



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 September 12, 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.



CPPC Case Number: 17-90200031
Address: 736 18th Avenue Northeast
Legal Description: Snell & Hamlett's North Shore Addition Revised Replat Block 68, West 54 Feet of Lot 3
Parcel ID Number: 17-31-17-83221-068-0030
Designation Status: 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*
Applicant: Richard McGinniss
Request: Approval of a Certificate of Appropriateness for the demolition of a contributing property to a local historic district

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 extant 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.

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



Streetscape within *North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District*, subject property visible at center-left.

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-HL). 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-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*.

¹ National Register of Historic Places, North Shore Historic District, St. Petersburg, Pinellas County, Florida, National Register No. 8PI9640.

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.

³ Alan Gowans, *The Comfortable House: North American Suburban Architecture 1890 – 1930* (Cambridge: The MIT Press, 1987), 10.

⁴ Virginia and Lee McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 1984), 321-327.

⁵ *ibid*, 323.

Colonial Revival Contributing Resources within North Shore National Register Historic District



135 13th Avenue Northeast, constructed 1925



145 14th Avenue Northeast, constructed 1934



316 Eighth Avenue Northeast, constructed 1940

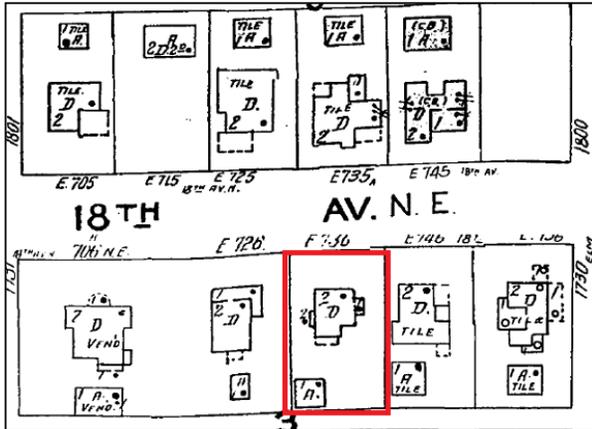


606 15th Avenue Northeast, constructed 1948

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

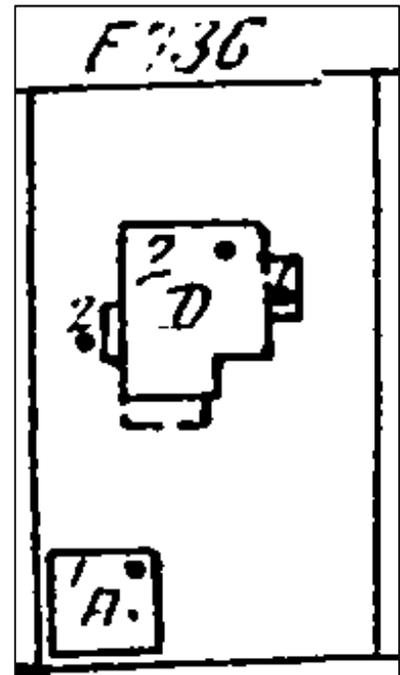


Modern view of the North Shore Section – 700 Block of 18th Avenue Northeast Local Historic District, via the Pinellas County Property Appraiser’s Office

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 1959.⁶ 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 1985.⁷ 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



Footprint of subject property, as shown on Sanborn Fire Insurance Map of St. Petersburg, FL Vol. 1, Sheet 36. Drawn Nov. 1923; Updated Oct. 1951

⁶ Property Card for 736 18th Avenue Northeast. On file, City of St. Petersburg.

⁷ *ibid.*



Subject property, facing southwest

garage at the southwest corner of the parcel.⁸ 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.

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.

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

⁸ Florida Department of Transportation, Aerial, 1962.

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

City of St. Petersburg. Property Card for 736 18th Avenue Northeast. On file, City of St. Petersburg.

Florida Department of Transportation. Aerial Photos Look Up System.

<https://fdotewp1.dot.state.fl.us/AerialPhotoLookUpSystem/>.

Florida Division of Historical Resources. "Guidelines for Preparing District Nominations." Last modified June 2012. <http://dos.myflorida.com/historical/preservation/national-register/guidelines-for-preparing-district-nominations/>.

Gowans, Alan. *The Comfortable House: North American Suburban Architecture 1890 – 1930*. Cambridge: The MIT Press, 1987.

McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.

National Register of Historic Places. North Shore Historic District. St. Petersburg, Pinellas County, Florida. National Register No. 8PI9640.

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@moderntampabayhomes.com

NAME of AGENT or REPRESENTATIVE: R. Donald Mastry

Street Address: 200 Central Avenue, #1600
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: _____

AUTHORIZATION

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: _____

Richard McGinniss

Date: _____

7/10/17



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”)

Appraisal of Valbridge Property Advisors – Entreken Assoc. (Exhibit “K”)

Joe Toph, AIA (Exhibit “L”)

Rendering and Site Plan for the House (Exhibit “M”)

Background and Experiences of Applicant (Exhibit “N”)

2.a 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 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 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 decking 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 "E" 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.
4. 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.

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, Valbridge 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.
- Britannia Building Consultants report dated April 28, 2017.
- Ranger Termite & Pest Control, Inc. report dated April 13, 2017.

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.

Terracon Consultants, Inc. 1675 Lee Road Winter Park, Florida 32789
P [407] 740 6110 F [407] 740 6110 terracon.com

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 the 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**

Digitally signed by Jeffery, Roger L
DN: cn=Jeffery, Roger L,
ou=General Users,
email=Roger.Jeffery@terracon.com
Reason: I am approving this
document
Location: PE#21660
Date: 2017.06.21 10:43:18 -04'00'



Roger L. Jeffery, PE
Senior Project Engineer

Brian J. DuChene, PE
Principal

Attachments: Photographs and Building Plan

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 #1 Front Elevation



Photo #2 Rear Elevation

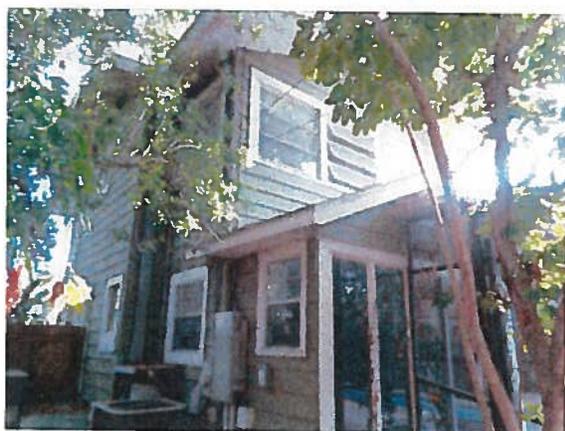


Photo #3 Rear corner

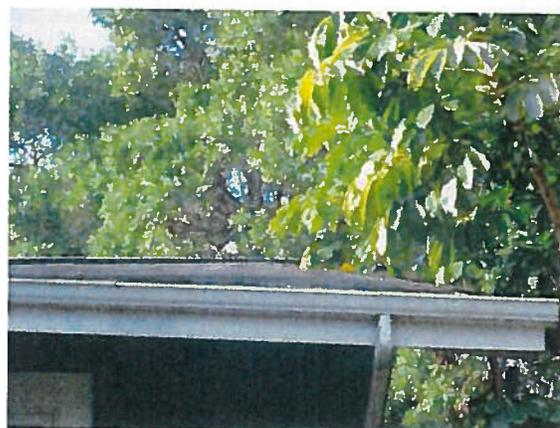


Photo #4 Sagging roof edge



Photo #5 Sagging roof



Photo #6 Sagging roof

Report of Visual Building Inspection

736 18th Avenue NE, St. Petersburg

Date Photos Taken: May 2, 4 and 5, 2017 ■ Terracon Project No. F9176101

Terracon



Photo #7 Deteriorated brick foundation



Photo #8 Deteriorated brick foundation



Photo #9 Deteriorated brick foundation

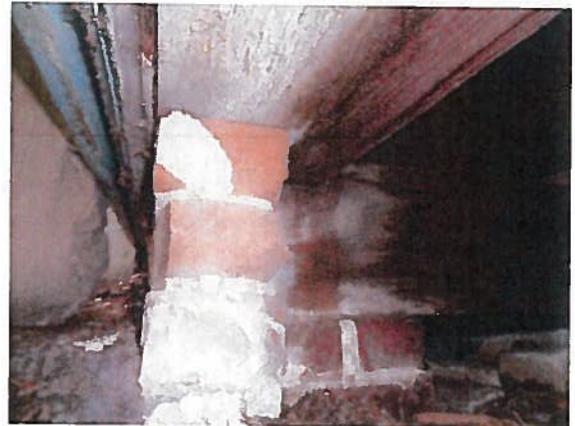


Photo #10 Deteriorated brick foundation

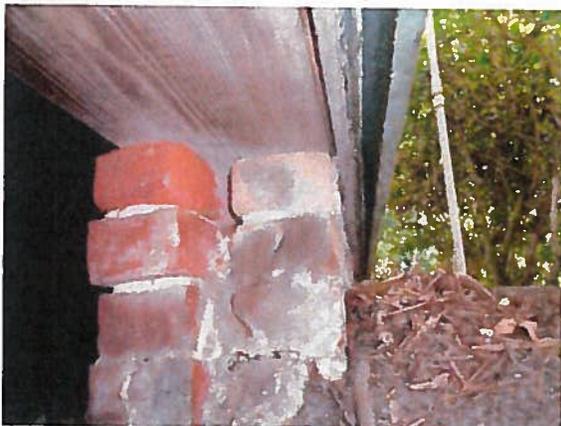


Photo #11 Deteriorated brick foundation



Photo #12 Damaged floor framing

Report of Visual Building Inspection

736 18th Avenue NE, St. Petersburg

Date Photos Taken: May 2, 4 and 5, 2017 ■ Terracon Project No. F9176101

Terracon



Photo #13 Damaged floor framing



Photo #14 Damaged floor framing



Photo #15 Deteriorated 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

Terracon



Photo #19 Lack of sealant



Photo #20 Notch in siding trim

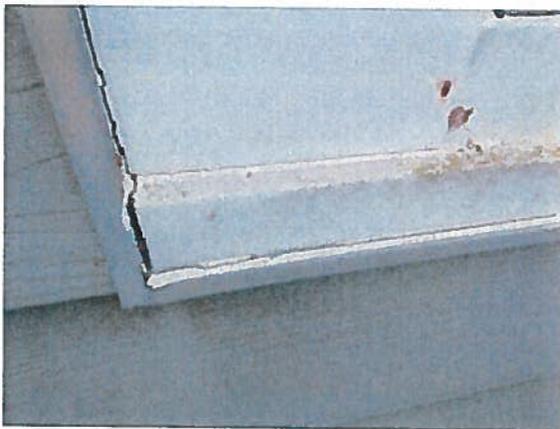


Photo #21 Deteriorated sealant

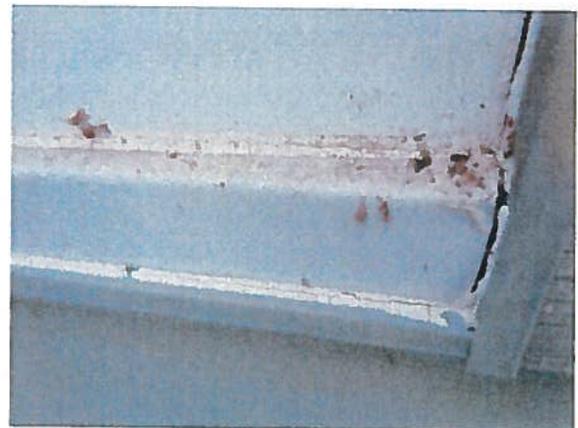


Photo #22 Deteriorated sealant



Photo #23 Deteriorated window frame



Photo #24 Deteriorated window frame

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

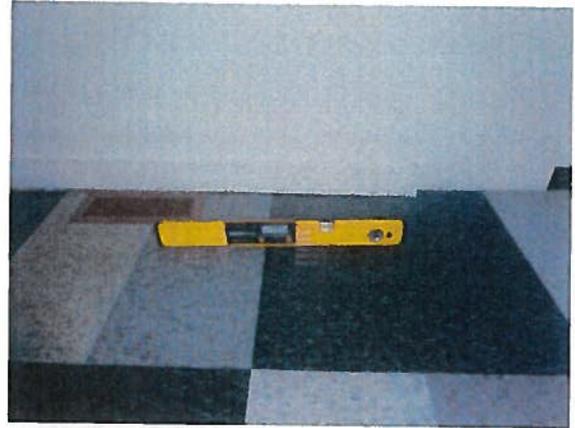


Photo #26 Sloping floor



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. F9176101

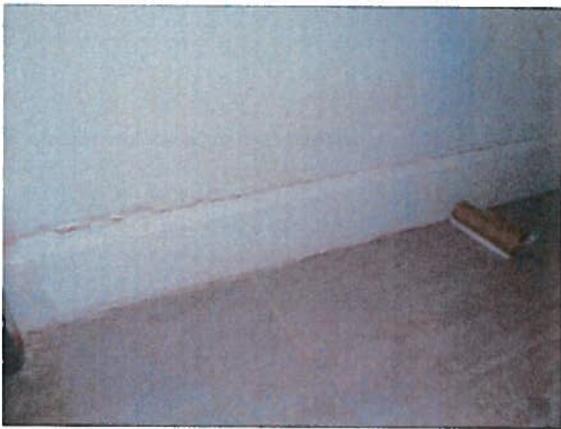


Photo #31 Crack in trim joint

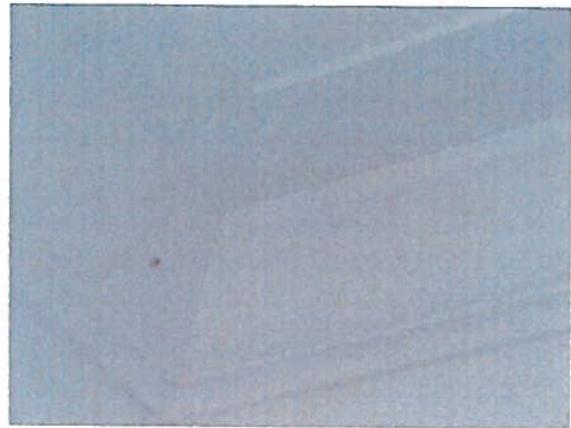


Photo #32 Crack in trim



Photo #33 Separation at stair



Photo #34 Door frame out of square



Photo #35 Lack of connections at ridge



Photo #36 Damaged roof sheathing



Photo #37 Damaged roof sheathing

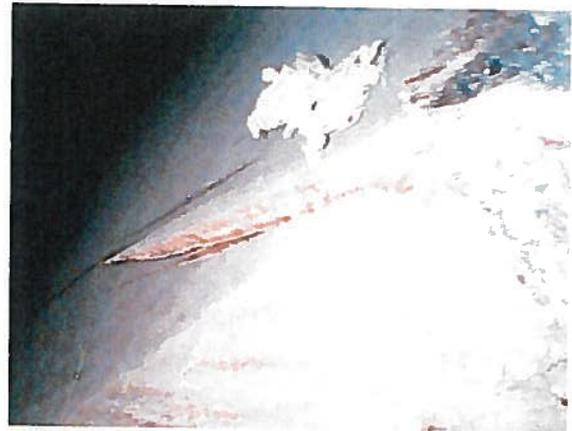


Photo #38 Damaged floor framing under living room



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

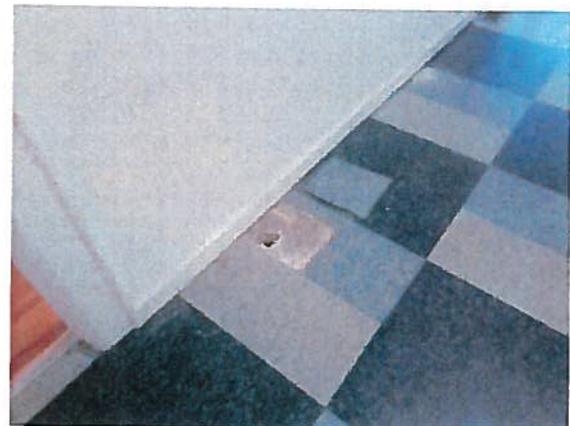
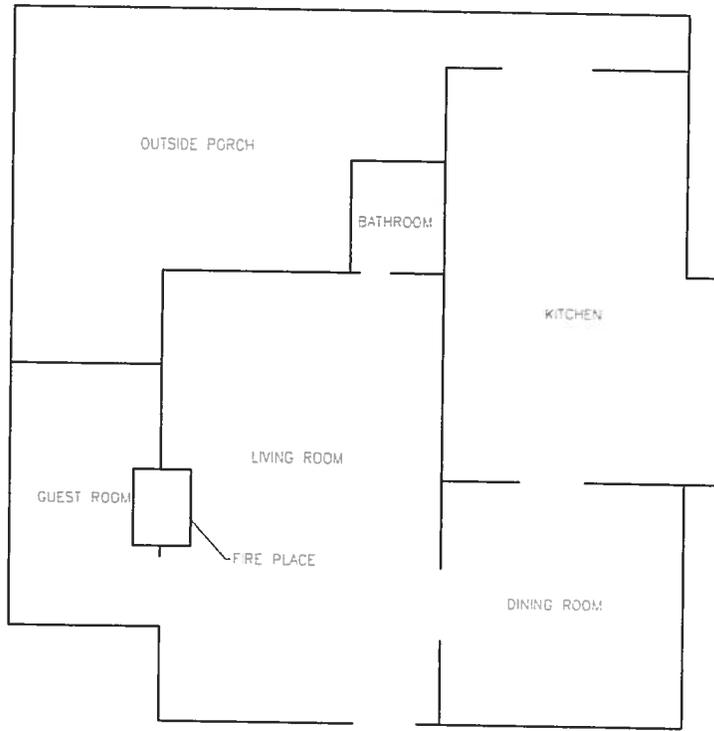
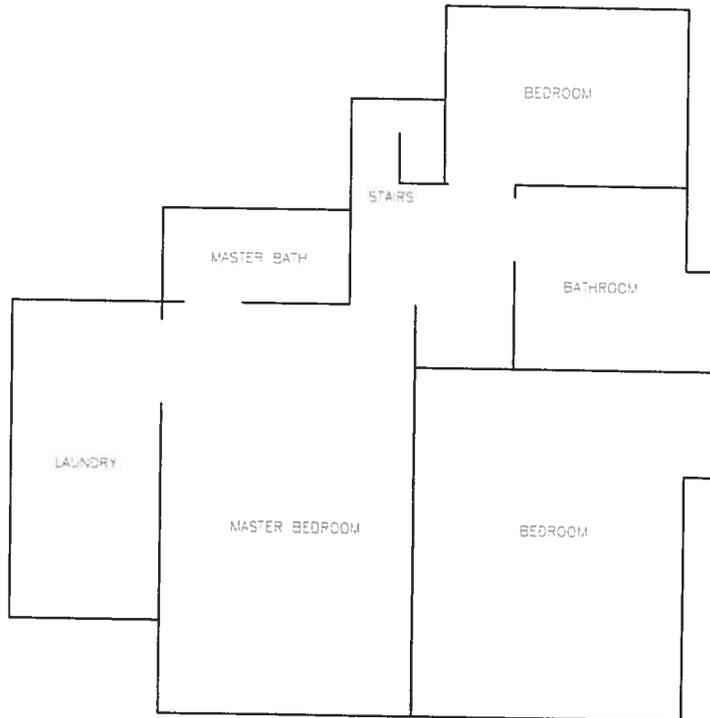


Photo #42 Access hole in kitchen floor



FIRST FLOOR



SECOND FLOOR

Project Mgr	RLJ	Project No	F9176101
Drawn By	SAS	Scale	NTS
Checked By	RLJ	File No	F9176101
Approved By	RLJ	Date	5-16-17

Terracon
 Consulting Engineers and Scientists
 1875 LEE ROAD WINTER PARK, FLORIDA 32789
 PH. (407) 740-6110 FAX. (407) 740-6112

FLOOR PLAN
 Saint Petersburg Residence
 736 18th AVE NE
 SAINT PETERSBURG, FL

FIGURE
 1

the 1990s, the number of people with a tertiary education has increased from 10% to 20% of the population (Wong 2000).

There are a number of reasons for the increase in tertiary education. First, the government has increased its expenditure on tertiary education. Second, the tertiary education system has become more open and flexible. Third, the tertiary education system has become more attractive to students.

The increase in tertiary education has led to a number of changes in the labour market. First, the demand for tertiary education has increased.

Second, the supply of tertiary education has increased. Third, the quality of tertiary education has improved.

Fourth, the tertiary education system has become more competitive. Fifth, the tertiary education system has become more diverse.

Sixth, the tertiary education system has become more international. Seventh, the tertiary education system has become more research-oriented.

Eighth, the tertiary education system has become more service-oriented. Ninth, the tertiary education system has become more industry-oriented.

Tenth, the tertiary education system has become more entrepreneurial. Eleventh, the tertiary education system has become more innovative.

Twelfth, the tertiary education system has become more dynamic. Thirteenth, the tertiary education system has become more flexible.

Fourteenth, the tertiary education system has become more responsive. Fifteenth, the tertiary education system has become more adaptive.

Sixteenth, the tertiary education system has become more resilient. Seventeenth, the tertiary education system has become more robust.

Eighteenth, the tertiary education system has become more sustainable. Nineteenth, the tertiary education system has become more inclusive.

Twentieth, the tertiary education system has become more equitable. Twenty-first, the tertiary education system has become more just.

Twenty-second, the tertiary education system has become more fair. Twenty-third, the tertiary education system has become more honest.

Twenty-fourth, the tertiary education system has become more ethical. Twenty-fifth, the tertiary education system has become more moral.

Twenty-sixth, the tertiary education system has become more virtuous. Twenty-seventh, the tertiary education system has become more noble.

Twenty-eighth, the tertiary education system has become more dignified. Twenty-ninth, the tertiary education system has become more honourable.

Thirtieth, the tertiary education system has become more respectable. Thirty-first, the tertiary education system has become more reputable.

Thirty-second, the tertiary education system has become more credible. Thirty-third, the tertiary education system has become more trustworthy.

Thirty-fourth, the tertiary education system has become more reliable. Thirty-fifth, the tertiary education system has become more dependable.

Thirty-sixth, the tertiary education system has become more consistent. Thirty-seventh, the tertiary education system has become more stable.

Thirty-eighth, the tertiary education system has become more secure. Thirty-ninth, the tertiary education system has become more safe.

Fortieth, the tertiary education system has become more sound. Forty-first, the tertiary education system has become more prudent.

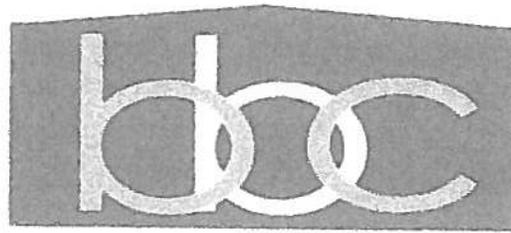
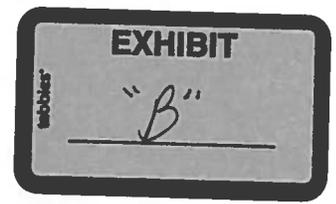
Forty-second, the tertiary education system has become more wise. Forty-third, the tertiary education system has become more intelligent.

Forty-fourth, the tertiary education system has become more knowledgeable. Forty-fifth, the tertiary education system has become more learned.

Forty-sixth, the tertiary education system has become more cultured. Forty-seventh, the tertiary education system has become more refined.

