Planning Zoning Historic Preservation Division
1900 2nd Avenue North
Lake Worth Beach, FL 33461
561.586.1687

AGENDA
REGULAR MEETING
CITY OF LAKE WORTH BEACH
HISTORIC RESOURCES PRESERVATION BOARD MEETING
CITY HALL COMMISSION CHAMBER
WEDNESDAY, FEBRUARY 12, 2020 -- 6:00 PM

ROLL CALL and RECORDING OF ABSENCES

PLEDGE OF ALLEGIANCE

A. Oath of Office

ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA

APPROVAL OF MINUTES:

A. January 8, 2020 Minutes

CASES

SWEARING IN OF STAFF AND APPLICANTS

PROOF OF PUBLICATION

1) Proof of Publication

WITHDRAWLS / POSTPONEMENTS

CONSENT

PUBLIC HEARINGS:

BOARD DISCLOSURE

UNFINISHED BUSINESS:

A. Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Unreasonable Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,817 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

NEW BUSINESS:

A. Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Single-Family Residential (SF-R) Zoning District and the Southeast Lucerne Local Historic District.

B. Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure for the structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

C. Consideration of a request for Mural Installation for the contributing structure located at**513 - 515 Lake Avenue**; PCN#38-43-44-21-15-023-0141. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

PLANNING ISSUES:

PUBLIC COMMENTS: (3 minute limit)

DEPARTMENT REPORTS:

BOARD MEMBER COMMENTS:

ADJOURNMENT

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. *(Sec. 2-12 Lake Worth Code of Ordinances)*

Note: One or more members of any Board, Authority or Commission may attend and speak at any meeting of another City Board, Authority or Commission.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
CITY OF LAKE WORTH BEACH)

I do solemnly swear (or affirm) that I, _____, will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution and the Charter of the City of Lake Worth Beach and that I will faithfully perform all the duties of the office of **APPOINTED MEMBER OF THE HISTORIC RESOURCES PRESERVATION BOARD**, of which I am about to enter.

Affiant Name_____

Affiant Signature_____

The foregoing instrument was acknowledged before me this ____ day of _____. 20___ by _____who is personally known to me or who produced a _____as identification. He/she did take an oath.

(Notary Seal)

_____
Signature of Notary

_____
Printed Name of Notary

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AGENDA
REGULAR MEETING
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CITY HALL COMMISSION CHAMBER
WEDNESDAY, JANUARY 08, 2020 -- 6:00 PM

ROLL CALL and RECORDING OF ABSENCES

Present were: William Feldkamp, Chairman; David Cavorsi, Judith Fox, Bernard Guthrie, Robert D'Arinzo. Judith Just, Vice-Chair 6:19 pm. Also present were: Abraham Fogel, Preservation Planner; Jordan Hodges, Senior Preservation Coordinator; Pamala Ryan, Board Attorney; Sherie Coale, Board Secretary.

PLEDGE OF ALLEGIANCE

ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA

Motion: B. Guthrie moves to accept the agenda; D. Cavorsi 2nd.
Vote: Ayes all, unanimous

APPROVAL OF MINUTES:

December 11, 2019 Regular Meeting Minutes

Motion: R. D'Arinzo moves to approve the December minutes as presented; J. Fox 2nd.

Vote: Ayes all, unanimous.

CASES

SWEARING IN OF STAFF AND APPLICANTS: Board Secretary administered oath to those wishing to give testimony.

PROOF OF PUBLICATION

1) Proof of Publication: provided within the meeting packet.

WITHDRAWLS / POSTPONEMENTS: None

CONSENT: None

PUBLIC HEARINGS:

BOARD DISCLOSURE: J. Fox drove by the various project locations as did D. Cavorsi who also received a call from applicant for 920 S Lakeside Drive who wanted to ensure he had no questions. W. Feldkamp also received a phone call from 920 S. Lakeside but they did not speak; did speak twice to the applicant and architect for 230 North L Street after the last Board meeting but not since. B. Guthrie spoke to the applicant for 920 S Lakeside Dr. as did

R. D'Arinzo who is familiar with the properties and had a brief discussion with owner of 920 S. Lakeside Drive.

UNFINISHED BUSINESS: None

NEW BUSINESS:

A. Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 1,495 square foot single-family residence at **417 South J Street (Lot 24)**; PCN#38-43-44-21-15-151-0240. The subject property is located in the Single-Family Residential (SFR) Zoning District and the Southeast Lucerne Local Historic District.

Staff: A. Fogel presents case findings and analysis. The project was continued from the December 2019 meeting due to applicant not meeting the courtesy noticing deadline. The subject lot received a variance in August 14 2019 for a 2.3 foot side setback as opposed to a 3 foot side setback. The subsequent lot separation now allows for new construction on the subject parcel. Exceeds parking requirement of one space for Single-Family 25 foot wide lot, applicant has provided two (2). Meets impermeable surface requirements. The siding will be smooth stucco on the 1st floor; either fiber cementitious lap siding on 2nd floor or a simulated stucco lapsiding as opposed to Hardisiding; a proposed metal roof with the option for an asphalt shingle roof. Staff has several recommendations on materials.

Applicant/Owner: Nestor Rivera and contractor Daniel Walesky are in agreement with conditions with the exception of #2 regarding the six (6) inch mull references applying cladding to the mullion. Condition #3 regarding the concrete buck or flange.

Condition #2 - the 6" mull, preference is a column since it is a wood structure but the width may vary slightly. As the size may vary Applicant would be comfortable working with staff on the issue.

Condition #3 - Because of the preference of utilizing the flange window (due to construction techniques in waterproofing the wood frame) the window will be recessed as much as possible.

The balance of the Conditions are reviewed.

Regarding the simulated stucco lap-siding vs Hardisiding, the contractor would like to keep the option open depending upon pricing. The contractor states a decision will be made at time of permit review.

Board: W. Feldkamp inquires as to whether the applicant would go with the corner boards? Applicant will do what staff prefers which he believes is the corner board. The windows will be banded, which aids in the appearance of a greater recess. B. Guthrie questions the distances between adjacent structures? The majority of the structure will be seven feet from the other structure. The second floor setback is five (5) feet.

Board: W. Feldkamp suggests a decorative walkway could enhance the property.

Public Comment: None.

Motion: B. Guthrie moves to approve HRPB 19-00100258 with staff recommended Conditions of Approval with the addition of Condition #10 the front walkway to be patterned or brick; work with staff regarding Condition #8 utilizing either fiber cementitious lap siding or simulated stucco lap siding; Condition #2 and #3 subject to staff review; based upon competent substantial evidence pursuant to the City of Lake Worth Beach Land Development Regulations; R. D'Arinzo 2nd.

Vote: Ayes all, unanimous.

B. Consideration of a Certificate of Appropriateness (COA) for the demolition of an existing non-contributing structure and the new construction of a ± 2,592 square foot multi-family structure at **230 North L Street**; PCN#: 38-43-44-21-15-046-0150. The subject property is located in the Medium Density Multi-Family Residential (MF-30) Zoning District and the Northeast Lucerne Local Historic District.

Staff: A. Fogel presents case findings and analysis. A similar request was heard in November and denied based on lack of harmony with surrounding properties (specifically proposed height, massing, and relationships of solids to voids). The applicant has provided 2 options. Option A is modular in design with 3 variations in exterior finishes and a total of 12 parking spaces. Option B features a different configuration of the modular units with a courtyard and a total of 14 parking spaces.

Architect: Alan Schulman speaks of Optionality in gaining consensus for approval of projects. In this instance arrangement and materials. Discusses Modularity and how one can choose to express the modular housing nature or not express the modular character. Modular really refers to the construction, the cladding is separate. With the endeavor to make everything flush, the feel of modularity will not come through but rather a slight cubic feel. Massing and materiality connect to tradition helping to eliminate modularity. Shows images of conceptual plan inserted into the streetscape showing what architect perceives to be compatibility connected to local traditions.

Board: J. Fox inquires about the size of the living space. Option A provides @ 400 square feet whereas Option B provides approximately 450 square feet plus the loft area. Screening is meant to eliminate the look of cantilevered carport area. B. Guthrie believes the plans are much improved from before but the roofline lends a boxy look. Option B with the lap-siding and courtyard brings it closer to what he would be looking for. The opening in the hedge leads into the courtyard and 2 other entrances in the private gardens of the 2nd floor units (patio under the units). J. Just asks if entrance to courtyard will be open or secured, has concerns with security. **Owner** Ezra Kassin, states it will remain open. B. Guthrie makes comparisons of the 25 foot lots having 19 foot wide structures on them and the proposed having 12 foot wide structures, that 400 square feet is rather small. **Owner** states the existing duplex is 800 square feet which makes each unit @400 square feet. **Architect** makes comparison of the neighboring structures which seem to have a five (5) foot setback. W. Feldkamp: It is much improved and asks if the architect has a preference for the siding.

Public Comment: 406 N K St -Marion Sullivan - was her grandfathers' house. Personally does not like the modular look, questions the preservation of the fruit trees, mangos. There are 2 trees and only sees one on the proposal.

231 N. M St.-Christian Kahler- and not what the founding fathers envisioned, not historic not what is around it.

229 N. M St.- currently share refuse would like to continue doing so; likes modern design but doesn't like this design.

902 S. Palmway Debra Tobias -believes it is well done, a bit of contrast and eclectic feel and will lift up the area.

231 N. M St. Kathryn Montero -as a neighboring property owner appreciates the improved re-design as well as the consideration given to her.

Staff also received 2 letters against the project which are entered into the record.

Will the trees be saved? Applicant response is yes the one large specimen tree at the northwest corner with both options.

Board: J. Fox asks if the roof cannot be stylized in some fashion? Architect states there is a small parapet although the straight parapet and flat roof can also found in historic areas on stucco buildings. B. Guthrie asks if the siding is applied on-site and could a parapet be constructed on the structure once on-site? Mr. Kassin states it would not go with the design.

Owner: Ezra Kassin- Is in agreement with the four (4) conditions.

Board: W. Feldkamp expresses no preference for the finish materials but does prefer Option B despite the wish of the architect and owner to display the modularity. Believes the town would be more interested in Option B. Would like to have the Mango trees preserved. E. Kassin would have to do a tree survey to determine the canopy. D. Cavorsi favors Option B with the added parking. J. Just likes the look of Option A but the living space of Option B. J. Fox likes the streetscape of the step-down along L Street. Chairman reads the conditions of approval. B. Guthrie likes the lap-siding finish to better blend with the neighborhood. Staff states they are comfortable reviewing that item at time of permit review.

