risk of shock and fire. Armored (BX) cable, or a flexible appliance cord with a plug end and electric outlet should be used. A qualified electrician should evaluate and repair as necessary.
- One or more electric receptacles that serve countertop surfaces within six feet of a sink appear to have no ground fault circuit interrupter (GFCI) protection. This is a safety hazard due to the risk of shock. A qualified electrician should evaluate to determine if GFCI protection exists, and if not, repairs should be made so that all receptacles that serve countertop surfaces within six feet of sinks have GFCI protection. For example, install GFCI receptacles or circuit breaker(s) as needed.
- One or more cabinets are not securely fastened to the wall or floor. This is a safety hazard due to the risk of the cabinet(s) falling. A qualified contractor should evaluate and repair as necessary.
- The range can tip forward, and no anti-tip bracket appears to be installed. This is a safety hazard since the range may tip forward when weight is applied to the open door, such as when a small child climbs on it, or if heavy objects are dropped on it. Anti-tip brackets have been sold with all free standing ranges since 1985. An anti-tip bracket should be installed to eliminate this safety hazard. For more information, visit:
  http://www.google.com/search?q=range+anti+tip+device
- Caulk is missing and/or deteriorated where countertops meet backsplashes in wet areas, such as around sinks. Caulk should be replaced where deteriorated and/or applied where missing to prevent water damage.

Bathrooms

- One or more electric receptacles that serve countertop surfaces within six feet of a sink appear to have no ground fault circuit interrupter (GFCI) protection. This is a safety hazard due to the risk of shock. A qualified electrician should evaluate to determine if GFCI protection exists, and if not, repairs should be made so that all receptacles that serve countertop surfaces within six feet of sinks have GFCI protection. For example, install GFCI receptacles or circuit breaker(s) as needed.
- One or more bathrooms with a shower do not have an exhaust fan installed. Moisture accumulation will occur and may damage the structure. Even if the bathroom has a window that opens, it likely does not provide adequate ventilation, especially during cold weather when the window is closed. A qualified contractor should install exhaust fans as per standard building practices where missing in bathrooms with showers.
3D Home Inspections

Interior rooms
73 - One or more open ground, three-pronged grounding type receptacles were found. This is a safety hazard due to the risk of shock. A qualified electrician should evaluate and make repairs as necessary.

Grounding type receptacles were first required in residential structures during the 1960s. Based on the age of this structure and/or the absence of 2-pronged receptacles, repairs should be made by correcting wiring circuits as necessary so all receptacles are grounded as per standard building practices. Replacement of three-pronged receptacles with 2-pronged receptacles is not an acceptable solution.

74 - Two-pronged electric receptacles rather than three-pronged, grounded receptacles are installed in one or more interior rooms. They are considered to be unsafe by today’s standards and limit the ability to use appliances that require a ground in these rooms. Examples of appliances that require grounded receptacles include:

- Computer hardware
- Refrigerators
- Freezers
- Air conditioners
- Clothes washers
- Clothes dryers
- Dishwashers
- Kitchen food waste disposers
- Information technology equipment
- Sump pumps
- Electrical aquarium equipment
- Hand-held motor-operated tools
- Stationary and fixed motor-operated tools
- Light industrial motor-operated tools
- Hedge trimmers
- Lawn mowers

This list is not exhaustive. A qualified electrician should evaluate and install grounded receptacles as per the client(s)’ needs and standard building practices.

75 - The ceilings in one or more areas of the home had visible evidence of significant moisture intrusion and/or water leaks in which mold may be present. Leaks and moisture intrusion can encourage microbial growth which may represent a health hazard to sensitive people.

You should ask the seller about this condition and consider having indoor air sampling performed to determine whether mold spore concentrations in indoor air are at unhealthy levels.

76 - An insufficient number of smoke alarms are installed. Additional smoke alarms should be installed as necessary so a functioning one exists in each hallway leading to bedrooms, and in each bedroom. For more information, visit http://www.cpsc.gov/cpscpub/pubs/5177.html

77 - One or more entry doors have deadbolts installed with no handle, and require a key to open them from both sides. This can be a safety hazard in the event of a fire when the key is not available. The door cannot be used as an exit then, causing entrapment. Key-only deadbolts should be replaced with deadbolts that have a handle on the inside on entry doors in rooms with no other adequate egress nearby.

78 - Floors in the entire east half of the house, downstairs and upstairs, are not level and significantly leaning. Significant repairs may be needed to make floors level, such as repairs to the footings, piers, and/or foundation. A structural engineer or a qualified contractor should evaluate and make repairs as necessary.

9 - Cracks were found in walls and/or ceilings in one or more areas. These cracks may be as a result of the structural issues that are causing the unleveled floors. The client(s) should have a qualified contractor evaluate further. At a minimum, the client(s) should monitor the cracks for any changes and have a qualified contractor evaluate if any changes occur. Client(s) may also wish to...
repair these for aesthetic reasons.

0 - One or more ceiling fans is deteriorated and warped. This is a potential safety hazard and may be caused by one or more of the following:

- Loose screws
- Loose blade(s)
- A loose connection between the rod and the fan body
- A loose connection between the fan body and the electric box above
- Misaligned blades
- Bent or warped blades
- Unbalanced blades

Recommend having a qualified contractor evaluate and repair as necessary. For more information, visit:
http://www.google.com/search?q=unbalanced+ceiling+fans

81 - Tile or stone flooring is damaged and/or deteriorated in one or more areas. A qualified contractor should evaluate and make repairs as necessary. For example, replacing broken tiles and deteriorated grout, and resealing grout.

82 - Some windows in the home were old but appeared to be generally serviceable at the time of the inspection. Some had minor deterioration and/or missing hardware.

83 - One or more doors will not latch when closed. Repairs should be made as necessary, and by a qualified contractor if necessary. For example, aligning strike plates with latch bolts and/or replacing locksets.

84 - Carpeting in one or more rooms is damaged and/or significantly deteriorated. Recommend replacing carpeting where necessary.

85 - Wall coverings, such as wall paper, are deteriorated in one or more areas of the home. A qualified person should repairs as necessary.
RAZ Electric Incorporated  
P.O BOX 55248  
St. Petersburg, FL 33732  
PH (727) 527-0172  
Lic# ER13012490

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**Estimate**

**Date** | **Estimate #**  
--- | ---  
5/7/2015 | 2648

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
</tr>
</thead>
</table>
| MTBH  
jennifermtbh@gmail.com | 736 18th ave n.e |

---

**Proposal**

For knob + tube  
elec for 736

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total</th>
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| labor and material for the following  
white decor switches, tamper proof receptacles, 120 volt smoke detectors, arc fault breakers  
rewire house per existing locations of switches, receptacles, lighting  
existing 200 amp service  
install and wire smoke detectors in each bedroom, 1 in common area  
demo existing laundry room and convert to bathroom, 2 switches, 1 vanity light, 1 gfcI receptacle, 1 exhaust fan  
install and wire 1 dedicated 30 amp circuit, 1 - 20 amp circuit for stack washer in dryer  
install and wire 5 cable and receptacles for wall mount t.v  
electrical permit  
NOTE  
owner to supply light fixtures, ceiling fans, exhaust fans  
some areas will require cutting of plaster patching is not included | | 9,500.00 |

---

All prices are based on our current price schedule and will remain in effect for 30 days.

| Total | $9,500.00 |
May 13, 2017

To: Richard McGinnis

From: Carlos Santana

RE: Inspection and Scope of work For 736 18th Ave NE.

Builder / Inspection Letter

We have inspected the home at 736 18th Ave NE and developed an estimate to restore the house, to the degree possible, to its original condition.

Several unique challenges contribute to the costs of restoration.

• Based on observation, the structure including rafters, ridge beam, foundation and main carrying beams are in various stages of failure. It is impossible to determine the extent of this failure and the methods and resultant costs of repair without exposing the structure. We have included reasonable estimates to make these repairs.
• All systems are antiquated and would require total replacement.
• Due to structural failure and settlement in the home many of the doors and trim have been cut to odd shapes so all would have to be replaced with custom doors.
• Masonry chimney is in disrepair and may require total removal and replacement.

The estimated cost to restore the structure is $575,000 including or best estimate for structural replacement and a finish package of a mid to high level quality. This price includes the dismantling of all the finishes of the home (siding, roofing, drywall etc.) to the original structure. Once completed an assessment would have to be determined to see precisely how much deterioration of the structure has taken place and to define current “unknowns”.

Further qualifications attached in the Scope of Work. The cost of these improvements would be significantly higher than a replacement option.

Respectfully Submitted,
Carlos Santana
Scope of Work
Property: 736 18th Avenue N.E. Saint Petersburg, FL 33704

The home has experienced many decades of neglect and is in very poor condition with all mechanical and electrical systems with most structural systems requiring replacement.

We understand from discussions with the building department, that certain codes are relaxed for historical Structures, including the 50% rule and flood elevation requirement, but other code requirements stand.

• Failing roof structure replacement with removal of rafters.
• Installation of “go bolts” or other mechanism that connects foundation to roof structures
• Removing ductwork from below flood

In addition to these code requirements, other fundamental structural failures need to be addressed including

• Replacement of foundation
• Restoration or replacement of first floor structure
This is what is known. We can only speculate on “unknown” conditions but can expect other structural deficiencies from water and/or pest damage.
In sum, the restoration of this project and virtual replacement in place of 50% of the structure and 100% of the finishes and has been estimated accordingly.

Demolition:

• Selectively remove all existing, vinyl siding and include second original layer of siding including removal of all miscellaneous connectors, etc. for preparation of new siding.
• Remove all existing windows.
• Remove existing wall sheathing as required to install new hurricane straps.
• Remove roofing including removal of (2) layers of asphalt shingles and underlayment.
• Pool decking will require demolition to allow for failed sewer connection replacement.
• Existing garage will require removal to allow for foundation work and new garage placement will be required due to non-conforming set-backs.
• Remove all existing drywall. Remove rotted and/or compromised studs. Remove all existing, failing ductwork.
• Demolish flooring on first floor to access framing and remove rotted floor system components for second floor. Remove aged and failing galvanized piping and electrical wiring throughout the interior and crawl space.

Structural:

• Foundation work will consist of shoring up areas selected to elevate structure and installation of new stem wall.
• Floor system will need to be engineered and rebuilt for support.
• Tie beams to be reconnected and reinforced with specialized hangars as interior framing will be replaced as needed where studs have failed or are compromised.
• Install hardware as needed to frame new area(s) to code. Remove sheathing throughout.
Restoration:

- Exterior restoration to include installing new rafters with rafter tails including dead wood and paneling.
- Install new siding and house wrap.
- Install new roof entirely including sheathing as required, underlayment, and shingles.
- New PGT™ impact windows to be installed per code.
- New exterior doors to be impact rated, including a front entry architectural quality door.
- The existing interior stair case will require restoration and replacement of failing treads and balusters.
- New mechanical system will be needed to include new duct design with energy calculations. Insulation will be installed as needed to bring structure to code.
- Drywall replacement will be required throughout.
- Wood floors will require total replacement on first floor and restoration in other areas.
- Interior trim and doors will need to be restored by sanding and refinishing where possible. Custom made replacement will be necessary for selective pieces due to settlement.
- Electrical work will require rewiring throughout home to bring wiring to code.
- Cabinetry for both kitchen and vanities will be installed with new quartz countertops.
- Miscellaneous needs for interior finishing include; replacement or restoration of all interior door hardware, replacement of all switch/receptacle plates, new quartz countertops for all replaced cabinetry.
- New plumbing fixtures including bath tub(s), new appliances, new paint, and adequate testing for any molds/mildews and termite intrusion.
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<th>Est. Cost</th>
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WILDLIFE & ANIMAL SERVICE AGREEMENT

BILLING ADDRESS
Modern Tampa Bay Homes
147 2nd Ave S, Ste 210
St. Petersburg, FL 33701
727-820-1480
jennifermitton@gmail.com

SERVICE ADDRESS
Richard McGinniss
236 18th Ave NEST
St. Petersburg, FL 33704
727-674-8123
richard@modentampabayhomes.com

CHECKED ANIMALS DELIVERED ONLY
- Armadillo
- Beavers
- Birds
- Carpenter Bees
- Chipmunks
- Mice
- Motes
- Other

SPECIAL INSTRUCTIONS
Service for bait stations and trap in attic if needed.

ANNUAL AGREEMENT
- 1 Initial Service (1 time)
- 1 Monthly, Bi-Monthly, Quarterly
- 1 Seasonal Service
- 6 TOTAL ANNUAL CHARGE ($6)
- 7 AMOUNT REMITTED WITH CONTRACT
- MasterCard, Visa, Discover (requires 3% fee for checks payable to TrueTech)
- CASH
- CHECK
- APPROVED

FINANCE CHARGE: will be assessed at 1.5% on invoices 31 days past due, equal to 18% APR. A $35.00 fee will be assessed on all returned checks.

Residential service inspections for Monthly $145, Bi-Monthly $140, Quarterly/Seasonal $160 or remainder of contract, whichever is less.

Commercial service inspections for Three service payments or remainder of contract, whichever is less.

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER DATE OF THIS TRANSACTION.

I have read and understand the terms of this Agreement including the Exclusions and Limitations on the reverse side.

Signed: Richard McGinniss
Date: 12-15-15

YATES OFFICE  YELLOW - CUSTOMER COPY
Scanned by CamScanner
Technician: Ian Carter

<table>
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<th>ANIMAL CONTROL SW</th>
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<th>BIRD SW</th>
<th>EXCLUSION</th>
<th>EXCLUSION SW</th>
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<td>PC Initial SW</td>
<td>PEST CONTROL</td>
<td>OTHER</td>
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DESCRIPTION OF WORK: Installation of Radio Feed Stations and 1st monthly Service. Bird stations will be maintained during the first week of the service. Monthly service includes servicing all feed stations and trapping in attic if needed. Bird stations will not feed radioed for entry and will have population on property. All cleaning work or entry if entry is due to property.

TARGET PEST (TP): Rods (TP) 2 (TP) 3 (TP) 4

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<tr>
<th>Product/Equipment Used</th>
<th>Area</th>
<th>Quantity</th>
<th>Sites Application Area</th>
<th>Treatment Method</th>
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Customer: Michael McGinnis
Customer Signature: [Signature]

TruTech Services LLC
P.O. Box 12047
Austin, TX 78711-4247
Phone: (512) 918-4481
Fax: (512) 202-2367
Customer Information Sheet Available on Website.

Other State Specific Requirements on Reverse

Failure to return the Receipt of Notice will result in withdrawal of Customer's Guarantee and Payment Obligation.

Customer: Michael McGinnis
Customer Signature: [Signature]

TruTech Services LLC
P.O. Box 12047
Austin, TX 78711-4247
Phone: (512) 918-4481
Fax: (512) 202-2367
Customer Information Sheet Available on Website.

Other State Specific Requirements on Reverse

Failure to return the Receipt of Notice will result in withdrawal of Customer's Guarantee and Payment Obligation.
RANGER TERMIT & PEST CONTROL, INC.
2887 22nd Avenue North, Unit E
St. Petersburg, Florida 33713
(727) 322-8227
No 5024419

Date ________ Appt. Date 4-13-17 Time In 3:30 Technician Dflare.

New Service Requested Renewal Scheduled Follow-Up Customer Service Call Payment Information
- Yearly Pest Control PL PL Ants Ants Ants Ants
- Drywood ST PL Ants Ants Ants Ants
- Subterranean DW Ants Ants Ants Ants
- Other ECO Ants Ants Ants Ants
- Lawn & Shrub Termite Quality Control Visit Ants Ants Ants Ants

Today Due # 95.