Forty-eighth, the tertiary education system has become more sophisticated. Forty-ninth, the tertiary education system has become more advanced.

Fiftieth, the tertiary education system has become more modern. Fifty-first, the tertiary education system has become more contemporary.



britannia
building consultants

<http://www.britanniabci.com/>

953 Broadway, Dunedin, FL 34698
Tel: (727) 446-0110 | Fax: (727) 461-3725

Property Inspected for:
Richard McGinniss



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

Date of Inspection:
04/28/2017

Inspector Information Sheet

736 - 18th Ave NE

Inspection Information

Date of Inspection: 04/28/2017
at: 9:30am
Inspection Type: Partial

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

Contact Information

Client(s): Richard McGinniss

Cell Phone: 727-674-5623
Email: richard@moderntampabayhomes.com

Alternate Phone:

Building Information

Building Type: Single Family
Number of Stories: 2

Residence Status: Occupied
Out-buildings:

Approximate building orientation:
Recent weather conditions:
Current temperature:
Main water shut-off valve at:
Main electrical breaker at:
Main gas shut off:

Pool:
Sea Wall:
Dock:
Guest Apt:

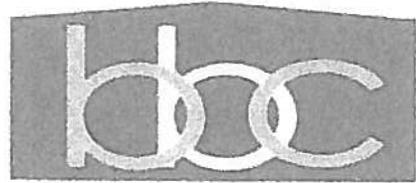
Approximate age of building: 1017 year(s)
Approximate total square footage: 2689 sq. ft.
Approximate living area: 1958 sq. ft.
Crawl space square footage:

Billing Information

Table with 4 columns: Fee Name, Amount, Fee Name, Amount. Rows include Standard Fee (\$300.00), Square Footage Fee (\$0.00), Crawl Space Fee (\$0.00), Guest Apartment (\$0.00), Core Inspection (\$0.00), SUB TOTAL (\$300.00), Adjustments (\$0.00), GRAND TOTAL (\$300.00).

Report Summary

736 - 18th Ave NE



britannia
building consultants

<http://www.britanniabci.com/>

Post Office Box 867, Dunedin Florida 34697-0867
Tel: (727) 446-0110 | Fax: (727) 461-3725

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 plumb and heavily reframing the roof system. Consult an engineer regarding this level of necessary work and structural modification.



- 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.



- 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.



- 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.



- 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.



- 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 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.

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

Inspector:
FL License:

James Booth
HI 877


signed

04/28/2017
date



Foundation type: Elevated brick
Sub-structure type: Joists, Support beams
Visible evidence of: Wood Destroying Organisms

Crawl space entrance at: North side
Crawl space screened: No
Crawl space: Not accessible due to
Crawl space restrictions: low ground clearance

Structural elements of the building are inspected visually with no destructive testing performed. Both frame and masonry buildings can develop settlement cracking to interior finishes and exterior hard surfaces. Only abnormal or unusual cracks will be commented on in detail.

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.
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- 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.

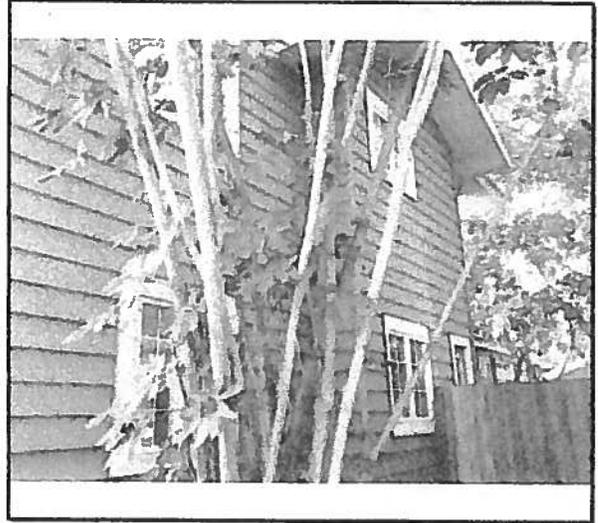
- 5 Quite heavy deterioration and erosion was observed at much of the brick foundation stem wall and perimeter supports. This type of non-glazed brick is generally inferior and is at the end of its useful structural lifespan. While the majority of the brick foundation could not be inspected, based on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



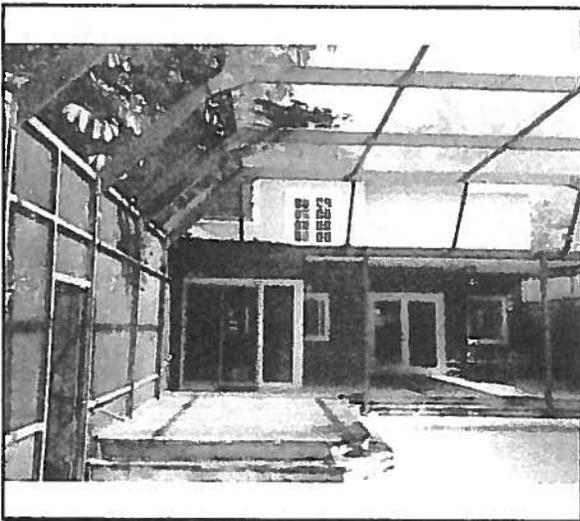
Structural Features



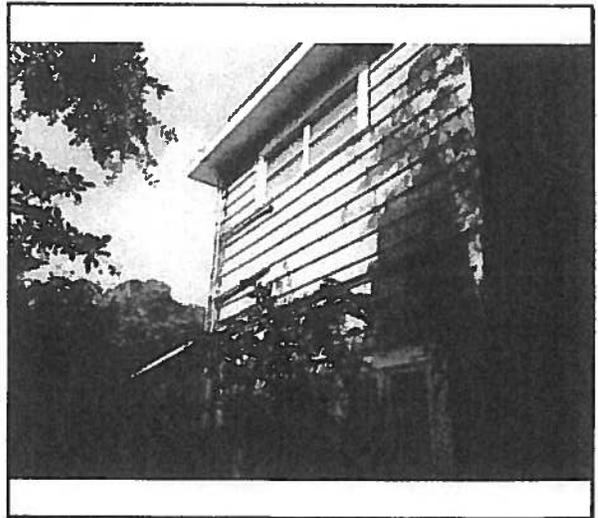
Front elevation



Right side elevation



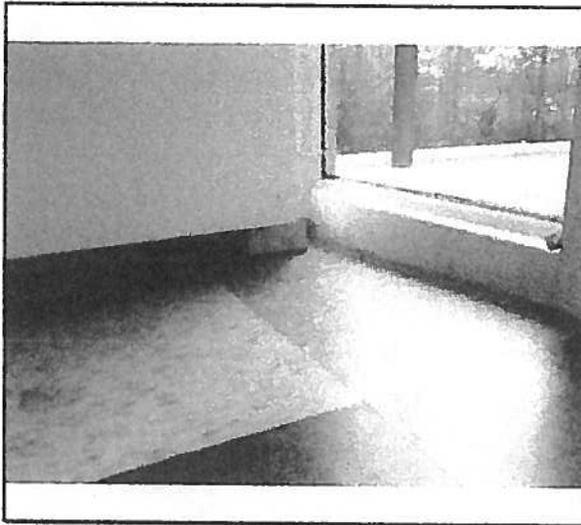
Rear elevation



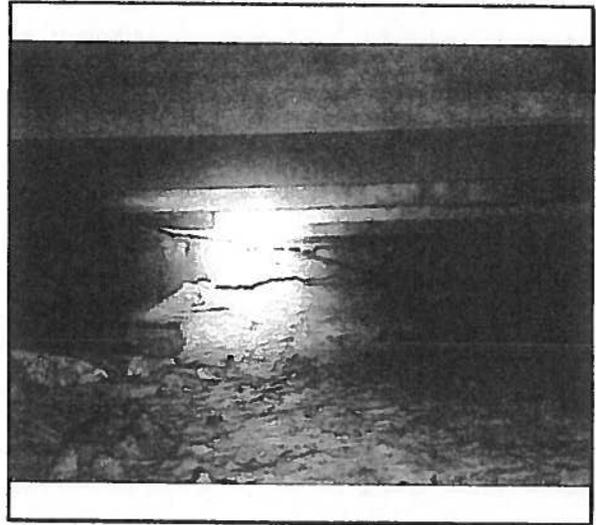
Left side elevation



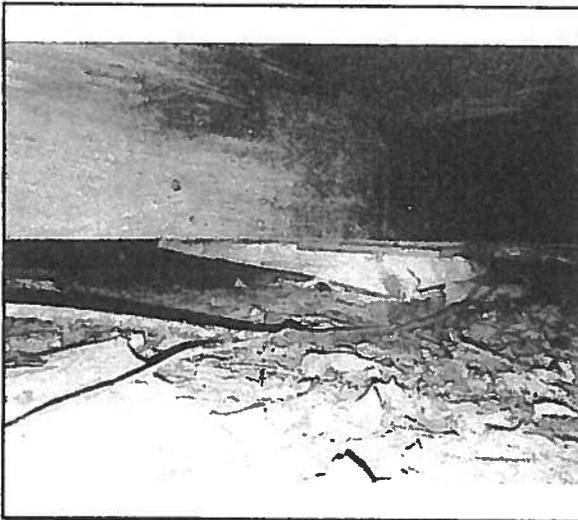
Structural Figures



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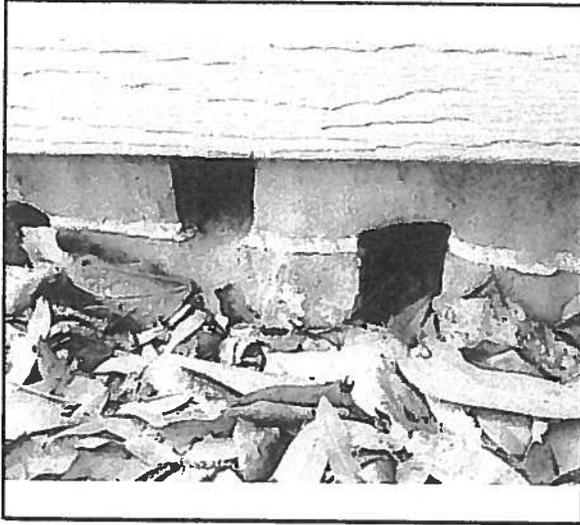
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The rear addition behind the kitchen appears to have been very poorly integrated with the original house structure and it appears that there are at least two wall systems that lack any type of proper structural support where original foundation may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



Structural Engineer



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.



EXTERIOR

736 - 18th Ave NE

Wall type: Frame	Columns: none
Primary Surface: Vinyl	Stairs:
Secondary Surface:	Handrails:
Soffits: Metal	Attached structures:
Fascias: Metal	Deck/Balcony supports visible:
Trim: Wood, Aluminum	Garage type:
Doors: Wood	Door opener tested:
Chimney:	Limited accessibility:

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:

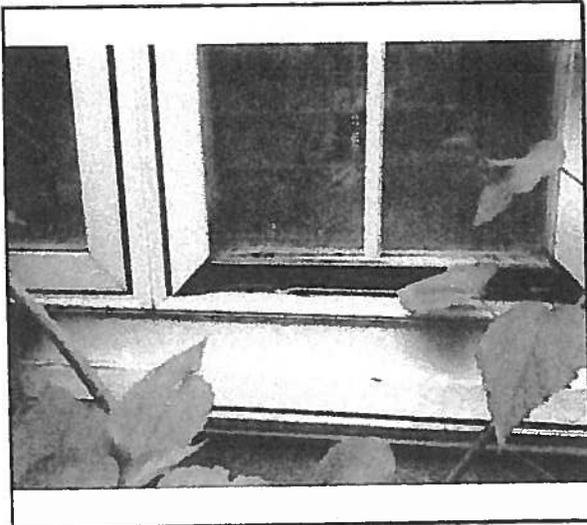
The exterior of the home has been clad with vinyl siding. The work was done a number of years ago. This type of installation poses the risk of concealing damage to the original siding and wall systems as well as allowing moisture to become trapped around wall penetrations which are generally poorly executed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



Exterior Features



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 / year(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:

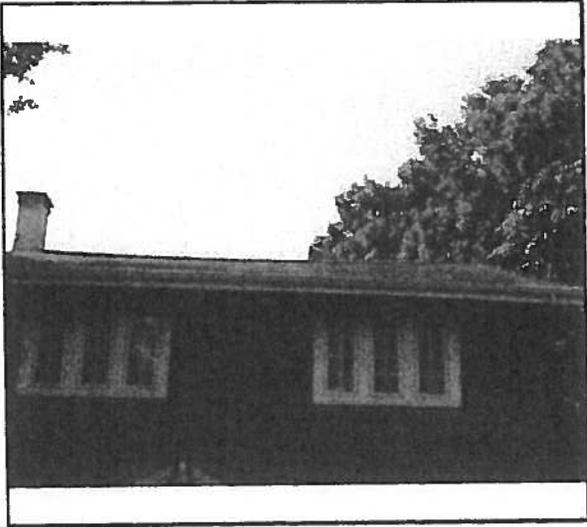
The shingles themselves were not inspected, just the condition of the roof structure. It is highly likely that the repairs necessary to the roof will by default cause the shingles to need to be replaced. The roof structure was found to have sagged significantly as a result of several conditions and inferior 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 plum and heavily reframing the roof system. Consult an engineer regarding this level of necessary work and structural modification.



Roof Figures



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.



Attic access: Hatch

Roof Framing: Conventional

Sub roofing: Planking

Water stains:

Visibility limited by: Insulation, Ducting

Ventilation: Gable vents

Insulation: Fiberglass

Thickness: > 3 inches

R value: >11

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:

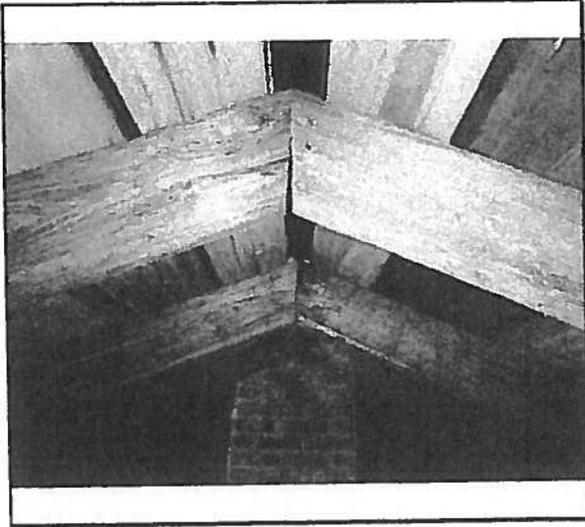
The attic was able the access and revealed several issues including potential structural concerns related to the spread of the upper level walls and the sag in the roof, see below.

Immediate Repairs:

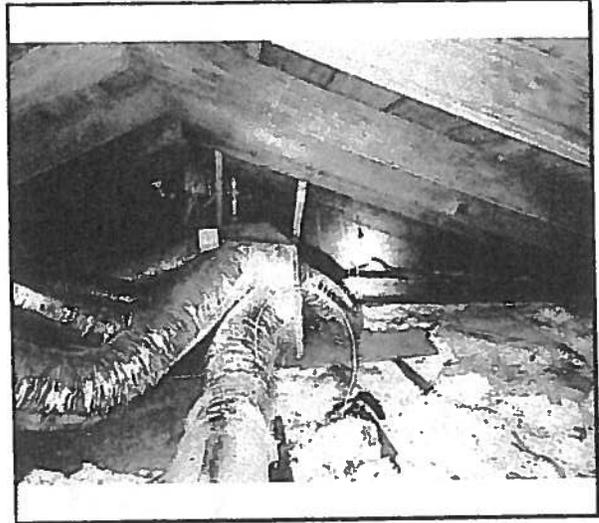
- 1 Attic space was found to be substantially soiled as a result of long-term heavy rodent infestation. Almost all of the insulation has been completely matted down due to urine and feces . Significant waste material was noted throughout the attic space accompanied by a very strong odor. Also, rodents 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.



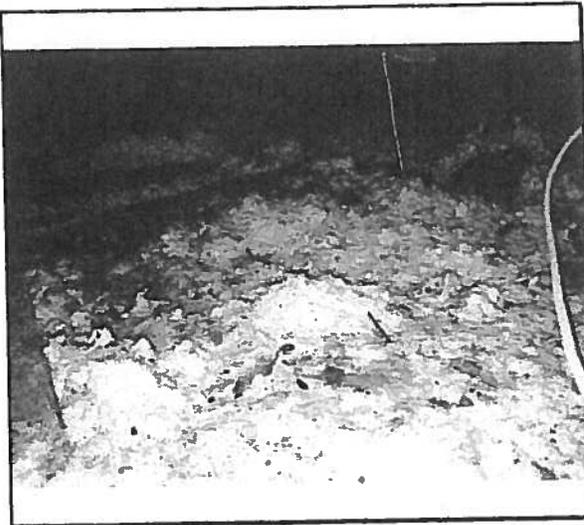
Attic Figures



Example of separation of rafters at the ridge



Attic general view



Example of extremely heavily soiled attic area as a result of rodent infestation



INTERIOR

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:

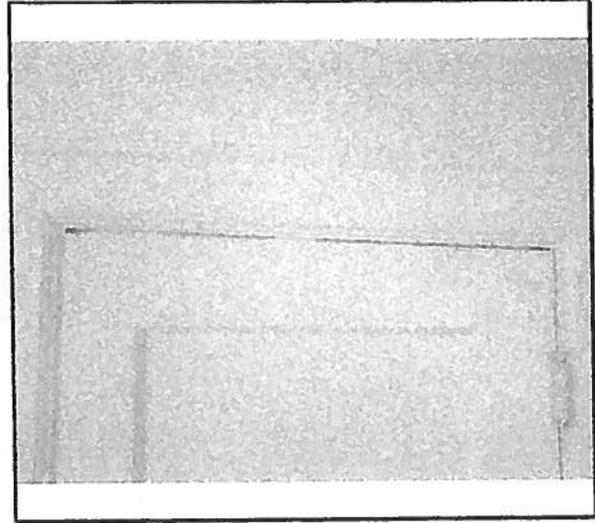
- 1 Condition of the fire shelf inside the chimney was going to be very poor and shows evidence of a significant settlement crack. The chimney is not safe to use in its current state and should be evaluated by a specialist at this time. Anticipate significant improvements will be needed.



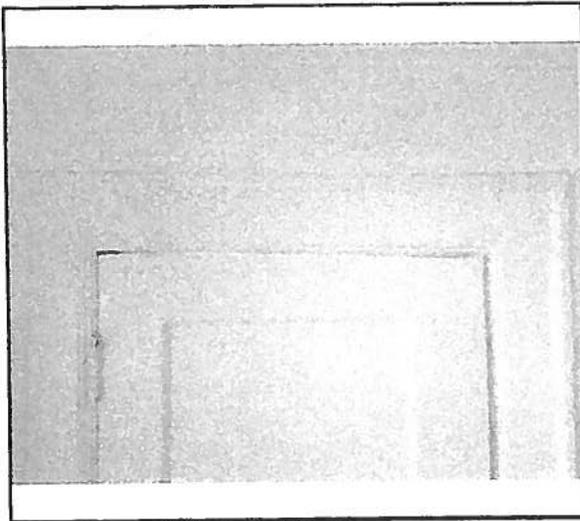
Interior Photos



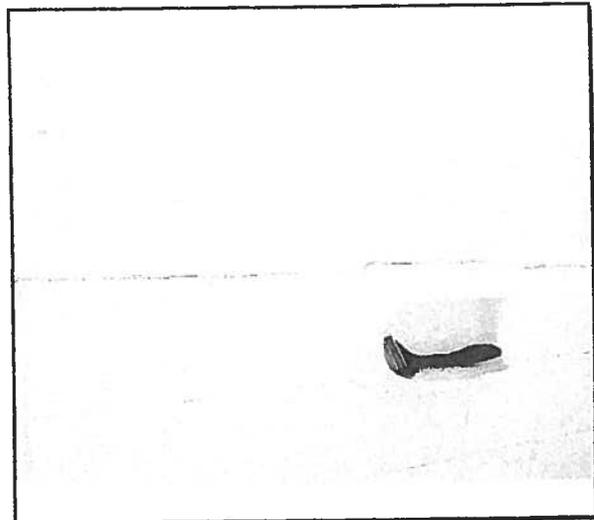
Example of significant settlement noted in the lower level of the home angling towards the center of the structure.



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



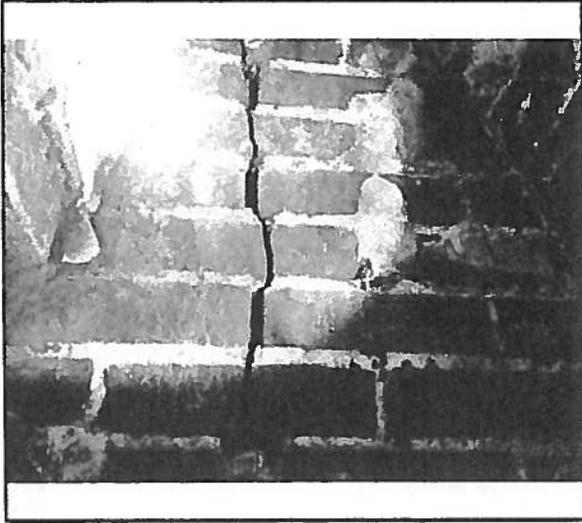
An example of significant slope in the upper level floor system towards the center of the home



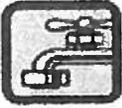
Movement of the upper level structure of the home causing cracking through shower enclosure tiles



Interior Features



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

Type: Electric **Age:** 9 years **Capacity:** 40 gallons **Location:** Exterior west side

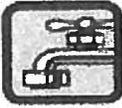
Most public water in this area has a pressure range of 50 to 70 psi. You should be familiar with the location of the main water shut-off valve in the event of an emergency (see cover sheet). Sometimes low water pressure at a single faucet can be attributed to a clogged aerator filter. All plumbing fixtures 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:

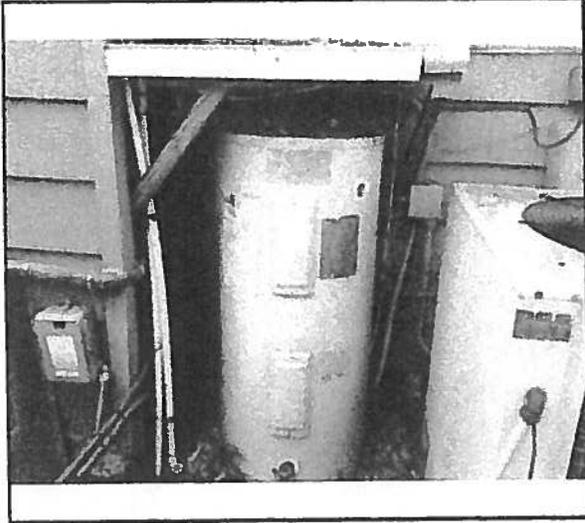
Plumbing system was given a general overview inspection to determine type and basic condition of materials. System is generally extremely dated with a fair amount of original plumbing piping still in use. Unfortunately, the majority of the plumbing infrastructure could not be directly seen or accessed 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.



Plumbing Figures



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.