Motion: J. Just moves to approve HRPB 19-00100276 with staff recommended conditions and Option B based upon competent substantial evidence and pursuant to the City of Lake Worth Beach Land Development Regulations; D. Cavorsi 2nd.

Vote: Ayes all, unanimous.

C. Consideration of a Certificate of Appropriateness (COA) for exterior alterations and the construction of a +/- 233 sq. ft. addition to the single-family residence at **217 South J Street**; PCN# 38-43-44-21-15-085-0240. The subject property is a contributing resource to the Southeast Lucerne Local Historic District and located within the Multi-Family Residential (MF-20) Zoning District.

Staff: J. Hodges presents case findings and analysis. Proposal is for addition to the front with a porch and additional enclosed living space, partial window replacement, exterior doors replaced with impact French doors. Concerns for the proposed exterior alterations and addition, along with the proposed reconfiguration of the front windows and removal of a gable end has led staff to propose an alternate design. Because there has been no response to these concerns, after speaking with the architect, additional conditions have been added assuring consistency with the City Historic Preservation Regulations and City Historic Guidelines.

Owner: Chris Couture **Architect:** Juan Contin – states the front wall needs to be rebuilt as it leaks. Provides photos and makes comparisons with other nearby properties.

Board: W. Feldkamp asks about asbestos siding. **Owner:** Beneath the asbestos, is the original clapboard. The gable ends will be scalloped cedar.

Public Comment: 427 S. J St.- David Wilson -In support of the project.

318 N. J St. and 427 S. J Street Elaine McCarthy- looks like a 1920's cottage, better than the old, appreciates the new look.

Architect: J. Contin states it is a historical hodgepodge since it has been pieced together over time.

Board: B. Guthrie-The proposed architecture is much better looking than the existing structure. Staff states the gable was on as early as the 1940's over a screen porch. W. Feldkamp states it might be interesting to see what the future addition with a gable end would look like. J. Just states if both buildings were built approximately the same time, would the windows not look similar? Staff concurs. Originally a double hung window and the openings are indicative of that. B. Guthrie: In the future could anyone distinguish that there had been a 3rd gable in the past? Staff response:

no it would not be obvious but houses are a record of themselves. W. Feldkamp asks what type of door is proposed? A 15-light door might be compatible.

Board: Chairman reviews Conditions of Approval.

Revise Condition #4 to remove 'asbestos' change to original lap siding;

Revise Condition #6 that the four (4) windows be retained. Owner states he can work with staff on keeping the four (4) windows.

Revise Condition #7- revise to be stepped down and narrowed.

Motion: D. Cavorsi moves to approve HRPB 19-00100264 with staff recommended Conditions of Approval based upon competent substantial evidence pursuant to the City of Lake Worth Beach Land Development Regulations including staff recommended conditions and with the modification of:

- Condition #4 to read 'original wood siding' (delete asbestos), as reviewed by staff';
- Condition #6 'to mimic the existing four (4) windows;
- Condition #7-the new front porch roofline to be stepped down and slightly narrower per staff recommendation. R. D'Arinzo 2nd.

Vote: Ayes all, unanimous.

D. A request for a Conditional Use Permit and a request for Mural Installation for the contributing structure located at **921 Lake Avenue**, pursuant to but not limited to Sections 23.2-7, 23.3-14, and 23.5-4 of the Land Development Regulations. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

Staff: J. Hodges presents case findings and analysis.

Representatives of Property Owner: Eduardo Estevez of Delray Beach restaurant operations consultant, Property Manager Miguel and Portuguese Artist David Arranhado. The challenge of bringing Turkish and Mexican culture together in the mural was presented to the artist.

The Forest depicts mythological aspects of Maya, Mexican culture and Turkish symbols. The mural was the inspiration for the name of the restaurant Somos Uno meaning we are all one of the same sky and worlds. Believes it can bring unity and respect of each other to all the citizens of the City.

Board: B. Guthrie questions if the mural will extend all the way to the front?

Staff: J. Hodges reviews the Conditions of Approval and in response Staff recommends the mural extend the full length of the west façade terminating at the brick façade and shall terminate before reaching the decorative parapet. The tree within the mural shall be re-positioned to ensure the window opening will not obscured.

Public Comment: Debra Tobias 902 S Palmway- how did the smurf get painted near Too-Jays?

Board Attorney advises those comments should be reserved for general public comment as they do not pertain to the project at this location.

B. Guthrie wants to ensure the sidewalk is protected.

Board Attorney: Business License should be issued prior to the painting of the mural.

Motion: D. Cavorsi moves to approve HRPB 19-00000011 mural installation with staff recommended Conditions of Approval adding a 9th condition: Ensure sidewalk protection, based

upon competent substantial evidence pursuant to the City of Lake Worth Beach Land Development Regulations; B. Guthrie 2nd.

Vote: Ayes all, unanimous

Motion: D. Cavorsi moves to approve HRPB 19-00500008 with the staff recommended condition(s) based upon competent substantial evidence pursuant to the City of Lake Worth Beach Land Development Regulations.

B. Guthrie questions the need for the Conditional Use Approval as the operation has been that of a restaurant/bar in the past. Staff advises that the lapse in maintaining a business license has caused the need for this Conditional Use review.

Vote: Ayes all, unanimous.

E. Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Staff: J. Hodges presents case findings and analysis. The applicant/owner has submitted a 3 part request: Demolition, Economic Hardship, and New Construction Certificate of Appropriateness. Based on the demolition criteria, staff believes the structure should not be considered for demolition under regular circumstances. The owner has also submitted for an economic hardship due to ongoing mold remediation issues with an uncertain outcome. The owner states the structure is currently uninhabitable. The owner shall have the burden of proof to make the hardship claim. The building is structurally sound. The new construction plans and materials are presented to the Board. Several aspects of the proposal are atypical such as cascading hipped roofs, a front facing three bay garage, a monumental entryway porch all of which contributes to the proposal being minimally compatible with historic guidelines and regulations set forth in the ordinance.

Owner Agent: Wes Blackman, CWB Associates- Was asked to represent the case before the Board. The newly proposed setback would meet current code unlike the current setback. Brought in to look at the demolition criteria and arrange the hardship criteria of the project.

Architect: Adrianna Feingold- provided to staff new construction drawings as of today, addressing concerns that staff has; these are not included in the Board meeting packet.

Owner: Brendon Lynch- States that he was encouraged by William Waters to pursue the economic hardship after his wife began to feel ill shortly after moving into the house in 2009. Learned in 2015 of the mold problem which was an expensive test and then $54,000 in remediation. Loves his house and does not want to watch it being torn down if granted the request. States in total he has spent approximately $200,000 in remediation efforts, hasn't lived in the home since June 2019 and wears a mask when inside. His wife and children must enter a hyperbaric chamber due to swelling of the brain from living in the house. At 40 sessions and 2 hours per session, it becomes expensive. The roof was replaced in 2019 @ $54,000.00 further proof that he never expected to be before the Board.

Architect: There have been 3 different revisions. Met with staff to gain insight since it is in a historic district. As the existing pool remains, they plan to expand to the north and south. The finished floor will be at ten (10) feet, flood zone requires 8 feet. The ceilings will be at ten (10) feet. The back porch is substantial as well as a 3 car garage, with approximately 4,500 square feet. Based on the recommendation that came back on Monday, there were revisions to the roof,

rotation of the garage, and addition of a wall. Stem wall construction with some fill. May not need a retaining wall since the lot is big, a civil engineer will design the drainage. The existing house is lower than existing code with regard to height of finished floor.

Staff: Received the revised plans on this day. Board may render decisions on demolition and hardship requests. Board asks if the plans have been reviewed? Staff responds, no they have not been fully vetted. Advertising requirements have not been met, so they may not go before the Board for action, advice can be given.

Public Comment: Cheryl Rashkin 1302 S Palmway-President of South Palm Park Association-many styles of historic properties in South Palm Park. Please grant demolition. Robert Morrison of 909 S. Lakeside Dr-It's the real deal. The height of the proposed structure will be the new "normal".

Board Attorney: Asks if the signed affidavit was signed and submitted as required by Code?

Owner Agent: The affidavit was not submitted. This testimony is under oath and can provide the document as a Condition. Interprets the Code as pertaining to anything that may be missing.

Board Attorney: In reading the requirements from Code notes the affidavit is a required document, not an option; and also that the receipts submitted did not indicate they were paid. The actual paid receipts, canceled checks or credit card statements are required for less stringent issues.

Owner Agent: With regard to the Hardship, he wanted to show the enormity of the problem. This is already a high bar for anyone to meet in terms of the economic hardship and now this action is foreshadowing future economic hardship on this family. As he knew this would come up, he did ask for the receipts, they were not there. Here is the actual applicant in person. Asks how the attorney would like to handle the documentation requested.

Board Attorney: The affidavit is a swearing to truth and accuracy of the evidence, not to cover missing items.

Board Chairman: Believes this is headed toward a continuance so it would allow the owner and agent time to gather the required documents.

Owner: This is what he was hoping to avoid, is paying rent as well as a mortgage. Every day that this goes by is more money out of his pocket. Doesn't understand how an affidavit could be better than his personal appearance before the Board.

Board Attorney: Since the demolition cannot move forward without the new construction COA approval which will come back before the Board in 30 days, does it really help?

Owner: Intent is to keep moving forward. States that staff said it meets code, they just don't like the details, is amenable to making the requested new construction changes.

Board Chairman: Reminded all that the revised plans have not been properly advertised. Technically, Board cannot move forward with the new construction so to rush with the demolition in light of documents that are not accounted for, would not be prudent.

Board: B. Guthrie thinks that Board has the latitude to allow Owner to provide the affidavit tomorrow and the amount of documentation is voluminous. The house is boarded up and has been for months. Once the demolition has occurred, the owner would now be at a new normal. The style could be changed, it would be a single story home but because of the elevation it is higher than the neighbors. J. Fox does not dislike the plans, but simply wishes to follow the advice of the Board attorney with respect to the legality of the process. D. Cavorsi concurs and does not

want to set a poor precedent; believes to approve the plans before staff reviews the plans would be dangerous.

Board Attorney: Reiterates that the bar, the standard for this type of request is very high and demands much information. It is not meant to be an easy standard to meet. Due diligence and caution needs to exercised when granting the request. As this is a historic, contributing structure demolition is rarely allowed. The demonstration of Economic Hardship is difficult. The receipts need to show they are paid. Cautions about setting a precedent. The affidavit shall be notarized.

Owner: States he has 20 notaries that work for him, he can have the affidavit here tomorrow.

Board: Is the power and a/c on?

Owner: Two (2) dehumidifiers and A/C are running at the advice of professional mold remediators.