Customer Name MODERNA TANIA BAY HOMES
Covered Premises (Address) 736-18 AVE NE
Billing Address
City ST. PETER, State FL Zip Code 3370
Home Phone 674-5623 Work Phone
Card Information Visa MasterCard American Express Discover
Credit Card # 5466 1603 0565 3071 Exp Date 07-17

Sales Technician Comments (663)

Pest Control/Fleas Outs

<table>
<thead>
<tr>
<th>Treatment Sites</th>
<th>Treated Material Name (%) and Amount</th>
<th>Inspected Sites</th>
<th>Evidence (Y/N)</th>
<th>Treated (Y/N)</th>
<th>Materials Name (%) and Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mulch/Flowerbeds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodpile/Garbage Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors/Windows/Eaves</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attic/Crawl Space</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underneath Appliances</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall Voids/False Bottoms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cracks/Crevices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drawers/Closed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Endorsement hereon acknowledges receipt of and satisfaction for service rendered.

Customer Signature

I certify the above to be true and an accurate record of my operations.

Technician's Signature
Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WOOD-DESTROYING ORGANISMS INSPECTION REPORT

Section 482.225 F.S. and Rule 5E-14.142 F.A.C
Telephone Number: (850) 617-7997

ADAM H. PUTNAM
COMMISSIONER

SECTION 1 - GENERAL INFORMATION

Inspection Company: Ranger Termite & Pest Control

Business License Number: 5713
Phone Number: 727-322-8327
Date of Inspection: 4-13-17

Inspector's Name and Identification Card Number: Bruce Dohmen

Structure(s) on Property Inspected: Modern Tampa Bay Homes

Inspection and Report requested by: Modern Tampa Bay Homes

Report Sent To Requestor:

SECTION 2 - INSPECTION FINDINGS - CONSUMERS SHOULD READ THIS SECTION CAREFULLY

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND READILY ACCESSIBLE AT THE TIME OF INSPECTION AND DOES NOT CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS (WDOs) OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

This report does not cover areas such as basements, attics, crawl spaces, or any part of the structure where inspection would necessitate removing or disclosing any part of the structure.

This property was not inspected for any fungi other than wood-destroying fungi and no opinion or health-related effects of indoor air quality is given or implied by this inspection.

It is assumed that all pest control procedures are maintained by the owner.

Persons concerned about these issues should contact a pest control professional.

A wood-destroying organism (WDO) means any arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, and wood-destroying fungi.

NOTE: This is NOT a structural damage report. It should be understood that there may be damage, including possible hidden damage present. FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.

Based on a visual inspection of accessible areas, the following findings were observed:
(See Page 2, Section 3 to determine which areas of the inspected structure(s) may have been inaccessible.)

A. NO visible signs of WDO(s) (live, evidence or damage) observed.

B. VISIBLE evidence of WDO(s) was observed as follows.

- [ ] LIVE WDO(s)
- [ ] EVIDENCE of WDO(s) (dead wood-destroying insects or insect parts, frass, shelter tubes, exit holes, or other evidence)

- Drywood Termites (frass, shelter tubes)
- Subterranean Termites (shelter tubes)

- DAMAGE caused by WDO(s) was observed and noted as follows.

- Shied Back Subterranean Termites Damage

CONTINUED ON PAGE TWO
SECTION 3 - OBSTRUCTIONS AND INACCESSIBLE AREAS: The following areas of the structure(s) inspected were obstructed or inaccessible. NO INFORMATION on the status of wood-destroying organisms or damage from wood-destroying organisms in these areas is provided in this report.

In addition to those areas described in consumer information on Page 1, Section 2; the following specific areas were not visible and/or accessible for inspection. The descriptions and reasons for inaccessibility are stated below:

☐ Attic

SPECIFIC AREAS:
REASON: ____________________________

☐ Interior

SPECIFIC AREAS:
REASON: ____________________________

☒ Exterior

SPECIFIC AREAS: molding
REASON: ____________________________

☒ Crawlspace

SPECIFIC AREAS: Not Accessible
REASON: ____________________________

☐ Other

SPECIFIC AREAS:
REASON: ____________________________

SECTION 4 - NOTICE OF INSPECTION AND TREATMENT INFORMATION

EVIDENCE of previous treatment observed: ☒ Yes ☐ No ☐ Il Yes, the structure exhibits evidence of previous treatment. List what was observed: Sticker Breaker Box

CAUTION: The inspecting company cannot give any assurances with regard to work done by other companies. The company that performed the treatment could be contacted for information on treatment history and any warranty or service agreement which may be in place.

A Notice of Inspection has been affixed to the structure at Breaker Box.

This Company has treated the structure(s) at the time of inspection ☐ Yes ☐ No

If Yes Common name of organism treated: ____________________________

Name of Pesticide Used: ____________________________

Terms and Conditions of Treatment: ____________________________

Method of treatment: ☐ Whole structure ☐ Spot treatment

Specify Treatment Notice Location: ____________________________

SECTION 5 - COMMENTS AND FINANCIAL DISCLOSURE

Comments:

__________________________
__________________________

Neither the company (licensee) nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction or with any party to the transaction other than for inspection purposes.

Signature of Licensee or Agent: ____________________________ Date: 4/13/17

Address of Property Inspected: 736-18 Ave NE, St. Pete, FL

Inspection Date: 4/13/17.
Inspections are of visible, accessible areas only and should not be considered a guarantee of the absence of hidden or inaccessible damage.
RESUME

Donald S. Cooper, AIA, LEED AP
President, Cooper Johnson Smith Architects, Inc.

Education: Bachelor of Architecture, 1974 with Honors
University of Tennessee

Registration: Florida, Louisiana, Texas, Leed AP, Congress of New Urbanism Accredited

Representative Projects:
- Cote/Kelly House – 16,000 sf Custom Residence, Anna Maria, FL
- James House – 10,000 sf Custom Residence, St. Petersburg, FL
- Davis Island House – 7,000 sf Custom Residence, Tampa, FL
- Celebration Community Church, Celebration, Florida
- Disney Fire Station 3B & 911 Call Center - Reedy Creek, Florida
- Corpus Christi Catholic Church, Celebration Florida
- Hubberds Marina & Waterfront Retail Complex, Johns Pass, Florida
- Little Harbor Yacht Club – Apollo Beach, Florida
- Little Harbor Beach Club – Apollo Beach, Florida
- Wallace Residence – Hillsborough County, Florida
- Bradenton Village Master Plan & Townhouses (HOPE VI) – Bradenton, Florida
- Miramar Town Center – Apollo Beach, Florida
- FishHawk Aquatic Club – Lithia, Florida
- Wakasee Resort – Ennitra, Bahamas
- Marriott’s Summit Watch Resort – Park City, Utah
- Marriott’s Mountain Valley Lodge Resort – Breckenridge, Colorado
- Disney Wilderness Preserve Gateway Center – Kissimmee, Florida
- West Park Village, Swim and Tennis Center – Tampa, Florida

Awards:
- National Association of Home Builders – One-of-a-Kind custom Home over 6501 sf
- Wallace Residence – Thonotosassa, Florida
- Addison Mizner Medal for Excellence in Classical & Traditional Architecture
- Bradenton Village Hope VI Master Plan – Bradenton, Florida
- Planning Commission Community Design Award of Merit – Public Projects
- Temple Terrace Tower & Bus Stop
- Planning Commission Community Design Award of Merit – Public Projects
- Margate Park Marina Building – Davis Island, Tampa, Florida
- AIA Tampa Bay Design Merit Award in Urban Planning
- Bradenton Village Hope VI Master Plan – Bradenton, Florida
- AIA Florida Design Award of Excellence
- Conservation Learning Center at the Disney Wilderness Preserve
- Planning Commission Community Design Award of Excellence-Master Planning Urban Design
- FishHawk Town Center & Neighborhoods – Lithia, Florida
- Pillars of the Industry Awards – Finalist, “Best Affordable Multi-Family Community” National
  Association of Home Builders and the Urban Land Institute
- Bradenton Village Neighborhood – Bradenton, Florida
- Excellence in Construction Award of Merit (Schools Education Category) Associated Builders
- Conservation Learning Center at the Disney Wilderness Preserve
- AIA Tampa Bay Design Merit Award
- The Callaway Cottage – Seaside, Florida

Publications:
Florida Architecture, House & Garden, Classic Florida Style, 30 A Style, Visions of Seaside, The
Classista No. 8, Coastal Living, New Old House, Traditional Home, Southern Living, New Old
House Florida-Caribbean Architecture, Metropolitan Home, Progressive Architecture
RE: 736 18th Ave NE
Code/Restoration Feasibility Review

To whom it concerns,

We have reviewed the following:
- Email correspondence with the City of St. Petersburg dated 5/1/17
- Structural report prepared by Terracon dated 5/16/17
- Building report prepared by Britannica dated 4/28/2017

The Subject home is a wood frame structure built in the 1920's that has suffered from decades of neglect and has systemic deficiencies that require total replacement to meet building codes. These include:
- Electrical system
- Mechanical system
- Plumbing system
- Roofing
- Roof sheathing and structure
- Foundation replacement and raising first floor approx. 3'-0" to meet both flood requirements as well as providing interstitial space from ductwork. (None is available in first floor system so must remain below grade)

Other items requiring repair and or major reconstruction include:
- Stairway
- Egress requirements (Windows in front bedrooms would have to be reconfigured)
- Exterior sheathing would have to be removed to provide connectors to the new roof system to the new foundation
- Window replacement

The above represent the work that is known with any renovation and particularly one that has so many issues, there are multiple other unknowns and risks.

Architecturally this house is not a contributing structure to the historic neighborhood. If there were stylistic features to the original house they have been stripped off. The house is clad in vinyl siding which has hastened its deterioration. It has been given a flat 60's era front door surround that pales in comparison to the gracious entry porches of the neighborhood. The window placement is odd for a front façade. None of the house appears to be original; the setbacks are either non-compliant and / or inconsistent with its neighbors and it has the only front loaded garage to my knowledge in Old North East that has alley access.
We are proposing a new home that speaks the architectural language of the neighborhood. While there are diverse styles in this historic district, they share character drawn from historic precedent. Our street façade incorporates a simple picturesque silhouette with gracious garden terrace entrance, finely proportioned window lites, operable shutters and inviting gate to the interior courtyard. It will conform to the civilizing urban pattern of garage entrances from the alley.

In summary, the amount of work required to bring this building up to code and reasonable building standards would result in an extraordinary expense and the resulting structure would still not fit with the neighborhood.

Sincerely,

Don Cooper, LEED AP CNU
A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
Title Insurers of Florida
221 Second Avenue N.
St. Petersburg, Florida 33701
727-456-4700 fax: 727-456-4701

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to you and by the settlement agent are shown. Items marked * were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

Richard McGinniss
D. Borrower:
163 18th Avenue N.E.
St. Petersburg, Florida 33704
1996

Mary Ann Pitsman, as Successor Trustee of the Robert T. Pittman Declaration of Trust dated 11th day of May,

E. Seller:
243 Estero Way NE
St. Petersburg, Florida 33704
1996

F. Lender:
4790 140th Avenue N.
Clearwater, Florida 33762
USAmeriBank

738 18th Avenue N.E.

G. Property:
St. Petersburg, Pinellas County, Florida 33704

W 340't of Lot 3, Block 68, Snell & Hamlet’s North Shore Add Rev. Replat Pinellas County. Florida

H. Settlement Agent:
Title Insurers of Florida

I. Settlement Date:
April 10 2015

J. Summary of Borrower's Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100. Gross Amount Due From Borrower:</td>
<td>390,000.00</td>
</tr>
<tr>
<td>101. Contract Sales Price</td>
<td>390,000.00</td>
</tr>
<tr>
<td>102. Personal Property</td>
<td></td>
</tr>
<tr>
<td>103. Settlement Charges to Borrower (line 1400)</td>
<td>10,895.05</td>
</tr>
<tr>
<td>104. Adjustments for Items Paid by Seller in Advance:</td>
<td>406,895.05</td>
</tr>
<tr>
<td>105. City / Town Taxes</td>
<td>406 City / Town Taxes</td>
</tr>
<tr>
<td>107. County / Parish Taxes</td>
<td>40 County / Parish Taxes</td>
</tr>
<tr>
<td>108. Assessments</td>
<td>408 Assessments</td>
</tr>
<tr>
<td>120. Gross Amount Due from Borrower:</td>
<td>400,895.05</td>
</tr>
</tbody>
</table>

K. Summary of Seller's Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>400. Gross Amount Due To Seller:</td>
<td>390,000.00</td>
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<tr>
<td>401. Contract Sales Price</td>
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</tr>
<tr>
<td>402. Personal Property</td>
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<tr>
<td>403. Adjustments for Items Paid by Seller in Advance:</td>
<td>11,511.25</td>
</tr>
<tr>
<td>406. City / Town Taxes</td>
<td>11,511.25</td>
</tr>
<tr>
<td>408. County / Parish Taxes</td>
<td>11,511.25</td>
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<tr>
<td>408. Assessments</td>
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<tr>
<td>420. Gross Amount Due to Seller:</td>
<td>790,600.00</td>
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L. Adjustments for Items Unpaid by Seller:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>210. City / Town Taxes</td>
<td>610 City / Town Taxes</td>
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<tr>
<td>211. County / Parish Taxes Jan 1, 2015 thru Apr 9, 2015</td>
<td>931.45</td>
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<tr>
<td>212. Assessments</td>
<td>512 Assessments</td>
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<tr>
<td>220. Total Paid by / for Borrower:</td>
<td>254,831.45</td>
</tr>
<tr>
<td>220. Total Reductions in Amount Due Seller:</td>
<td>12,442.73</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>300. Cash at Settlement to / from Borrower:</td>
<td>600. Cash at Settlement to / from Seller: 12,442.73</td>
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<tr>
<td>301. Gross Amount due from Borrower (line 120)</td>
<td>400,895.05</td>
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<tr>
<td>302. Less Amount Paid by for Borrower (line 220)</td>
<td>254,831.45</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>700.</td>
<td>Total Sales/Broker's Commission: Based on Price $390,000.00 to $5,000.00</td>
<td>$1,170.00</td>
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<td>701.</td>
<td>6,000.00 to RE/MAX Metro</td>
<td>$6,000.00</td>
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<td>702.</td>
<td>6,000.00 Settlement</td>
<td>$275.00</td>
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<tr>
<td>703.</td>
<td>Broker's Commission Paid at Settlement</td>
<td>$25.00</td>
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<tr>
<td>704.</td>
<td>Reimburse to RE/MAX Metro</td>
<td>$50.00</td>
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<tr>
<td>800.</td>
<td>Items Payable in Connection with Loan:</td>
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</tr>
<tr>
<td>801.</td>
<td>Loan Origination Fee to USAmirBank</td>
<td>$350.00</td>
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<tr>
<td>802.</td>
<td>Flood Certification to RE/ETA</td>
<td>$75.00</td>
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<tr>
<td>803.</td>
<td>Appraisal Fee: 736 18th Ave. NE to Bay One Appraisals</td>
<td>$50.00</td>
</tr>
<tr>
<td>804.</td>
<td>Credit Report</td>
<td>$75.00</td>
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<tr>
<td>805.</td>
<td>Reimburse to USAmirBank</td>
<td>$50.00</td>
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<tr>
<td>810.</td>
<td>Appraisal Handling Fee (both properties) to RE/MRS</td>
<td>$100.00</td>
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<tr>
<td>900.</td>
<td>Items Required by Lender to be Paid in Advance:</td>
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</tr>
<tr>
<td>901.</td>
<td>Daily Interest</td>
<td>$37.00</td>
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<tr>
<td>1008.</td>
<td>Reserves Deposited With Lender:</td>
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</tr>
<tr>
<td>1100.</td>
<td>Title Charges:</td>
<td></td>
</tr>
<tr>
<td>1101.</td>
<td>Settlement or Closing Fee to Title Insurers of Florida</td>
<td>$25.00</td>
</tr>
<tr>
<td>1102.</td>
<td>Abstract or Title Search to Old Republic Title</td>
<td>$285.00</td>
</tr>
<tr>
<td>1103.</td>
<td>Title Examination</td>
<td>$205.00</td>
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<tr>
<td>1104.</td>
<td>Title Insurance Binder</td>
<td>$328.00</td>
</tr>
<tr>
<td>1105.</td>
<td>Document Preparation</td>
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</tr>
<tr>
<td>1106.</td>
<td>Notary Fees</td>
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<tr>
<td>1107.</td>
<td>Attorney Fees</td>
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</tr>
<tr>
<td>1108.</td>
<td>Title Insurance to ORTI to Title Insurers of Florida (includes above item numbers)</td>
<td>$2,025.00</td>
</tr>
<tr>
<td>1109.</td>
<td>Leader's Coverage 234,000.00 Risk Rate Premium:</td>
<td>$25.00</td>
</tr>
<tr>
<td>1110.</td>
<td>Owner's Coverage 390,000.00 Risk Rate Premium:</td>
<td>$2,025.00</td>
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<tr>
<td>1111.</td>
<td>Florida Form 9 to Title Insurers of Florida</td>
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</tr>
<tr>
<td>1112.</td>
<td>Florida Form 4 to Title Insurers of Florida</td>
<td>$50.00</td>
</tr>
<tr>
<td>1113.</td>
<td>Florida Form 15 to Title Insurers of Florida</td>
<td>$205.00</td>
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<tr>
<td>1200.</td>
<td>Government Recreational and Transfer Charges:</td>
<td></td>
</tr>
<tr>
<td>1201.</td>
<td>Recording Fees</td>
<td>$6.00</td>
</tr>
<tr>
<td>1202.</td>
<td>City/Cnty Tax/Tax</td>
<td>$78.00</td>
</tr>
<tr>
<td>1203.</td>
<td>State Tax/State</td>
<td>$0.00</td>
</tr>
<tr>
<td>1204.</td>
<td>Intangible Tax to Clerk of the Circuit Court</td>
<td>$2,730.00</td>
</tr>
<tr>
<td>1206.</td>
<td>UCC Step up to Clerk of the Circuit Court</td>
<td>$52.50</td>
</tr>
<tr>
<td>1207.</td>
<td>UCC-1 Financing Statement to Clerk of the Circuit Court</td>
<td>$27.00</td>
</tr>
<tr>
<td>1208.</td>
<td>Receipt for Death Affidavit to Clerk of the Circuit Court</td>
<td>$44.00</td>
</tr>
<tr>
<td>1209.</td>
<td>Recording Certificate of Trust to Clerk of the Circuit Court</td>
<td>$10.00</td>
</tr>
<tr>
<td>1300.</td>
<td>Additional Settlement Charges:</td>
<td></td>
</tr>
<tr>
<td>1301.</td>
<td>Survey</td>
<td>$61.00</td>
</tr>
<tr>
<td>1302.</td>
<td>Pest Inspection</td>
<td></td>
</tr>
<tr>
<td>1303.</td>
<td>Assessment Search to Title Insurers of Florida</td>
<td>$37.00</td>
</tr>
</tbody>
</table>