Total system amps: 200 amps
Main disconnect: Breaker(s)
Main service wire:

Year last updated: 2015
Branch circuit disconnect: Breaker(s)
Branch circuitry type: P.V.C. sheathed & clad copper, Knob and Tube, Cloth clad copper

Smoke alarms:

CO detectors:

Main Panel

Main Panel Amps: 200 amps **Main Panel Make:** Square D **Age of Main Panel:** 2 years

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:

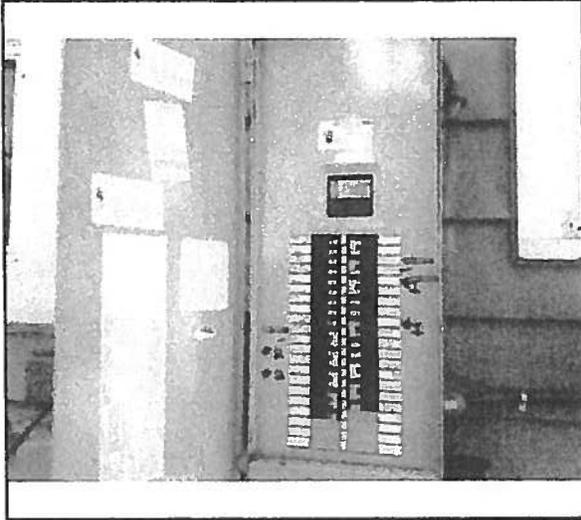
The electrical system was also given a general overview to determine basic condition. The system has been partially updated but there still appears to be a large amount of original wiring in use. This type of wiring is not acceptable and will need to be replaced at this time. There are also numerous (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:

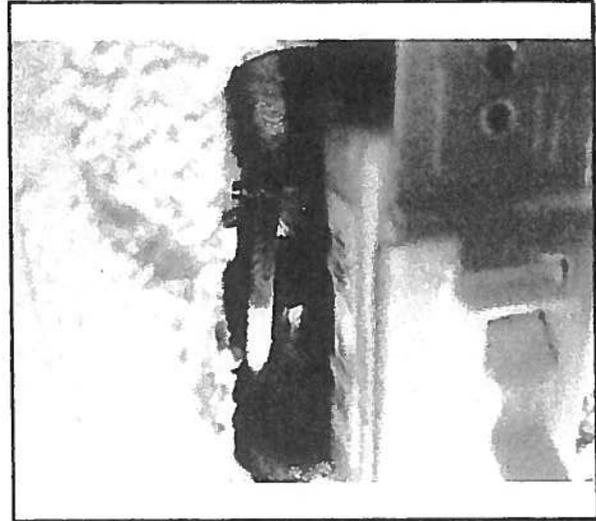
- 1 A significant amount of original knob and tube wiring was found to still be in use in the home. This material is almost 100 years old and poses a significant fire hazard at this time. Have an electrician rewire the house as needed.
- 2 Example of exposed wire connections noted in attic
- 3 The wiring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



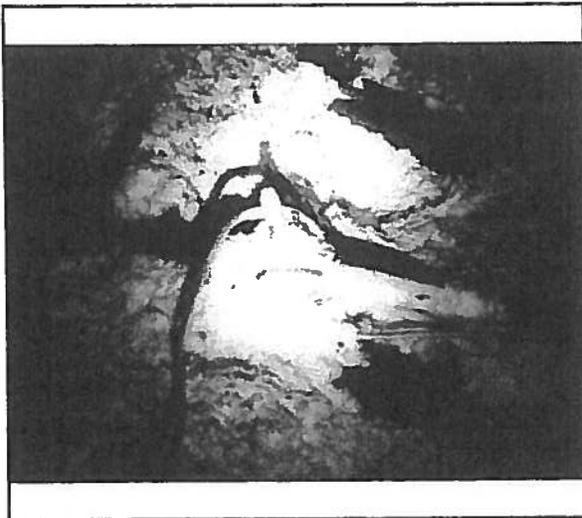
Electrical System



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



Distribution: Flex duct, Fiberglass,
Insulated metal

Condensate removal: Primary drain

Filtration Disposable

Overflow protection: Drain pan

System 1

System Type:	Heat pump	Service Area:	Upper level	Temp. Differential:	15 F
Components	Manufacturer	Fuel type	Size	Age	
Condenser Unit	Lennox	Electric	2 tons	20 years	
Air Handler Unit	Lennox	Electric	2 tons	20 years	

System 2

System Type:	Heat pump package system	Service Area:	Lower	Temp. Differential:	15 F
Components	Manufacturer	Fuel type	Size	Age	
System	Trane	Electric	3 tons	7 years	

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 de-signed 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 project 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:

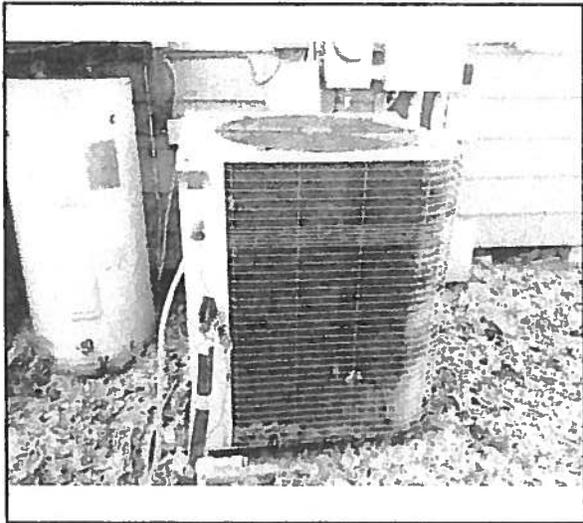
Both air-conditioning systems were cooling satisfactorily at the time of the inspection. The upper level system has greatly exceeded its life expectancy and will need to be replaced at any time in the future.

Immediate Repairs:

- 1 Most of the floor boxes for the air-conditioning ducts in the lower level of the home and 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 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.



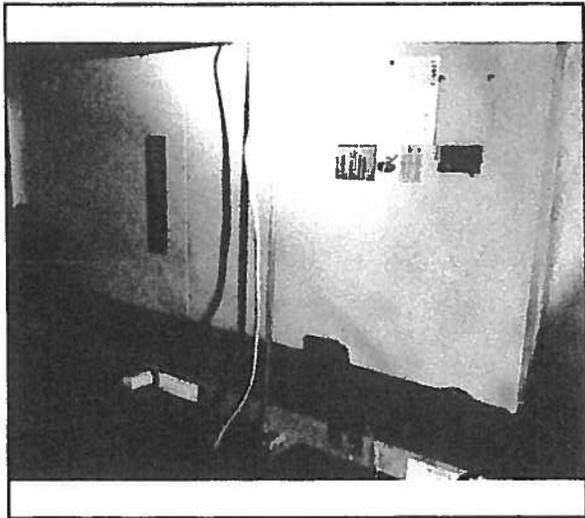
Heat Figures



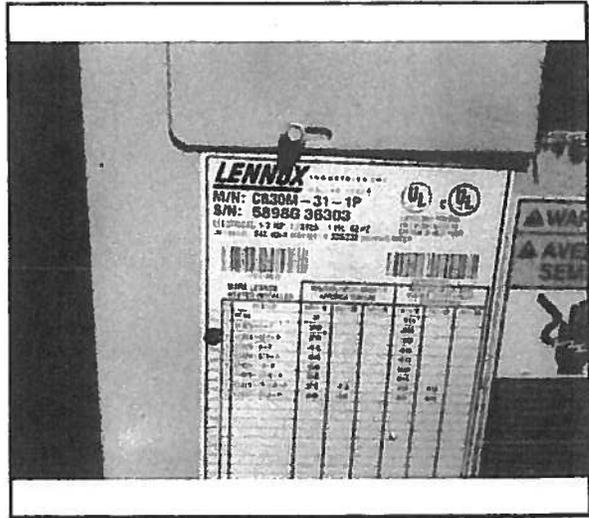
Condenser unit



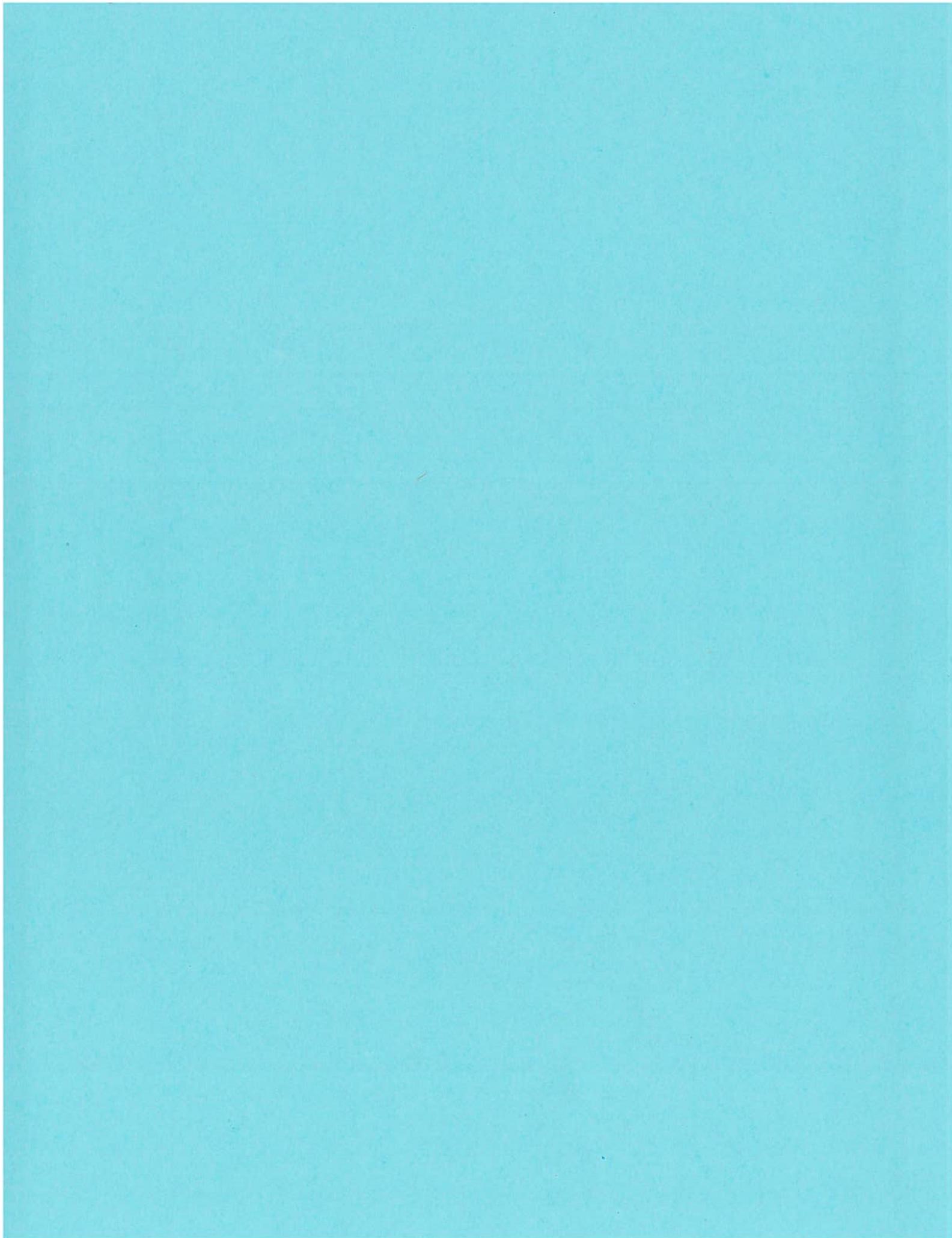
Condenser unit info plate



Air handler



Air handler info plate





3D Home Inspections

PO Box 151508
Tampa FL 33684-1508
Inspector: Dennis Burleson
Florida Lic.# HI883



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:

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

General information

1   - **General Warning - based solely on the age of the home**

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 \(http://www.epa.gov\)](http://www.epa.gov)
- [The Consumer Products Safety Commission \(http://www.cpsc.gov\)](http://www.cpsc.gov)
- [The Center for Disease Control \(http://www.cdc.gov\)](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. Caulk 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  - Torn and/or 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=replacing+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 Cetol DEK
- Benjamin Moore Moorwood 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.

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 week 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 screws should be replaced as necessary with the correct screws, and if necessary by a qualified electrician.

Knob + tube

Water heater

39  - 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.

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

Plumbing and laundry

52  - 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

56  - 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.

57  - No vapor barrier is installed. This is a conducive 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

59  - 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.

60  - 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.

61  - 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.

62  - 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>

63  - 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

67  - 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.

68  - 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.

69  - 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.

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 clippers
- 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/5077.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's causing the unlevel 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.

80  - 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

Estimate

Date	Estimate #
5/7/2015	2648

Name / Address
MTBH jennifermtbh@gmail.com

Ship To
736 18th ave n.e

*proposal
 for knob + tube
 elec for 736.*

Description	Qty	Total
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 gfcı 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

the 1990s, the number of people with a university degree has increased from 10% to 20% of the population.

There are a number of reasons for the increase in the number of people with a university degree. One reason is that the number of people who attend university has increased. In the 1990s, the number of people who attend university has increased from 10% to 20% of the population.

Another reason is that the number of people who have a university degree has increased. In the 1990s, the number of people who have a university degree has increased from 10% to 20% of the population.

A third reason is that the number of people who have a university degree has increased. In the 1990s, the number of people who have a university degree has increased from 10% to 20% of the population.

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A tenth reason is that the number of people who have a university degree has increased. In the 1990s, the number of people who have a university degree has increased from 10% to 20% of the population.

A eleventh reason is that the number of people who have a university degree has increased. In the 1990s, the number of people who have a university degree has increased from 10% to 20% of the population.

A twelfth reason is that the number of people who have a university degree has increased. In the 1990s, the number of people who have a university degree has increased from 10% to 20% of the population.

Pro Touch Contracting Services, LLC

License # CBC 1258527



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.

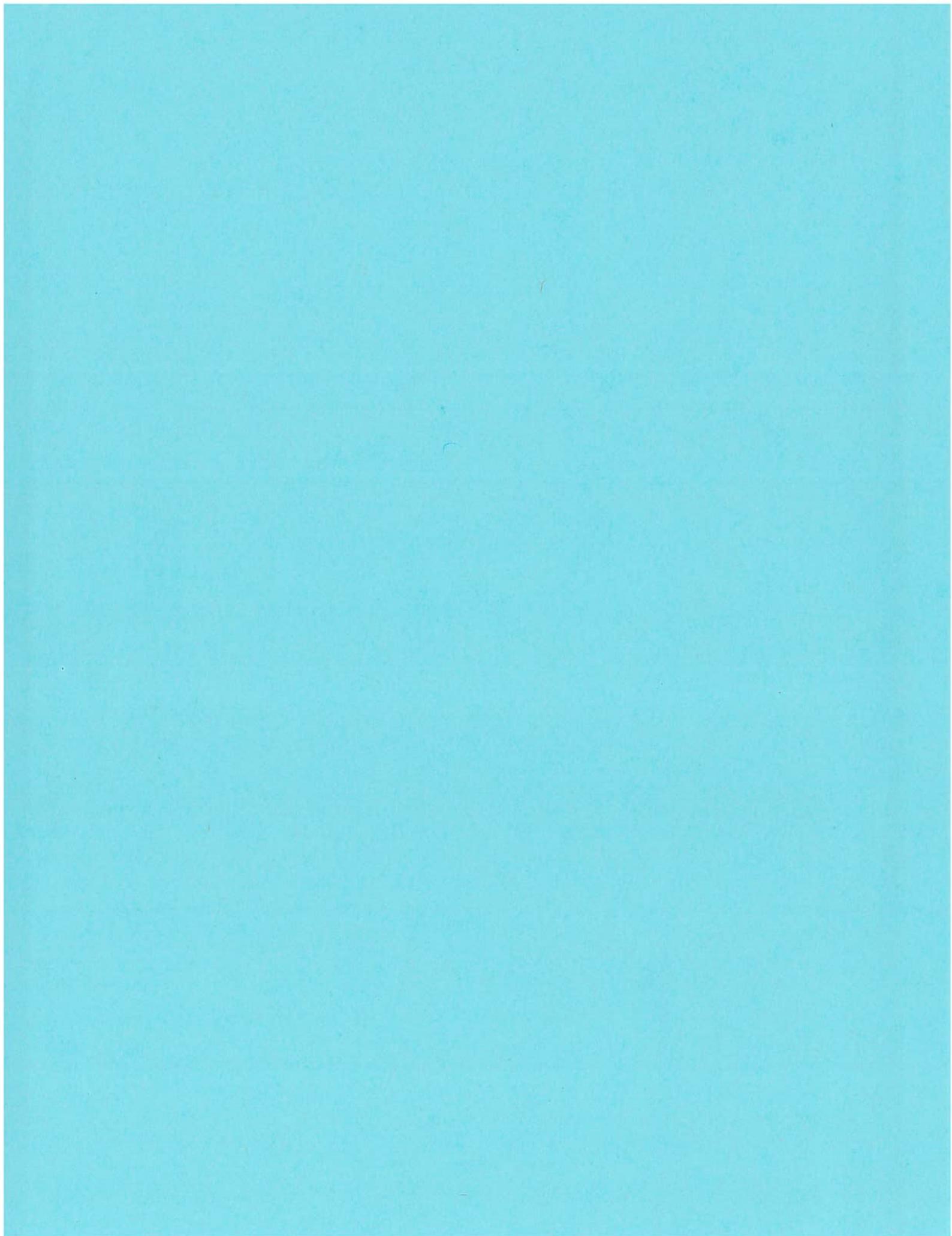
Restoration:

- 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.

736 18th Avenue NorthEast**Est. Cost**

01 General Conditions (Plans & Permits)		
Total 01 General Conditions (Plans & Permits)	\$	53,420.00
02 Site Work (Site Work)		
Total 02 Site Work (Site Work)	\$	36,200.00
04 Concrete (Concrete)		
Total 04 Concrete (Concrete)	\$	9,500.00
05 Masonry (Masonry)		
Total 05 Masonry (Masonry)	\$	31,000.00
06 Rough Carpentry (Floor Framing)		
Total 06 Rough Carpentry (Floor Framing)	\$	76,481.00
07 Finish Carpentry/Glass (Wall Framing)		
Total 07 Finish Carpentry/Glass (Wall Framing)	\$	19,000.00
08 Roofing (Roof Framing)		
Total 08 Roofing (Roof Framing)	\$	26,875.00
09 Appliances (Roof Flashing)		
Total 09 Appliances (Roof Flashing)	\$	27,082.00
13 Exterior Windows & Ext Doors (Windows & Trim)		
Total 13 Exterior Windows & Ext Doors (Windows & Trim)	\$	34,300.00
14 Plumbing (Plumbing)		
Total 14 Plumbing (Plumbing)	\$	17,480.00
15 HVAC (Heating & Cooling)		
Total 15 HVAC (Heating & Cooling)	\$	10,350.00
16 Electrical & Lighting (Electrical & Lighting)		
Total 16 Electrical & Lighting (Electrical & Lighting)	\$	19,355.00
17 Insulation (Insulation)		
Total 17 Insulation (Insulation)	\$	6,551.00
18 Drywall (Interior Walls)		
Total 18 Drywall (Interior Walls)	\$	13,000.00
21 Cabinets & Countertops (Cabinets & Vanities)		
Total 21 Cabinets & Countertops (Cabinets & Vanities)	\$	28,500.00

23 Floor Coverings (Floor Coverings)		
Total 23 Floor Coverings (Floor Coverings)	\$	37,250.00
24 Paint (Painting)		
Total 24 Paint (Painting)	\$	26,006.00
26 Landscape & Paving (Landscape & Paving)		
Total 26 Landscape & Paving (Landscape & Paving)	\$	17,650.00
27 Contingency (Contingency)		
Total 27 Contingency (Contingency)	\$	10,000.00
	\$	500,000.00
Overhead & Profit (Overhead & Profit)	\$	75,000.00
Total	\$	575,000.00



EXHIBIT

"E"

Residential Commercial

Account # _____ Route # FL-3

Technician Lan Carter
Salesperson _____



WILDLIFE & ANIMAL SERVICE AGREEMENT

Corporate Office: 155 Wadley Drive, Marietta, GA 30062 Permit Payments To: Trutech LLC, PO Box 6640, Marietta, GA 30065
Tel: 770-927-2034 Toll Free: 800-841-7296 Fax: 770-927-1216 www.trutechinc.com

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE TRUTECH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF TRUTECH.

BILLING ADDRESS

SERVICE ADDRESS

Modern Tampa Bay Homes
Billing Name: First Modern Middle Tampa Last Bay
147 2nd Ave S, Ste 210
Service Address or P.O. Box
St. Petersburg, FL 33701
City State Zip Code
727-820-1480
Home Phone
Business Phone
727-954-5503
Cell Phone
Email jennifermtbh@gmail.com

Richard McGinniss
Account Name: First Richard Middle Mc Last Ginniss
736 18th Ave Nest.
Service Address Number Street
St. Petersburg FL 33704
City State Zip Code
727-674-5023 727-820-1480
Home Phone Business Phone
Cell Phone
Email richard@moderntampabayhomes.com

CHECKED ANIMALS COVERED ONLY

SPECIAL INSTRUCTIONS

- Armadillos
- Mosquitoes
- Beavers
- Raccoons
- Bees
- Rats
- Birds
- Snakes
- Carpenter Bees
- Squirrels
- Chipmunks
- Voles
- Mice
- Wasps, Yellow Jackets
- Moles

Service fix bait stations and trap in attic if needed.

ANNUAL AGREEMENT

1 Initial Service (1st month)	129
2 Monthly, Bi-Monthly, Quarterly	11 x 80 =
3 Seasonal Service to	x =
4 SUBTOTAL (1+2+3)	109
5 SALES TAX	
6 TOTAL ANNUAL CHARGE (4+5)	109.00
7 AMOUNT REMITTED WITH CONTRACT	
CASH CHECK # Approval #	
MasterCard, VISA, Discover (circle one) Make checks payable to Trutech	

Finance Charge will be assessed of 1.5% on invoices 31 days past due, equal to 18% APR. A \$35.00 fee will be assessed on all returned checks.

Residential Early Termination fee: Monthly \$185, Bi-Monthly \$140, Quarterly/Seasonal \$100 or remainder of contract, whichever is less.

Commercial Early termination fee: 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.

ACCEPTED BY SIGNATURE _____ DATE 2-15-15

PRINT NAME Richard McGinniss

TITLE OWNER (OWNER, LESSEE, AGENT)

REPRESENTATIVE [Signature] EMPLOYEE NUMBER 1243197

Trutech Trutech, LLC is a service of Pest Control Services. Trade service is available on request.
Business Office: 155 Wadley Drive, Marietta, GA 30062
Customer Information sheet available on website. Other state specific requirements on reverse.

WHITE - OFFICE YELLOW - CUSTOMER COPY

Account # FL-3 Technician Ian Carter License # _____
 Route # _____ Print Name _____
 Time In 9:30am Time Out _____ Salesperson _____ License # _____
 Print Name _____

Res. **TRUTECH** **PEST, WILDLIFE & ANIMAL REMOVAL SPECIALISTS**
 Com. Corporate Office 165 Woodco Drive, Marietta, GA 30062 Remit Payments To: Trutech LLC, PO Box 6849, Marietta, GA 30065
 Tel: 770-977-2034 Toll Free: 800-842-7295 Fax: 770-977-1616 www.trutechinc.com

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE TRUTECH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF TRUTECH

BILLING ADDRESS				SERVICE ADDRESS			
Billing Name: First	Middle	Last	Account Name: First	Middle	Last	Street	City
Street Address or P.O. Box			736 1/2 nd Ave NE St.		St. Petersburg		FL 33704
City	State	Zip Code	City	State	Zip Code		
Home Phone	Business Phone	Home Phone	Business Phone				
Cell Phone	Fax	Cell Phone	Fax				
Email	Email						

SERVICE CLASSIFICATION			AMOUNT
ANIMAL CONTROL <input type="checkbox"/>	ANIMAL CONTROL SW <input type="checkbox"/>	BIRD <input type="checkbox"/>	
BIRD SW <input type="checkbox"/>	EXCLUSION <input type="checkbox"/>	EXCLUSION SW <input type="checkbox"/>	
FOLLOW UP <input type="checkbox"/>	GUTTER PROTECTION <input type="checkbox"/>	PC INITIAL <input checked="" type="checkbox"/>	129.00
PC INITIAL SW <input type="checkbox"/>	PEST CONTROL <input type="checkbox"/>	OTHER <input type="checkbox"/>	

DESCRIPTION OF WORK: Installation of Rodent Bait Stations and first months service.
Bait stations will be monitored during the first week of the service.
Monthly service includes servicing of bait stations and trapping in attic if needed.
Bait stations will not prevent rodents from entering unit but decrease population on property.
No exclusion work or sealing of entry points done to property.