Board: Discussion on size of proposed structure in relation to the lot size and comparisons to neighboring properties. J. Fox re-iterates that the Board does not have the most recently submitted plans before them to review; no one is disputing that apparent fact it is a sick house. R. D'Arinzo states that the demolition goes to Tallahassee and a record of the proceedings are filed with the Historic Department Division of the Interior. The Board Attorney is advising the Board of possible legal ramifications of their decisions.

Owner: Does not understand why there cannot be a motion contingent upon the affidavit. Was not aware an affidavit. Owner says the Board can approve the demolition but not the plans.

Board: members state they will not go contrary to Board attorney advice.

Owner Agent: The Hardship section would be a good section of Code to re-write. When information is not available, an affidavit shall be filed. Board has the power to wave and issue the demolition independent of the new construction.

Board: J. Just questions why it has taken from July to January to come forward to ask for the demolition.

Owner: After putting on a new roof, after 19 different tests.

Board: J. Just recaps "decided to move in July and why it took so long to come forward, now we can't wait 30 days for the proper paperwork". Must follow the requirements, does not want to be rushed in making the decision. R. D'Arinzo asks for clarification on the demolition process and is there a checklist? Staff responds, there are release forms from various agencies and yes there is a checklist specific to the hardship request.

Board Attorney: The State Historic Division doesn't want the checklist and ordinance watered down. The standard is very high, they want it to be difficult and don't want staff and Board just handing them out. It all ties into the Certified Local Government status of the City as well as grants. All the "I's" need to be dotted and "t's" crossed.

Motion: R. D'Arinzo moves to continue HRPB 19-00100275 to next meeting. D. Cavorsi 2nd.

Ayes: 5 Nay 1 B. Gutherie dissenting.

PLANNING ISSUES: The recent decision of the City Commission to uphold the decision of Historic Preservation Board with regard the L&M Street project demonstrates the high standard that must be met in order to overturn a decision. The Board rendered a lawful decision and the City Commission upheld that decision. As 'ambassadors' in the City, Board members can remind

citizens that none of the structures can be demolished until a site plan is brought before this Board. In general, structurally sound homes that are boarded up will deteriorate.

PUBLIC COMMENTS: (3 minute limit) None

DEPARTMENT REPORTS: The slight restructuring of Community Sustainability resulting in William Waters resuming the role of Development Review Official and leading Planning Zoning and Historic Preservation; Mark Stivers will now lead Code Compliance, Building and Business Licenses.

BOARD MEMBER COMMENTS: J. Fox inquires as to when there will be a new Board member appointment. One was recently made, Osvaldo Ona, will join the Board at the next meeting.

ADJOURNMENT: 9:47 PM

Submitted By: _____
Sherie Coale, Board Secretary

Minutes Approved: _____
Date

Legal Notice No. 36164

PLEASE TAKE NOTICE that the City of Lake Worth Beach, Florida, Historic Resources Preservation Board, will hold a public hearing in the City Hall Commission Room, 7 N Dixie Hwy, in said City at 6:00 P.M., or as soon thereafter as possible, on Wednesday, February 12, 2020 to consider the following:

HRPB 20-00100006: Consideration of a request for the new construction of a ± 2,267 square foot single-family structure located at 403 South M Street, pursuant to but not limited to Sections 23.2-7, 23.3-7, and Section 23.5-4 of the Land Development Regulations. The subject property is located in the Single-Family Residential (SFR) Zoning District and the Southeast Lucerne Local Historic District. PCN#: 38-43-44-21-15-157-0180.

Written responses can be sent to the Lake Worth Beach Historic Resources Preservation Board at 1900 2nd Avenue North, Lake Worth Beach, FL 33461 and must arrive before the hearing date to be included in the formal record. You also have the opportunity to attend the meeting to provide oral testimony. For additional information on the above issues, please visit the City of Lake Worth Beach Division of Planning, Zoning and Historic Preservation located at 1900 2nd Avenue North, Lake Worth Beach, Florida 33461 or contact City Staff at 561-586-1687. If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105) In accordance with the provisions of the American with Disabilities Act (ADA) this document may be requested in an alternative format. Persons in need of special accommodation to participate in this proceeding are entitled to the provision of certain assistance. Please call 561-586-1687 no later than five (5) days before the hearing if this assistance is required.

Publish: The Lake Worth Herald
January 30, 2020

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

RE: **920 South Lakeside Drive**

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department for Community Sustainability

TITLE: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Unreasonable Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,817 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Owner: Brendan and Lisa Lynch
920 S. Lakeside Drive
Lake Worth Beach, FL 33460

Agent: Wes Blackman, AICP
CWB Associates
241 Columbia Drive
Lake Worth Beach, FL 33460

BACKGROUND:

The single-family structure located at 920 South Lakeside Drive was designed in May of 1946 by prominent Lake Worth architect, Edgar S. Wortman. Mr. and Mrs. Charles Warner commissioned the building, and it was designed in a sprawling Masonry Vernacular style with influences of Palm Beach Regency style architecture. The structure has frontage on South Lakeside Drive to the west and frontage on the Intracoastal Waterway to the east. The original architectural drawings are located within the City's property files and are included in this report in **Attachment B**. The architectural drawings for the structure illustrate an expansive single-story residence with an "L" shaped plan of masonry construction with a smooth stucco exterior finish, flat white concrete tile hip roof, a small projecting front porch, and a utility wing containing a two-car garage. With a $19,000 building permit valuation, the structure was an impressive residence for its time, featuring a formal entrance hall, a master bedroom with an en-suite bathroom, formal dining room, and a rear terrace overlooking the Intracostal. City permit records indicate the structure has had alterations over time, including permits for window replacement, various electric and plumbing improvements, and two additions to the structure occurring in 2004 that brought the total square footage to approximately 4,214 square feet (2,995 square feet under air). In March of 2019, staff administratively issued a Certificate of Appropriateness for roof replacement with a flat concrete tile. Site improvements include the installation of an in ground swimming pool in 2006 and retaining wall installation in 2017. The structure retains a moderate to high degree of historic integrity of

location, setting, materials, and design. Current Photos of the structure are provided in this report as **Attachment C**.

REQUEST:

The Applicant is requesting to demolish the existing contributing resource due to extensive and ongoing complications with mold and air quality at the property. The Applicant has submitted a justification statement for the request and exhibits illustrating the basis for an Unreasonable Economic Hardship request, which outlines the Applicant's attempts at mold remediation for the property. Should the Board approve the request for demolition; the Applicants also have submitted plans for the construction of a new ± 7,817 square foot single-family structure on the parcel.

REQUEST BACKGROUND:

This request came before the HRPB at the January 8, 2020 regular meeting. The HRPB and its legal counsel requested that the Applicant submit a signed affidavit and submit additional supporting materials in regards to the Unreasonable Economic Hardship request. The Applicant also presented newly revised architectural drawings for the proposed new construction at the meeting, which were not provided to the Department for Community Sustainability in time for historic preservation staff to analyze the proposal's compliance with historic preservation and zoning criteria. The HRPB voted to continue the request to the February meeting. The Applicant has submitted the requested affidavit and additional back-up materials, which have been included in this report as **Attachment L**. The revised architectural drawings have been evaluated, and are included in this report as **Attachment I**.

ANALYSIS:

Demolition

The contributing single-family structure retains a moderate to high degree of historic integrity of location, setting, materials, and design. The building is structurally sound and contributes to the overall character and concentration of architecturally significant structures in the district.

The City of Lake Worth Land Development Regulation Section 23.5-4(k)4 contains the decision-making criteria for the demolition of historic structures, and states that "*No certificate of appropriateness for demolition of a landmark or contributing property shall be issued by the HRPB unless the applicant has demonstrated that no other feasible alternative to demolition can be found*." Staff has reviewed the decision-making criteria for granting Certificates of Appropriateness for demolition, and have included Staff's responses in **Attachment D.** The Applicant has also submitted responses to these criterion, provided as **Attachment E.**

Based on the decision-making criteria, it is the analysis of Staff that the existing contributing resource should not be considered for demolition under regular circumstances. The building was designed by an important local architect, is structurally sound, retains a moderate to high degree of its character defining features, and contributes to the historic integrity of the South Palm Park Local Historic District. The Applicant maintains that the structure is uninhabitable and that continuing phases of remediation would result in an ongoing economic hardship, and that the results of future remediation cannot be guaranteed to fully correct the existing problems.

Staff recommends that the Board carefully review the Economic Hardship request for the demolition request to determine the structure's viability and to determine if the Applicant has demonstrated that no other feasible alternative to demolition can be found.

Economic Hardship Request

According to the City of Lake Worth Beach, Land Development Regulations, Section, 23.5-4(I)(1), no decision of the development review officer, HRPB, or the city commission shall result in an unreasonable economic hardship for the property owner. The HRPB shall have the authority to determine the existence of an unreasonable economic hardship in accordance with the criteria set forth in this section. The applicant shall have the burden of proving by substantial competent evidence that denial of a certificate of appropriateness or imposition of conditions on a certificate of appropriateness have caused or will cause an unreasonable economic hardship for the owner of the property. The following addresses the submission of evidence with respect to the applicant's requested economic hardship.

The Applicant's Justification Statement and documentation provided for the Economic Hardship Request have been included in this report as **Attachment F**. In addition, the Applicant has submitted exhibits documenting their efforts to remediate the issues at the property. These exhibits have been included as **Attachment G**. Additional information supporting the request, including a signed affidavit and supplementary materials requested by the HRPB at the January meeting, is included as **Attachment L**. The attachment includes an affidavit template created by the City Attorney that was provided to the Applicant to complete.

City of Lake Worth Land Development Regulation Section 23.5-4(L), *Supplemental standards to determine if unreasonable economic hardship exists,* has been included in this staff report as **Attachment H**.

Evidence considered for all property per LDR Section 23.5-4(I)(3):

A. Whether the owner knew or should have known of the landmark or historic district designation at the time of acquisition and whether the structure or district was designated subsequent to acquisition.

   Staff Response: Per the Applicant's Justification Statement, the owner knew that the property was in a historic district at the time of purchase.

B. The amount paid for the property, the date of purchase 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 seller and buyer.

   Staff Response: The Applicant paid approximately $1.1 million for the property in September of 2009. Per the Applicant, there was no relationship between the seller and the current owner outside of the purchase of the property. The Applicant states that there were no terms of financing between the seller and buyer.

C. The form of ownership of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other form, and whether or not it is a homestead property.

Staff Response: The Applicants own the property and it is utilized as their primary residence. The property is homesteaded.