1400. Total Settlement Charges (Enter on line 163, Section J and line 502, Section K) | $10,995.95 | $11,511.28
A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
Title Insurers of Florida
221 Second Avenue N.
St. Petersburg, Florida 33701
727-456-4700 fax: 727-456-4701

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Signature: Richard McGrew

Seller: Mary Ann Plimaza, as Successor Trustee of the Robert T. Plimaza Declaration of Trust dated 17th day of May, 1996

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Linda Eshenbaich

Date: April 10, 2015

WARNING: It is a crime to knowingly make false statements to the United States in this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Sections 1001 and Section 1010.
- The regulatory burden to go through the historical review process further reduces the durability of the property.
- The cost associated with these theoretical improvement option that remains below flood with a dysfunctional layout further reduces the feasibility of this option.
- Alternatively, a new home of approx. 3,200 SF could be constructed for an equivalent investment. The difference of these values is measured in excess of $300,000.

Proposed Home

736 18th Avenue NE, St. Petersburg
PROMISSORY NOTE

Borrower: Richard McElhaney
185 18th Avenue Northcote
St. Petersburg, FL 33704

Lender: USAMERIBANK
Operations Center - FL
4780 160th Avenue N.
Clearwater, FL 33762

Principal Amount: $385,000.00

Date of Note: September 17, 2015

PAYMENT. Borrower will pay this loan in 30 regular payments of $2,774.47 each and one irregular last payment estimated at $39,730.29. Borrower will make all payments due on or before the due date, and all subsequent payments are due on the same day of each month after that. The last payment will be due on April 10, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest then to principal; then to any late charges; then to any arrearage or reserve account payments as required by any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any unpaid real estate taxes; Borrower will pay Lender at Lender's address above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is calculated on the remaining balance of the loan outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is calculated using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full" or "without recourse," or similar language, if Borrower sends such a payment, Lender may accept it without altering any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: USAMERIBANK, Operations Center - FL, PO Box 17540 Clearwater, FL 33762.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.00% of the unpaid portion of the regularly scheduled payment or $10.00, whichever is greater.

DEFRAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default. Borrower fails to make any payment when due under this Note.
- Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property, or Borrower's ability to repay the Note or perform Borrower's obligations under this Note or any of the related documents.
- False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor's rights in favor of a receiver in October 10, 1918, proceeding under bankruptcy or insolvency laws, or against Borrower.
- Creditor or Forfeiture Proceedings. Commencement of foreclosures or forfeiture proceedings, whether by judicial proceeding, self-help repossession or by any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan.
- Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor's or forfeiture proceeding and if Borrower gives Lender written notice of any creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.
PROMISSORY NOTE (Continued)

Advances. A material advance change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Innocently. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

LENDER'S RIGHTS - CLARIFICATION OF TERMS. The LENDER'S RIGHTS paragraph as stated in this Promissory Note, is intended to include an Event of Default as outlined in the DEFAULT paragraph. To the extent any notice, either as a component of the Event of Default or as a component of the demand, would not be required if giving such notice would violate any applicable bankruptcy or other law.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay anyone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which include, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other items provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to a jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Pinellas County, State of Florida.

DISCHARGED ITEM. Borrower will pay a fee to Lender of $300.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is dishonored.

RIGHT OF SET-OFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Kegh account, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owed on the indebtedness against any and all such accounts.

GARNISHMENT. Borrower conveys to the issuance of a continuing writ of garnishment or attachment against Borrower's disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of Lender.

COLLATERAL. Borrower acknowledges this Note is secured by:

A. Certain Mortgages dated April 10, 2015, and recorded April 17, 2015 in O R Book 18748, Page 1131 in the Public Records of Pinellas County, Florida; followed by the certain Mortgage Modification, Future Advance and Spreader Agreement dated of even date herewith to be recorded in the Public Records of Pinellas County, Florida;

B. Assignment of Rents dated April 10, 2015, and recorded April 17, 2015 in O R Book 18748, Page 1140 in the Public Records of Pinellas County, Florida;

C. Assignment of Rents dated of even date herewith to be recorded in the Public Records of Pinellas County, Florida;

D. Commercial Security Agreement dated April 10, 2015, and of even date herewith;

E. UCC-1 Financing Statement recorded April 17, 2015 in O R Book 18748, Page 1146 in the Public Records of Pinellas County, Florida;

F. UCC-1 Financing Statement to be recorded in the Public Records of Pinellas County, Florida;

G. UCC-1 Financing Statement filed on June 1, 2015 as Instrument #201503288272 in the Florida Secured Transaction Registry;

H. UCC-1 Financing Statement to be filed in the Florida Secured Transaction Registry.

PRIORITY. That certain Promissory Note dated April 10, 2015, in the original principal amount of $234,000.00, for which Florida documentary stamp tax was paid, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for, including the increase and renewal Promissory Note dated of even date herewith is the new principal amount of $385,000.00 (collectively, "Promissory Note"). Florida documentary stamp tax will be paid in connection with the increase to the Promissory Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower and, upon Borrower's heirs, personal representatives, successors and assigns, and shall benefit the benefit of Lender and its successors and assigns.

NOTICE OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Borrower reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: USARIBANK, Operations Center - (FL), 4790 140th Avenue N., Clearwater, FL 33732.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect") any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the laws of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or enforce any of the rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.
Prior to signing this note, borrower read and understood all the provisions of this note. Borrower agrees to the terms of the note.

Borrower acknowledges receipt of a completed copy of this promissory note.

[Signature]

Florida Documentary Stamp Tax

Florida documentary stamp tax in the amount of $10.00 has been paid with respect to the promissory note dated April 10, 2015 and affixed to the mortgage dated April 10, 2015. Florida documentary stamp tax in the amount of $337.25 has been paid for this note on the mortgage dated of even date herewith in connection with the increase of $153,487.96 securing this note.
BUSINESS LOAN AGREEMENT

THIS BUSINESS LOAN AGREEMENT dated September 17, 2015, is made and executed between Richard McDermott ("Borrower") and USAMERIBANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower’s representation, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender’s sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERMS. This Agreement shall be effective as of September 17, 2015, and shall continue in full force and effect until such time as all of Borrower’s Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys’ fees, and other taxes and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender’s obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall deliver to Lender the following documents for the Loan: (1) the Note; (2) Security Agreement granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender’s Security Interests; (4) evidence of insurance as required below; (5) guarantees; (6) together with all such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender and Lender’s counsel.

Payment of Fees and Expenses. Borrower shall pay to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of Loan proceeds, and as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness subject:

Business Activities. Borrower maintains an office at 165 18th Avenue Northeast, St. Petersburg, Fl. 33704. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower’s principal office address or change in Borrower’s name. Borrower shall cause all inquiries to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower’s business activities.

Assumed Business Names. Borrower has filed or recorded all documents or forms required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower’s execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower’s properties.

Financial Information. Each of Borrower’s financial statements supplied to Lender truly and completely discloses Borrower’s financial condition as of the date of the statement, and there has been no material advance change in Borrower’s financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute, legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower’s financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower’s properties free and clear of all liens, interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower’s properties are titled in Borrower’s legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower’s ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that, there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral
BUSINESS LOAN AGREEMENT
(Continued)

shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and environment, including without limitation all Environmental Laws. Borrower warrants that Borrower and its agents to enter into upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower’s expense and for Lender’s purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower’s knowledge in investigating the Collateral for Hazardous Waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for Indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a Hazardous Waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender’s acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower’s financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower’s knowledge, all of Borrower’s tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Liens Priorities. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreement, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly accruing under Borrower’s Loan and Note, that would be prior to or that may in any way be superior to Lender’s Security Interests and rights in and to such Collateral.

Indemnity. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signatories thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notice of Changes. Promptly inform Lender in writing of (1) all noticed changes in Borrower’s financial condition, and (2) all existing or threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Statements. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower’s books and records at any time during reasonable hours.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Borrower’s balance sheet and income statement for the year ended, prepared by Borrower.

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Borrower’s Federal and other governmental tax returns, prepared by Borrower.

Additional Requirements.

Leases Required. Borrower shall provide to Lender a copy of any and all current, new, renewed, modified or extended leases with tenants upon execution during the term of the loan.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower’s properties and operations, in form, amount, coverage and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverage will not be canceled or diminished without at least thirty (30) days prior written notice to Lender. Each Insurance policy shall contain an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is entitled a security interest for the Loan, Borrower will provide Lender with such lender’s loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing Insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the Insurer; (2) the Risk Insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained; and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender, Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranty. Prior to disbursement of any Loan proceeds, furnish executed guaranty of the Loan in favor of Lender, executed by the guarantor named below, on Lender’s forms, and in the amount and under the conditions set forth in those guaranties.

Name of Guarantor: Modern Times Bay Ranch, Inc.
Amount: Unsecured

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use of Loan proceeds solely for Borrower’s business operations, unless specifically consented to the contrary by Lender in writing.

Name of Guarantor: Modern Times Bay Ranch, Inc.
Amount: Unsecured

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use of Loan proceeds solely for Borrower’s business operations, unless specifically consented to the contrary by Lender in writing.
Business Loan Agreement
(Continued)

1. Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, liens and levies, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as: (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established and maintained Borrower's assets adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

2. Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; conduct its business affairs in a responsible manner.

Environmental Matters. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testing as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local laws, rules, regulations, orders or directives, or affecting any property or facility owned, leased or used by Borrower.

Compliance with Environmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities and agencies relative to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the American With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation, and to the extent that Lender is or may become liable as a result of any such proceeding, including appropriate appeals, as long as Borrower has retained counsel in writing prior to doing so and so long as, in Lender's sole opinion, Lender's Interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's Interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loan or other property of Borrower and to verify the accuracy of the statements and reports of Borrower's books, accounts, and records and to make copies thereof. Borrower agrees that Borrower shall examine and audit Borrower's books, accounts, and records, if Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer programs) and shall make reasonable efforts to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with and in all Environmental Laws; not cause or permit to be done, as a result of an intentional or unintentional act or omission on Borrower's part or on the part of any third party, on property owned or occupied by Borrower, any environmental activity which Borrower may result to the environment, unless such environmental activity causes Borrower to be in violation of the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional act or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements or such legal documents as Lender or its attorneys may reasonably request to evidence and perfect all Security Interests.

Recovery of Additional Costs. If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation of application of any thereof by any court or regulatory or governmental authority (including any request or order not having the force of law) shall impose, modify or result in additional taxes (except federal, state, local income or franchise taxes imposed on Borrower), reserve requirements or other requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amount payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence thereof, then Borrower shall pay to Lender such additional amounts as will compensate Lender therefor within five (5) days after Lender's receipt of an explanation of such imposition or change and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's Interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to pay when due any amount Borrower is required to pay under this Agreement or any Related Documents, Lender on demand may pay any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on demand may (but shall not be obligated to) take any action that Lender believes appropriate, including but not limited to discharging or paying any taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenses incurred or paid by Lender for such purposes shall be charged to theNOTE from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be paid at maturity; (C) be advanced to Borrower and be paid with any interest payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity.

Negative Covenants. Borrower covenant and agree with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

1. Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed in Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

2. Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

3. Leases, Acquisitions and Guarantees. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.
CROWTH OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to Enroll, modify or revoke such Guarantor's security interest in the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or KPI accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or set off all sums owing against any and all such accounts.

DEFUALT. Each of the following shall constitute an Event of Default under this Agreement:

- Payment Default. Borrower fails to make any payment when due under the Loan.
- Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Guarantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.
- False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or any Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignee for the benefit of creditors, any type of creditor workouts or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
- Creditors or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply there to a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or foreclosure proceeding, an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or novates or disputes the validity of, or liability under, any Guaranty of the Indebtedness.
- Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Guarantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

DEBT SERVICE COVERAGE RATIO. It will be a requirement during the term of the loan that the Borrower maintain a minimum debt service coverage ratio of 1.25 to 1.00 based annually beginning 12/31/2015. Debt Service Coverage is calculated as NOI (defined as Not Operating Income and is equal to Net profit before interest, income taxes, depreciation and amortization) before distributions divided by subject principal and interest payments.

SOMEboUANIOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

- Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- Attorney's Fees, Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses shall include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the
BUSINESS LOAN AGREEMENT (Continued)

provisions of this Agreement.