TARGET PEST (TP) 1: Rats (TP) 2: _____ (TP) 3: _____ (TP) 4: _____

TP #	Product/Equipment Used	AP%	Quantity	Site Application Area	Treatment Method

VISA MasterCard Discover RAC **Make Checks Payable to: Trutech**

CREDIT CARD #	EXP. DATE	APPROVAL #	TOTAL SERVICE
FINANCE CHARGE will be assessed of 1.5% on invoices 31 days past due, equal to 18% APR. A \$35.00 fee will be assessed on all returned checks.			129.00
Business License # 13026 Licensed and regulated by Texas Department of Agriculture, P.O. Box 12847, Austin, TX 78711-2847. Phone (800) 918-4481. Fax (889) 232-2567. Customer information sheet available on website.			SALES TAX IF APPLICABLE
Other State Specific Requirements on Reverse			GRAND TOTAL
			CASH REC'D
			CK REC'D #
			CREDIT CARD AMOUNT
			AMOUNT FINANCED

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.
 I HAVE READ AND UNDERSTAND THE TERMS OF THIS INCLUDING THE EXCLUSIONS AND LIMITATIONS ON THE REVERSE SIDE. 4-15-15
Richard McGinness Customer Printed Name [Signature] Customer Signature [Signature] Technician Signature



RANGER TERMITE & 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 Time Out _____ Technician BRUCE

Table with columns: New Service Requested, Renewal, Scheduled Follow-Up, Customer Service Call, Payment Information. Includes handwritten 'WDO' and '95'.

TOTAL DUE \$95.00

Customer Name MODERN TAYLOR BAY HOMES
Covered Premises (Address) 736-18 AVE NE
Billing Address
City ST. PETERS State FL Zip Code 33704
Home Phone 674-5623 Work Phone
Card Information: Visa [X] MasterCard American Express Discover
Credit Card # 5466 1603 0565 3071 Exp Date 07-17

Sales Technician Comments (663)

Table with columns: Pest Control/Fleas/Ots, Termite/Fume. Rows include Mulch/Flowerbeds, Woodpile/Garbage Area, etc. Includes handwritten 'INSPECTION ONLY'.

Endorsement hereon acknowledges receipt of and satisfaction for service rendered.

I certify the above to be true and an accurate record of my operations.

Customer Signature

Signature of Bruce Donaldson
Technician's Signature



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WOOD-DESTROYING ORGANISMS INSPECTION REPORT

ADAM H. PUTNAM
COMMISSIONER

Section 482.226, F.S. and Rule 5E-14.142, F.A.C.
Telephone Number (850) 617-7997

SECTION 1 - GENERAL INFORMATION

Inspection Company: BANGER TERMITES & Pest Control Business License Number: 5713
2887-22 AVE. N. UNIT E. Phone Number: 727-322-8227
St. Pete, FL 33713 Date of Inspection: 4-13-17
 Inspector's Name and Identification Card Number: BRUCE DOUGLASSON 4629
 Address of Property Inspected: 736-18 AVE. N.E. St. Pete, FL
 Structure(s) on Property Inspected: _____
 Inspection and Report requested by: MODERN TARA BAY HOMES
 Report Sent to Requestor and to: _____

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, but not limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, insulation or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.
 This property was not inspected for any fungi other than wood-decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report.
 Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood-destroying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions. **A wood-destroying organism (WDO) means an arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, and wood-decaying 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:
 - 1. LIVE WDO(s) _____
 - 2. EVIDENCE of WDO(s) (dead wood-destroying insects or insect parts, frass, shelter tubes, exit holes or other evidence):
drywood termite frass
subterranean termite shelter tubes
 - 3. DAMAGE caused by WDO(s) was observed and noted as follows:
shed back subterranean termite damage to
shooting boards

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:** metal siding
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 If Yes, the structure exhibits evidence of previous treatment. List what was observed: sticker Breaker Box

NOTE: The inspecting company can give no 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

Bruce Donaldson

Date:

4-13-17

Address of Property Inspected:

736-18 AVE N.E.
ST. PETE. FL.

Inspection Date:

4-13-17.

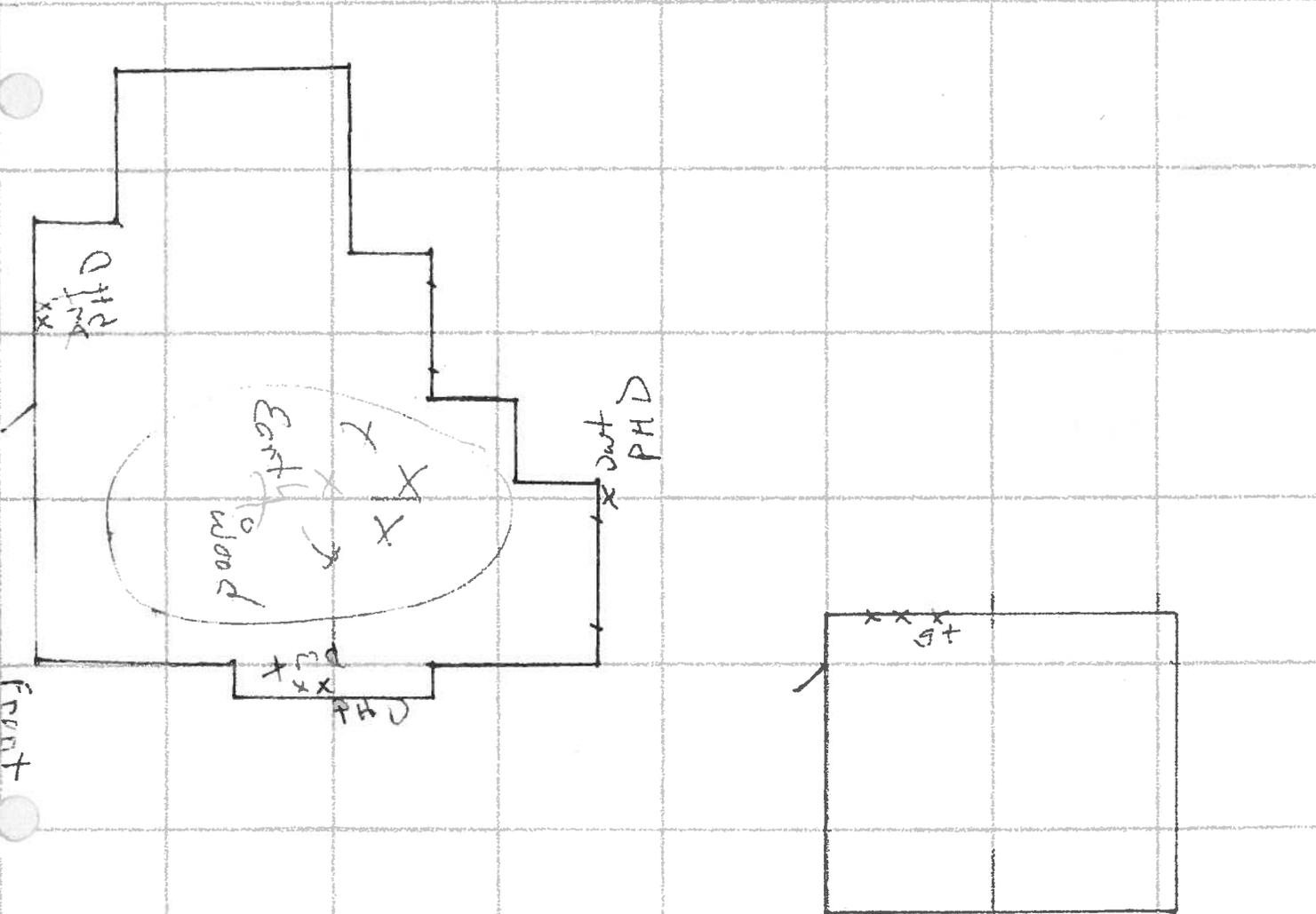
Owner/Agent MODERN LAMPBAY HOMES Phone _____ Office Phone _____
 Property at 734-18 AVE NE. City ST. PETE. State FL Zip _____
 Inspected by BRUCE DONALDSON Job Date _____ Date Insp. 4-13-17 Lin Ft. _____
 Foundation type: Crawl Floating slab Monolithic slab Supported slab Basement Sq Ft. _____
 Hollow block Solid concrete Open foundation (piers only) Siding Stucco Brick Veneer
 Roof: Shingle type _____ Tile type _____ Other _____
 Special instructions & comments _____
 Freshwater Drinking Well within 25' of Structure Yes No Adequate room in crawl space (minimum 18") to inspect & Treat Yes No

<input type="checkbox"/> Yes <input type="checkbox"/> No Electricity available <input type="checkbox"/> Yes <input type="checkbox"/> No Termites swarming <input type="checkbox"/> Yes <input type="checkbox"/> No Install plumbing access <input type="checkbox"/> Yes <input type="checkbox"/> No Debris: <input type="checkbox"/> heavy <input type="checkbox"/> light <input type="checkbox"/> Yes <input type="checkbox"/> No Remove form boards <input type="checkbox"/> Yes <input type="checkbox"/> No Treat tree stumps <input type="checkbox"/> Yes <input type="checkbox"/> No Earth/wood contact	KEY: Frt-front RT-right L-left Cntr-center <table border="1"> <thead> <tr> <th>Infested Area</th> <th>Yes</th> <th>No</th> <th>Comments</th> </tr> </thead> <tbody> <tr><td>Exterior</td><td></td><td></td><td></td></tr> <tr><td>Attic</td><td></td><td></td><td></td></tr> <tr><td>Joists</td><td></td><td></td><td></td></tr> <tr><td>Girders</td><td></td><td></td><td></td></tr> <tr><td>Sills</td><td></td><td></td><td></td></tr> <tr><td>Finished Floor</td><td></td><td></td><td></td></tr> <tr><td>Sub Floor</td><td></td><td></td><td></td></tr> <tr><td>Interior Trim</td><td></td><td></td><td></td></tr> <tr><td>Door Frames</td><td></td><td></td><td></td></tr> <tr><td>Window Frames</td><td></td><td></td><td></td></tr> </tbody> </table>	Infested Area	Yes	No	Comments	Exterior				Attic				Joists				Girders				Sills				Finished Floor				Sub Floor				Interior Trim				Door Frames				Window Frames				Key Symbols X - Evidence of Damage ST - Subterranean Termites DWT - Drywood Termites PPB - Powder Post Beetles WB - Wood Borers E/W - Earth/Wood Contact PHD - Possible Hidden Damage Scale - <input type="checkbox"/> 1 ft. <input type="checkbox"/> 2 ft. <input type="checkbox"/> 3 ft.
	Infested Area	Yes	No	Comments																																										
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KG INSPECTION	ROACHES American _____ Australian _____ Florida Woods _____ German _____ Asian _____ Brown Banded _____ Oriental _____	LOCATION _____ _____ _____ _____ _____	RODENTS Rats _____ Mice _____	LOCATION _____ _____	ANTS Carpenter _____ Pharaoh _____ Crazy _____ Ghost _____ Fire _____ Thief _____ Argentine _____ Pavement _____	LOCATION _____ _____ _____ _____	OTHER _____ _____ _____	LOCATION _____ _____ _____
			FLEAS _____	LOCATION _____				

Inspections are of visible, accessible areas only and should not be considered a guarantee of the absence of hidden or inaccessible damage.

TECHNICIAN SIGNATURE _____ C T McR NAT F



CUSTOMIZED SPECIFICATIONS FOR TREATMENT ARE KEYED TO DRAWING
 PRICES QUOTED HEREIN GOOD FOR 7 DAYS

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a strategy for mental health care in the UK. The strategy is based on the following principles:

• People with mental health problems should be treated as individuals, with their own needs and wishes.

• People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.

• People with mental health problems should be given the opportunity to live in their own homes and communities.

• People with mental health problems should be given the opportunity to work and to contribute to society.

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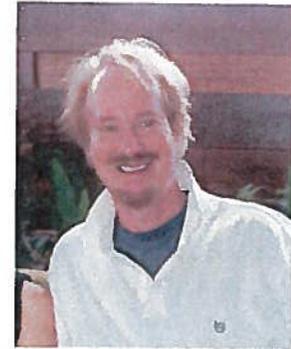
COOPER JOHNSON SMITH
ARCHITECTS & TOWN PLANNERS



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*
Hubbards 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*
MiraBay Town Center – *Apollo Beach, Florida*
FishHawk Aquatic Club – *Lithia, Florida*
Wakaari Resort – *Eurethra, 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 Miser 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
Marjorie 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 Classicist No.8, Coastal Living, New Old House, Traditional Home, Southern Living, New Old House/Florida-Caribbean Architecture, Metropolitan Home, Progressive Architecture

C O O P E R J O H N S O N S M I T H
A R C H I T E C T S & T O W N P L A N N E R S

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.

COOPER JOHNSON SMITH
ARCHITECTS & TOWN PLANNERS

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

the 1990s, the number of people with a mental health problem has increased in the UK, and the number of people with a mental health problem who are in contact with mental health services has also increased. This is reflected in the fact that the number of people with a mental health problem who are in contact with mental health services has increased from 1.5 million in 1990 to 2.5 million in 2000 (Mental Health Act Commission 2001).

The increase in the number of people with a mental health problem who are in contact with mental health services has been accompanied by a change in the way in which mental health services are delivered. In the 1990s, the majority of people with a mental health problem who were in contact with mental health services were in contact with mental health services through hospital-based services. However, in the 2000s, the majority of people with a mental health problem who are in contact with mental health services are in contact with mental health services through community-based services.

The change in the way in which mental health services are delivered has been driven by a number of factors. One of the main factors is the need to reduce the cost of mental health services. Community-based services are generally less expensive than hospital-based services, and this has led to a shift in the way in which mental health services are delivered. Another factor is the need to provide a more holistic approach to mental health care. Community-based services are better able to provide a holistic approach to mental health care, as they are able to take account of the social and environmental factors that can contribute to mental health problems.

The change in the way in which mental health services are delivered has also been driven by the need to improve the quality of mental health care. Community-based services are generally better able to provide a high quality of care, as they are able to provide a more personalised and flexible approach to care. This is reflected in the fact that the majority of people with a mental health problem who are in contact with mental health services are in contact with mental health services through community-based services.

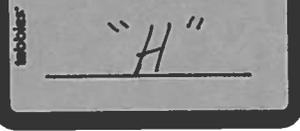
The change in the way in which mental health services are delivered has also been driven by the need to improve the accessibility of mental health services. Community-based services are generally more accessible than hospital-based services, as they are often located in the community. This is reflected in the fact that the majority of people with a mental health problem who are in contact with mental health services are in contact with mental health services through community-based services.

The change in the way in which mental health services are delivered has also been driven by the need to improve the effectiveness of mental health services. Community-based services are generally better able to provide an effective approach to mental health care, as they are able to provide a more holistic and personalised approach to care. This is reflected in the fact that the majority of people with a mental health problem who are in contact with mental health services are in contact with mental health services through community-based services.

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**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
Title Insurors of Florida
221 Second Avenue N.
St. Petersburg, Florida 33701
727-456-4700 fax: 727-456-4701**

B. TYPE OF LOAN
1. FHA 2. FMHA 3. CONV. UN
4. VA 5. CONV. INS
6. File Number: STP-15-0119 Loan Number: 401868000
8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower: Richard McGinniss
165 18th Avenue N.E.
St. Petersburg, Florida 33704

E. Seller: Mary Ann Pittman, as Successor Trustee of the Robert T. Pittman Declaration of Trust dated 17th day of May, 1996
243 Estado Way NE
St. Petersburg, Florida 33704

F. Lender: USAmeriBank
4790 140th Avenue N.
Clearwater, Florida 33762
736 18th Avenue N.E.

G. Property: St. Petersburg, Pinellas County, Florida 33704
W 54ft of Lot 3, Block 68, Snell & Hamlett's North Shore Add Rev. Replat Pinellas County, Florida

H. Settlement Agent: Title Insurors of Florida
Place of Settlement: 221 Second Avenue N., St. Petersburg, Florida 33701 Pinellas County

I. Settlement Date: April 10, 2015

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price	390,000.00	401. Contract Sales Price	390,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	10,895.05	403.	
Adjustments for Items Paid by Seller in Advance:		Adjustments for Items Paid by Seller in Advance:	
106. City / Town Taxes		406. City / Town Taxes	
107. County / Parish Taxes		407. County / Parish Taxes	
108. Assessments		408. Assessments	
120. Gross Amount Due from Borrower:	400,895.05	420. Gross Amount Due to Seller:	390,000.00
200. Amounts Paid by or in Behalf of Borrower:		500. Reductions in Amount Due to Seller:	
201. Deposit / Earnest Money	20,000.00	501. Excess Deposit (see instructions)	
202. Principal Amount of New Loan	234,000.00	502. Settlement Charges to Seller (Line 1400)	11,511.28
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage	
205.		505. Payoff of Second Mortgage	
206.		506. Purchase Money Mortgage	
Adjustments for Items Unpaid by Seller:		Adjustments for Items Unpaid by Seller:	
210. City / Town Taxes		510. City / Town Taxes	
211. County / Parish Taxes Jan 1, 2015 thru Apr 9, 2015	931.45	511. County / Parish Taxes Jan 1, 2015 thru Apr 9, 2015	931.45
212. Assessments		512. Assessments	
220. Total Paid by / for Borrower:	254,931.45	520. Total Reductions in Amount Due Seller:	12,442.73
300. Cash at Settlement from / to Borrower:		600. Cash at Settlement to / from Seller:	
301. Gross Amount due from Borrower (line 120)	400,895.05	601. Gross Amount due to Seller (line 420)	390,000.00
302. Less Amount Paid by/for Borrower (line 220)	254,931.45	602. Less Reductions Amount due Seller (line 520)	12,442.73
303. Cash From Borrower:	\$145,963.60	603. Cash To Seller:	\$377,557.27

L. Settlement Charges						Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission:							
Based on Price \$390,000.00 is \$6,000.00							
Division of Commission as follows							
701.	6,000.00 to RE/MAX Metro						
702.							
703.	Commission Paid at Settlement						
704.	Broker Only Commission to RE/MAX Metro						6,000.00
705.							275.00
800. Items Payable in Connection with Loan:							
801.	Loan Origination Fee to USAmeriBank					1,170.00	
802.	Loan Discount						
803.	Appraisal Fee: 736 18th Ave. NE to Bay One Appraisals					350.00	
804.	Credit Report						
805.	Tax Service Fee to LERETA					75.00	
806.	Flood Certification to LERETA					50.00	
807.	Appraisal Fee: 146 18th Ave. NE to Bay One Appraisals					575.00	
808.	Documentation Fee to USAmeriBank					500.00	
809.	Processing Fee to USAmeriBank					100.00	
810.	Appraisal Handling Fee (both properties) to RIMS					37.00	
900. Items Required by Lender to be Paid in Advance:							
901.	Daily interest - NONE						
902.	Mortgage Insurance Premium						
903.	Hazard Insurance Premium to Lloyd's of London					3,201.05	
904.	Flood Insurance Premium to Wright Flood					2,455.00	
1000. Reserves Deposited with Lender:							
1001.	Hazard Insurance						
1002.	Mortgage Insurance						
1003.	City Property Taxes						
1004.	County Property Taxes						
1005.	Annual Assessments						
1100. Title Charges:							
1101.	Settlement or Closing Fee to Title Insurors of Florida					595.00	285.00
1102.	Abstract or Title Search to Old Republic Title						65.00
1103.	Title Examination						
1104.	Title Insurance Binder						
1105.	Document Preparation						
1106.	Notary Fees						
1107.	Attorney Fees						
(includes above item numbers:							
1108.	Title Insurance to ORTI to Title Insurors of Florida					25.00	2,025.00
(includes above item numbers:							
1109.	Lender's Coverage 234,000.00 Risk Rate Premium: \$25.00						
1110.	Owner's Coverage 390,000.00 Risk Rate Premium: \$2,025.00						
1111.	Alta 8.1 Environmental Endo to Title Insurors of Florida					50.00	
1112.	Florida Form 9 to Title Insurors of Florida					205.00	
1113.	Florida Statutory Surcharge to Old Republic Title Insurance						3.28
1200. Government Recording and Transfer Charges:							
1201.	Recording Fees: Deed 18.50 Mortgage 78.00 Releases 0.00					96.50	
1202.	City/County Tax/Stamps: Deed 0.00 Mortgage 0.00						
1203.	State Tax/Stamps: Deed 2,730.00 Mortgage 819.00					819.00	2,730.00
1204.	Intangible Tax to Clerk of the Circuit Court					468.00	
1205.	Assignments of Rents to Clerk of the Circuit Court					52.50	
1206.	Record UCC-1 Financing Statement to Clerk of the Circuit Court					27.00	
1207.	Record UCC-1 Financing Statement to Clerk of the Circuit Court					44.00	
1208.	Recording Death Affidavit to Clerk of the Circuit Court						10.00
1209.	Recording Certificate of Trust to Clerk of the Circuit Court						61.00
1300. Additional Settlement Charges:							
1301.	Survey						
1302.	Pest Inspection						
1303.	Assessment Search to Title Insurors of Florida						57.00
1304.							
1305.							
1306.							
1307.							
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)						\$10,895.05	\$11,511.28

A. **U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
SETTLEMENT STATEMENT
Title Insurors 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.