D. An estimate of the cost of the proposed construction, alteration, demolition or removal.

Staff Response: Based on early estimations and design, the Applicant is assessing the total project cost at $1.3 million. Staff directs the Board's attention to the Applicant's submitted documentation, provided as **Attachments F**, **G**, and **L**.

E. The assessed value of the property according to the two (2) most recent assessments.

Staff Response: Per Palm Beach County Property Appraiser, in 2019 the property had an assessed land value of $800,000 and an improvement value of $248,420. In 2018, the property had an assed land value of $771,021 and an improvement value of $231,473.

F. The real estate taxes for the previous two (2) years.

Staff Response: The Applicant states that $18,319 was paid in property taxes in 2018, and $19,096 was paid in 2019.

G. Annual debt service or mortgage payments if any, for the previous two (2) years.

Staff Response: The Applicant states that 920 S Lakeside Drive has a monthly mortgage amount of $2,913.

H. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.

Staff Response: Not applicable, item E indicates the most recent assessments of the property's value.

I. Any information that the property is not marketable or able to be sold, considered in relation to any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years, including testimony and relevant documents regarding:
   (a) Any real estate broker or firm engaged to sell or lease the property.
   (b) Reasonableness of the price or rent sought by the applicant.
   (c) Any advertisements placed for the sale or rent of the property.

Staff Response: Not applicable. The Applicant does not intend on selling the property.

J. Any Phase I or any other environmental analysis prepared for the site.

Staff Response: Staff directs attention to this report's **Attachments F**, **G**, and **L**, which provide the existing environmental analysis of the property.

K. Any information regarding the unfeasibility of adaptive or alternative uses for the property that can earn a reasonable economic return for the property as considered in relation to the following:

(a) A report from a professional engineer registered in the State of Florida or an architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

Staff Response: Not provided by the Applicant. The structural soundness of the structures is not in question.

(b) An estimate of the costs of construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the HRPB concerning the appropriateness of the proposed alterations.

Staff Response: Staff directs attention to this report's **Attachments F**, **G**, and **L**.

(c) The estimated market value of the property in its current condition, after completion of the demolition, after completion of the proposed construction and after renovation of the existing property for continued use.

Staff Response: The Applicant provided a letter by Licensed Real Estate Associate, Bo Allen of Illustrated Properties, included in this report as *Exhibit T* in **Attachment L**.

(d) In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

Staff Response: Staff defers to the Applicants response, provided in **Attachment L**.

(e) Financial documentation of the ability to complete the replacement project, which may include, but is not limited to, a performance bond, a letter of credit or a letter of commitment from a financial institution.

Staff Response: Not provided by the Applicant.

(f) The fair market value of the property, as determined by at least two (2) independent certified appraisals.

Staff Response: Not provided by the Applicant.

L. Any state or federal income tax returns relating to the property or the owner for the past two (2) years. These forms may be redacted for confidentiality purposes.

Staff Response: Not provided by the Applicant.

M. Any other information considered necessary by the HRPB in making its determination.

Staff Response: Staff defers to the Applicant's signed Unreasonable Economic Hardship Affidavit and supporting materials, included in this report as **Attachment L**, as requested by the Historic Resources Preservation Board at the January 8, 2020 regular meeting.

Alternative remedies per LDR Section 23.5-4(I)(7):

If the HRPB determines that the applicant has proved that an unreasonable economic hardship exists, it shall consider whether other relief is available that will not result in unreasonable economic hardship but which will provide the least adverse effect on the site or its historic, architectural, archeological or cultural features. If found, and within its power, the HRPB may grant this relief, or grant the requested relief with appropriate conditions attached thereto, so as to insure the least possible adverse effect on the historic property which does not result in unreasonable economic hardship.

Staff Response: Staff defers to the Board to determine if there are alternative remedies that will not result in unreasonable economic hardship and will have the least adverse effect on the contributing resource.

Issuance of certificate per LDR Section 23.5-4(I)(8):

If, after full consideration of all other possible relief, the HRPB determines that unreasonable economic hardship shall result unless the specific relief requested is granted, the HRPB shall promptly grant the certificate of appropriateness for such relief.

New Construction

Should the request for demolition be approved, the Applicant has submitted plans for the construction of a new ± 7,817 square foot single-family residence to be constructed on the lot. The Applicant has provided proposed architectural plans for the building, including a site plan, floor plan, landscape plan, and building elevations. The proposed building is designed in a contemporary architectural style with elements of Anglo-Caribbean architecture. The architectural plans for new construction can be found in this report as **Attachment I**.

The Applicant currently owns three abutting fifty-foot wide parcels (ADD 1: Lots 4, 5, and 6 of Block 33). The existing structure at 920 S Lakeside Drive currently occupies two of those lots (Lots 4 and 5). The

Applicant is in the process of joining the three lots together for the new construction proposal, creating a parcel with 150 linear feet on frontage along South Lakeside Drive.

The building is designed utilizing masonry construction with a smooth stucco finish. Character-defining features of the building include a Bermuda-style flat tile hip roof, bracketed overhanging eaves, large casement windows with horizontal lights, a recessed covered entryway, operable colonial and Bahama impact shutters, and decorative stone detailing. Site features include a circular driveway, concrete walkways, and extensive landscaping. The Applicant is proposing to utilize the existing rear pool and spa from the current structure.

The property is zoned Single-Family Residential (SFR) and is subject to the provisions of LDR Section 23.3-7.

Dimension	**Required by Code**	**Proposed**
Lot size	5,000 sq. ft.	Approx. 33,000 sq. ft.
Lot width	50'- 0"	150'-0" (three 50' wide platted lots of record)
Lot depth	n/a	Approx. 220 linear feet
Front setback	50'-0"	50' -0"
Side setback	10% of lot width (min. of 10 ft. for lots over 100 ft. in width)	10'-0" (South side setback) 29'-2" (North side setback)
Rear setback	10% of lot depth for primary structures	93'-6"
Height (SFR zoning)	30' for primary structure	23-0" Average Mean Height
F.A.R.[1] for a Large Lot	0.45 max. (14,852.7sq. ft)	0.24 = (7,818 sq. ft.)
Max. Building Coverage[2] for a Large Lot	30% max. (9,901 sq. ft.)	23.6% = (7,818 sq. ft.)
Impermeable surface for a Large Lot	50% max. (66,012 sq. ft.)	36% = (11,996 sq. ft.)

ANALYSIS:

[1] *Floor area ratio:* A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each land use category that determines the total gross square feet of all buildings as measured from each building's exterior walls based upon the actual land area of the parcel upon which the buildings are to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or the first three (3) levels of parking structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

[2] *Building lot coverage:* The area of a lot covered by the impervious surface associated with the footprint(s) of all buildings on a particular lot. Structured parking garages are exempt from building lot coverage.

New Construction:

Zoning and Comprehensive Plan Consistency

The proposed new construction project is consistent with all site data requirements in the City's Land Development Regulations and Comprehensive Plan. The application as proposed meets the minimum off-street parking requirements and is in compliance with all impermeable surface requirements.

The landscaping for the property will need to be evaluated to ensure it meets the minimum requirements of Section 23.6-1, Landscape Regulations. Final review and approval will take place during the building permit review process.

Historic Preservation

New construction within a local historic district is subject to specific criteria for visual compatibility as set forth in Section 23.5-4(k) of the City's historic preservation regulations. These criteria are provided in **Attachment J** and include Staff's response to each criterion. The Applicant also has provided responses to these criterion, provided as **Attachment K**. The criteria deal primarily with massing, scale, materials, and design compatibility with the surrounding historic district.

After reviewing the decision making criteria, it is the analysis of Staff that the new construction project as proposed is generally compatible with the regulations set forth in the historic preservation ordinance and the City of Lake Worth Beach Historic Preservation Design Guidelines portions on new construction and site plan considerations.

The proposed design of the structure is typical of large contemporary residential structures on expansive lots. The proposal has a broad and staggered front façade with multiple projecting bays and recessed alcoves. The front façade utilizes regular window placement and generally avoids large expanses of blank façade. The proposal also utilizes compatible building materials, such as a stucco exterior, divided light casement windows, and a concrete tile roof. The project's design also incorporates elements of Anglo-Caribbean detailing, such as large bracketed eaves, flat concrete roof tiles, and operable colonial and Bahama shutters.

Per Staff's recommendations, the project architect has made several revisions to the architectural drawings since the January HRPB meeting. The roofline has been lowered and simplified and the front porch has been redesigned to be more in keeping with Anglo-Caribbean architectural massing. The three bay garage also has been relocated to the north (side) façade of the structure. Additional architectural details, such as additional decorative brackets, Bahama shutters, and paired porch columns add to the architectural styling of the structure.

Staff does have some remaining concerns regarding the overall scale and dimensions of the structure. The square footage of the building is restrained from what the Land Development Regulations allow for a lot of this size, and while the total square footage under roof is 7,817 square feet, only 4,903 square feet of that is under air living space. Staff's concerns arise from the overall height and the proportions of the architectural features. As evident in the streetscape elevation, the proposed single-story structure has an overall roof height of 33 feet and is roughly the same height as the neighboring two-story structure to the north. The height of the exterior walls contributes to the height and scale of the building. The projecting

front rooms of the structure stand 12 feet tall from the finish floor height to the top of the wall. The front of the structure also is designed with 6'-0" x 6'-4" window openings, which are in proportion to the scale of the building, but are significantly larger than the window openings of neighboring historic structures. The applicant has placed the building back the required 50'-0" from South Lakeside Drive, which could reduce the visual size of the building from the street with the addition of appropriate landscaping.

Public Comment
At the time of publication of the agenda, Staff has received no written public comment.

COMPREHENSIVE PLAN CONSISTENCY:

The project, as proposed, is generally consistent with the following Comprehensive Plan goals and objectives concerning future land use and housing.

Goal 3.1 To achieve a supply of housing that offers a range of residential unit styles and prices for current and anticipated homeowners and renters in all household income levels by the creation and/or preservation of housing units. (Objective 3.1.1)

Staff response: The proposal will supply a high-end residential unit in the South Palm Park neighborhood.

CONSEQUENT ACTION:

Approve the application; approve the application with conditions; continue the hearing to a date certain to request additional information; or deny the application.

RECOMMENDATION:

Staff recommends that the Board carefully review the Economic Hardship request for the proposed demolition to determine the structure's viability and to determine if the Applicant has demonstrated that retaining the existing structure would result in an undue economic hardship.

Should the Board approve the demolition, Staff recommends that the Board review the compatibility of the proposed new construction, with specific attention paid to the height, scale, and massing of the structure.

Should the Board approve the request for new construction, Staff has included Conditions of Approval to further increase visual compatibility.