Consent to Loan Participations. Borrower agrees and consents to Lender’s sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchase of any such participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower’s obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interest may enforce its interest irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflict of laws provisions. This Agreement has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender’s request to submit to the jurisdiction of the courts of Pinellas County, State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. Neither Lender nor any other party to this Agreement shall ever be deemed to have waived any right under this Agreement or any other document. In the event of any dispute arising under this Agreement, the parties may enter into an agreement shall be given in writing, and shall be effective when actually delivered, or if a written notice to give notice to Lender to change the party’s address. For purposes of this Agreement, Borrower agrees to keep Lender informed at all times of Borrower’s current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notices given to Lender by any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstances, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any other provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower’s successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower’s rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower’s indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. The time of the essence in the performance of this Agreement.

Waiver of Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meaning attributed to them in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement.

Advance. The word “Advance” means a disbursement of Loan funds, made, or to be made, to Borrower or any Borrower’s behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word “Agreement” means this Business Loan Agreement as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word “Borrower” means Richard McGinnis and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word “Collateral” means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest or mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor’s lien, equipment trust, conditional sale, trust receipt, lien, charge, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words “Environmental Laws” mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,
BUSINESS LOAN AGREEMENT
(Continued)


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Garnet. The word "Garnet" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other Indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means USAMERIBANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means that certain Promissory Note dated April 16, 2015 in the original principal amount of $234,000.00, for which Florida documentary stamp tax was paid, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for, including the interest and renewal Promissory Note dated of even date herewith in the new principal amount of $388,000.00 (collectively, "Promissory Note"). Florida documentary stamp tax will be paid in connection with the increase to the Promissory Note.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges other than yet due or being contested in good faith; (3) liens of materialmen, mechanics, workmen, laborers, or others, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the not value of Borrower’s assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promissory notes, security agreements, guaranties, assignments, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factors lien, equipment trust, conditional sale, trust receipt, lease or title retention, contract, lease or conveyance intended as a security device, or any other security or lien interest whatever created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 17, 2015.

BORROWER:

[Signature]

Richard Martz

LENDER:

USAMERIBANK

By: [Signature]
RECORDATION REQUESTED BY:
USAMERIBANK
Operations Center - FL
4790 140th Avenue NE
Clearwater, FL 33762

WHEN RECORDED MAIL TO:
USAMERIBANK
Operations Center - FL
PO Box 17640
Clearwater, FL 33762

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed $485,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and Interest on such amounts.

THIS MORTGAGE dated April 10, 2016, is made and executed between Richard McGinnies, an unmarried man, whose address is 166 18th Avenue Northeast, St. Petersburg, FL 33704 (referred to below as "Grantor") and USAMERIBANK, whose address is 4790 140th Avenue NE, Clearwater, FL 33762 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all easements, rights of way, and appurtenances, all water, water rights, watersources and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, privileges, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Pinellas County, State of Florida:

West 64 feet of Lot 3, Block 68, REVISEd PLAT OF BLOCKS 37, 38, 66, 67 AND 68, and Water Loto A to V, inclusive in SHELL & HAMMETT'S NORTH SHORE SUBDIVISION, a subdivision according to the plat thereof recorded at plat Book 4, Page 33, in the Public Records of Pinellas County, Florida.

The Real Property or its address is commonly known as 736 18th Avenue Northeast, St. Petersburg, FL 33704. The Real Property tax identification number is 17-31-17-85221-089-0030.

THE PROPERTY HEREBY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender or its assignee may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE
NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $254,900.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rent from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substances by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, any breach or violation of any Environmental Laws; (3) no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substances on, under, about or from the Property by any prior owners or occupants of the Property, or (4) any actual or threatened release or threatened release of any kind by any person residing on such matters; and (5) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substances on, under, about or from the Property; and (6) any such activity shall be conducted in compliance with all applicable federal, state, local and/or ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with the terms of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor or any party is deprived of the right to operate or sell the Property or to be able to sell the Property, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all losses, liabilities, damages, penalties, and expenses which Lender may sustain or suffer resulting from a breach of this provision of the Mortgage or as a consequence of any use, generation, manufacture, storage, treatment, disposal, release or threatened release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisances, Waste. Grantor shall not cause, construct or permit any nuisance or permit, permit, or suffer any stoppage or waste or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, ore, sand, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Lien. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's Interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's Interests.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale of or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale, and any other conveyance by deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.
MORTGAGE (Continued)

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes,royalties,special taxes,assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or materials furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens expressly agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Lender may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligor under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work to be commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics lien, materialmen's lien, or other lien could be asserted against the Property. Grantor shall immediately deliver to Lender an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the occurrence. Whether or not Lender's security is impaired, Lender may, at Lender's option, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after the date of receipt by Grantor and which Lender has not committed to the repair or replacement of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENSES. If any action or proceeding to commence that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, fees, security interests, indemnities and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's election, will (A) be payable on demand; (B) be added to the balance of the Note and be evidenced among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of those amounts. Each right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all
time and trouble without other than those set forth in the Real Property description or in any title insurance policy, title report, or title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantee has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Default of Title. Subject to the exception in the paragraph above, Grantee warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantee’s title or the interest of Lender under this Mortgage, Grantee shall defend the action at Grantee’s expense. Grantee may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender’s own choice, and Lender will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantee warrants that the Property and Grantor’s use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantee in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor’s indebtedness shall be paid in full.

CONSIDERATION. The following provisions relating to consideration proceeding a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantee shall promptly notify Lender in writing, and Grantee shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantee may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantee will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Appraisals of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys’ fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantee shall pay or cause to be paid all taxes, fees and charges, and Lender shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender’s lien on the Real Property. Grantee shall indemnify Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of this indebtedness secured by this Mortgage; (2) a specific tax on Grantee which Grantee is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) any specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantee.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any of its available remedies for an Event of Default as provided below unless Grantee either (1) pays the tax before it becomes delinquent, or (2) contacts the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantee shall take whatever action is requested by Lender to perfect and continue Lender’s security interest in the Real Estate. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantee, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantee shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantee shall not remove, sever or detach the Real Estate from the Property. Upon default, Grantee shall assemble any Pledged Property at the request of Lender, shall be responsible for the Property in a manner and at a place reasonably convenient to Lender and shall make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Advertisements. The mailing addresses of Grantee (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained are stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantee will execute, acknowledge and deliver, or will cause to be made, executed or delivered, to Lender or to Lender’s designee, and when requested by Lender, cause to be filed, recorded, notarized, or recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all
such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, assignments, and all other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the fees and security interests named in this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purposes of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a satisfactory satisfaction of this Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Lender and Grantor.

In Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents causes to be in full force and effect (including failure of any collateral or document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and depósito with Lender money or a surety bond for the creditor or forfeiture proceeding in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breaches of Other Agreements. Any breach of Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether ending now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revoked or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Changes. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment of the Indebtedness is impaired.

Insecurity. Lender, in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accommodation Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collected Rents. Lender, personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may evacuate Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property.
MORTGAGE
(Continued)

Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender, Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor’s or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an adjudicated equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property, to proceed with the foreclosure sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may remain without bond if permitted by law. Lender’s right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Penalties. Lender may obtain a judicial decree foreclosing Grantor’s interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy of Seizure. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender’s option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any part of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Execution ofLE BEnO. By Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor’s failure to perform, shall not affect Lender’s right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys’ Fees. Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may allow reasonable as attorneys’ fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender’s opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until paid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender’s reasonable attorneys’ fees and Lender’s legal expenses, whether or not there is a lawsuit, including reasonable attorneys’ fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay all court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telecommunication (unless otherwise required by law), when deposited with a recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage paid, directed to the address shown on the face of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Grantor agrees to keep Lender informed of all times of Grantor’s current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the
MORTGAGE
(Continued)

peties as to the parties as set forth in the Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been executed by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Pinellas County, State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in enforcing any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with such provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Solvency. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstances, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstances. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Eligible. There shall be no merger of the interest or estates created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any Jury trial in any action, proceeding, or counterfeit brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically defined to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America.

Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means Richard McMillian and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Defeas. The word "Defeas" means the Default set forth in this Mortgage in the section titled "Default.


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Richard McMillian.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or
physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest senses and include without limitation any and all hazardous or toxic substances, materials or wastes defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and derivatives.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under the Mortgage, together with interest on such amounts as provided in this Mortgage.

Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means USAMERIBANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated April 10, 2016, in the original principal amount of $234,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is April 10, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all additions, parts, and supplements to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR: [Signature]

[Signature]

[Signature]
INDIVIDUAL ACKNOWLEDGMENT

STATE OF  

FLORIDA  

COUNTY OF  

PINELLAS  

The foregoing instrument was acknowledged before me this 10 day of APRIL 2015 by Richard McGinniss, who is personally known to me or who has produced DANIEL W. MOYER as identification.

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
2014 Roll Details — Real Estate Account at 145 18TH AVE NE, ST PETERSBURG

2014 Details

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<thead>
<tr>
<th>Year</th>
<th>2016</th>
<th>2015</th>
<th>2014</th>
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GetBtns by Email

PAID 2014-12-05 55 356.43
Effective 2014-12-29
Receipt R197736

Owner: BC GENITOS RICHARD
Address: 147 2ND AVE S STE 213
ST PETERSBURG, FL 33701
S/N: 145 18TH AVE NE
ST PETERSBURG

Account number: R197736
Parcel Number: 10 3517 55192 002 0123
Millage code: 50 - ST PETERSBURG FS
Millage rate: 22.8743
Assessed value: 254,129
School assessed value: 254,129

Exemptions

ADDITIONAL HOMESTEAD: 25,000
HOMESTEAD: 25,000

2014 Assessment:

Ad valorem: $5,551.49
Non-ad valorem: $0.00
Total Discrepancy: $5,551.49
No Discount TAWA: $0.00
Total Tax: $5,551.49

Legal Description:

SHELL & MANSFIELD'S NORTH SHORE ADD Blk 21 L07 3

Property Appraiser

Property class:
Range: 17
Township: 31
Section: 15

Neighborhood: SHELL & MANSFIELD'S NORTH SHORE ADD
Blk: 22
Lot: 2013
Use code: 2013
Total acres: .005

Visa, MasterCard, Discover - Check

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Help - Contact us - Terms of service - Tax Collector home


1/2
## 2014 Roll Details - Real Estate Account at 146 18TH AVE NE, ST PETERSBURG

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</tbody>
</table>

Get bills by email

PAID 2014-2243 55-336-42
Effective 2014-12-01
Receipt # R955-341-8397

Owner: MG GINNESS RICHARD
147 2ND AVE S STE 210
ST PETERSBURG, FL 33710
Phone: 146 18TH AVE NE
ST PETERSBURG

Account number: R197776
Parcel Number: 18 34133341 710331 0139
Millage code: 55 5 - ST PETERSBURG PR
Millage rate: 22.8749

Assessed value: 284,120
School assessed value: 284,120

Extensions
ADDITIONAL HOMESTEAD: 20,600
HOMESTEAD: 20,000

2014 Annual bill
Ad valorem: 55,514.99
Non-ad valorem: 50.00
Total (Discountable): 55,514.99
Non-Discountable: 0.00
Total tax: 55,514.99

Legal description:
SNEAL & HALEETTS NORTH SHORE ADD B/4 22, LOT 2

Property class
Range: 17
Township: 31
Section: 18

Neighborhood: SNEAL & HALEETTS NORTH SHORE ADD
Block: 22
Lot: 22
Use code: 0817
Total acres: 0.00

VISA
MASTERCARD
DISCOVER
CHECK

Appraisal Report

Property Address: 738 18th Ave NE, St. Petersburg, FL 33704

Legal Description: Snell & Hamlin’s North Shore Add, Rev. Plat Blk 66, SI 54 ° n Lot 3

Appraiser: Richard McCallum

Date: 3-31-17

Market Area: Old Northeast

The purpose of this appraisal is to develop an opinion of the current market value of the property. This report reflects the information as of the effective date.

The subject is located in the Old Northeast area of St. Petersburg. This is an area comprised primarily of one and two story homes. Downtown St. Petersburg is just south of this neighborhood, and shopping and restaurants are also nearby on 4th Street N.

The subject is a single family home in a residential area. The zoning allows single family, and the highest and best use is the current use.

General Comments: No adverse comments, encroachments were noted. The lot appears suitable for the improvements. Reportedly this block has been designated a historic block, which may restrict future new development.

Additional Features: Entry porch, screen in-ground pool, and fireplace, one car open space.
### Appraisal Report

**SALES COMPARISON APPROACH TO VALUE**

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>SUBJECT</th>
<th>COMPARABLE SALE # 1</th>
<th>COMPARABLE SALE # 2</th>
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<td>Address</td>
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<tr>
<td>City</td>
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<td>Total Living Area</td>
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<td>2,934 sq ft</td>
<td>2,800 sq ft</td>
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<tr>
<td>Basement</td>
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<td>No</td>
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</tr>
<tr>
<td>Fireplaces</td>
<td>Total</td>
<td>3</td>
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<tr>
<td>Baths</td>
<td>Total</td>
<td>3</td>
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<tr>
<td># of Stories</td>
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<tr>
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<td>$392,000</td>
<td>$392,000</td>
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**SALES COMPARISON APPROACH**

*The sale was $415,000 and not currently under contract.*

**APPRAISER**

**Appraiser Comments**

**Adjustments**

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<tr>
<th>Adjustment</th>
<th>Description</th>
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<td>Total Living Area</td>
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### Comparative Sales

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<tr>
<th>Date Sold</th>
<th>Sale Price</th>
<th>Living Sq. Ft.</th>
<th>Price per Sq. Ft.</th>
<th>B/B/A</th>
<th>Garage</th>
<th>Pool</th>
<th>Other</th>
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<tbody>
<tr>
<td>4/15/2015</td>
<td>$392,000</td>
<td>2,360 sq ft</td>
<td>$169.45</td>
<td>3/2</td>
<td>No</td>
<td>No</td>
<td>N/A</td>
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<tr>
<td>3/17/2015</td>
<td>$327,250</td>
<td>1,843 sq ft</td>
<td>$177.65</td>
<td>3/2</td>
<td>No</td>
<td>No</td>
<td>N/A</td>
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<tr>
<td>12/16/2018</td>
<td>$339,000</td>
<td>1,976 sq ft</td>
<td>$172.55</td>
<td>3/2</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>11/16/2018</td>
<td>$345,000</td>
<td>1,976 sq ft</td>
<td>$172.55</td>
<td>3/2</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Summary of Sales Comprison Approach**

- The three "gridded" sales were all MLS listed homes from the Old Northeast market area.
- Although having Old NE locations, these blocks being to the west are generally less desirable due to location adjustments area made. There was one listing found on the subject block, 725 16th Ave NE, with an Ask of $785K and it is under contract with an offer of $825K. This 1955 built home is much larger vs subject (has 3,703sf).

The adjusted sale prices (rounded) of the three comps are $494K, $471K and $499K. Considering all data, and using a blended weighting of the sales, a rounded $490,000 is used as the final value estimate of the Sales Comparison Approach.

**Proposed Second Value:**

I am providing an additional estimated value of the subject if renovation, with an approx. renovation cost of $72K. As per owner, these homes are in Old NE but on less appealing blocks vs subject.