Borrower: _____
Richard McGinniss

Seller: _____
Mary Ann Pitman, as Successor Trustee of the Robert T. Pittman
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 Estelionis

Date: April 10, 2015

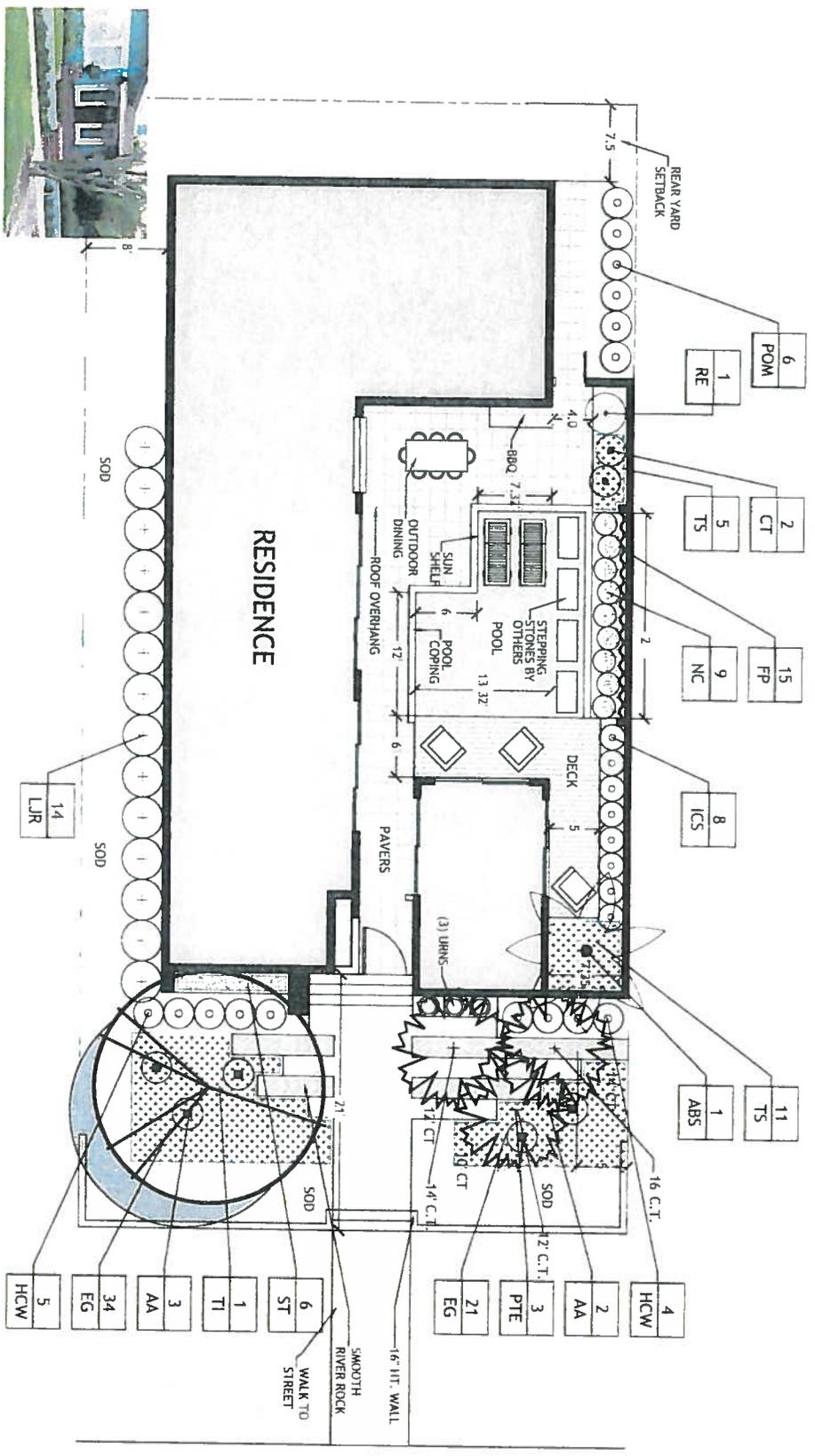
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

- 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



PLANT MATERIAL SCHEDULE

QTY	CODE	BOTANICAL NAME	COMMON NAME	SPECIFICATION	QTY	CODE	BOTANICAL NAME	COMMON NAME	SPECIFICATION
1	AA	ACAVE ATTENUATA BLUE	BLUE FOX TAIL AGAVE	7 GAL., 24-30" HT. x 24-30" SPR.	6	POM	PODOCARPUS MACROPHYLLA	PODOCARPUS	7 GAL., 78" HT. x 16" SPD., DENSE
2	CT	ALCASCIA MACROBRIZA BLACK STEM	BLACK STEM ALCASCIA	15 GAL., 8-10" HT. x 4-6 SPR.	3	PTI	PHYLOSPERMA LITIGANS	AL EXANDER PALM	SEE PLAN FOR C.F. HT.
55	EG	COBYLINE FRUTICOSA	HAWAIIAN TI PLANT	3 GAL., 30-36" HT., MULTI TRUNK	1	RL	RILAPIS EXCELSA	1 ADP PALM	36" HT., 3-5 STEM, FULL
15	FP	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12-18" HT. x 18-24" SPD.	1	T	TABERBUM IMPETIGINOSA	PURPLE THROAT FLOWER	12-14" HT. x 6" SPD.
9	HCW	FICUS PUMILA REPENS	CREETING FIG	1 GAL., 10" HT. x 10" SPR.	16	TS	TIBADI SCANTIA SPATIACIA	MOSIS IN-THE GRASS	1 GAL., 12" HT. x 12" SPD.
8	ICS	HEDYCLIVUM CORNIGERUM	WHITE GINGER LILY	3 GAL., 24-36" HT. x 24-36" SPR.					
14	LRR	HEX CERINATA SKY PENCIL	SKY PENCIL HOLLY	3 GAL., 18-20" HT. x 10" SPD					
9	NC	LOGSTIUM JAPONICUM RECURRENDOUM	CURVED LEAF PRIVET	3 GAL., 24-36" HT. x 24-36" SPR.					
		NEOMARICA CARULEA REGINA	GIANT APOSTLES IRIS	3 GAL., 26" HT. x 10" SPD					

736 18th Ave NE
ST. PETERSBURG | FL

LANDSCAPE REVISION

BIDIG BOOTH CONSULTANTS
11700 Highway 19 North, Suite 200
St. Petersburg, FL 33737
727.321.1000

<p>REVISIONS:</p>	<p>CHECKED BY: HB</p> <p>DRAWN BY: CP, KR</p> <p>05/15/17</p> <p>15052</p>
<p>L1.00</p>	

US AmeriBank
BANKING ON VALUES
PROMISSORY NOTE



References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: Richard McGinnies
185 18th Avenue Northeast
St. Petersburg, FL 33704

Lender: USAMERIBANK
Operations Center - (FL)
4700 140th Avenue N.
Clearwater, FL 33762

Principal Amount: \$385,000.00

Date of Note: September 17, 2015

PROMISE TO PAY. Richard McGinnies ("Borrower") promises to pay to USAMERIBANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Eighty-five Thousand & 00/100 Dollars (\$385,000.00), together with interest on the unpaid principal balance from September 17, 2015, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.000% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 30 regular payments of \$2,774.47 each and one irregular last payment estimated at \$359,720.29. Borrower's first payment is due October 10, 2015, and all subsequent payments are due on the same day of each month after that. Borrower's final 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 escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed 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", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing 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 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. 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 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 Grantor 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 this 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 workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

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 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 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 or forfeiture proceeding and if Borrower gives Lender written notice of the 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)**

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Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. 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 amended 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 someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, 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 sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any 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.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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 Keogh 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 setoff all sums owing on the indebtedness against any and all such accounts.

GARNISHMENT. Borrower consents 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. that certain Mortgage 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 that 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 Agreements dated April 10, 2015 and of even date herewith;

E. UCC-1 Financing Statement recorded April 17, 2015 in O R Book 18748, Page 1148 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.

PRIOR NOTE. 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 in 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 inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender 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: USAMERIBANK, Operations Center - (FL), 4790 140th Avenue N., Clearwater, FL 33762.

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 law 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 forgo enforcing any of its 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, waive 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.

**PROMISSORY NOTE
(Continued)**

Loan No: 401868000

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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.

BORROWER:


X _____
Richard McGinnis

Florida Documentary Stamp Tax

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$819.00 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 \$637.25 HAS BEEN PAID FOR THIS NOTE ON THE MORTGAGE DATED OF EVEN DATE HERewith IN CONNECTION WITH THE INCREASE OF \$153,497.96 SECURING THIS NOTE.



BANKING ON VALUES

BUSINESS LOAN AGREEMENT

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Richard McGinnis
166 18th Avenue Northeast
St. Petersburg, FL 33704

Lender: USAMERIBANK
Operations Center - (FL)
4790 140th Avenue N.
Clearwater, FL 33762

THIS BUSINESS LOAN AGREEMENT dated September 17, 2016, is made and executed between Richard McGinnis ("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 representations, 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.

TERM. This Agreement shall be effective as of September 17, 2016, 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 fees 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 fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements 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) guaranties; (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 have paid 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, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Business Activities. Borrower maintains an office at 166 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 including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary 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 filings 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 disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse 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 Security 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; or (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

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 ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter 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 due diligence 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.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers 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 Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all 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 Records. 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 all reasonable times.

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, amounts, coverages 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 coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include 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 offered a security interest for the Loans, 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 risks 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 (however not more often than annually), 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.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans 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.

<u>Name of Guarantor</u>	<u>Amount</u>
Madom Tampa Bay Homes, Inc.	Unlimited

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 all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**BUSINESS LOAN AGREEMENT
(Continued)**

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Loan No: 401888000

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, 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 on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

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; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings 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 law, rule, regulation, order or directive, sit or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender 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 Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of 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 software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and 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 any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with 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 action 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 as Lender or its attorneys may reasonably request to evidence and secure the Loans and to 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 or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy 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 amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge 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 discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower'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, 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 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 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 apportioned 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.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

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 as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

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.

Loans, Acquisitions and Guaranties. (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.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION 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 limit, modify or revoke such Guarantor's guaranty of 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 Keogh 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 setoff all sums owing on the indebtedness against any and all such accounts.

DEFAULT. 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 Grantor 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 Grantor's property or Borrower's or any Grantor'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 on 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 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 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.

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 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 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 or forfeiture proceeding and if Borrower gives Lender written notice of the 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.

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 singly 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 Grantor 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 tested annually beginning 12/31/2015. Debt Service Coverage is calculated as NOI (defined as Net Operating Income and is equal to net profit before interest, income taxes, depreciation and amortization) before distributions divided by subject principal and interest payments.

MISCELLANEOUS 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.

Attorneys' 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 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 also 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

provisions of this Agreement.

Consent to Loan Participation. 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 purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a 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 interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement 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 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. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement 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, 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 notice given by Lender to 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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any 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. Time is of the essence in the performance of this Agreement.

Waive 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 meanings attributed to such terms 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 on 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, 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, lien or title retention contract, lease or consignment intended as a security device, 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)**

Loan No: 401868000

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Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1501, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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.

Grantor. The word "Grantor" 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 waste 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 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 in 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.

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 either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, 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 net value of Borrower's assets.

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 Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, 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, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether 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:

X
Richard McBratley

LENDER:

USAMERIBANK

By: 
Authorized Signor

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015106195 04/17/2015 at 09:19 AM
OFF REC BK: 18748 PG: 1131-1139
DocType:MTG RECORDING: \$70.00

M DOC STAMP: \$919.00 INT TAX: \$468.00

RECORDATION REQUESTED BY:

USAMERIBANK
Operations Center - (FL)
4790 140th Avenue N.
Clearwater, FL 33762

245

WHEN RECORDED MAIL TO:

USAmeriBank
Operations Center - FL
PO Box 17540
Clearwater, FL 33762

This Mortgage prepared by:

Name: Doc Prep Dept - J Porter
Company: USAMERIBANK
Address: 4790 140th Avenue N., Clearwater, FL 33762

USAmeriBank

**MORTGAGE
FUTURE ADVANCES**

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 \$468,000.00, 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, 2015, is made and executed between Richard McGinnis, an unmarried man, whose address is 165 18th Avenue Northeast, St. Petersburg, FL 33704 (referred to below as "Grantor") and USAMERIBANK, whose address is 4790 140th Avenue N., 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 existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, 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 54 feet of Lot 3, Block 68, REVISED PLAT OF BLOCKS 37, 38, 65, 66, 67 AND 68, and Water Lots A to V, inclusive in SNELL & HAMLETT'S NORTH SHORE SUBDIVISION, a subdivision according to the plat thereof recorded at Plat Book 4, Page 39, 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 17-31-17-83221-068-0030.

THE PROPERTY HEREIN 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 in its discretion 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 \$234,000.00, 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 Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable 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 Substance 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, (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 Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and 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 this section of the 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 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 Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, 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.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on 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, scoria, 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 Liens. 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 interest.

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 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 contract, land contract, contract for 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)**

Loan No: 401888000

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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, payroll taxes, 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 material 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 specifically 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. Grantor 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 obligee 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 is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include 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 casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, 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 their receipt and which Lender has not committed to the repair or restoration 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 EXPENDITURES. If any action or proceeding is commenced 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, liens, security interests, encumbrances 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 option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned 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 these amounts. Such 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

liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor 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 Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor 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 Grantor 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. Grantor 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 Grantor 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.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor 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 Grantor 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.

Application 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, Grantor 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. Grantor shall reimburse 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 the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor 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) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

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 or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests 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, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code) are as 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, Grantor will make, execute 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, refiled, or rerecorded, 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, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by 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 purpose 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 suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file 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 effect 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.

Default 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 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.

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 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.

Breach of Other Agreement. Any breach by 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 existing 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 revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance 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:

Accelerate 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.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property.

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 solvency 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 admitted 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 preceding foreclosure or 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 serve 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 Foreclosure. 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 at Sufferance. 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 portion 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.

Election of Remedies. 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 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 and/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 adjudge 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 repaid. 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), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any 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 telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning 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 at 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

parties as to the matters set forth in this Mortgage. No alteration of 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 accepted 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 exercising 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 that 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.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, 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.

Merger. There shall be no merger of the interest or estate 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 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 Mortgage. 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 Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Richard McGinnis and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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 McGinnis.

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 sense and include without limitation any and all hazardous or toxic substances, materials or waste 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.

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 this 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, 2015, 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, 2018.

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 accessions, parts, and additions 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.

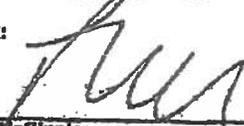
Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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.

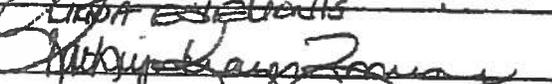
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Richard McGinnis

WITNESSES:

X 
LINDA ESCHLICH

KATHRYN KRAUS


INDIVIDUAL ACKNOWLEDGMENT

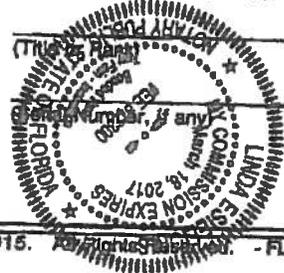
STATE OF FLORIDA

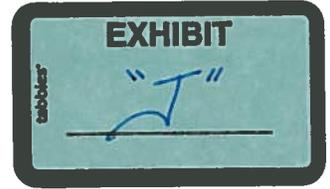
COUNTY OF PINELLAS

)
) ss
)

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 DRIVERS LICENSE as identification.

[Signature]
(Signature of Person Taking Acknowledgment)
[Name]
(Name of Acknowledger Typed, Printed or Stamped)





2014 Roll Details — Real Estate Account At 146 18TH AVE NE, ST PETERSBURG

Real Estate Account #R197736 [Parcel details](#) [Latest bill](#) [Full bill history](#) [Print this page](#)

2016	2015	2014	2013	...	1999
PAID	PAID	PAID	PAID		PAID

[Get Bills by Email](#)

PAID 2014-12-03 \$5,329.43
Effective 2014-11-28
Receipt #755-14-088397

Owner: MC GINNISS, RICHARD
147 2ND AVE S STE 210
ST PETERSBURG FL 33701
Situs: 146 18TH AVE NE
ST PETERSBURG

Account number: R197736
Parcel Number: 18 31/17/83217/022.0030
Millage code: SP - ST PETERSBURG TR
Millage rate: 22.8749

Assessed value: 284,120
School assessed value: 284,120

Exemptions

ADDITIONAL HOMESTEAD: 25,000
HOMESTEAD: 25,000

[View](#) Property Appraiser

2014 Annual bill

Ad valorem: \$5,551.49
Non-ad valorem: \$0.00
Total Discountable: 5551.49
No Discount NAVA: 0.00
Total tax:

Legal description

SNELL & HAMLETT'S NORTH SHORE ADD BLK 22, LOT 3
Location

Property class:

Range: 17
Township: 31
Section: 18
Neighborhood: SNELL & HAMLETT'S NORTH SHORE ADD
Block: 022
Lot: 0033
Use code: 0810
Total acres: 0.000





2014 Roll Details — Real Estate Account At 146 18TH AVE NE, ST PETERSBURG

Real Estate Account #R197736

Parcel details Latest bill Full bill history Print this page

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Site: 146 18TH AVE NE
ST PETERSBURG

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Millage rate: 22.8749

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Property Appraiser

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Lot: 0030
Use code: 0810
Total acres: 0.000



the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000). This rapid population growth is putting a strain on the world's resources, particularly in the developing world. As a result, the number of people who are living in poverty is increasing.

Another reason for the increase in poverty is the rapid technological change in the developed world. As a result of technological change, many jobs in the developed world have been lost. This has led to a large number of people who are unemployed and living in poverty. In addition, the rapid technological change has led to a large number of people who are living in poverty in the developing world. This is because the developing world is not able to keep up with the rapid technological change in the developed world.

There are a number of ways in which the world can reduce the number of people who are living in poverty. One way is to reduce the rate of population growth in the developing world. This can be done by providing access to family planning services. Another way is to create more jobs in the developing world. This can be done by providing access to education and training. In addition, the world can reduce the number of people who are living in poverty by providing access to social services, such as health care and housing.

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Appraisal Report

File No.: R1703086A

SUBJECT	Property Address: 736 18th Ave NE		City: Saint Petersburg		State: FL Zip Code: 33704	
	County: Pinellas		Legal Description: Snell & Hamlett's North Shore Add Rev. Replat Blk 68, W 54' of Lot 3			
ASSIGNMENT	Assessor's Parcel #: 17-31-17-83221-068-0030		Tax Year: 2016		R.E. Taxes: \$ 11,255 Special Assessments: \$ NoneKwn	
	Current Owner of Record: Richard McGinniss		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing			
MARKET AREA DESCRIPTION	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ _____ per year <input type="checkbox"/> per month		Map Reference: 31-17-17 Census Tract: 0237.00	
	Market Area Name: Old Northeast					
SITE DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined) or <input type="checkbox"/> other type of value (describe)					
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective					
DESCRIPTION OF THE IMPROVEMENTS	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)					
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)					
Intended Use: The intended use is to assist the client by estimating the market value.						
Intended User(s) (by name or type): Richard McGinniss						
Client: Richard McGinniss Address: 736 18th Ave NE, Saint Petersburg, FL 33704						
Appraiser: Brian Robinson, Cert Res RD7828 Address: 1100 16th Street N, St. Petersburg, FL 33705						
MARKET AREA DESCRIPTION	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy		One-Unit Housing	
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> Under 25%		<input checked="" type="checkbox"/> Owner		PRICE AGE	
MARKET AREA DESCRIPTION	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		<input type="checkbox"/> Tenant		Present Land Use	
	Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		<input checked="" type="checkbox"/> Vacant (0-5%)		One-Unit 81%	
MARKET AREA DESCRIPTION	Demand/Supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		<input checked="" type="checkbox"/> Vacant (>5%)		2-4 Unit 10%	
	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		450 Pred 60 Other %		Multi-Unit 1%	
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject is located in the Old Northeast area of St. Petersburg. This is an area comprised primarily of well kept 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.						
SITE DESCRIPTION	Dimensions: 54 x 110		Site Area: 5,940 Sq.Ft.		<input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac	
	Zoning Classification: NT-3 Description: Neighborhood Traditional Single Family		Topography: Basically level			
SITE DESCRIPTION	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Size: Average		Shape: Rectangular	
	Utilities: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Description		Drainage: Appears adequate	
SITE DESCRIPTION	Electricity: <input checked="" type="checkbox"/> <input type="checkbox"/>		Off-site Improvements		View: Residential	
	Gas: <input type="checkbox"/> <input type="checkbox"/>		Street: Brick		Landscaping: Average	
SITE DESCRIPTION	Water: <input checked="" type="checkbox"/> <input type="checkbox"/>		Curb/Gutter: Concrete			
	Sanitary Sewer: <input checked="" type="checkbox"/> <input type="checkbox"/>		Sidewalk: Concrete			
SITE DESCRIPTION	Storm Sewer: <input checked="" type="checkbox"/> <input type="checkbox"/>		Street Lights: Yes			
	FEMA Spec'l Flood Hazard Area: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FEMA Flood Zone: AE		FEMA Map # 12103C0217G FEMA Map Date 09/03/2003	
Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)						
Actual Use as of Effective Date: Single Family Use as appraised in this report: Single Family						
Summary of Highest & Best Use: 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.						
Site Comments: No adverse easements, 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.						
DESCRIPTION OF THE IMPROVEMENTS	General Description		Exterior Description		Foundation	
	# of Units: 1 <input type="checkbox"/> Acc. Unit		Foundation: Footings		Slab: No	
DESCRIPTION OF THE IMPROVEMENTS	# of Stories: 2		Exterior Walls: Frame, siding		Crawl Space: Yes	
	Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface: Shingle		Basement: N/A	
DESCRIPTION OF THE IMPROVEMENTS	Design (Style): Two Story		Gutters & Downspouts: Alum		Sump Pump: <input type="checkbox"/>	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und. Cons.		Window Type: Alum, Wdh		Dampness: <input type="checkbox"/>	
DESCRIPTION OF THE IMPROVEMENTS	Actual Age (Yrs.): Built 1925		Storm/Screen: Screens		Settlement: Yes	
	Effective Age (Yrs.): 45				Infestation: None known	
DESCRIPTION OF THE IMPROVEMENTS	Interior Description		Appliances		Attic	
	Floors: Tile, carpet, wood		Refrigerator: <input checked="" type="checkbox"/> None <input type="checkbox"/>		Fireplace(s) # 1	
DESCRIPTION OF THE IMPROVEMENTS	Walls: DW, Plaster		Range/Oven: <input checked="" type="checkbox"/> Stairs <input type="checkbox"/>		Patio	
	Trim/Finish: Wood		Disposal: <input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/>		Deck	
DESCRIPTION OF THE IMPROVEMENTS	Bath Floor: Tile		Dishwasher: <input checked="" type="checkbox"/> Scuttle <input checked="" type="checkbox"/>		Porch	
	Bath Wainscot: Tile		Fan/Hood: <input checked="" type="checkbox"/> Floor <input type="checkbox"/>		Fence	
DESCRIPTION OF THE IMPROVEMENTS	Doors: Wood		Microwave: <input checked="" type="checkbox"/> Heated <input type="checkbox"/>		Pool	
			Washer/Dryer: <input checked="" type="checkbox"/> Finished <input type="checkbox"/>		Screen	
Finished area above grade contains: 8 Rooms 3 Bedrooms 2.1 Bath(s) 1,958 Square Feet of Gross Living Area Above Grade						
Additional features: Entry porch, screen inground pool/deck, fireplace, one car open space.						
Describe the condition of the property (including physical, functional and external obsolescence): The subject property is mostly older and potential buyers would likely consider update costs in their purchase decision or even razing (demo) the existing house. Some settlement is evident by uneven floors, prior home inspection indicated roof and pest issues. Pinellas County Tax Records indicate 1,958sf of living area and is used in this report.						
Garage current used as storage with pool pump: no garage door access from alley or driveway, also driveway is blocked by large A/C's units.						