If the Board chooses to approve the application for Demolition, Staff suggests the following conditions:

1. The property owner shall provide access to City staff on-site at the property to thoroughly photograph the building prior to demolition for City records.

If the Board chooses to approve the application for New Construction, Staff suggests the following conditions:

1. The proposed exterior entry doors and garage doors shall be compatible with the Anglo-Caribbean architectural style, and shall be subject to staff review at permitting.

2. The proposed windows and doors shall have wood, wood-clad, aluminum, or fiberglass frames.
3. All window and door glass shall be clear or have a clear Low-E coating. Tinted, grey, colored, or mirrored glass shall not be used.
4. All divided light patterns on the proposed casement windows shall be created utilizing exterior raised applied triangular muntins. Exterior flat muntins or "grills between the glass" shall not be permitted.
5. All windows shall be recessed a minimum of three inches (3") from the exterior face of the wall.
6. All exterior porch columns shall be made of wood, shall be wood-clad, or shall be clad with a wood-look material, subject to staff review at permitting.
7. A sample of the proposed stone veneer shall be provided and shall be reviewed by staff at permitting.
8. The proposed flat concrete tiles shall be white or light grey and shall be subject to staff review at permitting.

POTENTIAL MOTION:

I MOVE TO **APPROVE** HRPB Project Number 19-00100275: Consideration of a Certificate of Appropriateness (COA) for a Request for Unreasonable Economic Hardship for the Demolition of the existing contributing resource and the construction of a new ± 7,817 square foot single-family structure at **920 South Lakeside Drive,** based upon the competent substantial evidence, and pursuant to the City of Lake Worth Land Development Regulations, Section 23.5-4.

I MOVE TO **DENY** HRPB Project Number 19-00100275: Consideration of a Certificate of Appropriateness (COA) for a Request for Unreasonable Economic Hardship for the Demolition of the existing contributing resource and the construction of a new ± 7,817 square foot single-family structure at **920 South Lakeside Drive,** because the Applicant has not established by competent substantial evidence that the application is in compliance with the City of Lake Worth Land Development Regulations Section 23.5-4.

ATTACHMENTS:

A. Location Map – 920 S Lakeside Drive
B. Property File Documentation
C. Current Photos
D. Decision Criteria – Demolition – Staff's Responses
E. Decision Criteria – Demolition – Applicant's Responses
F. Applicant's Justification Statement for Economic Hardship
G. Economic Hardship Application Exhibits
H. City of Lake Worth Land Development Regulation Section 23.5-4(L), *Supplemental standards to determine if unreasonable economic hardship exists*
I. Proposed Architectural Plans
J. Decision Criteria – New Construction – Staff's Responses
K. Decision Criteria – New Construction – Applicant's Responses
L. Unreasonable Economic Hardship Affidavit & Additional Requested Materials from January 8, 2020 HRPB Meeting

ATTACHMENT A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT B – PROPERTY FILE DOCUMENTATION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

REAL PROPERTY RECORD
CITY OF LAKE WORTH, FLORIDA

CARD No.

INDEX No.

DESCRIPTION

ADDRESS ~~918~~-920 South Lakeside Dirve

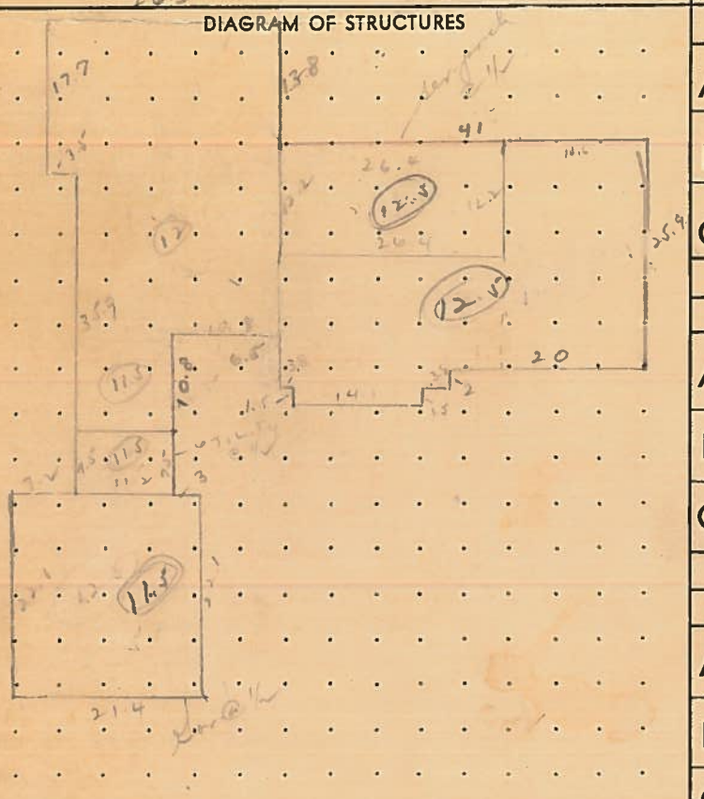
SEC.	TWP.	RGE.

~~Gordon Lee Schaffer~~ CHARLES WARNER

Lot 4 Block 33 Addition #1

	KIND OF STRUCTURE	CONSTRUCTION	USE	Cond.	Class	Type
A	Dwelling	CBS	Single		E	
B						
C						

DIAGRAM OF STRUCTURES



EXTERIOR FEATURES

	Foundation	Basement	EXTERIOR WALLS	ROOF TYPE	ROOF MATERIAL	EXT. FINISH	WINDOWS DOORS	PORCHES
A	FULL GRADE COND.	GRADE COND.	CBS GRADE COND.	Hip GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.
B	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.
C	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.

INTERIOR FEATURES

	Floor Type	Floor Material	INTERIOR WALLS	FINISH	TRIM	ATTIC
A	Cone Double-Single GRADE COND.	Terrazzo GRADE COND.	PL GRADE COND.	P GRADE COND.	W.O. GRADE COND.	UNF. FIN. NO. ROOMS
B	Double-Single GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS
C	Double-Single GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS

INTERIOR FEATURES

	PLUMBING TYPE	PLUMB. FIXTURES	HEATING	LIGHTING	TILE
A	GRADE COND.	NO. 7 GRADE COND.	Furnace GRADE COND.	NO. FIXT'S. GRADE COND.	Tub & Walls S, Ldg
B	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	
C	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	

EQUIPMENT	A	B	C
ELEVATORS			
SPRINKLER SYS.			
SOLAR HEATER			
LAUNDRY TRAYS			
Air Conditioning			
STORM SHUTTERS			
INSULATED WALLS			
INSULATED ROOF			
GUTTER & Dn.-Spout	✓		
TYPE OF WIRING			
REFRIGERATION			
INDOOR BEDS			
SCREENED			

PHOTO A

PHOTO B

BUILDING COMPUTATIONS

No.	SIZES	SQ. FT.	HT.	CU. F.	Rate	COST	% COND.	AMOUNT
Gar	21.4 x 22.1	472.96	12.5	2950				
¼	11.2 x 7.5	84	12	504				
	11.2 x 10.8	120.9	12	1450				
	23 x 25.1	552.2	12	6626				
	26.3 x 17.7	465.5	12	5586				
¼	26.4 x 12.2	322.16	13.5	2174				
	14.6 x 12.2	172.1	13.5	2404				
	14.6 x 13.7	200	13.5	2700				
	26.4 x 13.7	361.6	13.5	4882				
	14.1 x 15.	211	13.5	2835				
	21.7 x 2	43.4	13.5	586				
				39147	39	11560		

ROOMS			
LIVING	1		
DINING	1		
KITCHEN	1		
BED	3		
BATH	1½		

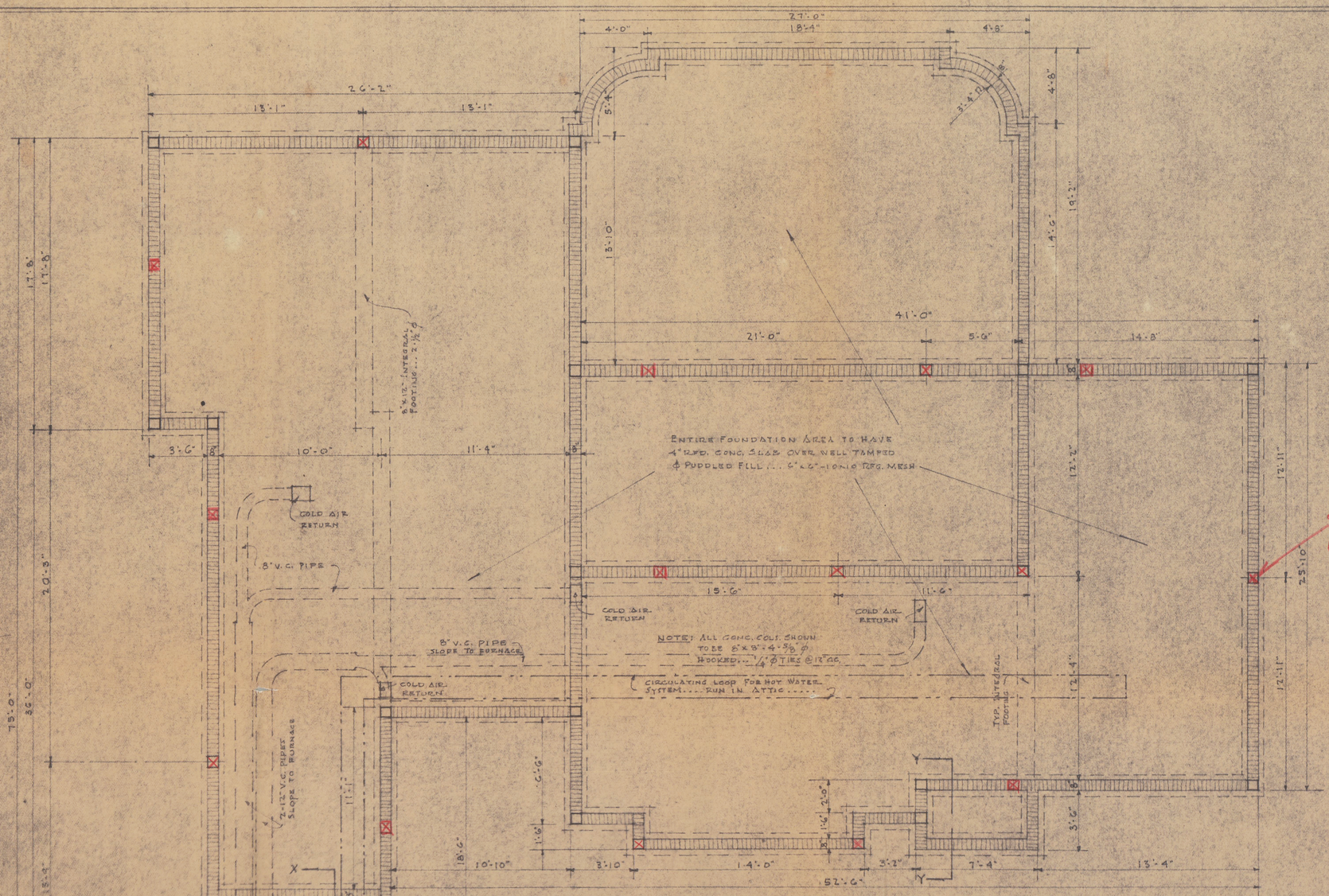
UNITS			
STORES			
OFFICES			
APARTMENTS			
GARAGES			