**Adjusted Sale Price**

- Net: $480,000
- Gross: $490,000

**Proposed Value:**

- Net: $552,000
- Gross: $572,000

**Final Value:**

- Net: $552,000
- Gross: $572,000
Scope Of Work, Assumptions, & Limiting Conditions

<table>
<thead>
<tr>
<th>Property Address: 736 18th Ave NE</th>
<th>City: Saint Petersburg</th>
<th>File No: R170306A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client: Richard McGinnis</td>
<td>State: FL</td>
<td>Zip Code: 33704</td>
</tr>
<tr>
<td>Appraiser: Brian Robinson, Cert Res R2782</td>
<td>Address: 736 18th Ave NE, Saint Petersburg, FL 33704</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 1199 18th St N, St. Petersburg, FL 33705</td>
<td></td>
</tr>
</tbody>
</table>

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- This report will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and the owner will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have been asked to estimate the potential for improving the property or to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser’s determination of its site. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available land maps that are provided by the Federal Emergency Management Agency or other data sources and has noted in the appraisal report whatever the subject is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

If the cost approach is included in this appraisal, the appraiser has assigned the value of the land, in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are not intended to be used as such.

The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, unoccupied, inadequately maintained, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that the appraiser becomes aware of during normal research involved in preparing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unseen conditions of the property or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser’s client is the party (or parties) who engages an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser’s client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser’s client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed to anyone in the public, through publishing, public relations, news, sales, or by means of any other media, or by inclusion in a private or public database.
- An appraisal of real property is a ‘‘view inspection’’ and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser’s opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, either than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is in the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the intended Use(s), the intended Use, the identified Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser appraised firm and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work):

In preparing this appraisal, I have personally inspected both the exterior and an interior of the subject property, and have noted the characteristics of the property that are considered relevant to its valuation. I have researched market data for use in a Sales Comparison Approach. I have done research for comparable sales properties in both public records and in our local MLS system. The properties that were considered similar in their physical characteristics and location are viewed from the exterior (street), and those that are most similar are used as comparables in the attached form report. Verification of sales is done with combinations of their tax roll records and MLS, and in some instances, conversations with either the listing or selling Realtors and buyers/believers.
Certifications

Client Address: 736 18th Ave NE
City: Saint Petersburg
State: FL
Zip Code: 33704

Appraiser Address: 736 18th Ave NE, Saint Petersburg, FL 33704

APRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

— The statements of fact contained in this report are true and correct.

— The credibility of this report, for the stated use(s) by the stated user(s), of the reported analyses, opinions, and conclusions is limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

— I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

— I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

— My engagement in this assignment was not contingent upon developing or reporting predetermined results.

— My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

— I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

DEFINITION OF MARKET VALUE:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated,
2. Both parties are well informed or well advised and acting in what they consider their own best interests,
3. A reasonable time is allowed for exposure in the open market,
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.
APPRAISAL AND REPORT IDENTIFICATION

This Report is for

☐ Appraisal Report
☐ Restrictive Appraisal Report
☐ Special Use Appraisal Report

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

☐ The statements of fact contained in this report are true and correct.
☐ The reports of other real estate appraisers, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are not personal, impartial, and unbiased, and unbiased professional opinions, and conclusions.
☐ Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report or in the personal interests or the parties involved.
☐ Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, requiring the property that is the subject of this report except as stated in the scope of work, as disclosed elsewhere in this report.
☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
☐ My engagement in this assignment was not contingent upon developing or reporting pre-determined results.
☐ My compensation for completing this assignment is not contingent upon the development or reporting of a pre-determined value or direction is in favor of the client, the amount of the value opinion, the composition of the panel, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
☐ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
☐ Unless otherwise indicated, if I have made a personal inspection of the property that is the subject of this report.
☐ Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (there are exceptions: the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER:

Signature: [Signature]
Name: Brian Robb, RFA
State Certification #: FL-Certined RFA #27828
Date of Certification or License: 11/28/2016
State: FL
Effective Date of Appraisal: April 4, 2017
Inspection of Subject: None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): April 4, 2017

SUPERVISORY or COP-APPRASER (If applicable):

Signature
Name:
State Certification #: FL-Certined RFA #27828
Date of Certification or License: 11/28/2016
State: FL
Effective Date of Appraisal: April 4, 2017
Inspection of Subject: None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): April 4, 2017
Subject Front

- Address: 736 18th Ave NE
- GLA: 1,958
- Total Rooms: 8
- Total Baths: 2.1
- Location: Old NE / Gd
- View: Residential
- Year Built: 1925

Subject Rear

Subject Street
Photograph Addendum

Stairs/Client: N/A
Property Address: 736 18th Ave NE
City: Saint Petersburg
County: Pinellas
State: FL
Zip Code: 13784

staircase

m bedroom

m bath

bedroom

bath

bedroom
Comparable 1
325 18th Ave NE
Prox to Sth 0.33 miles W
Sale Price $460,000
G.L.A. 2,034
Tot Rooms 8
Tot Bedrooms 4
Tot Bathrooms 3
Location Old NE / Avg +15%
View Residential
Site 4,400sf
Quality Average
Age Built 1925

Comparable 2
116 20th Ave NE
Prox to Sth 0.52 miles W
Sale Price $392,000
G.L.A. 1,601
Tot Rooms 7
Tot Bedrooms 3
Tot Bathrooms 2
Location Old NE / Avg +10%
View Residential
Site 4,291sf
Quality Average
Age Built 1925

Comparable 3
416 21st Ave NE
Prox to Sth 0.31 miles NW
Sale Price $495,000
G.L.A. 1,854
Tot Rooms 8
Tot Bedrooms 4
Tot Bathrooms 3
Location Old NE / Avg +16%
View Residential
Site 6,830sf
Quality Average
Age Built 1915
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE  FL 32399-0783

850-487-1395

HOCKENSOMTH, TOM
1100 16TH STREET NORTH
ST PETERSBURG  FL 33705

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Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida and congratulations on your new license!

DETACH HERE

RICK SCOTT GOVERNOR
KEN LAWSON SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER:
RD1405

The CERTIFIED RESIDENTIAL APPRAISER
Named below is CERTIFIED
Under the provisions of Chapter 475 FS
Expiration date: NOV 30, 2018

HOCKENSOMTH, TOM
1100 16TH STREET NORTH
ST PETERSBURG  FL 33705

ISSUED  11/16/2016
DISPLAY AS REQUIRED BY LAW
SEQ # L1611620471432

Form SCHUL — WinTUAL appraisal software by a la mode inc. — 1-800-ALAMODE
Qualifications of Thomas Hockensmith, SRA
Senior Managing Director
Valbridge Property Advisors | Entrekenn Associates, Inc.

<table>
<thead>
<tr>
<th>Qualifications of Thomas Hockensmith, SRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Managing Director</td>
</tr>
<tr>
<td>Valbridge Property Advisors</td>
</tr>
</tbody>
</table>

# Independent Valuations for a Variable World

## State Certification
- Florida State Certified Residential Real Estate Appraiser RD1405

## Education
- Bachelor of Science
- Eckerd College, St. Petersburg, FL

## Contact Details
- 727-894 1800 x 212 (p)
- 727-823-8315 (f)
- thockensmith@valbridge.com
- Valbridge Property Advisors | Entrekenn Associates, Inc.
  1100 16th Street North
  St. Petersburg, FL 33705
- www.valbridge.com

## Membership/Affiliations:
- Appraisal Institute - SRA Designation

## Appraisal Institute & Related Courses:
- Analyzing Operating Expenses
- Residential Design & Functional Utility
- Reviewing Residential Applications & Using Fannie Mae Form 2000
- Business Practices and Ethics
- Property Tax Assessments
- Appraisal Laws & Rules and USPAP Update
- Foreclosure Basics for Appraisers
- Appraisal of 2-4 Family & Multi-Family Properties
- Challenging Assignments for Residential Appraisers
- Supervisor Trainee Roles & Relationships

## Experience:
- Senior Managing Director
  Valbridge Property Advisors | Entrekenn Associates, Inc. (2013-Present)
- Principal
- Senior Appraiser
- Prior Experience
  Associate Appraiser for local SRA (1989-2002)

Appraisal/valuation and consulting assignments for all types of residential properties including many high end Sf homes. Expert witness testimony relating to residential values has been given in Pinellas, Hillsborough and Pasco Counties.
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants and they keep Florida’s economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department’s initiatives.

Our mission at the Department is License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

ROBINSON, BRIAN FRANK
1100 16TH ST N
ST PETERSBURG FL 33705

ISSUED 11/27/2018 DISPLAY AS REQUIRED BY LAW SEO # L1611270001795
Qualifications

Resume
Brian F. Robinson
Certified Residential Appraiser
RD 7828 FL

Appraisal Work History
Valbridge Property Advisors-Entrek Inc Inc. 9/2012 to Present
All residential property appraisals per clients request.

Dennis Noto & Associates, 2012 to 9/2012
Commercial appraisal assistant. All residential as needed.

Maloney & Company, 1994 - 2011

Developed appraisal foundation fundamentals.

Appraisal Type
Current licensed in Illinois and Florida. Residential. 2-4 unit income, High & Low Rise condominiums, vacant sites, new construction, renovation/conversion projects, acquisition and Highest & Best Use analysis. Price range $1,000 to $9,000,000. Majority between $250,000 to $1,000,000.

Client List

Work History
Professional Baseball player, 1983 - 1988
Real Estate Sales Agent, 1990 - 1992

Education
Northeastern University, Illinois, BA degree
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<td>01.10 Misc labor (Misc. Labor)</td>
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Form SCHNGL — "WATOTAL" appraisal software by a la mods inc — 1-800-ALAMODE
### Proposed Cost Figures - Page 3

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### Proposed Cost Figures - Page 4

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June 26, 2017

The City of St. Petersburg
The Community Planning and Preservation Commission

Re: 736 18th Avenue Northeast

I am a lifelong resident of Tampa Bay and a passionate advocate of all things Tampa Bay – history, architecture, urban planning, landscape/cityscape design, neighborhoods, historic preservations, food, sports teams and all local culture.

I am also a registered architect that has served on multiple advisory boards, committees, groups and panels associated with architectural design and historic preservation. I participated in the writing of the Hyde Park Historic District design guidelines in the 1980s and served on the Barno Latino Commission which is the official architectural board for the Ybor City National Register Historic District which oversees and approves—or denies—all new construction, renovations and demolitions. I served for six years and was chairman for two. I am also a former adjunct professor of architecture at the University of South Florida College of Architecture and Community Design where I taught advanced, graduate level design.

And over the decades, I have spoken out on behalf of many historic buildings on the chopping block including the remarkable Vinoy Hotel, which came very close to demolition in the early 1980s and the beautiful Soreno Hotel, which of course, was lost.

That said—no every old building in the world should be preserved.

The subject house here is an example.

There is nothing special, unique or singular about it. It is basic and rudimentary and does little to improve the spirit of the neighborhood, city or street. It does not inspire.

It is also architecturally generic in a part of the world that is NOT generic. Our culture and climate engenders some very unique, wonderful and special architecture of which this house is not. It could be any state or climate in the US.

It is not in the same galaxy as the beautiful craftsman bungalows found in the neighborhood with their low-pitched roofs, exposed beams, big overhangs and inviting, socially engaging front porches. Nor does it have any of the grandeur and dignity of the area’s neoclassical or Queen Ann houses or the whimsy or romance or charm of the area’s many fine Mediterranean/Venetian/Spanish revival style buildings.

For this house to contribute to the neighborhood/street in any significant way, it would have to undergo major additions/alterations that would be out of character with the original design/style of the house and in conflict with the The Secretary of the Interior Standards for the Treatment of Historic Properties.

A front porch would have to be added along with trim, details, molding, etc. which were never part of the original design. Which is not preservation.

(The fact that this house has no front porch in a neighborhood full of porches or any kind of covering or protection over the front door at all is arresting and a fundamental, unforgivable breach of core design principals... especially in Florida with all our rain.)

According to the Secretary of the Interior standards, the proper restoration/renovation of contributing buildings is based on four treatments:

1- preservation- this requires retention of all original architectural features and details as built on the original building—as built.
2. rehabilitation - adding on for code/safety purposes but maintaining the original character and spirit of the building
3. restoration - restoring buildings to their most significant period, removing any and all nonconforming and/or inappropriate additions
4. reconstruction - re-creating the original style/character/design of a building that has been poorly managed/sustained over its life

None of these apply here.

Demolition and something new... something carefully and sympathetically designed, would make this small piece of the neighborhood and city a better place. What the new design is, is another discussion that is distinct from this one.

This is a meek little house that does not contribute to the local historic district nor does it have any significance as a local historical architectural landmark. It should be replaced with something more handsome and accommodating.

Within Old Northeast, there are hundreds of beautiful, significant houses and buildings that combine to make it one of Tampa Bay's most beautiful and desirable neighborhoods and every effort should be made to save, preserve and restore them.

The house in question here is not one of them.

Sincerely,

Joe Tosh
736 Site Plan

The proposed home solves for the current inconsistencies of scale, setbacks, and its relationship to 18th Avenue. Of equal importance, the proposed design embraces the “grand reticence” of its neighbors by carefully orchestrating scale, style, and detail. The home is designed by Don Cooper of Cooper Johnson Smith, the renowned architects and planners whose mission is “creating environments that are both timeless and innovative.” Don has embraced in essence of the colonial style of its predecessor, using pitched roofs and employing the rich detailing exemplified by the golden era of the 1900’s and as evidenced by the other adjacent homes.

These details include generous paneled overhangs with exposed rafter “tails”, authentic operable shutters, divided window panels and hand craft doors and gates. Although inspired by colonial scale and proportions, the home also embraces the Florida climate and lifestyle. It is designed around a courtyard resulting in a smaller footprint of the home and a scale that falls well within the range of other homes in the neighborhood. Hunter Booth and associates have designed the courtyard and other landscaping features.

In sum, the proposed home is being designed by an all-star team and in particular the 700 block will be gracious neighbor and add to the architectural heritage of the Old Northeast.
Richard McGinniss Experience

Richard is a veteran homebuilder and historical preservationist. The following provides examples of Richard’s personal homes he has built and or renovated. He will be residing at 736 18th Ave NE so it will be assured that he will take the same level of care in the redevelopment of this parcel as he has done with his previous homes. We have also included examples of homes he has built for others in Old Northeast along with an article written by Emily Elwyn complimenting how well the homes fit within the Old Northeast neighborhood.

Richard has lived in 6 homes. All except one (shown below) have been historical restoration projects. He has also built over 50 homes in and adjacent to historically significant sites in partnership with conservation groups. If 736 was a candidate for restoration, he would be qualified to do it but it is not.

Vintage 1920’s house included full restoration and extension

- 7th Highest value home sold in South Tampa 2016

House designed and built within design review standard that Richard authored for colonial architecture.

- Current Value – 2.7 Million
Black Cat Farm
42 Glezen Lane, Wayland, MA

Richard McGinnis was personally solicited by Sudbury Valley Trustees and the Wayland Historical Commission to re-develop what was a decrepit, neglected hodgepodge of various additions to what was an original house built in the early 1800’s by the first settlers of Wayland, MA. This project included removal of 3000 SF of 1900 additions and a complete restoration of the 1840’s house and barn bringing the property streetscape back to its original state. Property was contiguous with another project that Richard developed with Sudbury Valley Trustees – one of the largest land preservation projects in suburban Boston. The resulting re-building of the original house and barn coupled with a 6000 SF main house was a very successful adaptive re-use of this property.

Approximate market value $4,000,000
MTBH Homes Completed in Old NorthEast

165 18th Ave NE
Oak St.
168 18th Ave NE

These homes have established new prices in their respective price categories.
Preserving the Character of The Old Northeast

Part of an on-going conversation about preservation in The Historic Old Northeast

To Tear Down or Not to Tear Down

by Emily Ehren

Infill is the devil of all historic neighborhoods, and The Historic Old Northeast is no exception. What is appropriate to build in a historic neighborhood? As the economy heats up, we are seeing the smaller, older homes torn down and new larger homes built in their place. What these homes look like will determine the way our neighborhoods will look for the next 100 years.