Appraisal Report

File No.: R1703086A

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **MLS, Pinellas County Tax Assessor (via their website)**

1st Prior Subject Sale/Transfer
 Date: **04/08/2015**
 Price: **\$390,000**
 Source(s): **MLS, Tax Record**

2nd Prior Subject Sale/Transfer
 Date:
 Price:
 Source(s):

Analysis of Sale/Transfer History: **The subject sold 4/15 for \$390,000. The subject is not currently listed on the MLS and not known to be under contract.**

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	736 18th Ave NE Saint Petersburg, FL 33704	325 18th Ave NE Saint Petersburg, FL 33704	116 20th Ave NE Saint Petersburg, FL 33704	416 21st Ave NE Saint Petersburg, FL 33704
Proximity to Subject		0.33 miles W	0.52 miles W	0.31 miles NW
Sale Price	\$	\$ 480,000	\$ 392,000	\$ 495,000
Sale Price/GLA	\$ /sq.ft.	\$ 235.99 /sq.ft.	\$ 240.34 /sq.ft.	\$ 266.99 /sq.ft.
Data Source(s)	Inspected 4/17	PubRcrds/MLS	PubRcrds/MLS	PubRcrds/MLS
Verification Source(s)	Public Records	ORB 19482-0206	ORB 19495-2528	ORB 19210-0499
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION
Sales or Financing				
Concessions	N/A	no known concessions	\$260	-200
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Date of Sale/Time	N/A	1/17	1/17	4/16
Location	Old NE / Gd	Old NE / Avg +10%	Old NE / Avg +10%	Old NE / Avg +10%
Site	6,175sf	4,400sf	4,291sf	6,630sf
View	Residential	Residential	Residential	Residential
Design (Style)	Two Story	Two Story	One Story	Two Story
Quality of Construction	Average	Average	Average	Average
Actual Age	Built 1925	Built 1925	Built 1925	Built 1915
Condition	Average	Good	Average	Good
Above Grade				
Room Count	Total Bdrms Baths 8 3 2.1	Total Bdrms Baths 8 4 3	Total Bdrms Baths 7 3 2	Total Bdrms Baths 8 4 3
Gross Living Area	1,958 sq.ft.	2,034 sq.ft.	1,631 sq.ft.	1,854 sq.ft.
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central H/A	Central H/A	Central H/A	Central H/A
Energy Efficient Items	Typical	Est. Similar	Est. Similar	Est. Similar
Garage/Carport	Open Parking	Open Parking	1 car garage	Open Parking
Porch/Patio/Deck	Entry	Entry, Patio	Entry, Deck, Patio	Ent, Balcy, Pat Lrg
Other	Scn Pool/deck	None	None	Scn Pool/deck
Other	Fireplace	Fireplace	Fireplace	Fireplace

prior sale past 3 years	4/15 \$390K	no sale in past year	no sale in past year	no sale in past year
Net Adjustment (Total)	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 12,400	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 78,600	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,300	
Adjusted Sale Price of Comparables	Net 2.6 % Gross 27.8 %	Net 20.1 % Gross 24.7 %	Net 1.1 % Gross 23.6 %	
Summary of Sales Comparison Approach	\$ 492,400	\$ 470,600	\$ 489,700	

The three "gridded" sales were all MLS listed homes from the Old Northeast market area. Although having Old NE locations, these blocks belong to the west are generally less desirable hence upward location adjustments area made. There was one listing found on the subject block, 725 18th Ave NE, with an Ask of \$785K and it is under contract with a projected close of 4/20/2017; this 1925 built home is much larger vs subject (has 3,703sf).

The adjusted sale prices (rounded) of the three Comps are \$492K, \$471K and \$490K. Considering all data, and using a blended weighting of the sales, a rounded \$480,000 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 \$572K, per owner, attached. As with the sales above, those homes are in Old NE but on less appealing blocks vs subject.

I used six recently sold properties listed below; they are renovated homes located within Old Northeast.

Address	Sale Date	Sale Price	Living Sq.Ft.	Price per Sq.Ft.	BR/BA	Garage	Pool	Other
247 16th Ave NE	3/17	\$627.5K	1,943sf	\$323 psf	3/2	2c	No	N/A
315 20th Ave NE	12/16	\$695K	1,976sf	\$352 psf	3/2.1	2c	Yes	N/A
205 20th Ave NE	2/17	\$643K	2,222sf	\$289 psf	4/3	2c	Yes	Det.Inlaw
2326 Andalusia Way NE	3/17	\$710.6K	2,360sf	\$301 psf	4/3.1	Open	No	N/A
405 20th Ave NE	2/17	\$737K	2,462sf	\$299 psf	4/2.1	2c	No	N/A
405 15th Ave NE	10/16	\$750K	2,490sf	\$301 psf	4/3.1	2c	Yes	Det.Inlaw

The Sale price range is \$627.5K to \$750K with a Price per Sq.Ft. range of \$289 to \$352. Based on the above data, I estimate the proposed renovated home to have a value estimate of a rounded \$700,000. This is equivalent to \$358psf for the subject. This is slightly above the highest sale (psf) above, but this is expected as subject "after value" is based on substantial renovation, plus subject is located on an appealing block. This value estimate is based on the hypothetical condition that the renovation/repairs are complete; this may effect assignment results.

Indicated Value by Sales Comparison Approach \$ **480,000**



Appraisal Report

File No.: R1703086A

COST APPROACH TO VALUE (if developed) The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): **Old Northeast land sales: 720 16th Ave NE sold 2/17 for \$500K, 6,600sf; 135 9th Ave NE sold 8/16 for \$400K, 7,620sf; 625 19th Ave NE sold 7/16 for \$450K, 6,600sf; 338 21st Ave NE sold 8/16 for \$400K, 6,600sf. The 16th Ave NE sale (first listed) is very recent, and sold at \$500K; it is a 60' wide lot vs subject at 54'. Based on these nearby land sales, a rounded \$450,000 is used as estimated subject site value. Land value estimate is as vacant and available to be put to its highest and best use (single family construction).**

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	450,000
Source of cost data: N/A	DWELLING	Sq.Ft. @ \$	= \$
Quality rating from cost service: Effective date of cost data:		Sq.Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.):		Sq.Ft. @ \$	= \$
The Cost Approach is not a necessary approach to provide a credible value estimate of the subject due to the age of the improvements, and consequently it was not developed.		Sq.Ft. @ \$	= \$
		Sq.Ft. @ \$	= \$
	Garage/Carport	Sq.Ft. @ \$	= \$
	Total Estimate of Cost-New		= \$
	Less Physical Functional External		= \$
	Depreciation		= \$()
	Depreciated Cost of Improvements		= \$
	"As-Is" Value of Site Improvements		= \$
			= \$
Estimated Remaining Economic Life (if required):	Years	INDICATED VALUE BY COST APPROACH	= \$

INCOME APPROACH TO VALUE (if developed) The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM): **The majority of area homes are purchased by owner occupants and rental income is not a major consideration in the purchase, and therefore the Income Approach is not applicable for this single family home.**

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: N/A

Describe common elements and recreational facilities: N/A

Indicated Value by: Sales Comparison Approach \$ 480,000 Cost Approach (if developed) \$ N/A Income Approach (if developed) \$

Final Reconciliation **The value of the Sales Comparison Approach is used as the market value estimate. The Cost Approach and Income Approach are not included in this report.**

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 480,000, as of: April 4, 2017, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 20 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

<input type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certifications	<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/> Narrative Addendum
<input type="checkbox"/> Sketch Addendum	<input checked="" type="checkbox"/> Location Map(s)	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Additional Sales	<input type="checkbox"/> Cost Addendum
<input type="checkbox"/> Manuf. House Addendum	<input checked="" type="checkbox"/> Plat Map	<input type="checkbox"/> Flood Map	<input checked="" type="checkbox"/> Subject Photos	<input checked="" type="checkbox"/> Photos of sales

Client Contact: Client Name: **Richard McGinniss**

E-Mail: Address: **736 18th Ave NE, Saint Petersburg, FL 33704**

APPRAISER

Appraiser Name: **Brian Robinson, Cert Res RD7828**

Company: **Valbridge Property Advisors-Entreken Assoc Inc**

Phone: **(727) 894-1900 x213** Fax:

E-Mail: **brobinson@valbridge.com**

Date of Report (Signature): **April 11, 2017**

License or Certification #: **Cert Res RD7828** State: **FL**

Expiration Date of License or Certification: **11/30/2018**

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: **April 4, 2017**

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature): **April 11, 2017**

License or Certification #:

Expiration Date of License or Certification:

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection:



Scope Of Work, Assumptions, & Limiting Conditions

File No.: R1703086A

Property Address: 736 18th Ave NE

City: Saint Petersburg

State: FL Zip Code: 33704

Client: Richard McGinniss

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

Appraiser: Brian Robinson, Cert Res RD7828

Address: 1100 16th Street N, St. Petersburg, FL 33705

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser 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, therefore, 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 provided a sketch in the appraisal report 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 size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an Identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, 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 estimated 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 invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent 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 them 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 provided 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 engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-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 by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home 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, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal 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 interior and exterior 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 sale 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/sellers.

Certifications

Property Address: 736 18th Ave NE		City: Saint Petersburg		File No.: R1703086A	
Client: Richard McGinniss		Address: 736 18th Ave NE, Saint Petersburg, FL 33704		State: FL Zip Code: 33704	
Appraiser: Brian Robinson, Cert Res RD7828		Address: 1100 16th Street N, St. Petersburg, FL 33705			

APPRAISER'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 by the stated user(s), of the reported analyses, opinions, and conclusions are 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.

Client Contact: _____		Client Name: Richard McGinniss	
E-Mail: _____		Address: 736 18th Ave NE, Saint Petersburg, FL 33704	

SIGNATURES	APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
		
	Appraiser Name: Brian Robinson, Cert Res RD7828	Supervisory or Co-Appraiser Name: _____
	Company: Valbridge Property Advisors-Entreken Assoc Inc	Company: _____
	Phone: (727) 894-1800 x213 Fax: _____	Phone: _____ Fax: _____
	E-Mail: brobinson@valbridge.com	E-Mail: _____
Date Report Signed: April 11, 2017	Date Report Signed: April 11, 2017	
License or Certification #: Cert Res RD7828 State: FL	License or Certification #: _____ State: _____	
Expiration Date of License or Certification: 11/30/2018	Expiration Date of License or Certification: _____	
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
Date of Inspection: April 4, 2017	Date of Inspection: _____	

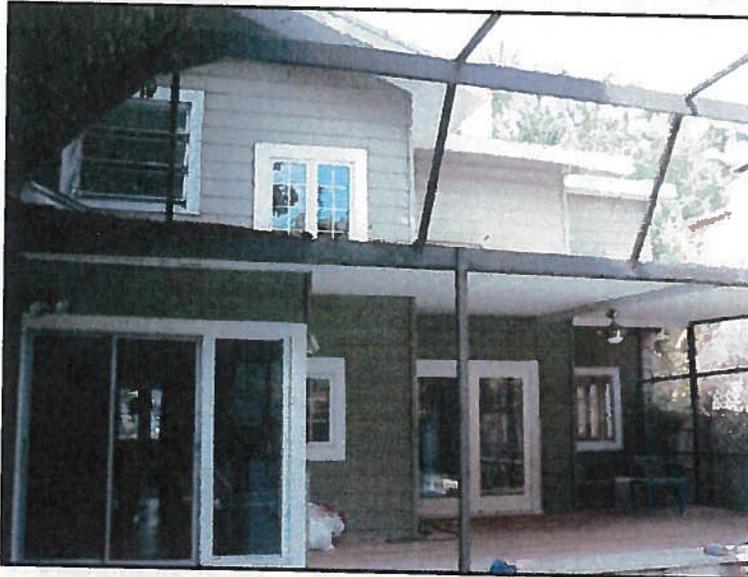
Subject Photo Page

Borrower/Client	N/A		
Property Address	736 18th Ave NE		
City	Saint Petersburg	County	Pinellas
Client	Richard McGinniss	State	FL
		Zip Code	33704



Subject Front

736 18th Ave NE
Sales Price
GLA 1,958
Total Rooms 8
Total Bdrms 3
Total Baths 2.1
Location Old NE / Gd
View Residential
Site 6,175sf
Quality Average
Age Built 1925



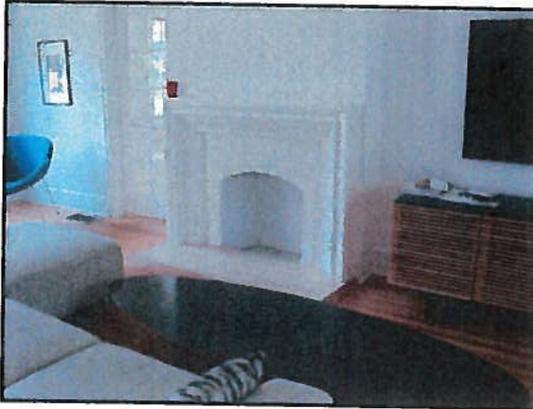
Subject Rear



Subject Street

Photograph Addendum

Borrower/Client	N/A				
Property Address	736 18th Ave NE				
City	Saint Petersburg	County	Pinellas	State	FL
Client	Richard McGinniss			Zip Code	33704



living, fireplace



dining



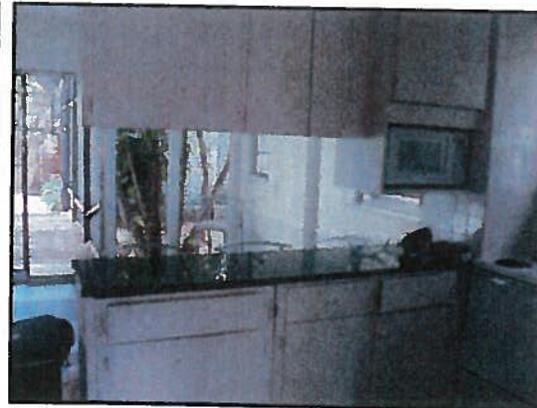
den



1/2 bath



kitchen



kitchen

Photograph Addendum

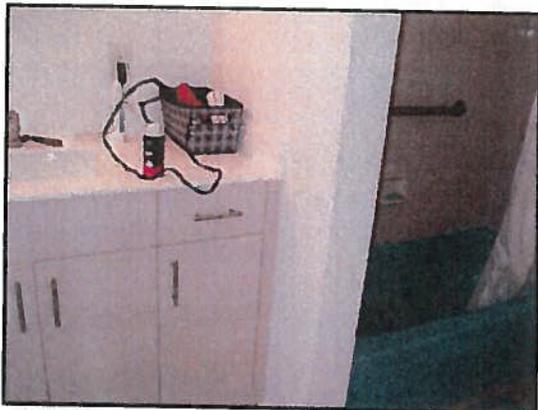
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Property Address	736 18th Ave NE				
City	Saint Petersburg	County	Pinellas	State	FL
Client	Richard McGinniss			Zip Code	33704



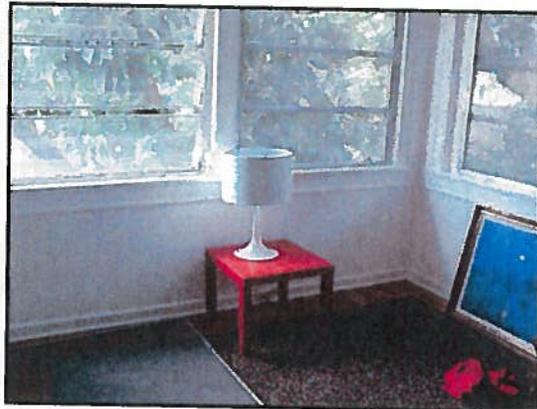
staircase



m bedroom



m bath



bedroom



bath



bedroom

Photograph Addendum

Borrower/Client	N/A				
Property Address	736 18th Ave NE				
City	Saint Petersburg	County	Pinellas	State	FL
Client	Richard McGinniss	Zip Code	33704		



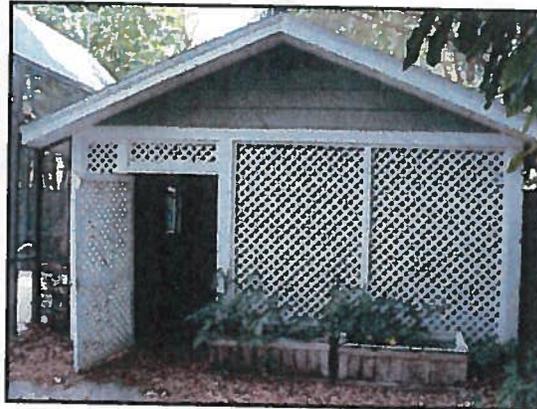
screen pool



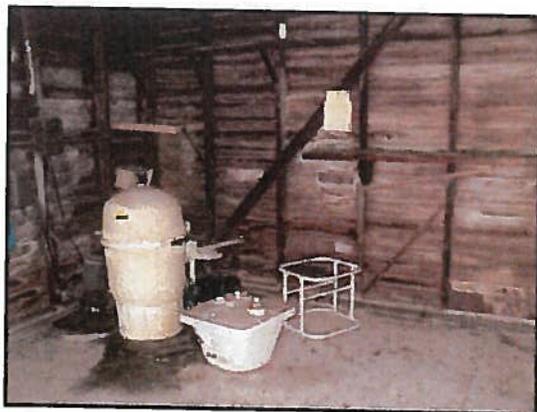
A/C's



garage



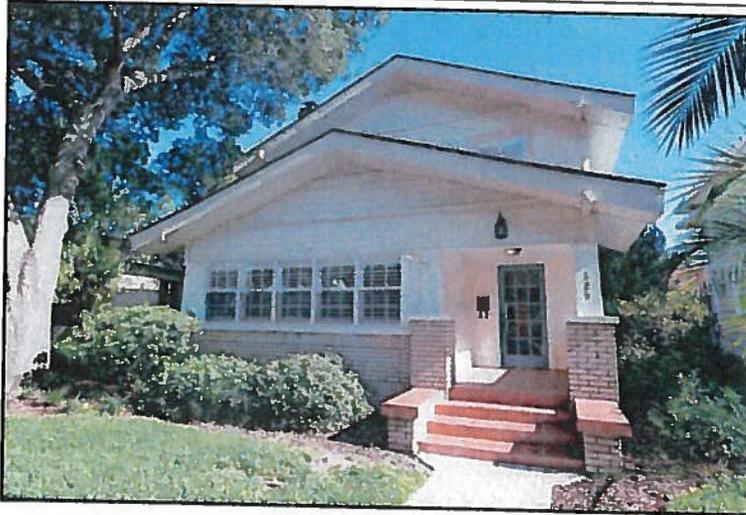
garage



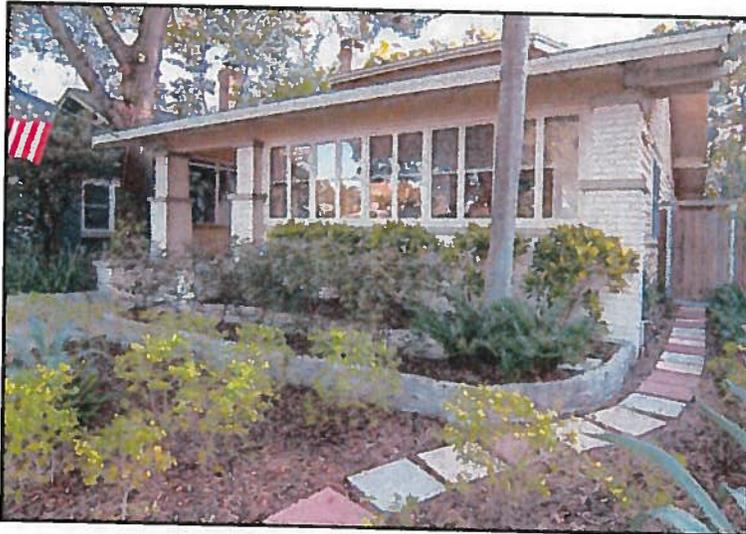
pool pump in garage

Comparable Photo Page

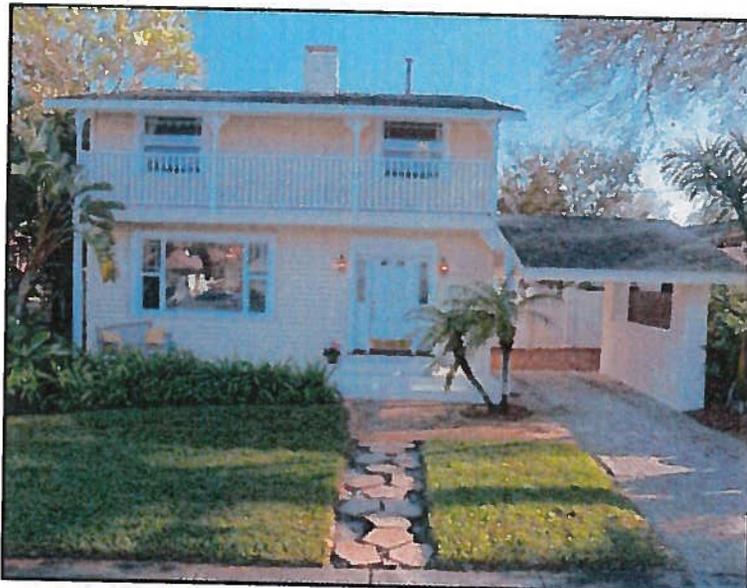
Borrower/Client	N/A		
Property Address	736 18th Ave NE		
City	Saint Petersburg	County	Pinellas
Client	Richard McGinniss	State	FL
		Zip Code	33704

**Comparable 1**

325 18th Ave NE
 Prox. to Subj. 0.33 miles W
 Sales Price 480,000
 G.L.A. 2,034
 Tot. Rooms 8
 Tot. Bedrms. 4
 Tot. Bathrms. 3
 Location Old NE / Avg +10%
 View Residential
 Site 4,400sf
 Quality Average
 Age Built 1925

**Comparable 2**

116 20th Ave NE
 Prox. to Subj. 0.52 miles W
 Sales Price 392,000
 G.L.A. 1,631
 Tot. Rooms 7
 Tot. Bedrms. 3
 Tot. Bathrms. 2
 Location Old NE / Avg +10%
 View Residential
 Site 4,291sf
 Quality Average
 Age Built 1925

**Comparable 3**

416 21st Ave NE
 Prox. to Subj. 0.31 miles NW
 Sales Price 495,000
 G.L.A. 1,854
 Tot. Rooms 8
 Tot. Bedrms. 4
 Tot. Bathrms. 3
 Location Old NE / Avg +10%
 View Residential
 Site 6,630sf
 Quality Average
 Age Built 1915

Plat Map

Borrower/Client	N/A				
Property Address	736 18th Ave NE				
City	Saint Petersburg	County	Pinellas	State	FL Zip Code 33704
Client	Richard McGinniss				