FIELDED BY: DATE

APPRAISED BY DATE

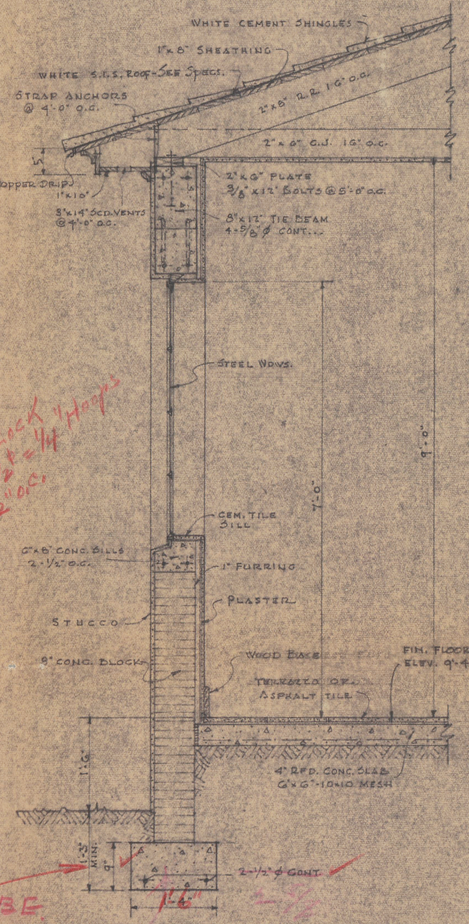
	STORIES	FLOORS	HT. IN FT.	YR. BUILT	YEAR REMODELED	ORIGINAL COST	ADDED COST	EST. LIFE	RATE NEW	Physical Deterioration	Obsolescence	Total Depreciation	% CONDITION
A				49		19000							
B													
C													

32863 40 115 50 90 10295



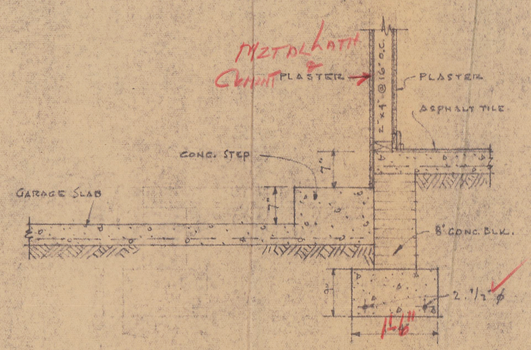
FOUNDATION PLAN

SCALE 1/4"=1'-0"



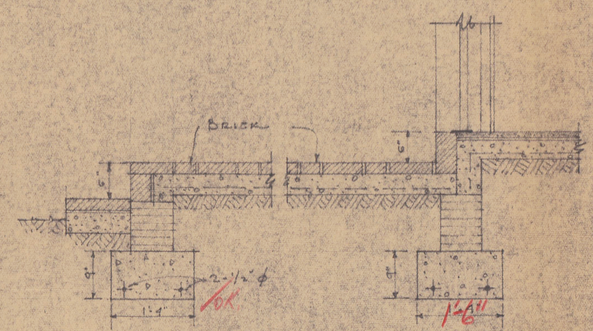
TYPICAL WALL SECTION

SCALE 3/4"=1'-0"



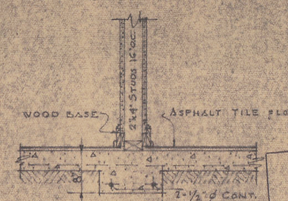
SECTION X-X

SCALE 3/4"=1'-0"



SECTION Y-Y

SCALE 3/4"=1'-0"



INTEGRAL FOOTING

SCALE 3/4"=1'-0"

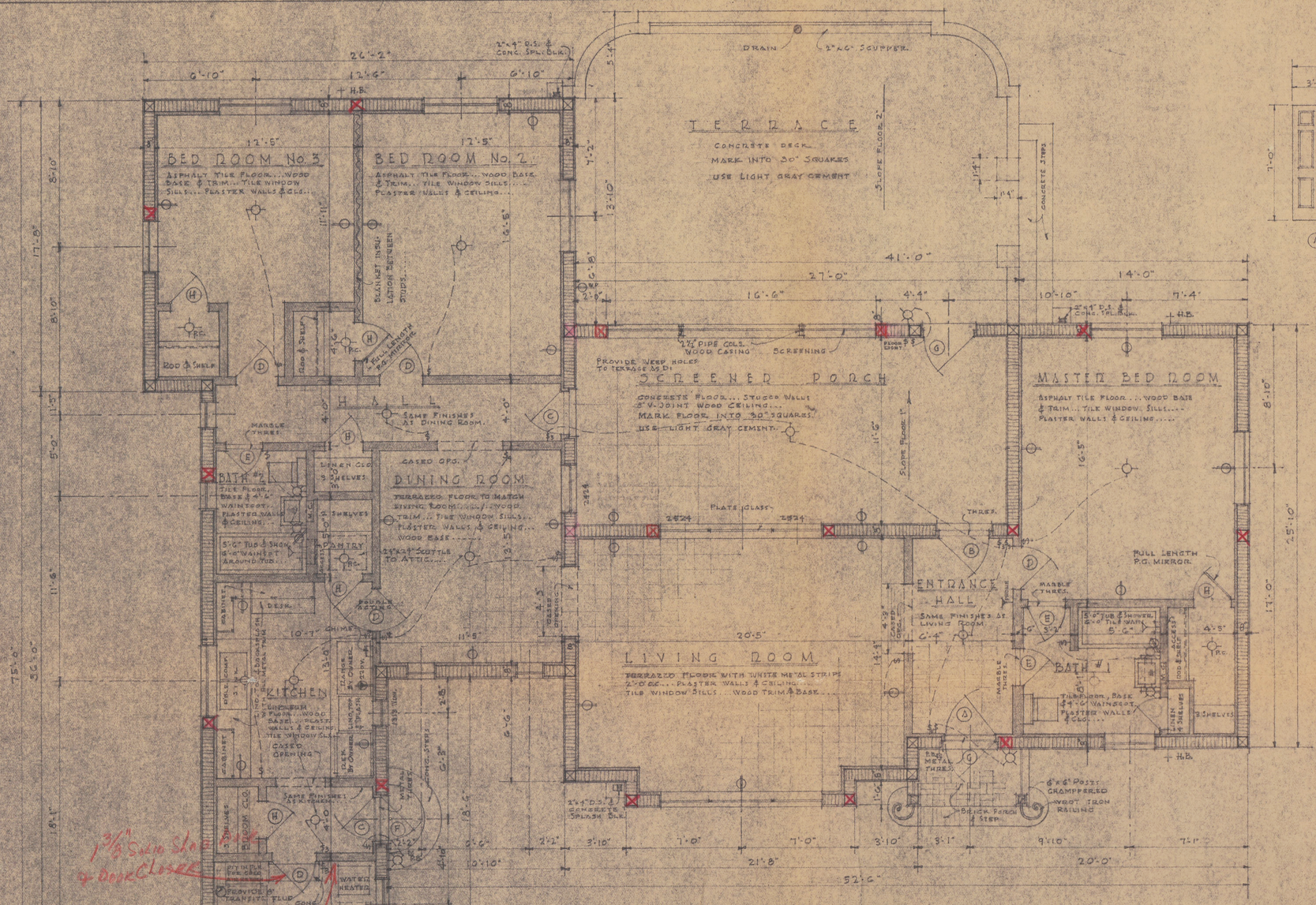
APPROVED
CITY OF LAKE WORTH
Date 3-5-46
Building Inspector

NOTICE
Notify Building Inspector
PHONE
Before Pouring Any Concrete
REVISED MARCH 26, 1946

RESIDENCE
FOR
MR. & MRS. CHAS. WARNER
LAKE WORTH, FLORIDA

DRAWN BY H.T. SMITH	EDGAR S. WORTMAN ARCHITECT	JOB NO. G-118
DATE MAY 1946		DRAWING NO. ONE

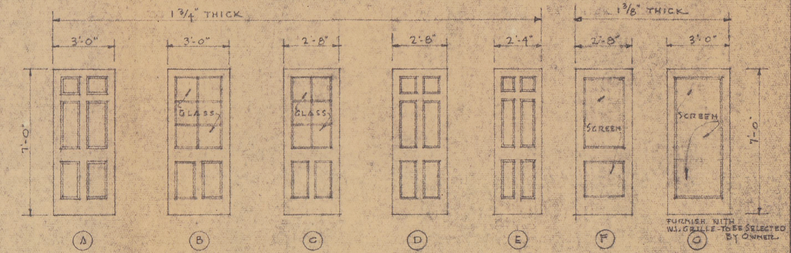
CHAS. JOHNSON CONTR.