The majority of our homes were constructed when the neighborhood was platted during the real estate boom of the 1920s, although we have many mid-century ranch and minimal traditional bungalows dating from the second real estate boom of the 1950s. Many of these homes are small, built for winter vacationers or as retirement homes for Northerners. These modest bungalows and mid-century homes amongst the large oaks are a danger of disappearing if we are not careful.

Our original homes will dramatically change the look and feel of our beloved neighborhood and ultimately, impact the property values of all the surrounding homes.

The problem of infill is found in every neighborhood in the city, but none as a threat as the National Trust for Historic Preservation listed The Historic Old Northeast as one of the 11 Most Endangered Places in 2002. According to Richard Moore, the former President of the National Trust, historic neighborhood integrity is diminished as trees are removed, backyards are eliminated and sunlight is blocked by out-of-scale home. Another factor to consider is the social and economic disparity that makes neighborhoods like The Historic Old Northeast so appealing is reduced as the small homes replace the more modest affordable ones.

However, we should not expect desirable neighborhoods to stagnate with no new development. Neighborhoods have always evolved and changed. Buildings "learn," meaning they adapt to the needs of the modern resident and change as the expected family changes. The "open-floor plan concept" with its gathering kitchen/bowling into the entertainment room still would seem as unlikable to our grandparents' generation as the sleeping porches and minuscule closets seem to us. We need to renovate our homes in a way that fits our modern needs. How we add on to our homes should consider the long term use and how they will relate to others on the block.

Sometimes it is impossible to add on and open up a too small home, and rather than leave a family optics to demolish the existing home and rebuild something anew. Other times savvy real estate investors recognize that not everyone who wants to live in an older home wants to live in an older home. This is where a developer or neighbor needs to be cognizant of how the infill will affect the neighborhood as an entity.

When a 5,500 square foot home goes up every bit of the allowable height and set back of a historic home will disappear. A recent tear down on the 100 block of 16th Avenue NE allowed us to build next to a lovingly restored 1,300 foot Craftsman Bungalow. It is the bungalow that suffers the devastation. Its charm is moldered by the garage home next to it.

Too often contemporary homes in historic neighborhoods try to replicate the historic elements of another era but do so in a way that looks like a character of the originally charming homes. Historic elements are difficult for even the best architect to recreate. Too often the scale is all wrong creating a visually difficult home.

Infill homes too often do not line up with the rest of the homes on the block. As a "traditional neighborhood," the City of St. Petersburg allows a streamlined variance to keep new construction in line with the surrounding properties. This means that if the zoning already requires a 25-foot set back, the surrounding properties all have a 25 foot set back, the new home can be granted a variance. This is the most significant feature in ensuring infill housing fits compatibly within those around. When a house does not line up with the neighborhood on the block, that is not a smile with a missing tooth.

Modern style infill homes can and should be built in the neighborhood and as well built not take away from our historic character. A well-designed contemporary house can be compatible with our neighborhood evolving character if it has the same scale, massing and relative size to our neighbor. Excellent examples of contemporary infill exist throughout the city. These homes are clearly contemporary but use an architectural vocabulary that matches the surrounding structures. For example, the newly constructed home on 11th Street and 19th Avenue NE (see photo page 22) has a full facade front porch like its neighbors. On 12th Avenue and 50th Street NE (see page 20 bottom), the contemporary home is comparative in size to the surrounding homes and is inspired by the design of the surrounding homes.

One final thought: if we are truly concerned about preserving the look and feel of our neighborhood as well as our property values, we must once again begin the painstaking process of historic district designation. The City is currently reviewing its historic preservation ordinance with an eye to craft it to look more like that of other cities. Small changes would make it much easier to designate the neighborhoods that are so important to St. Petersburg. With historic district designation, we would have design review of all infill homes which would go a long way to protect our investments and our neighborhood for the next 100 years.

Emily Ehren is an active preservation consultant and current President of St. Petersburg Preservation. She and her family are currently completing the own infill of a home on 16th Avenue NE.
Current Examples of Collaboration Between
HONNA & MTBH

Despite the success of our first contemporary homes, we received some negative input from the City Council Members, HONNA & a minority of residents. We decided to bridge the gap and mesh my background in developing traditional homes with modern interiors as a goodwill gesture to those that opposed our architectural style in Old Northeast.

The following projects were approved by City Council and how they have been voluntarily redesigned to conform to all constituents.

146 18th Ave NE
(APPROVED)

146 18th Ave NE
(PROCEEDING)

255 11th Ave NE
(APPROVED)

255 11th Ave NE
(PROCEEDING)
SUMMARY

- The restoration of this structure is not feasible. It lacks any vestige of historical detail, and is structurally deficient.
- A forced renovation or "leave it alone" option presents a severe economic hardship to the McGinniss family.
- Public support of a tear down option was supported and documented by the proponent's presentation to the City Council. This application would not run counter to that position.
- The proposed design is appropriate in scale and character to the neighborhood.
- Without moving forward with replacement option we stay still stuck with a structurally failing home.
AFFIDAVIT TO AUTHORIZE AGENT

I am (we are) the owner(s) and record title holder(s) of the property noted herein

Property Owner's Name: Richard McGinniss

This property constitutes the property for which the following request is made

Property Address: 736 18th Avenue, NE, St. Petersburg, FL

Parcel ID No.: 17-31-17-83221-068-0030

Request: Certificate of Appropriateness

The undersigned has (have) appointed and do (do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)

Agent's Name(s): R. Donald Mastry

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property

If (we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): [Signature]

Printed Name: Richard McGinniss

Sworn to and subscribed on this date

Identification or personally known:

Notary Signature: [Signature]

Date: 7-11-17

Commission Expiration (Stamp or date):

City of St. Petersburg - One 4th Street North - PO Box 2842 - St. Petersburg, FL 33731 - (727) 863-7471

www.stpete.org/doc
Appendix B

Tax Roll Details
2015 Roll Details — Real Estate Account At 736 18TH AVE NE, ST PETERSBURG

PAID 2016 2015 2014 2013 ... 1999
Get Bills by Email
PAID 2015-11-25 $9,049.25
Effective 2015-11-24
Receipt #755-15-070404
Owner: MC GINNESS RICHARD
147 2ND AVE S UNIT 219
ST PETERSBURG, FL 33701-4387
Site: 736 18TH AVE NE
ST PETERSBURG
Account number: R185980
Parcel Number: 17/3/17/83221/010/0000
Millage code: SP - ST PETERSBURG
Millage rate: 2.2786
Assessed value: 413,535
School assessed value: 413,535

2015 Annual bill
Ad valorem: $9,049.18
Non-ad valorem: $0.00
Total Discountable: 9423 18
No Discount NAVA: 0 00
Total tax:

Legal description
SNELL & HAMLETT'S NORTH SHORE ADD REV, REPLAT BLK 68, M 54 FT OF LOT 3

Location
Property class:
Range: 17
Township: 31
Section: 17
Neighborhood: SNELL & HAMLETT'S NORTH SHORE ADD REV
REPLAT
Block: 068
Lot: 0003
Use code: 0110
Total acres: 0.000

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2016 Roll Details — Real Estate Account At 736 18TH AVE NE, ST PETERSBURG

<table>
<thead>
<tr>
<th>Year</th>
<th>2016</th>
<th>2015</th>
<th>2014</th>
<th>2013</th>
<th>1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status</td>
<td>PAID</td>
<td>PAID</td>
<td>PAID</td>
<td>PAID</td>
<td>PAID</td>
</tr>
</tbody>
</table>

Get Bills by Email

PAID 2017-05-05 811 276 53
Effective 2017-05-02
Receipt 7-15-16-000224

Owner: MC GINNIS, RICHARD
17 2ND AVE S STE 210
ST PETERSBURG, FL 33701-4387
Site: 736 18TH AVE NE
ST PETERSBURG

Account number: R185980
Parcel Number: 1701/17/0321/1266/0030
Millage code: SP - ST PETERSBURG TR
Millage rate: 22.3213

Assessed value: 499,921
School assessed value: 499,921

2016 Annual bill

Ad valorem: 519,926 73
Non-ad valorem: 00 00
Total Discountable: 10926 73
No Discount NAVA: 0 00
Total tax:

Legal description

SNEILL & HAMMETT'S NORTH SHORE ADD REV. REPLAT BLM BK 154 LT 440 OF LOT 3

Location

Property class:
Range: 17
Township: 31
Section: 17
Neighborhood: SNEILL & HAMMETT'S NORTH SHORE ADD REV
REPLAT
Block: 088
Lot: 0000
Use code: 0110
Total acres: 0 000

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9/5/2017
Appendix C

Pinellas County Property Appraiser

General Information – 736 18th Avenue Northeast
**17-31-17-83221-068-0030**  
*Compact Property Record Card*

**Updated** September 5, 2017

<table>
<thead>
<tr>
<th>Ownership/Mailing Address</th>
<th>Site Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>MC GINNISS, RICHARD</td>
<td>736 18TH AVE NE</td>
</tr>
<tr>
<td>2250 CENTRAL AVE</td>
<td>ST PETERSBURG</td>
</tr>
<tr>
<td>ST PETERSBURG FL 33712-1257</td>
<td>ST PETERSBURG</td>
</tr>
</tbody>
</table>

**Property Use:** 0110 (Single Family Home)  
**Living Units:** 1  
**Designated Local Historic Landmark**

**Legal Description**  
SNELL & HAMLETT'S NORTH SHORE ADD REV. REPLAT BLK 68, W 54FT OF LOT 3

<table>
<thead>
<tr>
<th>Mortgage Letter</th>
<th>File for Homestead Exemption</th>
<th>2017 Parcel Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exemption</td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>Homestead:</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Government:</td>
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<td>No</td>
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<tr>
<td>Institutional:</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Historic:</td>
<td>No</td>
<td>No</td>
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**Parcel Information**  
**Latest Notice of Proposed Property Taxes (TRIM Notice)**

<table>
<thead>
<tr>
<th>Most Recent Recording</th>
<th>Sales Comparison</th>
<th>Census Tract</th>
<th>Evacuation Zone (NOT the same as a FEMA Flood Zone)</th>
<th>Plat Book/Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>18748/1129</td>
<td>$575,200 Sales Query</td>
<td>121030237002</td>
<td>A</td>
<td>4/39</td>
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</table>

**2017 Preliminary Value Information**

<table>
<thead>
<tr>
<th>Year</th>
<th>Just/Market Value</th>
<th>Assessed Value/ SOH Cap</th>
<th>County Taxable Value</th>
<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$496,805</td>
<td>$496,805</td>
<td>$496,805</td>
<td>$496,805</td>
<td>$496,805</td>
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</table>

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Homestead Exemption</th>
<th>Just/Market Value</th>
<th>Assessed Value/ SOH Cap</th>
<th>County Taxable Value</th>
<th>School Taxable Value</th>
<th>Municipal Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>No</td>
<td>$489,521</td>
<td>$489,521</td>
<td>$489,521</td>
<td>$489,521</td>
<td>$489,521</td>
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<tr>
<td>Year</td>
<td>Status</td>
<td>Value 1</td>
<td>Value 2</td>
<td>Value 3</td>
<td>Value 4</td>
<td>Value 5</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
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<tr>
<td>2015</td>
<td>No</td>
<td>$413,535</td>
<td>$413,535</td>
<td>$413,535</td>
<td>$413,535</td>
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<tr>
<td>2014</td>
<td>Yes</td>
<td>$393,551</td>
<td>$192,059</td>
<td>$141,559</td>
<td>$166,559</td>
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<tr>
<td>2013</td>
<td>Yes</td>
<td>$330,794</td>
<td>$189,221</td>
<td>$139,221</td>
<td>$164,221</td>
<td>$139,221</td>
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<tr>
<td>2012</td>
<td>Yes</td>
<td>$280,150</td>
<td>$186,058</td>
<td>$136,058</td>
<td>$161,058</td>
<td>$136,058</td>
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<tr>
<td>2011</td>
<td>Yes</td>
<td>$285,935</td>
<td>$180,639</td>
<td>$130,639</td>
<td>$155,639</td>
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<tr>
<td>2010</td>
<td>Yes</td>
<td>$311,385</td>
<td>$177,969</td>
<td>$127,969</td>
<td>$152,969</td>
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<tr>
<td>2009</td>
<td>Yes</td>
<td>$343,864</td>
<td>$173,290</td>
<td>$123,290</td>
<td>$148,290</td>
<td>$123,290</td>
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<tr>
<td>2008</td>
<td>Yes</td>
<td>$399,300</td>
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<td>$148,117</td>
<td>$123,117</td>
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<td>2007</td>
<td>Yes</td>
<td>$452,000</td>
<td>$168,075</td>
<td>$143,075</td>
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<td>2006</td>
<td>Yes</td>
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<td>$163,976</td>
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<tr>
<td>2005</td>
<td>Yes</td>
<td>$328,800</td>
<td>$159,200</td>
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<td>$134,200</td>
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<tr>
<td>2004</td>
<td>Yes</td>
<td>$291,900</td>
<td>$154,600</td>
<td>$129,600</td>
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<td>$129,600</td>
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<tr>
<td>2003</td>
<td>Yes</td>
<td>$274,200</td>
<td>$151,700</td>
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<td>$126,700</td>
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<tr>
<td>2002</td>
<td>Yes</td>
<td>$235,000</td>
<td>$148,200</td>
<td>$123,200</td>
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<td>$123,200</td>
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<tr>
<td>2001</td>
<td>Yes</td>
<td>$200,200</td>
<td>$145,900</td>
<td>$120,900</td>
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<td>$120,900</td>
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<tr>
<td>2000</td>
<td>Yes</td>
<td>$145,700</td>
<td>$141,700</td>
<td>$116,700</td>
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<td>$116,700</td>
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<tr>
<td>1999</td>
<td>Yes</td>
<td>$138,000</td>
<td>$138,000</td>
<td>$113,000</td>
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<td>$113,000</td>
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<tr>
<td>1998</td>
<td>Yes</td>
<td>$136,800</td>
<td>$136,800</td>
<td>$111,800</td>
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<td>$111,800</td>
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<tr>
<td>1997</td>
<td>Yes</td>
<td>$136,200</td>
<td>$136,200</td>
<td>$111,200</td>
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<tr>
<td>1996</td>
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<td>$138,400</td>
<td>$134,700</td>
<td>$109,700</td>
<td>N/A</td>
<td>$109,700</td>
</tr>
</tbody>
</table>

### 2016 Tax Information

**Tax District:** SP

**2016 Final Millage Rate:** 22.3213

*Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our new Tax Estimator to estimate taxes under new ownership.*

### 2016 Tax Bill

### Ranked Sales

**See all transactions**

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Book/Page</th>
<th>Price</th>
<th>O/U</th>
<th>V/I</th>
</tr>
</thead>
<tbody>
<tr>
<td>08 Apr 2015</td>
<td>18748 / 1129</td>
<td>$390,000</td>
<td>Q</td>
<td>I</td>
</tr>
</tbody>
</table>

### 2017 Land Information

- **Seawall:** No
- **Frontage:** None

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Land Size</th>
<th>Unit Value</th>
<th>Units</th>
<th>Total Adjustments</th>
<th>Adjusted Value</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (01)</td>
<td>54x110</td>
<td>8400.00 54.0000</td>
<td>0.9500</td>
<td></td>
<td>$430,920</td>
<td>FF</td>
</tr>
</tbody>
</table>

[click here to hide] **2017 Building 1 Structural Elements**

**Back to Top**

**Site Address:** 736 18TH AVE NE

- **Quality:** Above Average
- **Square Footage:** 2689.00
- **Foundation:** Continuous Footing
Floor System: Wood
Exterior Wall:
Frame/Reclad Alum/Viny
Roof Frame: Gable Or Hip
Roof Cover: Shingle Composition
Stories: 2
Living units: 1
Floor Finish:
Carpet/Hardtile/Hardwood
Interior Finish: Upgrade
Fixtures: 8
Year Built: 1925
Effective Age: 39
Heating: Central Duct
Cooling: Cooling (Central)