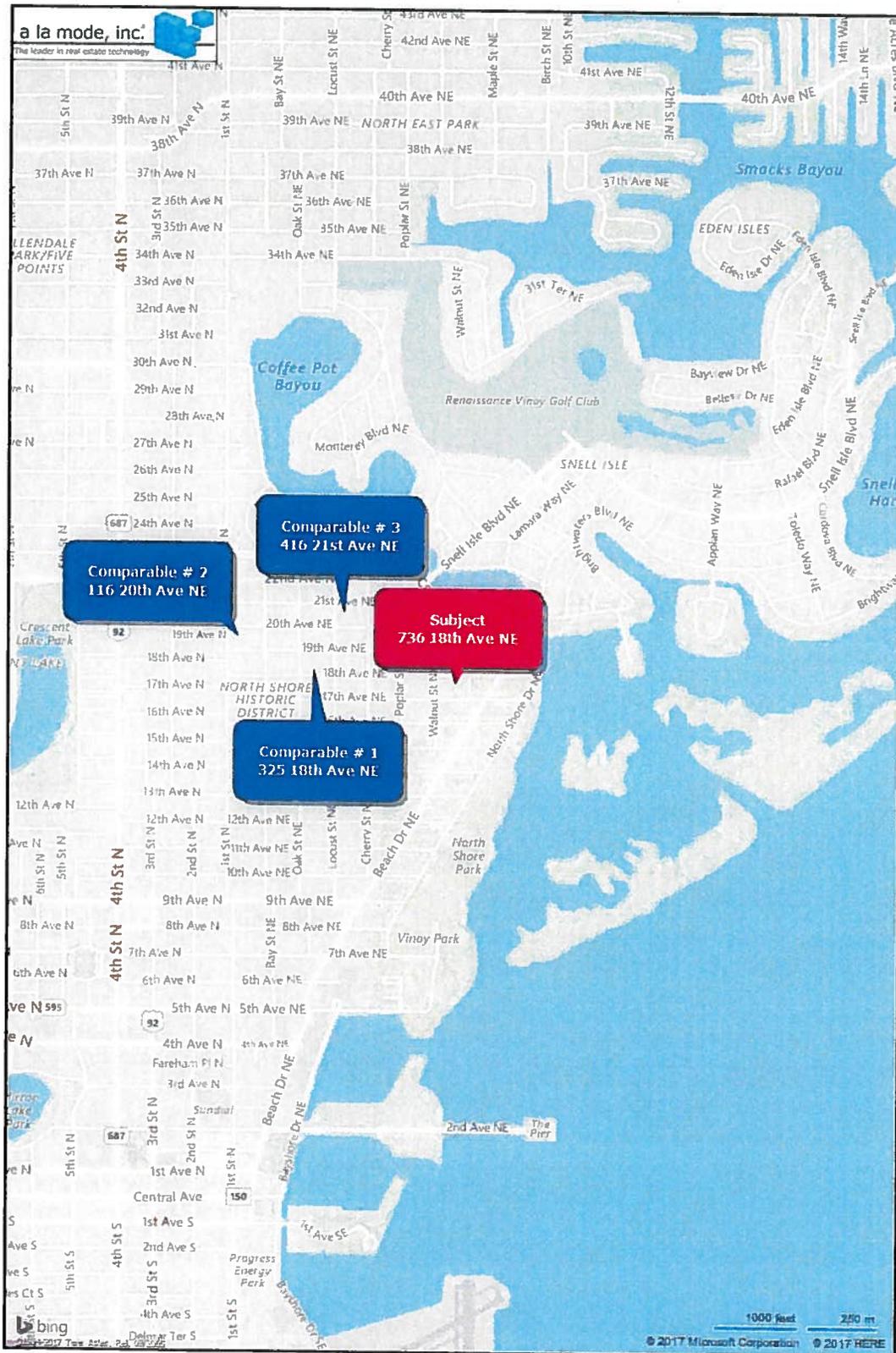
Aerial Map

Borrower/Client	N/A						
Property Address	736 18th Ave NE						
City	Saint Petersburg	County	Pinellas	State	FL	Zip Code	33704
Client	Richard McGinniss						



Location Map

Borrower/Client	N/A		
Property Address	736 18th Ave NE		
City	Saint Petersburg	County	Pinellas
Client	Richard McGinniss	State	FL
		Zip Code	33704



Flood Map

Borrower/Client	N/A				
Property Address	736 18th Ave NE				
City	Saint Petersburg	County	Pinellas	State	FL
Client	Richard McGinniss	Zip Code	33704		



License



**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

HOCKENSMITH, TOM
1100 16TH STREET NORTH
ST PETERSBURG FL 33705

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!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

RD1405 ISSUED 11/16/2016

CERTIFIED RESIDENTIAL APPRAISER
HOCKENSMITH, TOM

IS CERTIFIED under the provisions of Ch 475 FS
Expiration date NOV 30 2018 L161160001432

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

HOCKENSMITH, TOM
1100 16TH STREET NORTH
ST PETERSBURG FL 33705



ISSUED 11/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L161160001432

Qualifications

Qualifications of Thomas Hockensmith, SRA Senior Managing Director

Valbridge Property Advisors | Entreken Associates, Inc.



Independent Valuations for a Variable World

State Certification

Florida
State-Certified Residential
Real Estate Appraiser RD1405

Membership/Affiliations:

Appraisal Institute - SRA Designation

Education

Bachelor of Science
Eckerd College,
St. Petersburg, FL

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

Contact Details

727-894-1800 x 212(p)
727-823-8315 (f)
thockensmith@valbridge.com

Valbridge Property Advisors |
Entreken Associates, Inc.
1100 16th Street North
St. Petersburg, FL 33705

www.valbridge.com

Experience:

Senior Managing Director

ValbridgePropertyAdvisors|Entreken Associates, Inc. (2013-Present)

Principal

Entreken Associates, Inc. (2002-2013)

Senior Appraiser

Entreken Associates, Inc. (1992-2002)

Prior Experience

Associate Appraiser for local SRA (1989-2002)

Building Construction/Contractor (1985-1989)

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.

License



**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

ROBINSON, BRIAN FRANK
8130 129TH LANE
SEMINOLE FL 33776

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!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

RD7828 ISSUED 11/27/2016

CERTIFIED RESIDENTIAL APPRAISER
ROBINSON, BRIAN FRANK

IS CERTIFIED under the provisions of Ch. 475 FS
Expiration date: NOV 30, 2018 L1611270001795

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD**

LICENSE NUMBER	
	RD7828

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 11/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611270001795

Qualifications

Resume
Brian F. Robinson
Certified Residential Appraiser
RD 7828 FL

Appraisal Work History

Valbridge Property Advisors-Entreken Assoc 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
Advanced appraisal work. Broaden report types. Current focus on Bank acquired challenged properties. Establish Market, Disposition and Liquidation Values.

O'Connor & Associates, 1992 - 1994
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

Century Bank of Florida, Heritage Bank of Florida, First Citrus Bank, Pilot Bank, Northern Trust, Fifth Third Bank, MB Financial Bank, Win Trust Mortgage, JP Morgan Chase, First Eagle National Bank, Metropolitan Bank, Chicago Community Bank, US Bank, First Chicago Bank, Plaza Bank, Archer Bank, Edens Bank, Northbrook Bank & Trust, Citi Private Bank, Office of Public Guardian, Public Administrator, Private Clients, Etc.

Work History

Professional Baseball player, 1983 - 1988
Real Estate Sales Agent, 1990 - 1992

Education

Northeastern University, Illinois, BA degree

Proposed Cost Figures - Page 1

3:31 PM 01/26/16		736 18th ave n.e.	
Service		<u>Est. Cost</u>	
01 General Conditions (Plans & Permits)			
01.06 Vehicle Expense (Vehicle Expense)		500.00	
01.09 Engineering (Engineering)		0.00	
01.1 Plans (Plans)		3,500.00	
01.10 Misc labor (Misc. Labor)		1,000.00	
01.12 Port O Potty (Port O Potty)		1,020.00	12 months
01.13 Printing (Printing)		500.00	
01.14 School (School Impact Fees)		0.00	
01.15 Sewer (Sewer)		0.00	
01.17 Survey (Survey)		1,500.00	Select
01.18 Temporary Water (Temporary Water)		2,000.00	
01.19 Temporary Electric (Temporary Electric)		2,000.00	
01.2 Building Permits (Building Permits)		7,200.00	
01.20 Transportation (Transportation Impact Fees)		0.00	
01.22 Permit Service (Permit Service)		500.00	
01.3 Interior Design (Interior Design)		2,000.00	
01.4 Dumpster Pick Up (Dumpster Pick up)		4,500.00	12 months
01.5 Final Cleaning (Final Cleaning)		2,000.00	
01.6 Insurance Builders Risk (Builders Risk Insurance)		2,500.00	
01.61 Insurance GL (General Liability Insurance)		1,900.00	
01.7 Interim Clean Up (Interim Clean up)		1,000.00	
01.8 Misc Expense (Misc. Expense)		1,000.00	
01.85 Supervision (Supervision)		0.00	
01.9 Property Taxes (Property Taxes)		0.00	
01 General Conditions (Plans & Permits) - Other		0.00	
Total 01 General Conditions (Plans & Permits)		34,620.00	
02 Site Work (Site Work)			
02.05 Arborist/Tree Removal (Arborist/Tree Removal)		1,200.00	
02.1 Scrape (Scrape Lot)		2,000.00	
02.10 Demo (Demolition)		35,000.00	
02.2 Fill dirt (Fill Dirt)		3,000.00	
02.30 Block Clean (Block Clean)		500.00	
02.31 Frame Clean (Frame Clean)		500.00	
02.32 Drywall Clean; Cut Drives (Drywall Clean)		500.00	
02.35 Garage Clean (Garage Clean)		500.00	
02.4 Final Grade (Final Grade)		500.00	
02.5 Sitework - Other (Sitework - Other)		500.00	
02 Site Work (Site Work) - Other		2,000.00	
Total 02 Site Work (Site Work)		46,200.00	
04 Concrete (Concrete)			
04.1 Footing Labor (Footing Labor)		1,500.00	repairs
04.10 Footing Material (Footing Material)		1,000.00	
04.2 Slab Labor (Slab Labor)		3,500.00	
04.20 Slab Material (Slab Material)		9,788.00	
04.4 Pretreat (Termites Pretreat)		500.00	
04.7 Misc (cantallever etc) (Misc (cantallever etc))			

Proposed Cost Figures - Page 2

3:31 PM
01/26/16

736 18th ave n.e.		Est. Cost
Total 04 Concrete (Concrete)		16,288.00
05 Masonry (Masonry)		
05.1 Stem Wall Labor (Stem Wall Labor)		1,000.00
05.10 Stem Wal Material (Stem Wall Material)		1,000.00
05.3 Wall Block Labor (Block Labor)		5,400.00
05.30 Wall Block Material (Wall Block Material)		7,800.00
05 Masonry (Masonry) - Other		1,000.00
Total 05 Masonry (Masonry)		16,200.00
06 Rough Carpentry (Floor Framing)		
06.15 Lumber Misc. (Lumber Misc.)		3,500.00
06.3 Framing Labor (Framing Labor)		15,000.00
06.30 Frame Material (Frame Material)		18,000.00
06.4 Roof Truss Package (Roof Truss Package)		5,481.00
06.5 Floor Truss Package (Floor Truss Package)		3,524.00
06.7 Deck Framing (Deck Framing)		0.00
06.8 House Wrap (House Wrap)		25,000.00
06.9 Soffit/Trim Labor & Materi (Soffit/Trim Labor & Materials)	sidng	15,000.00
06 Rough Carpentry (Floor Framing) - Other		0.00
Total 06 Rough Carpentry (Floor Framing)		85,505.00
07 Finish Carpentry/Glass (Wall Framing)		
07.1 Interior Door/Trim Package (Interior Door/Trim Package)		5,200.00
07.18 letters and mailbox (letters and mailbox)		300.00
07.2 Trim and Stair Labor (Trim and Stair Labor)		6,500.00
07.3 Stair Parts (Stair Parts)		3,500.00
07.6 Shower Glass (Shower Glass)		2,000.00
07.7 Mirrors (Mirrors)		500.00
07.8 Accessories (Accessories)		500.00
07.9 Hardware (Hardware)		500.00
07 Finish Carpentry/Glass (Wall Framing) - Other		0.00
Total 07 Finish Carpentry/Glass (Wall Framing)		19,000.00
08 Roofing (Roof Framing)		
08.1 Main House (Main House)		26,875.00
08.2 waterproofing (waterproofing)		0.00
08 Roofing (Roof Framing) - Other		0.00
Total 08 Roofing (Roof Framing)		26,875.00
09 Appliances (Roof Flashing)		
09.15 Appliance Installation (Appliance Installation)		1,500.00
09.1 Appliance Package Allowanc (Appliance Package)	bosch	25,582.00
09.2 Outdoor Kitchen Appliances (Outdoor Kitchen Appliances)		0.00
09.25 Fire Pit (Fire Pit)		0.00
09.5 Fireplace (Fireplace)		0.00
09 Appliances (Roof Flashing) - Other		0.00
Total 09 Appliances (Roof Flashing)		27,082.00
10 Stucco (Exterior Trim & Decks)		
10.1 Base cost (Base cost)		0.00
10 Stucco (Exterior Trim & Decks) - Other		0.00

Proposed Cost Figures - Page 3

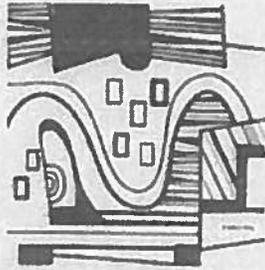
3:31 PM
01/28/16

736 18th ave n.e.		<u>Est. Cost</u>
Total 10 Stucco (Exterior Trim & Decks)		0.00
13 Exterior Windows & Ext Doors (Windows & Trim)		
13.1 Window Package (Window Package)		45,000.00
13.25 Hurricane Panels (Hurricane Panels)		0.00
13.3 Front Entry (Front Entry)		1,500.00
13.4 Rear Entry (Rear Entry)		750.00
13.45 Exterior Doors (Exterior Doors)		500.00
13.6 Garage Doors (Garage Doors)		3,250.00
13.7 Front Entry Gate (Front Entry Gate)		1,500.00
13.8 flood vents (flood vents)		800.00
13 Exterior Windows & Ext Doors (Windows & Trim) - Other		0.00
Total 13 Exterior Windows & Ext Doors (Windows & Trim)		<u>53,300.00</u>
14 Plumbing (Plumbing)		
14.1 Base Bid (Base Bid)		8,480.00
14.2 Plumbing Fixture Allowance (Plumbing Fixture Allowance)		5,000.00
14.3 Gas Tank (Gas Tank)		0.00
14.4 Gas Piping (Gas Piping)		0.00
14 Plumbing (Plumbing) - Other		0.00
Total 14 Plumbing (Plumbing)		<u>13,480.00</u>
15 HVAC (Heating & Cooling)		
15.1 Base Bid (Base Bid)		10,350.00
15 HVAC (Heating & Cooling) - Other		0.00
Total 15 HVAC (Heating & Cooling)		<u>10,350.00</u>
16 Electrical & Lighting (Electrical & Lighting)		
16.1 Base Bid (Base Bid)		16,855.00
16.2 Electric Fixture Allowance (Electric Fixture Allowance)		2,500.00
16.3 Low Voltage Allowance (Low Voltage Allowance)		0.00
16.4 recessed can premium (recessed can premium)		0.00
16.5 Generator (Generator)		0.00
16 Electrical & Lighting (Electrical & Lighting) - Other		0.00
Total 16 Electrical & Lighting (Electrical & Lighting)		<u>19,355.00</u>
17 Insulation (Insulation)		
17.1 Subcontractor Cost (Subcontractor Cost)		6,551.00
17 Insulation (Insulation) - Other		0.00
Total 17 Insulation (Insulation)		<u>6,551.00</u>
18 Drywall (Interior Walls)		
18.1 Drywall Package (Level 4) (Drywall Package (Level 4))		10,115.00
18 Drywall (Interior Walls) - Other		0.00
Total 18 Drywall (Interior Walls)		<u>10,115.00</u>
21 Cabinets & Countertops (Cabinets & Vanities)		
21.1 Cabinet Allowance (Cabinet Allowance)		25,000.00
21.12 Vanities (Vanities)		7,000.00
21.2 Kitchen Countertops (Kitchen Countertops)		4,000.00
21.3 Bath Countertops (Bath Countertops)		2,500.00

Proposed Cost Figures - Page 4

3:31 PM
01/26/16

735 18th ave n.e.		Est. Cost
21.4 Plastic Countertops (Plastic Countertops)		0.00
21.45 Closet Units (Closet Units)		500.00
21.8 Miscellaneous (Hardware)		500.00
21 Cabinets & Countertops (Cabinets & Vanities) - Other		0.00
Total 21 Cabinets & Countertops (Cabinets & Vanities)		39,500.00
23 Floor Coverings (Floor Coverings)		
23.1 Tile Walls material (Tile Walls material)		3,500.00
23.11 Tile Walls Labor (Tile Walls Labor)		6,000.00
23.15 Backsplash L & M (Backsplash L & M)		2,000.00
23.2 Tile Floor Material (Tile Floor Material)		8,000.00
23.21 Tile Floor Labor (Tile Floor Labor)		12,000.00
23.3 Thresholds Misc (Thresholds Misc)		1,250.00
23.4 Wood Floor Material (Wood Floor Material)		0.00
23.41 Wood Floor Labor (Wood Floor Labor)		0.00
23.5 Carpet (Carpet)		3,000.00
23.9 Flooring - other (Flooring - other)		1,500.00
Total 23 Floor Coverings (Floor Coverings)		37,250.00
24 Paint (Painting)		
24.1 Base Bid (Base Bid)		28,000.00
24.2 Misc (Misc)		1,500.00
24 Paint (Painting) - Other		0.00
Total 24 Paint (Painting)		29,500.00
26 Landscape & Paving (Landscape & Paving)		
26.1 Pavers/Pavement (Pavers/Pavement)		3,500.00
26.10 Driveway (Driveway)		2,500.00
26.11 Walks (Walks)		2,000.00
26.2 Landscape Allowance (Landscape Allowance)		10,000.00
26.25 Sod (Sod)		0.00
26.3 Grow In (Grow In)		300.00
26.4 Irrigation (Irrigation)		1,850.00
26 Landscape & Paving (Landscape & Paving) - Other		0.00
Total 26 Landscape & Paving (Landscape & Paving)		20,150.00
27 Contingency (Contingency)		
27.1 Contingency (Contingency)		10,000.00
Total 27 Contingency (Contingency)		10,000.00
Warranty Work (Warranty allowance)		1,500.00
SUBTOTAL		521,321.00
Overhead & Profit (Overhead & Profit)		50,805.29
TOTAL		572,126.29



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 Barrio 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 a historic building 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- not 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.

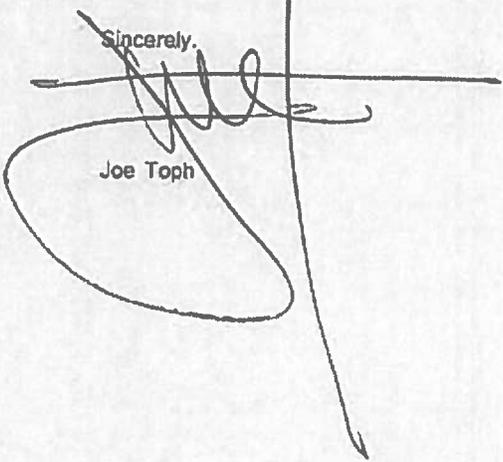
Demolition and something new... something carefully and sympathetically designed, would make this small piece of the neighborhood and city a better place. What the new design is, is another discussion that is distinct from this one.

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 Toph

the 1990s, the number of people who have been employed in the public sector has increased in all countries.

There are a number of reasons for this. First, the public sector has become a more important part of the economy. Second, the public sector has become a more important part of the social safety net. Third, the public sector has become a more important part of the welfare state.

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736 18th Ave NE

EXHIBIT

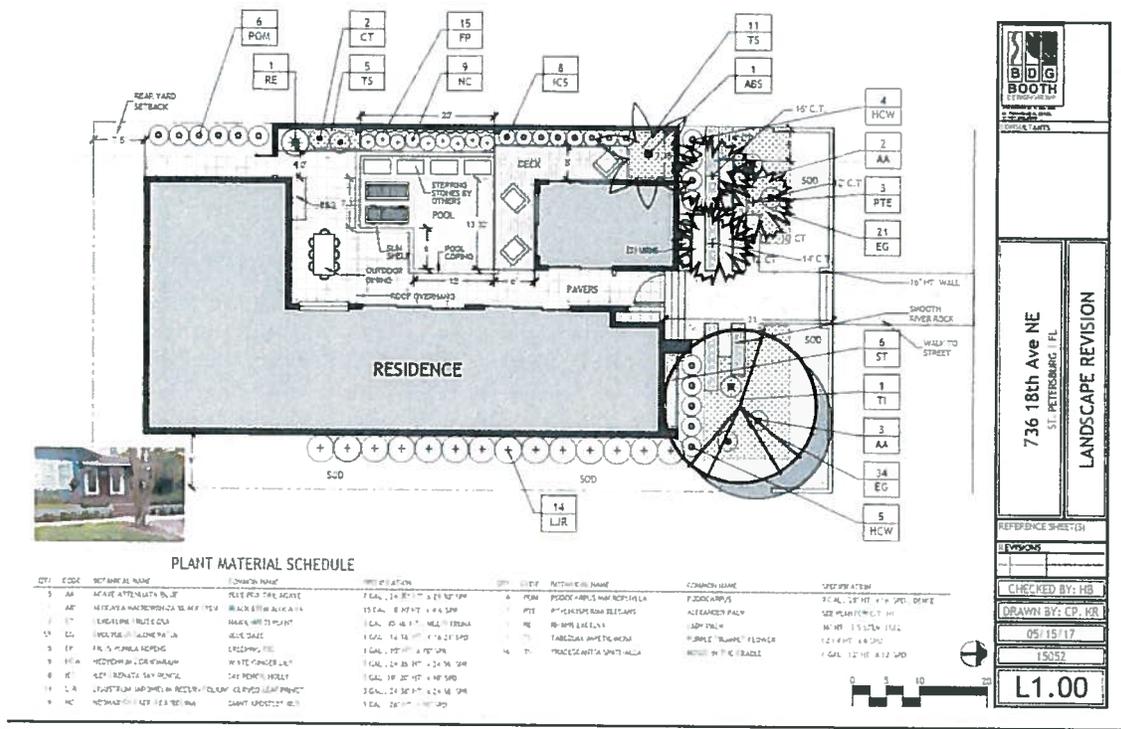
tabbier

"M"

Proposed Home



736 18th Avenue NE. St. Petersburg



736 Site Plan

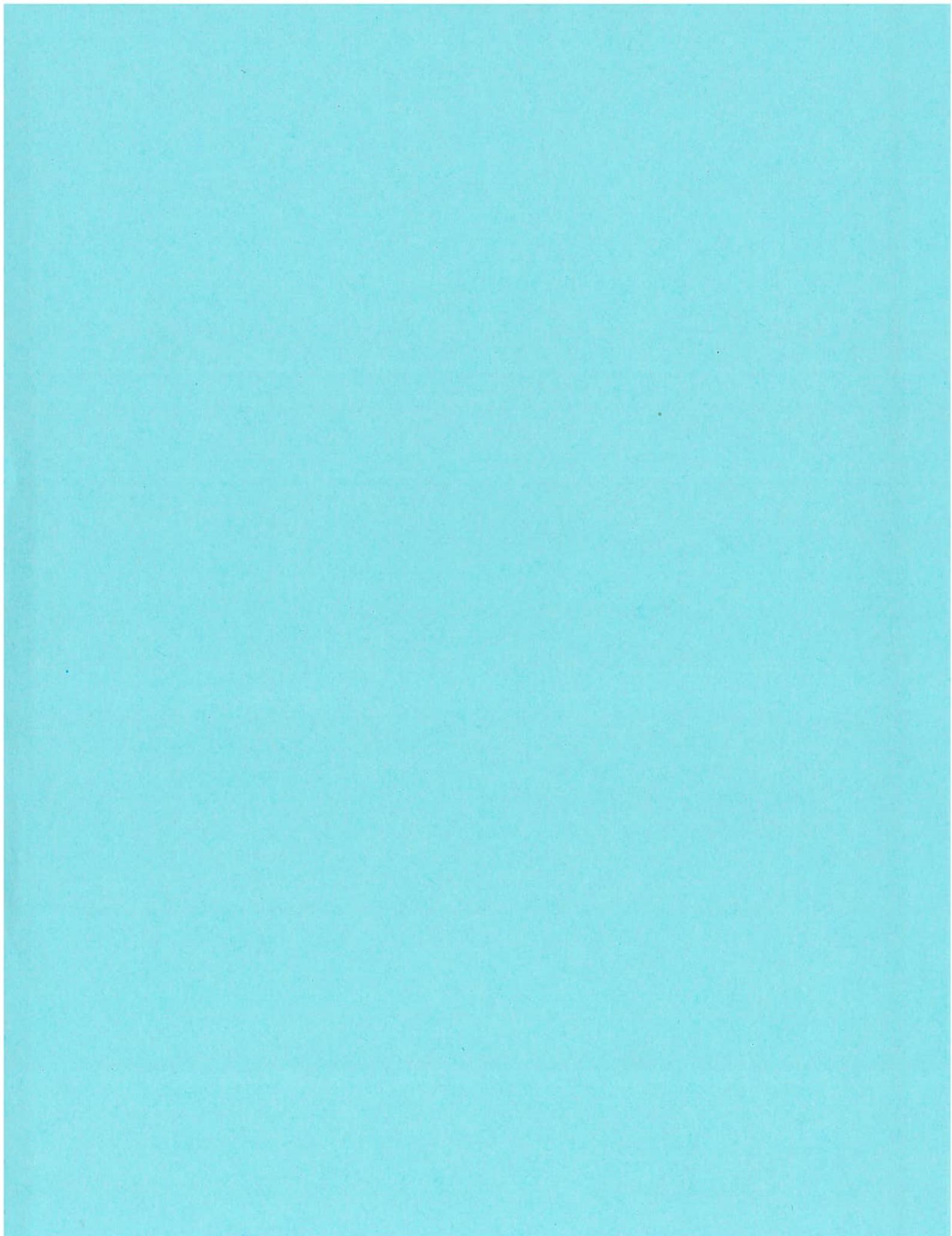
The proposed home solves for the current inconsistencies of scale, setbacks, and its relationship to 18th Avenue. Of equal importance, the proposed design embraces the “grand reticence” of its neighbors by carefully orchestrating scale, style, and detail. The home is designed by Don Cooper of Cooper 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.