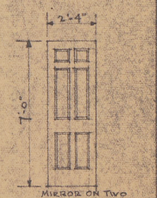


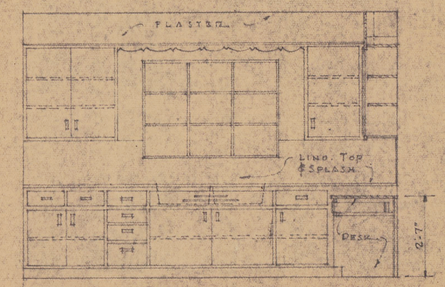
FLOOR PLAN

SCALE 1/4"=1'-0"

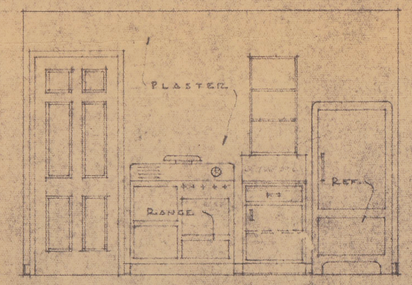
DOOR SCHEDULE



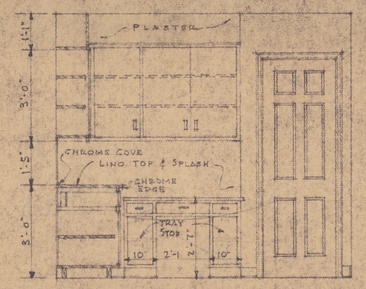




NORTH WALL



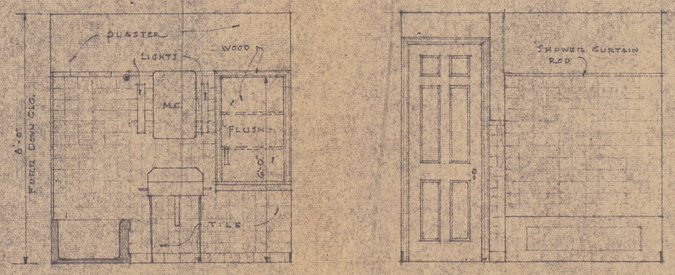
SOUTH WALL



EAST WALL

KITCHEN ELEVATIONS

SCALE 3/8"=1'-0"



SOUTH WALL

EAST WALL

DETAILS OF MASTER BATH

SCALE 3/8"=1'-0"

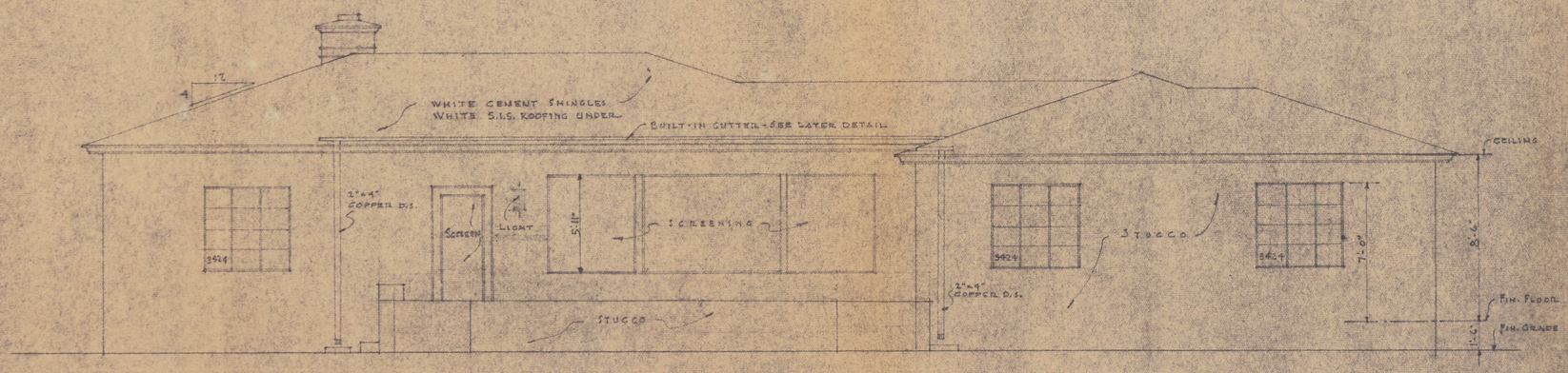
Block Col's Now

ALL-RED-MARKED NEW-LOCATION-OF COL'S.

REVISED MARCH 26, 1948

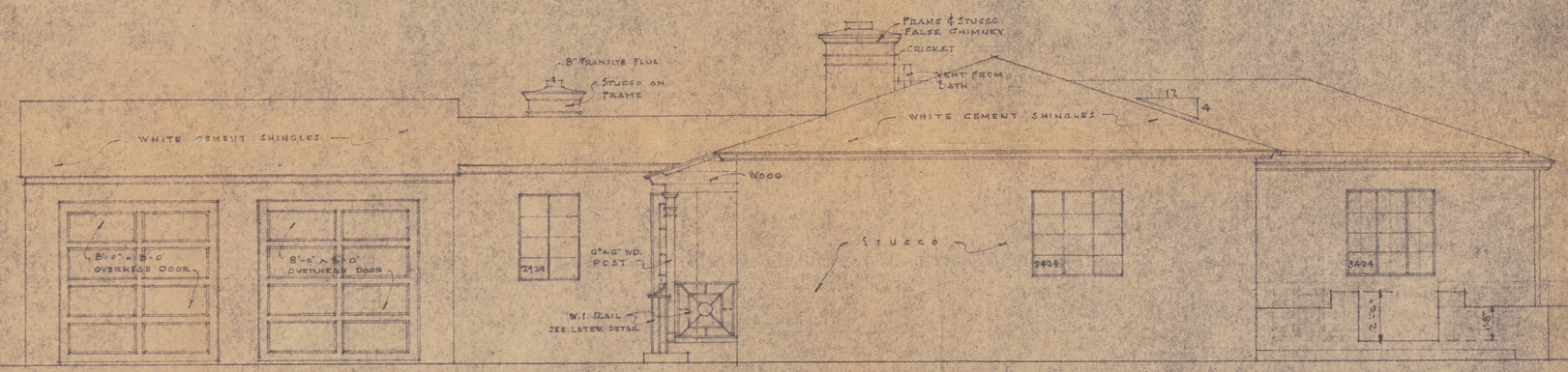
RESIDENCE FOR MR. & MRS. CHAS. WARNER
LAKE WORTH, FLORIDA

DRAWN BY H.T. SMITH	EDGAR S. WORTMAN ARCHITECT	JOB NO. C-118
DATE MAR. 1948		DRAWING NO. TWO



EAST ELEVATION

SCALE 1/4" = 1'-0"



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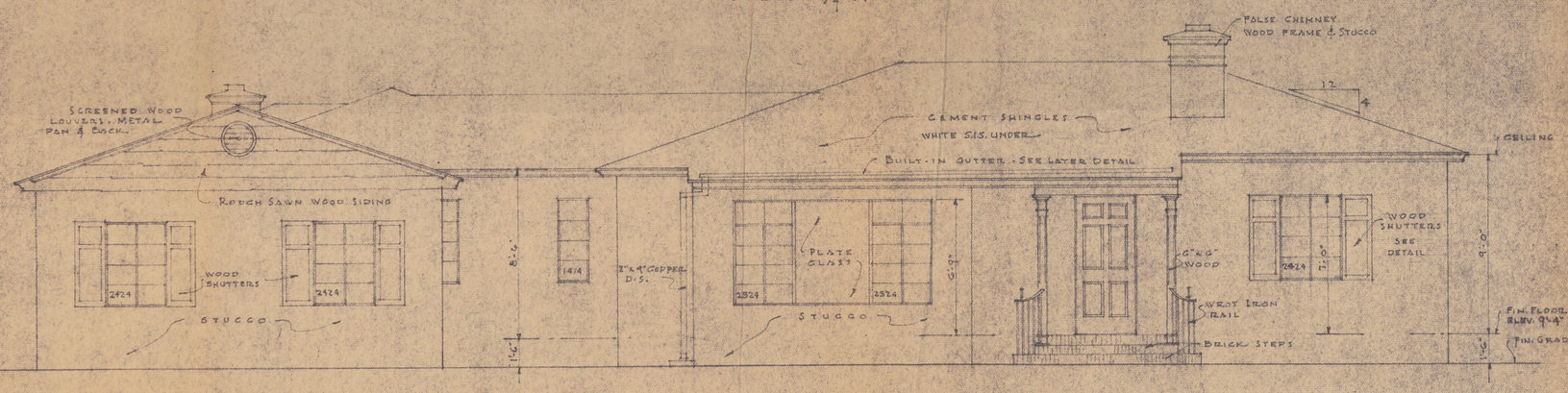
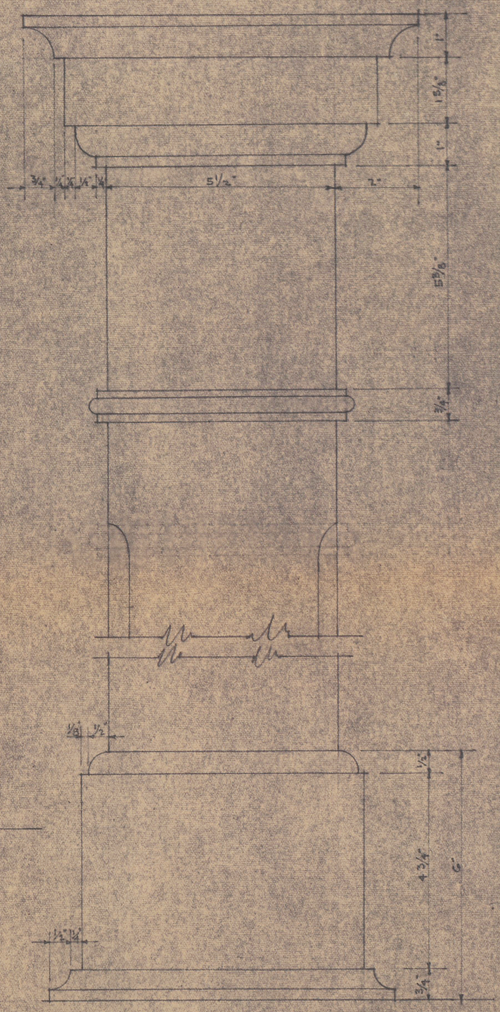
SCALE 1/4" = 1'-0"



WEST ELEVATION

SCALE 1/4" = 1'-0"