Building 1 Sub Area Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Living Area Ft²</th>
<th>Gross Area Ft²</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Story</td>
<td>979</td>
<td>979</td>
<td>0.90</td>
</tr>
<tr>
<td>Open Porch Unfinished</td>
<td>0</td>
<td>371</td>
<td>0.15</td>
</tr>
<tr>
<td>Detached Garage Unfinished</td>
<td>0</td>
<td>360</td>
<td>0.35</td>
</tr>
<tr>
<td>Base</td>
<td>979</td>
<td>979</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Total Living SF: **1,958**     Total Gross SF: **2,689**  
Total Effec

[click here to hide] 2017 Extra Features

<table>
<thead>
<tr>
<th>Description</th>
<th>Value/Unit</th>
<th>Units</th>
<th>Total Value as New</th>
<th>Depreciated</th>
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<tbody>
<tr>
<td>POOL</td>
<td>$28,000.00</td>
<td>1.00</td>
<td>$28,000.00</td>
<td>$11,2</td>
</tr>
<tr>
<td>PATIO/DECK</td>
<td>$9.00</td>
<td>601.00</td>
<td>$5,409.00</td>
<td>$2,1</td>
</tr>
<tr>
<td>FIREPLACE</td>
<td>$3,000.00</td>
<td>1.00</td>
<td>$3,000.00</td>
<td>$1,4</td>
</tr>
<tr>
<td>ENCLOSURE</td>
<td>$5.00</td>
<td>1,700.00</td>
<td>$8,500.00</td>
<td>$3,4</td>
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<tr>
<td>PATIO/DECK</td>
<td>$9.00</td>
<td>291.00</td>
<td>$2,619.00</td>
<td>$1,0</td>
</tr>
</tbody>
</table>

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any
questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

<table>
<thead>
<tr>
<th>Permit Number</th>
<th>Description</th>
<th>Issue Date</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>98-3001541</td>
<td>ROOF</td>
<td>17 Apr 1998</td>
<td>$4,899</td>
</tr>
</tbody>
</table>
Appendix D

Evaluation of Application and Attached Reports

from City of St. Petersburg Building Official Rick Dunn
Laura Duvekot

From: Rick E. Dunn  
Sent: Friday, September 01, 2017 2:46 PM  
To: Laura Duvekot  
Cc: Derek Kilborn  
Subject: RE: Demolition - 736 18th Ave NE (Local Historic District Contributing)

Laura,

I have reviewed the reports provided by the home inspectors and the architect as well as the structural report.

The FBC-Existing 2014, 5th Edition addresses alterations to existing structures and provides some Code relief for historic Buildings that meet the definition of an historic structure.

- **HISTORIC BUILDING.** For the purposes of this code and the referenced documents, an historic building is defined as a building or structure that is:
  1. Individually listed in the National Register of Historic Places; or
  2. A contributing property in a National Register of Historic Places listed district; or
  3. Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district; or
  4. Determined eligible by the Florida State Historic Preservation Officer for listing in the National Register of Historic Places, either individually or as a contributing property in a district.

If the structure meets this definitions then the level of alteration for the proposed rehabilitation would not require compliance as a level 3 alteration and provides some relief from Flood regulations required by FEMA codes. The Existing Building Code defines repairs as follows;

- **502.1 Scope.**  
  Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

502.2 Application.  
Repairs shall comply with the provisions of Chapter 6.

502.3 Related work.  
Work on nondamaged components that is necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the provisions of Chapter 7, 8, 9, 10 or 11.

Based on this definition, the level of repairs would be limited to restoring the structure to good and sound conditions by replacing or restoring damaged elements.

With that said, my conclusion related to the cost of improvements and the minimum repairs to comply with the FBC-Existing would include raising the entire structure at least 2 feet, constructing new footings/piers, reconstruction of most of the foundation system and floor system as well as various wall, siding, roof structure systems. Additionally, the electrical, plumbing and HVAC systems would be required to comply with applicable codes.

The estimates provided in the application reports appear to be accurate and fair. Most of the reported deficiencies would need to be addressed during the required repairs.
From: Laura Duvekot  
Sent: Thursday, August 24, 2017 4:38 PM  
To: Rick E. Dunn  
Subject: Demolition - 736 18th Ave NE (Local Historic District Contributing)

Good afternoon –

Attached is the COA application for demolition that we discussed.

- The applicant’s summary of reports provided is on pages 3-22
- An structural report begins on page 24
- A building inspection from Brittania Building Consultants begins on page 37
- A second building inspection (3D Home Inspections) begins on page 63
- A restoration estimate begins on page 72
- An architect’s assessment of the structural and building reports begins on page 87

Any feedback you could provide about these reports would be greatly appreciated. The requirements for demolition of a local historic landmark, per the LDRs, follow:

Additional requirements for demolition. In approving or denying applications for a COA for demolition, the Commission and the POD shall also use the following additional guidelines:

1. The purpose and intent of these additional requirements is to determine that no other feasible alternative to demolition of the local landmark can be found.

2. No COA for demolition shall be issued by the Commission until the applicant has demonstrated that there is no reasonable beneficial use of the property or the applicant cannot receive a reasonable return on a commercial or income-producing property.

The Commission may solicit expert testimony and should request that the applicant furnish such additional information believed to be necessary and relevant in the determination of whether there is a reasonable beneficial use or a reasonable return. The information to be submitted by a property owner should include, but not be limited to, the following information:

a. A report from a licensed architect or engineer who shall have demonstrated experience in structural rehabilitation concerning the structural soundness of the building and its suitability for rehabilitation including an estimated cost to rehabilitate the property.
b. A report from a qualified architect, real estate professional, or developer, with demonstrated experience in rehabilitation, or the owner as to the economic feasibility of rehabilitation or reuse of the property. The report should explore various alternative uses for the property and include, but not be limited to, the following information:

i. The amount paid for the property, date of purchase, remaining mortgage amount (including other existing liens) and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

ii. The most recent assessed value of the property.

iii. Photographs of the property and description of its condition.

iv. Annual debt service or mortgage payment.

v. Real estate property taxes for the current year and the previous two years.

vi. An appraisal of the property conducted within the last two years. The City may hire an appraiser to evaluate any appraisals. All appraisals shall include the professional credentials of the appraiser.

vii. Estimated market value of the property in its current condition; estimated market value after completion of the proposed demolition; and estimated market value after rehabilitation of the existing local landmark for continued use.

viii. Evidence of attempts to sell or rent the property, including the price asked within the last two years and any offers received.

ix. Cost of rehabilitation for various use alternatives. Provide specific examples of the infeasibility of rehabilitation or alternative uses which could earn a reasonable return for the property.

x. If the property is income-producing, submit the annual gross income from the property for the previous two years as well as annual cash flow before and after debt service and expenses, itemized operating and maintenance expenses for the previous two years, and depreciation deduction and projected five-year cash flow after rehabilitation.

xi. If the property is not income-producing, projections of the annual gross income which could be obtained from the property in its current condition.

xii. Evidence that the building can or cannot be relocated.

c. The Commission may request that the applicant provide additional information to be used in making the determinations of reasonable beneficial use and reasonable return.

d. If the applicant does not provide the requested information, the applicant shall submit a statement to the Commission detailing the reasons why the requested information was not provided.

3. The Commission may ask interested individuals and organizations for assistance in seeking an alternative to demolition.

4. The Commission shall review the evidence provided and shall determine whether the property can be put to a reasonable beneficial use or the applicant can receive a reasonable return without the approval of the demolition application. The applicant has the burden of proving that there is no reasonable beneficial use of the property or that the owner cannot receive a reasonable return. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Commission shall deny the demolition application except as provided below.

5. The Commission may condition any demolition approval upon the receipt of plans and building permits for any new structure and submission of evidence of financing in order to ensure that the site does not remain vacant after demolition.

6. The Commission may grant a COA for demolition even though the local landmark, or property within a local historic district has reasonable beneficial use or receives a reasonable return if:

a. The Commission determines that the property no longer contributes to a local historic district or no longer has significance as a historic, architectural or archaeological local landmark; or

b. The Commission determines that the demolition of the designated property is necessary to achieve the purposes of a community redevelopment plan or the Comprehensive Plan.
7. The Commission may, at the owner's expense, require the recording of the property for archival purposes prior to demolition. The recording may include, but shall not be limited to, video recording, photographic documentation with negatives and measured architectural drawings.

Many thanks!

Regards,
Laura Duvekot
Historic Preservationist II
Urban Planning & Historic Preservation
City of St. Petersburg, Florida

727.892.5451
laura.duvekot@stpete.org
Appendix E

Public Input
September 29, 2017

Ms. Duvekot and Members of the CPPC,

The Historic Old Northeast Neighborhood Association is opposed to the proposed demolition of the house located at 736 18th Avenue NE. This property is a contributing resource to the 700 Block of 18th Avenue Historic District, as well as a contributing property to the North Shore National Register Historic District.

This house is not a grand example of the Colonial Revival style of architecture, but rather a vernacular interpretation of the style. Our neighborhood is a very diverse one, encompassing examples of both, often side by side. We appreciate this diversity, as it means that people with differing income levels and at different stages in their lifetimes can live here. Further, the mission of our neighborhood association is to preserve, protect and promote the historic character of our community. This includes “meek little” houses as well as the grander ones. Losing either in a historic district is detrimental to the district and to our neighborhood as a whole.

The property owner will not be denied a reasonable use of the property if his demolition request is not approved. The house was successfully rented for 18 months after it was purchased in April 2015; the owner has since moved into the house himself. He states that he spent $30,000 on improvements, in addition to the purchase price of $390,000. There has been no mention of an attempt to sell the property. A local realtor who specializes in historic properties contends that the owner could make a significant profit if he were to sell it. Houses that need renovation are very sought after in the neighborhood.

There is no question that the house needs a significant amount of work; the same could be said for any number of houses in the neighborhood. The charm of older homes is that they are often not “perfect”, and it is the quirky nature of the architecture that appeals to many.

We respectfully request that this COA be denied.

Peter Motzerbecker
President
Historic Old Northeast Neighborhood Association
October 3, 2017

Via Hand Delivery

Laura Duvekot
Historic Preservationist II
Urban Planning & Historic Preservation
City of St. Petersburg, Florida

Re: Richard McGinnis

Dear Laura:

Enclosed are emails of the following home owners of properties located in the 700 Block of 18th Avenue Northeast Historic District:

1. Laura and Brad Erwin 725 18th Avenue NE
2. T. Kim Cromwell 726 18th Avenue NE
3. Dr. W.T. (Britt) Cobb, Jr. 726 18th Avenue NE
4. Jerry Robinson 705 18th Avenue NE
5. Matthew Grecsek 756 18th Avenue NE
6. Arnold B. Cummings 715 18th Avenue NE

These emails, plus the Applicant Richard McGinnis, account for seven (7) of the ten (10) property owners in the 700 Block of 18th Avenue Northeast Historic District.

I believe the enclosed emails indicate a majority of the property owners in the Historic District support the demolition of the Applicant’s house at 736 18th Avenue NE.

I hope this information can be made available to the members of the Community Planning and Preservation Commission.

Sincerely,

R. Donald Mastry

RDM/nk
Enclosure.
7th one

From: Laura <lauraerwin@bellsouth.net>
Date: September 4, 2017 at 11:31:40 PM EDT
To: Donna Jamieson <donnamjamieson@icloud.com>
Subject: Re: 736 18th Ave NE COA

Hi Donna.

We are the new neighbors across the street at 725. Your house plans look lovely! Thank you for sharing them. We will not be attending the meeting.

Laura and Brad Erwin

Sent from my iPhone

On Sep 2, 2017, at 5:50 PM, Donna Jamieson <donnamjamieson@icloud.com> wrote:

Dear Neighbors,

We are very excited to finalize the final hearing on Tuesday Sept 12 at 2:00 for the Certificate of Appropriateness to remove the existing structure at 736 18th Ave NE.

This has been a long, expensive process for us. The COA process is complicated and has cost us $30,000 to provide expert testimony to demonstrate the obvious. The existing structure is not feasible to renovate and the architecture has no redeeming value.

Our original plan was to be living in a completed home by now. I had sold my medical practice in anticipation of living in a home that suited our blended family's needs. We have 4 adult children and we want a home that provides a central gathering place. Until this gets resolved, I continue to live in Sarasota during the week. The existing house is barely livable.

The attached home presents what we plan for the property. It has been previously distributed and the feedback we have received has been unanimously positive. It has also met all the criteria from the FAR and new design regulations imposed by the city, and the preliminary review from the Historical Preservation has been very positive. It is a carefully designed traditional home by Cooper, Johnson and Smith. This firm has won the Mizner architectural award for excellence in classical architecture as well as many other awards. It will be approx. 3200 sq ft which is well within the mean of adjacent homes. At the public hearings, as well as in informal conversations, there was never a question that the structure
needs to be removed and replaced. It was just questioned what it needed to be replaced with. We hope the proposed home satisfies these concerns.

We recognize the concern that was voiced by the neighborhood and have done our best to create a design that will not only fit, but enhance the streetscape of the 700 block.

We remain happy to meet to discuss any concerns, and ask for your support on Sept 12th.

Sincerely,

Donna Jamieson MD

<SKMBT_C45217033115550.pdf>
<736 18th Ave NE 'GREEN HOUSE' 5-15-17.pdf>
From: "T. Kim Cromwell" <tkcromwell@mac.com>
Date: Monday, May 22, 2017 at 9:14 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Subject: Re: Richard and Donna's Proposed Home Overview - Restart

Thanks, Richard. I haven’t heard anyone mention concern about taking the house down.

Will the garage be off of the alley, then?

The drawing of the front looks very nice.

Heading north in the early AM....

All best!

Kim

On May 22, 2017, at 2:41 PM, richard j mcginniss <richard@moderntampabayhomes.com> wrote:

Thanks everyone for your consideration.
My cell is 727 674 5623 if any one wants to reach out directly. Otherwise, I will look forward to any comments/questions on this email string or we would be happy to set up a meeting to discuss.

From: "Dr. W.T. (Britt) Cobb Jr." <brittcobb@cobb-design.com>
Date: Monday, May 22, 2017 at 9:55 AM
To: 'Elizabeth Skidmore' <eskid64@gmail.com>, 'Donna Jamieson' <donnajamieson@icloud.com>, "T. Kim Cromwell" <tkcromwell@mac.com>
Cc: "B. Cummings" <lynniebc@yahoo.com>, 'Cobb' <catcobb@mac.com>,
"arniebcummings@yahoo.com" <arniebcummings@yahoo.com>, 'David' <david@novakpower.com>, 'Donna Jamieson' <dmjamieson@comcast.net>, 'Jerry' <jr@hubcentrix.com>, 'Mary Anne Boston' <maryanneboston@gmail.com>, 'Matthew Grecsek' <matt@grecsek.com>, 'Robinson' <mj@robinsonbrandbuilders.com>, <alexis4000@aol.com>,
<mvebarle@yahoo.com>, Richard McGinniss <richard@moderntampabayhomes.com>
Subject: Richard and Donna's Proposed Home Overview - Restart

Sorry Elizabeth,

I had just grabbed your block party list...should now be corrected....

I also reattached the file I received from Richard; there was apparently some problem with it being truncated for some? Hopefully now fixed!
Hi Everyone- there are several people on this email chain that are not in the block and do not need to be included.