ADJACENT INSPIRATIONAL HOME

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.

*Black Cat Farm is
more than a place -
it's a time . . .*



*it's that moment when a
familiar reappears
and becomes again the gift it always was.
Recognizing it as such requires little more than a visit.*



*From the stone wall
and gated entrance,
past the Barn, Guest house and Main house
to the unspoiled and lush greenery of
25+ acres of protected land.*

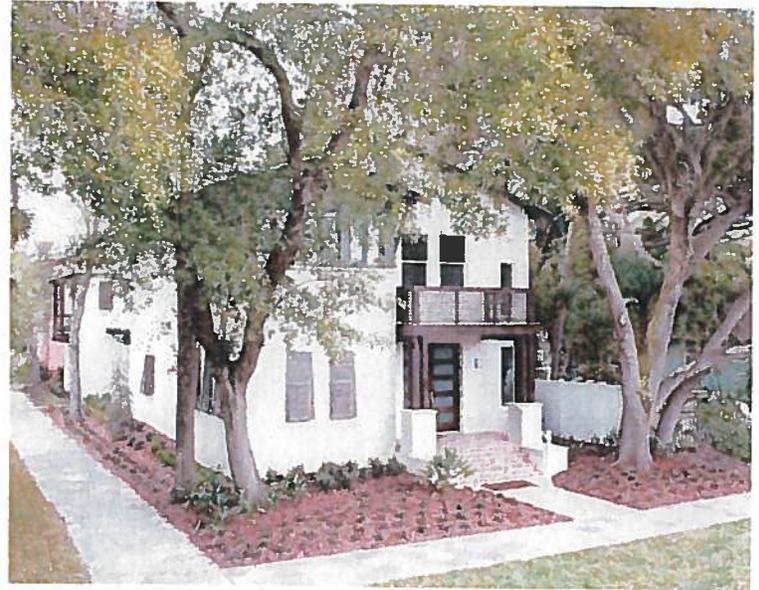


*the first and lasting
impression becomes one of symphonic harmony.*

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.



The Mission of The Historic Old Northeast Neighborhood Association is to promote, preserve and protect the quality of life in our unique corner of the world.

Preserving the Character of The Old Northeast

Part of an on-going conversation about preservation in The Historic Old Northeast

our original homes will dramatically change the look and feel of our beloved neighborhood and untimely impact the property values of all the surrounding homes.

The problem of teardowns in historic neighborhoods around the country is such a threat that the National Trust for Historic Preservation listed historic neighborhoods as one of their 11 Most Endangered Places in 2002. According to Richard Moe, the former President of the National Trust, neighborhood livability is diminished as trees are removed, backyards are eliminated and sunlight is blocked by out-of-scale homes. Another factor to consider is the social and economic diversity that makes neighborhoods like The Historic Old Northeast so appealing is reduced as the grand homes replace the more modest affordable ones.

However, we should not expect desirable neighborhoods to be stagnant 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 uses change. The "open-floor plan" concept with its gathering kitchen flowing into the entertainment room would seem as unlivable to our grandparents' generation as the sleeping porches and minuscule closets seem to us. We need renovate our homes in a way that fits our modern needs. However, when we add on to our homes we should consider the long term uses 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 opts to demolish the existing house and rebuild something new. Other times savvy real estate investors recognize that not everyone who wants to live in our desirable neighborhood wants to live in an older home. This is where owners, developers and neighbors need to be cognizant of how the infill homes will affect the neighborhood as an entirety. When a 5,000 square foot home using every bit of the allowable height and lot size



A recent tear down on the 100 block of 16th Avenue NE

allowance is built next to a lovingly restored 1,400 foot Craftsman Bungalow, it is the bungalow that suffers the devaluation. Its charm is smothered by the gargantuan home next to it.

Too often contemporary home 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 imitations 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 houses 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 usually requires a 25-foot set back, but the surrounding properties all have a 20 foot step back, the new home can be granted a variance. This is most significant feature in ensuring infill-housing fits compatibly with those around it. When a house does not line up with the neighbors on the block, think of it as a smile with a missing tooth.

Modern style infill homes can and should be built in the neighborhood and if well built not take away from our historic character. A well-designed contemporary house can be compatible with our neighborhood's evolving character if it has the same scale, massing and relative size as its neighbor. Excellent examples of contemporary infill exist throughout the neighborhood. These homes are clearly contemporary but use an architectural vocabulary that mimics the surrounding structures. For example the newly-constructed house on Bay Street and 18th Avenue NE (see photo page 20 top) has a full-facade front porch like its neighbors. On 12th Avenue and Oak Street NE (see page 20 bottom) the contemporary home is comparable in size to the surrounding homes and is inspired by the designs 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 painful 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 new infill homes which would go a long way to protect our investments and our neighborhood for the next 100 years.

Emily Elwyn is an historic preservation consultant and current President of St. Petersburg Preservation. She and her family are currently completing the renovation of a home on 16th Avenue NE.

To Tear Down or Not to Tear Down

by Emily Elwyn

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 large homes built on the lots. What these homes look like will determine the way our neighborhoods will look for the next 100 years.

The majority of our houses were constructed when the neighborhood was platted during the real estate boom of the 1920s, although we have nearly as 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 residents or as retirement homes for Northerners. These modest bungalows and mid-century homes amongst the large oaks are in danger of disappearing if we misstep, the loss of



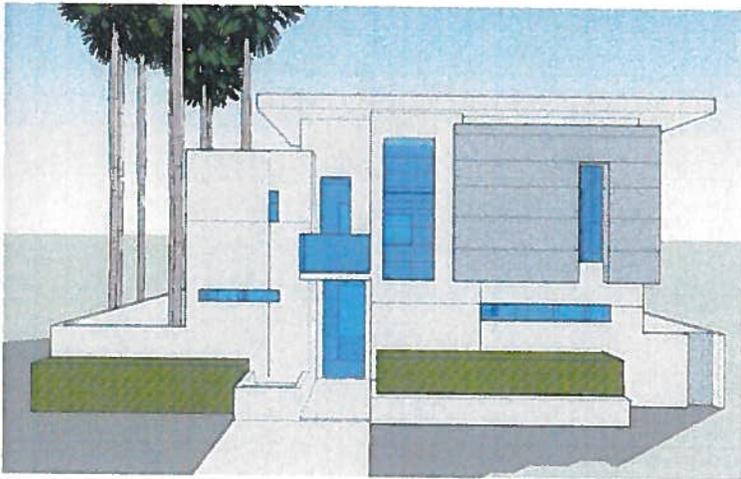
HISTORIC OLD NORTHEAST NEIGHBORHOOD NEWS

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.

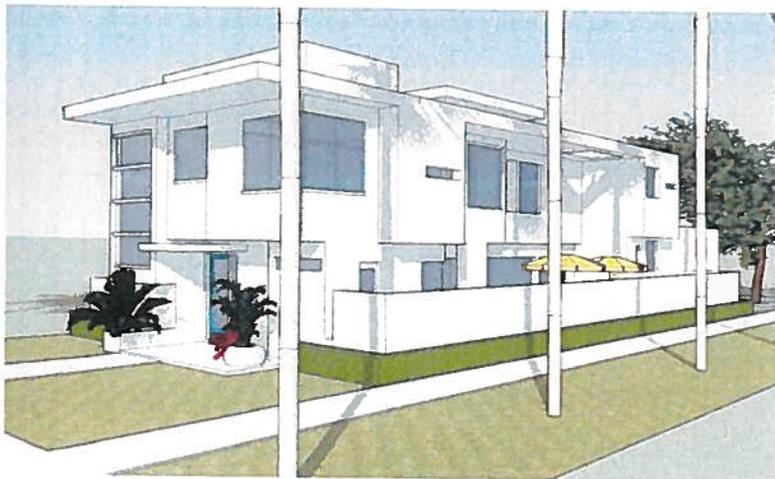
The following projects were approved by City Council and how they have been voluntarily redesigned to conform to all constituents.



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 does(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

I (we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): [Handwritten Signature]

Richard McGinniss
Printed Name

Sworn to and subscribed on this date

Identification or personally known: _____

Notary Signature: [Handwritten Signature]

Date: 7.11.17

Commission Expiration (Stamp or date):



Appendix B
Tax Roll Details



2015 Roll Details — Real Estate Account At 736 18TH AVE NE, ST PETERSBURG

[Print this page](#)

Real Estate Account #R185980

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2016	2015	2014 4 installments	2013 4 installments	...	1999 4 installments
PAID	PAID	PAID	PAID		PAID

[Get Bills by Email](#)

PAID 2015-11-25 \$9,046.25
Effective 2015-11-24
Receipt #755-15-070404

Owner: MC GINNISS, RICHARD
147 2ND AVE S UNIT 210
ST PETERSBURG, FL 33701-4387
Situs: 736 18TH AVE NE
ST PETERSBURG

Account number: R185980
Parcel Number: 17/31/17/83221/068/0030
Millage code: SP - ST PETERSBURG TR
Millage rate: 22.7869

Assessed value: 413,535
School assessed value: 413,535

Property Appraiser

2015 Annual bill

[View](#)

Ad valorem: \$9,423.18
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, W 54FT OF LOT 3
Location

Property class:
Range: 17
Township: 31
Section: 17
Neighborhood: SNELL & HAMLETT'S NORTH SHORE ADD REV
REPLAT
Block: 068
Lot: 0030
Use code: 0110
Total acres: 0.000





2016 Roll Details — Real Estate Account At 736 18TH AVE NE, ST PETERSBURG

[Print this page](#)

Real Estate Account #R185980

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2016	2015	2014 4 installments	2013 4 installments	...	1999 4 installments
PAID	PAID	PAID	PAID		PAID

[Get Bills by Email](#)

PAID 2017-05-05 \$11,276.53
Effective 2017-05-02
Receipt #745-16-000224

Owner: MC GINNISS, RICHARD
147 2ND AVE S STE 210
ST PETERSBURG, FL 33701-4387
Situs: 736 18TH AVE NE
ST PETERSBURG

Account number: R185980
Parcel Number: 17/31/17/83221/068/0030
Millage code: SP - ST PETERSBURG TR
Millage rate: 22.3213

Assessed value: 489,521
School assessed value: 489,521

Property Appraiser

2016 Annual bill

[View](#)

Ad valorem: \$10,926.73
Non-ad valorem: \$0.00
Total Discountable: 10926.73
No Discount NAVA: 0.00
Total tax:

Legal description

SNELL & HAMLETT'S NORTH SHORE ADD REV. REPLAT BLK 68, W 54FT OF LOT 3
Location

Property class:
Range: 17
Township: 31
Section: 17
Neighborhood: SNELL & HAMLETT'S NORTH SHORE ADD REV
REPLAT
Block: 068
Lot: 0030
Use code: 0110
Total acres: 0.000



Appendix C

Pinellas County Property Appraiser

General Information – 736 18th Avenue Northeast

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Contact Us](#) WM

17-31-17-83221-068-0030

Compact Property Record Card

[Tax Estimator](#) **Updated September 5, 2017** [Email](#) [Print](#) [Radius Search](#) [FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
MC GINNISS, RICHARD 2250 CENTRAL AVE ST PETERSBURG FL 33712-1257	736 18TH AVE NE ST PETERSBURG



[Property Use](#): 0110 (Single Family Home) Living Units: [Designated Local Historic Landmark](#)
1

[click here to hide] **Legal Description**

SNELL & HAMLETT'S NORTH SHORE ADD REV. REPLAT BLK 68, W 54FT OF LOT 3

Mortgage Letter File for Homestead Exemption	2017 Parcel Use																		
<table border="1"> <thead> <tr> <th>Exemption</th> <th>2017</th> <th>2018</th> </tr> </thead> <tbody> <tr> <td>Homestead:</td> <td>No</td> <td>No</td> </tr> <tr> <td>Government:</td> <td>No</td> <td>No</td> </tr> <tr> <td>Institutional:</td> <td>No</td> <td>No</td> </tr> <tr> <td>Historic:</td> <td>No</td> <td>No</td> </tr> </tbody> </table>	Exemption	2017	2018	Homestead:	No	No	Government:	No	No	Institutional:	No	No	Historic:	No	No	<table border="1"> <tr> <td>Homestead Use Percentage: 0.00%</td> </tr> <tr> <td>Non-Homestead Use Percentage: 100.00%</td> </tr> <tr> <td>Classified Agricultural: No</td> </tr> </table>	Homestead Use Percentage: 0.00%	Non-Homestead Use Percentage: 100.00%	Classified Agricultural: No
Exemption	2017	2018																	
Homestead:	No	No																	
Government:	No	No																	
Institutional:	No	No																	
Historic:	No	No																	
Homestead Use Percentage: 0.00%																			
Non-Homestead Use Percentage: 100.00%																			
Classified Agricultural: No																			

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
18748/1129	\$575,200 Sales Query	121030237002	A	4/39

2017 Preliminary Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2017	\$496,805	\$496,805	\$496,805	\$496,805	\$496,805

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	No	\$489,521	\$489,521	\$489,521	\$489,521	\$489,521

2015	No	\$413,535	\$413,535	\$413,535	\$413,535	\$413,535
2014	Yes	\$393,551	\$192,059	\$141,559	\$166,559	\$141,559
2013	Yes	\$330,794	\$189,221	\$139,221	\$164,221	\$139,221
2012	Yes	\$280,150	\$186,058	\$136,058	\$161,058	\$136,058
2011	Yes	\$285,935	\$180,639	\$130,639	\$155,639	\$130,639
2010	Yes	\$311,385	\$177,969	\$127,969	\$152,969	\$127,969
2009	Yes	\$343,864	\$173,290	\$123,290	\$148,290	\$123,290
2008	Yes	\$399,300	\$173,117	\$123,117	\$148,117	\$123,117
2007	Yes	\$452,000	\$168,075	\$143,075	N/A	\$143,075
2006	Yes	\$435,300	\$163,976	\$138,976	N/A	\$138,976
2005	Yes	\$328,800	\$159,200	\$134,200	N/A	\$134,200
2004	Yes	\$291,900	\$154,600	\$129,600	N/A	\$129,600
2003	Yes	\$274,200	\$151,700	\$126,700	N/A	\$126,700
2002	Yes	\$235,000	\$148,200	\$123,200	N/A	\$123,200
2001	Yes	\$200,200	\$145,900	\$120,900	N/A	\$120,900
2000	Yes	\$145,700	\$141,700	\$116,700	N/A	\$116,700
1999	Yes	\$138,000	\$138,000	\$113,000	N/A	\$113,000
1998	Yes	\$136,800	\$136,800	\$111,800	N/A	\$111,800
1997	Yes	\$136,200	\$136,200	\$111,200	N/A	\$111,200
1996	Yes	\$138,400	\$134,700	\$109,700	N/A	\$109,700

2016 Tax Information
[2016 Tax Bill](#) 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.

Ranked Sales ([What are Ranked Sales?](#)) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	VI
08 Apr 2015	18748 / 1129 	\$390,000	Q	I

2017 Land Information

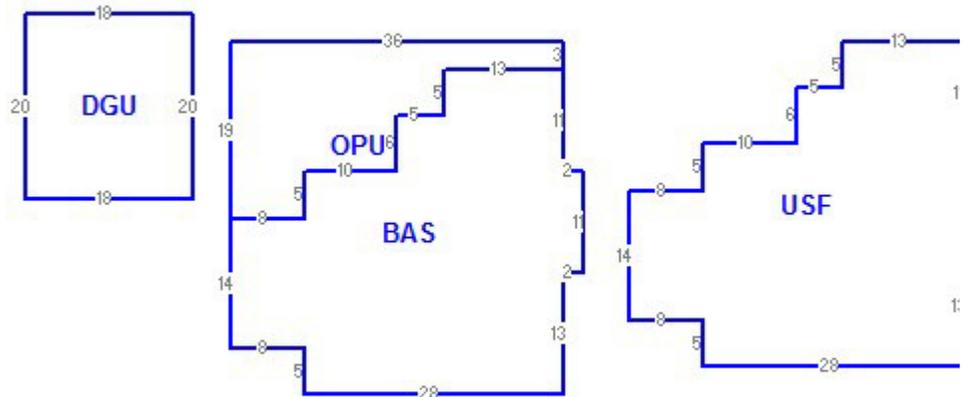
Seawall: No Frontage: None View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Single Family (01)	54x110	8400.00	54.0000	0.9500	\$430,920	FF

[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)



[Open plot in New Window](#)

Building 1 Sub Area Information

Description	<u>Living Area Ft²</u>	<u>Gross Area Ft²</u>	<u>Factor</u>
Upper Story	979	979	0.90
Open Porch Unfinished	0	371	0.15
Detached Garage Unfinished	0	360	0.35
Base	979	979	1.00
Total Living SF: 1,958		Total Gross SF: 2,689	Total Effec

[click here to hide] 2017 Extra Features

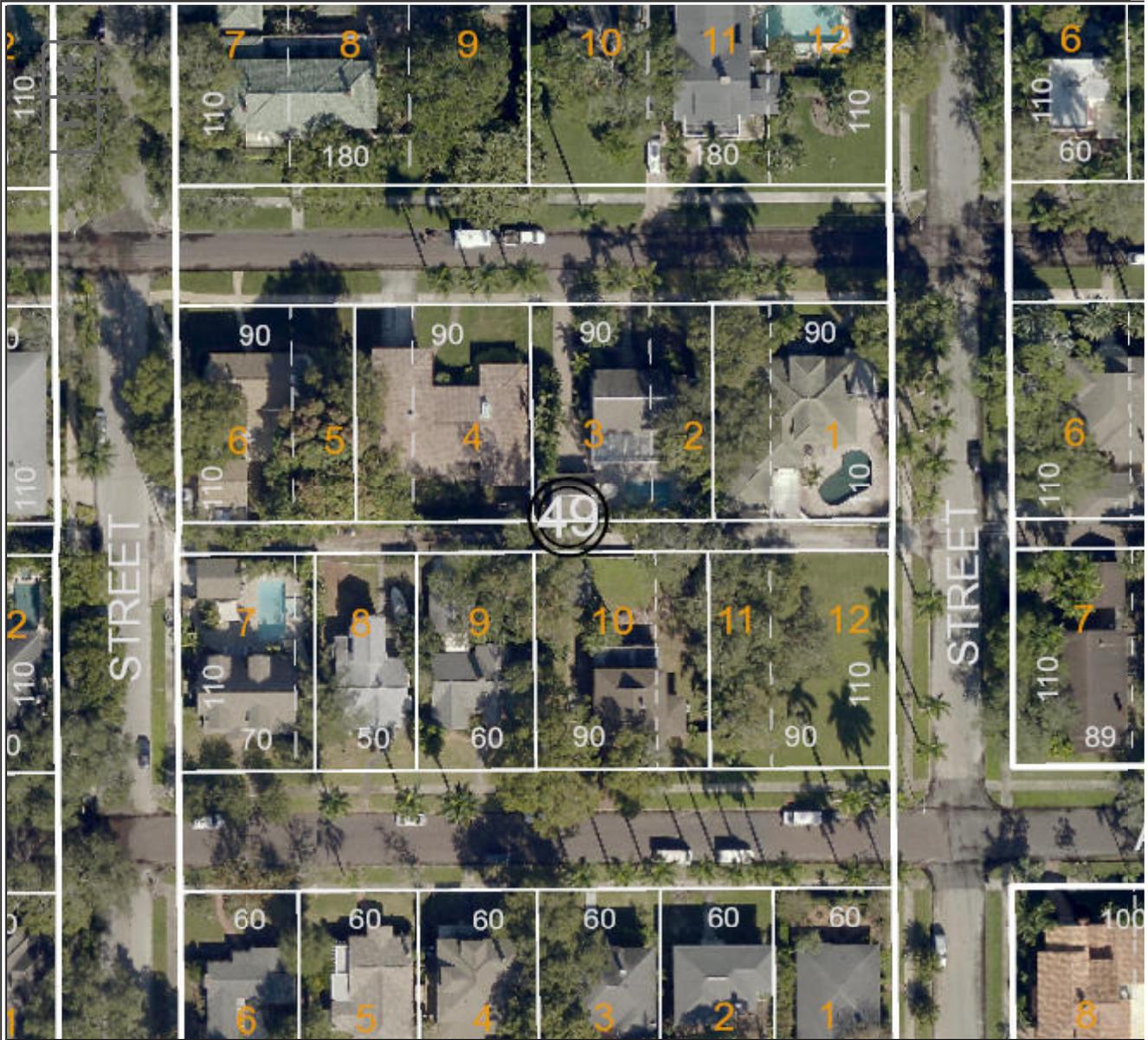
Description	Value/Unit	Units	Total Value as New	Depreciated
POOL	\$28,000.00	1.00	\$28,000.00	\$11,2
PATIO/DECK	\$9.00	601.00	\$5,409.00	\$2,1
FIREPLACE	\$3,000.00	1.00	\$3,000.00	\$1,4
ENCLOSURE	\$5.00	1,700.00	\$8,500.00	\$3,4
PATIO/DECK	\$9.00	291.00	\$2,619.00	\$1,0

[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.

Permit Number	Description	Issue Date	Estimated Value
98-3001541	ROOF	17 Apr 1998	\$4,899



- [Interactive Map of this parcel](#)
- [Map](#)
- [Sales Query](#)
- [Back to Query Results](#)
- [New Search](#)
- [Tax Collector Home Page](#)
- [Contact Us](#)

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.

Rick Dunn, CBO, CFM, CBC
City Building Official
Flood Plain Manager

Construction Services & Permitting
City of St. Petersburg
One Fourth Street North
St. Petersburg, FL 33701
Office 727-551-3391/Fax 727-551-3230
E-Mail Rick.Dunn@stpete.org

For information related to the status of a permit application go
to; http://www.stpete.org/construction_services_and_permitting/index.php

****Please be aware that all mail sent to and from the City of St. Petersburg is subject to the public records law of the State of Florida****

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