Dyer
Mortimer
Sayles
DeBerry
And it's Britt- not Brett- Cobb.
Perhaps someone could send a new email with the correct block members in it to continue the discussion.
Britt- maybe you could do this since you know who the block members are?
Thanks.
Elizabeth

On Sun, May 21, 2017 at 5:42 PM Donna Jamieson <donnajamieson@icloud.com> wrote:

For some reason Brett's email looks like it could have truncated the intro and rendering of the front of the proposed home. It does not show on my hand held but came up on my computer - go figure.
Sent from my iPhone

On May 21, 2017, at 4:46 PM, T. Kim Cromwell <tkcromwell@mac.com> wrote:

Thanks for this information.

I wonder if you have further design sketches that you can share with us, showing the exterior of the house, and the garage?

The image you shared shows the general shape and landscaping plans, but not much that I can see regarding the exterior of the house.

Many thanks!

Kim

On May 21, 2017, at 3:53 PM, richard j mcginniss <richard@modern tampabayhomes.com> wrote:

Brett
In response to your concerns, I offer the following:
• The house is below flood and will have to be raised 2 ft. This would have to be done with a restoration option as well since the current foundation is at the end of its useful life and requires replacement (one of the many reasons why it is impractical to restore this home). A photo of a detail that was done a block away in a 1920s-era home is proposed so that this condition will be gracefully mitigated (steps at sidewalk as well at house) and will be within context of other homes in the area.

• Setbacks—the alley setback and side yard setback are currently non-compliant. This will be corrected with the proposed home. The front yard setback proposed will be the same as its direct neighbors. We will also get eliminate the incongruent front loaded driveway. In sum, we will be correct setbacks to conform to neighborhood norms.

• Scale—the home will be around 3200 sf—this is about the average of the homes on the block (excluding Arnies and mine).

• Design—we have proposed what we think will work but open to input. We have no desire to build a modern home on this site. Given my business interests I can see how this was of legitimate concern. Examples of my own personal homes have been provided to hopefully assuage any concerns of a spaceship invasion and demonstrate my history of very sensitively renovating and building within historic contexts.

• Drainage—code requires that drainage has to be contained on site or directed to street and not to wander to any adjacent property. We are also required to maintain a certain "impervious" ratio that, I think, will not be significantly changed, and maybe reduced, since the current house, driveway and pool takes up so much space. If anything, a rebuild option will require us to replace any insufficient grading so you will not have this problem in the future.

After everyone has digested our proposal I am happy to discuss individually or as a group.

We thank you in advance for your thoughtful consideration.

From: "Dr. W.T. (Britt) Cobb Jr." <brittcobb@cobb-design.com>
Date: Sunday, May 21, 2017 at 2:00 PM
To: 'Elizabeth Skidmore' <eskid54@gmail.com>, 'Robinson'
<mj@robinsonbrandbuilders.com>, 'Jerry' <jir@hubcentrix.com>,
'Mary Anne Boston' <maryanneboston@gmail.com>, 'Cobb'
<catcobb@mac.com>, 'David' <david@novakpowell.com>,
<alexis4000@aol.com>, "arniebcummings@yahoo.com"
<arniebcummings@yahoo.com>, 'Sayles'
<Judiprimesayles@yahoo.com>, <tkcromwell@mac.com>,
Richard McGinniss <richard@moderntampabayhomes.com>,
Hi Neighbors,

As I think everyone knows Richard and Donna are working through the COA path to see about building their new home at 736 and the removal of the present house due to the structural issues, which I do not think are a surprise to many.

Richard had contacted me and we discussed what may be the best path to open up discussion around his plans and the concerns that any may have. I thought it would be good to get at least the initial plans out for all to have a look at and put forward concerns that could be addressed or discussed. As such, his initial design and back ground package is attached here, and also the following note that came along with it.

We are in the process to preparing for the COA to build a new home at 736 and satisfying the required laundry list of expert opinions and technical studies. I hope it does not come to a surprise to anyone but these studies are concluding that 736 is unsalvageable.

As part of this process, we would like to get feedback from neighbors about our proposed design. To this end, I have modified and updated the presentation that I prepared, but had little time to present, at the hearing. This includes an overview of some of the homes I have built or renovated for my family as well as the homes we have built and/or building in ONE. The point is I am very familiar with restoring historical homes and building within historical districts. Further, all of my personal homes have been down the middle very well executed traditional. Our proposed design is classically inspired and being designed by one of the top traditional architects in the region. We think the home will be an excellent fit to the neighborhood and hope others do as well. We also think that our attempt to reach out to HONNA to move our designs to a more traditional approach, despite not agreeing with their logic, shows our good will. We want to be good neighbors. Donna and I selected 700 block for all the same reasons others have and have a vested interest in contributing to its character not taking away from it. We look forward to a constructive dialogue.

Thanks again for your help.

At least originally from my side (and I think from most) were concerns of setback, scale and overall appropriateness for the neighborhood. After we have had a look through what Richard sent, maybe it would be good if concerns could be expressed initially, back and forth through this email chain, so they are out on the table. Then those that think they need more or direct discussion could come together for a discussion / meeting one evening?

Richard, Donna,
I have not been able to give the plans or package proper consideration yet, but one question I will have is the issue of how much the house will need to be raised for FEMA regulations etc?... and how drainage considerations are considered... This is because I have the low lying glass room towards your lot and already have drainage issues during the big summer rains now... Thanks

Hope to see you all out in the Avenue later today! If anyone knows email addresses or how to contact the new neighbors who have bought 725... could you forward this information to them or add them to the Email list so they can be involved?

Thanks,

Britt
R. Donald Mastry

From: richard j mcginniss <richard@moderntampabayhomes.com>
Sent: Wednesday, September 20, 2017 4:41 PM
To: Chad Finch
Subject: FW: List of neighbors emails please

From: "Dr. W.T. (Britt) Cobb Jr." <brittcobb@cobb-design.com>
Date: Monday, August 28, 2017 at 11:24 AM
To: Richard McGinniss <richard@moderntampabayhomes.com>, 'Donna Jamieson'
<donnamjamieson@icloud.com>
Subject: RE: List of neighbors emails please

Richard,

I have not really talked to anyone about it, or about much for a while...just been busy.

I don't think there is anyone who is against the house going...some I'm sure will be sorry to see it go, but I believe everyone knows the condition and that it is unrealistic that it be preserved. So I would not expect to see any vocal opposition that I know of...most are just concerned that what goes up fits the character of the block.

Britt

From: richard j mcginniss [mailto:richard@moderntampabayhomes.com]
Sent: Monday, August 28, 2017 10:18 AM
To: Donna Jamieson; william cobb
Subject: Re: List of neighbors emails please

Britt
What is the temperature out there for this ? Do you think we will get support ?
We are exhausted from this and just want it over with.

From: Donna Jamieson <donnamjamieson@icloud.com>
Date: Sunday, August 27, 2017 at 8:47 PM
To: william cobb <brittcobb@cobb-design.com>
Subject: Re: List of neighbors emails please

Thank you very much Britt!
I will get it sent out this week to everyone.
Sincerely,
Donna

Sent from my iPhone

On Aug 27, 2017, at 8:41 PM, william cobb <brittcobb@cobb-design.com> wrote:

Hi Donna,

This is as complete of a list as I have...I think it covers everyone, or at least one person from all the houses on the block...only you, Richard and myself left off.
Good evening Britt

I would like to send everyone an email update before the public hearing on Sept 12. We would like to get everyone’s support.

However I do not have a complete list.

Would you be kind enough to send me everyone’s email address please?

Our understanding is that it is not an issue of the structure coming down, but what to replace it with.

We have come up with a solution, and the historical district is encouragingly receptive with it to the best of our knowledge.

I will send everyone the update once I have everyone’s address.

Thank you Britt,

Donna Jamieson MD
From: Jerry Robinson <jr@hubcentrix.com>
Date: Wednesday, May 24, 2017 at 6:14 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Subject: Re: Richard and Donna's Proposed Home Overview - Restart

Hi Richard,

Per our discussion I agree with you that the house be demolished so you can build a new improved home in it's place, good luck to you and Donna on the new home. Sounds exciting!

Can't find your drawing of the new home. Can you email me a pdf copy or I can pickup a hard copy?

Thx, Jerry

---

On May 22, 2017, at 2:41 PM, richard j mcginniss wrote:

Thanks everyone for your consideration.
My cell is 727 674 5623 if any one wants to reach out directly. Otherwise, I will look forward to any comments/questions on this email string or we would be happy to set up a meeting to discuss.

From: "Dr. W.T. (Britt) Cobb Jr." <brittcobb@cobb-design.com>
Date: Monday, May 22, 2017 at 9:55 AM
To: 'Elizabeth Skidmore' <eskid64@gmail.com>, 'Donna Jamieson' <donnamjamieson@icloud.com>, ""T. Kim Cromwell" <tkcromwell@mac.com>
Cc: "B. Cummings" <lynniebc@yahoo.com>, 'Cobb' <catcobb@mac.com>, "arniebcummings@yahoo.com" <arniebcummings@yahoo.com>, 'David' <david@novakpowell.com>, 'Donna Jamieson'
Sorry Elizabeth,

I had just grabbed your block party list...should now be corrected....

I also reattached the file I received from Richard; there was apparently some problem with it being truncated for some? Hopefully now fixed!

Thanks,

Britt

From: Elizabeth Skidmore [mailto:eskid64@gmail.com]
Sent: Sunday, May 21, 2017 9:08 PM
To: Donna Jamieson; T. Kim Cromwell
Cc: B. Cummings; Cobb; Cummings; David; DeBerry; Donna Jamieson; Dr. W.T. (Britt) Cobb Jr.; Jerry; Marcy Mortimer; Mary Anne Boston; Matthew Grecsek; Robinson; Sayles; alexis4000@aol.com; dyr; mvebarle@yahoo.com; richard mcginniss
Subject: Re: Richard and Donna's Proposed Home Overview

Hi Everyone- there are several people on this email chain that are not in the block and do not need to be included.
Dyer
Mortimer
Sayles
DeBerry
And it's Britt- not Brett- Cobb.
Perhaps someone could send a new email with the correct block members in it to continue the discussion. Britt- maybe you could do this since you know who the block members are?
Thanks.
Elizabeth

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Sent from my iPhone

On May 21, 2017, at 4:46 PM, T. Kim Cromwell <tkcromwell@mac.com> wrote:

Thanks for this information.

I wonder if you have further design sketches that you can share with us, showing the exterior of the house, and the garage?

The image you shared shows the general shape and landscaping plans, but not much that I can see regarding the exterior of the house.
Many thanks!

Kim

On May 21, 2017, at 3:53 PM, richard j mcginniss <richard@moderntampabayhomes.com> wrote:

Brett
In response to your concerns, I offer the following:

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Date: Sunday, May 21, 2017 at 2:00 PM
To: 'Elizabeth Skidmore' <eskid64@gmail.com>, 'Robinson'
<mj@robinsonbrandbuilders.com>, 'Jerry' <jr@hubcentrix.com>, 'Mary Anne Boston' <maryanneboston@gmail.com>, 'Cobb' <catcobb@mac.com>, 'David' <david@novakpowell.com>, <alexis4000@aol.com>, "arniebcummings@yahoo.com" <arniebcummings@yahoo.com>, 'Sayles'
Hi Neighbors,

As I think everyone knows Richard and Donna are working through the COA path to see about building their new home at 736 and the removal of the present house due to the structural issues, which I do not think are a surprise to many.

Richard had contacted me and we discussed what may be the best path to open up discussion around his plans and the concerns that any may have. I thought it would be good to get at least the initial plans out for all to have a look at and put forward concerns that could be addressed or discussed. As such, his initial design and back ground package is attached here, and also the following note that came along with it.

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Donna and I selected 700 block for all the same reasons others have and have a vested interest in contributing to its character not taking away from it. We look forward to a constructive dialogue.

Thanks again for your help.

At least originally from my side (and I think from most) were concerns of setbacks, scale and overall appropriateness for the neighborhood. After we have had a look through what Richard sent, maybe it would be good if concerns could be expressed initially, back and forth through this email chain, so they are out on
the table. Then those that think they need more or direct discussion could come together for a discussion/meeting one evening?

Richard, Donna,

I have not been able to give the plans or package proper consideration yet, but one question I will have is the issue of how much the house will need to be raised for FEMA regulations etc?... and how drainage considerations are considered... This is because I have the low lying glass room towards your lot and already have drainage issues during the big summer rains now... Thanks

Hope to see you all out in the Avenue later today! If anyone knows email addresses or how to contact the new neighbors who have bought 725... could you forward this information to them or add them to the Email list so they can be involved?

Thanks,

Britt
From: Jerry Robinson <jr@hubcentrix.com>
Date: Tuesday, May 30, 2017 at 1:05 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Cc: Mary Jo Robinson <MJ@healthdatix.com>
Subject: Re: 736 in color

Hi Richard,
That’s good news in getting your COA and final designs. Let us know if you need any additional assistance.
Have a good week. Jerry

---

On May 27, 2017, at 9:46 AM, richard j mcginniss <richard@moderntampabayhomes.com> wrote:

We will be applying for the COA shortly so once we get that we have to get final design together. Most likely it will take 6 months to get through permitting. The 4 other people that have responded to concept all did so positively so that’s encouraging. Others have been silent. Hopefully that’s a good thing as well.
Let me know if you have any other questions.

From: Jerry Robinson <jr@hubcentrix.com>
Date: Thursday, May 25, 2017 at 7:01 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Cc: Mary Jo Robinson <MJ@healthdatix.com>
Subject: Re: 736 in color

Hi Richard, Looks nice. Reminds me of houses in Savannah. Really like all the windows that make up the facade of the house. When are you starting? I’ll have more question if I see you around in the hood.
On May 25, 2017, at 10:04 AM, richard j mcginniss <richard@modern tampabayhomes.com> wrote:

Here you go

<SKMBT_C45217033115550.pdf>
That makes 7 supporting tear down
I will contact other straggler besides skidmore and boston that haven’t responded.

From: Matthew Grecsek <matt@grecsek.com>
Date: Tuesday, September 19, 2017 at 8:47 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Subject: Re: 736

As discussed, I don’t believe the residents of the block have any say in the matter, But for what it’s worth...

The owners of 756 18th Ave NE have no objection to the demolition of the home located at 736 18th Ave NE and the construction of a replacement home on the property as allowed by the local historic district.

I know this has been a difficult ordeal and wish you the best of luck.

-Matt

On Fri, Sep 15, 2017 at 3:29 PM, richard j mcginniss <richard@moderntampabayhomes.com> wrote:

We were preparing for the hearing that was originally set for his week but postponed due to storm . In preparation, we counted 6 residents that responded with written support for our plan from our original email , 3 that did not respond . When we discussed this, you stated that you were OK with removal and would support whatever design we could work out with historical commission . My attorney thought it would be good to have this in writing.

Would you mind putting that position in an email ?

We want this behind us in the worst way.

Thank you
Richard McGinniss
727 674 5623
another one

From: "arniebcummings@yahoo.com" <arniebcummings@yahoo.com>
Reply-To: "arniebcummings@yahoo.com" <arniebcummings@yahoo.com>
Date: Sunday, September 24, 2017 at 4:53 PM
To: Richard McGinniss <richard@moderntampabayhomes.com>
Subject: 736 18th Ave NE

To Whom It May Concern:

I am the owner of the property located at 715 18th Avenue NE, St Petersburg, FL 33704.

Please be advised that I am in full support of Richard McGinniss' proposal to demolish his existing house at 736 18th Ave NE. Further, I am also in full support of his proposal to construct a new residence on the site, in any design or style of his choosing.

Please don't hesitate to contact me if there is anything I can do to assist Mr. McGinniss with the full exercise of his property rights.

Sincerely,

Arnold B. Cummings
239-826-7513 cell/text