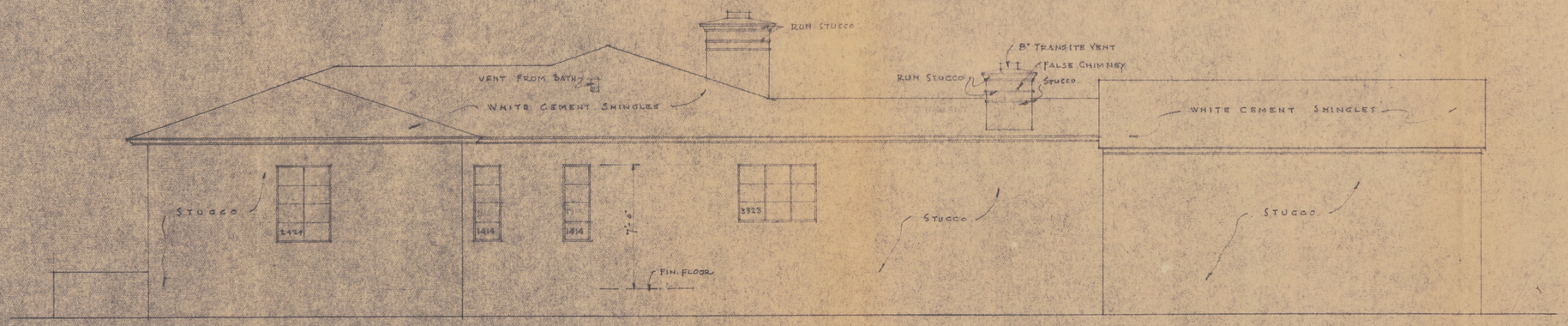
FRONT ENTRANCE COLUMN DETAILS

1/2 FULL SIZE

REVISED - MARCH 20, 1948

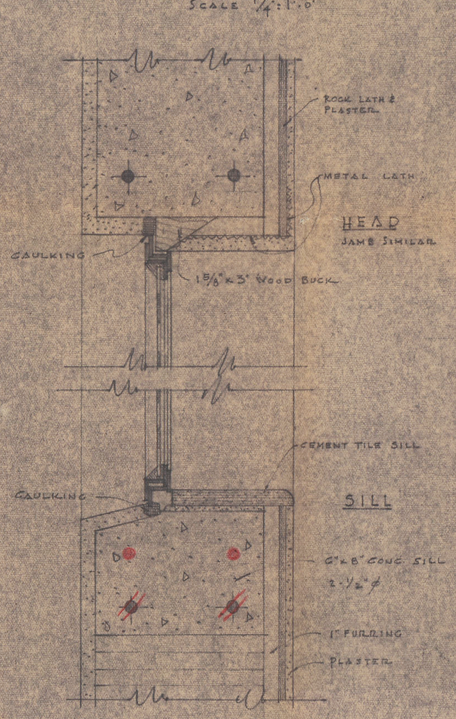
RESIDENCE FOR MR. & MRS. CHAS. WARNER LAKE WORTH, FLORIDA

DRAWN BY H.T. SMITH	EDGAR S. WORTMAN ARCHITECT	JOB NO. A-118
DATE MAR. 1946		DRAWING NO. THREE



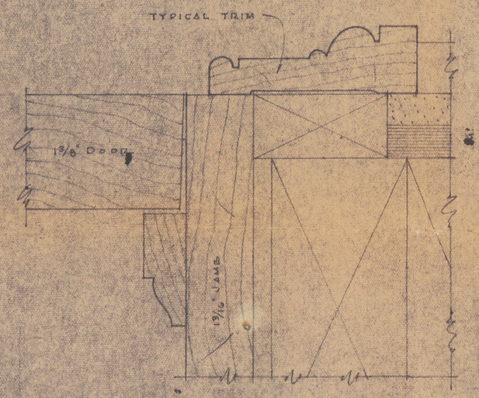
NORTH ELEVATION

SCALE 1/4" : 1'-0"



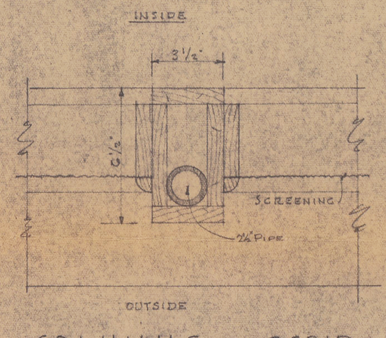
TYPICAL WINDOW DETAIL

SCALE 3" = 1'-0"

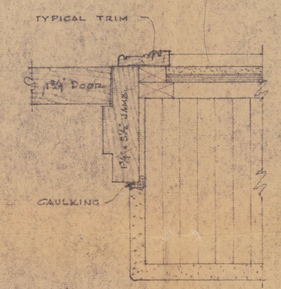


F.S.D. INTERIOR DOOR JAMB

SCALE 3" = 1'-0"



COLUMNS ON SCR'D. PORCH



TYPICAL EXTERIOR DOOR JAMB

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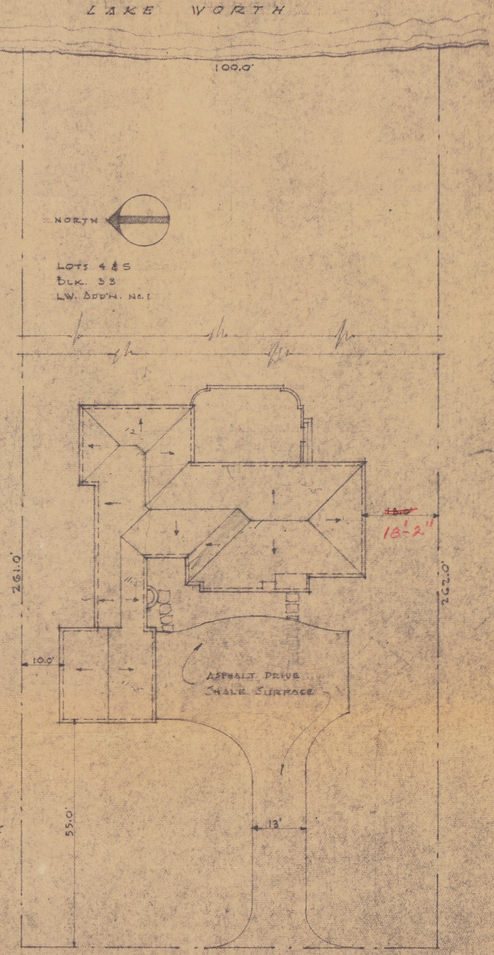
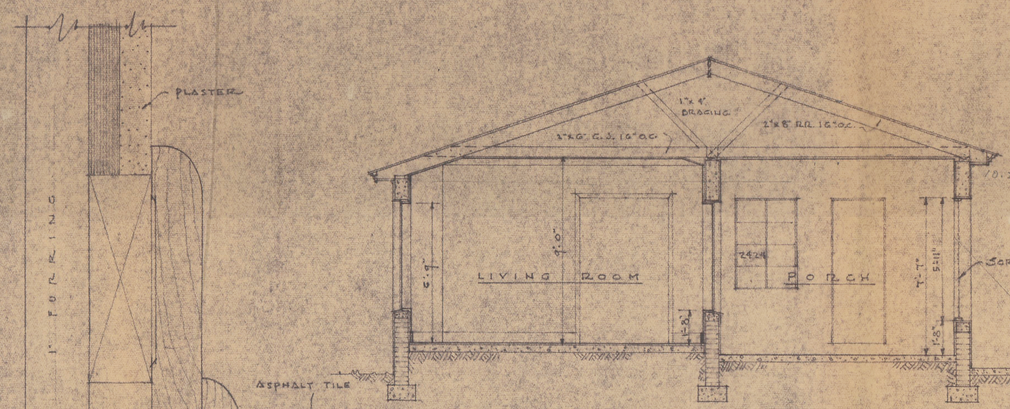


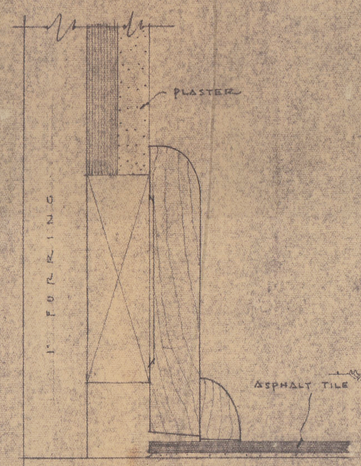
ROOF & PLOT PLAN

SCALE 1" = 20'



SECTION THRU L.R. & PORCH

SCALE 1/4" = 1'-0"



F.S.D. TYP. WOOD BASE

REVISED ... MARCH 26, 1948

RESIDENCE
FOR
MR. & MRS. CHAS. WARNER
LAKE WORTH, FLORIDA

DRAWN BY H.T. SMITH	EDGAR S. WORTMAN ARCHITECT	JOB NO. G-118
DATE MAY 1946.		DRAWING NO. FOUR.

BED ROOM

6"x6" REG.

BED ROOM

6"x6" REG.

COLD AIR RETURN

8"x8" REG'R.

70# DUCT

BATH

30# DUCT

6"x6" REG'R.

100# DUCT

DINING ROOM

P O R C H

10"x5" REG'R.

COLD AIR RETURN @ FLOOR

40# DUCT.

COLD AIR RETURN

MASTER BED ROOM

60# DUCT

140# DUCT

COLD AIR RETURN

40# DUCT

10"x5" REG'R.

8"x8" REG'R.

M. BATH.

KITCHEN

240# DUCT

LIVING ROOM

NOTE: SEE FOUNDATION PLAN FOR COLD AIR RETURN DUCTS UNDER FLOOR.

30"x38"

W.H.

- OIL-FIRED.
DUO-THERM FURNACE.
78000 B.T.U. CAPACITY.
1000-1150 C.F.M. BLOWER.

DUCTS OF GALV. STEEL, COVERED WITH WIRE MESH & 3" OF ZONOLITE.

GARAGE

REVISED --- MARCH 26, 1940

HEATING PLAN

RESIDENCE OF

MR. & MRS. CHAS. WARNER

LAKE WORTH, FLA.

GENERAL CONSTRUCTION NOTES:

1 – CONTRACTORS AND SUB–CONTRACTORS SHALL CONSTRUCT THE BUILDING IN ACCORDANCE WITH ALL CODES, REGULATIONS, AND RESTRICTIONS, HAVING JURISDICTION AND SHALL BE RESPONSIBLE FOR THE SAME.
2 – ALL DIMENSIONS SHALL BE VERIFIED PRIOR TO ANY CONSTRUCTION BY THE CONTRACTOR AND/OR SUB–CONTRACTOR. THE CONTRACTOR AND/OR SUB–CONTRACTOR SHALL NOTIFY THE ARCHITECT AND PROJECT MANAGER OF ANY DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION. IF CONTRACTOR AND/OR SUBCONTRACTOR ELECTS NOT TO NOTIFY THE ARCHITECT OR PROJECT MANAGER, THE CONTRACTOR AND/OR SUB–CONTRACTOR SHALL BEAR THE EXPENSE OF THE CORRECTION.
3 – TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS, WHICH SHALL INCLUDE TRUSS PROFILES, FRAMING PLAN AND CERTIFICATION BY A FLORIDA REGISTERED ENGINEER, TO THE ARCHITECT AND PROJECT MANAGER. TRUSS MANUFACTURER SHALL NOT START FABRICATION UNTIL APPROVAL OF SUCH SHOP DRAWINGS BY THE ARCHITECT AND PROJECT MANAGER IS ISSUED. TRUSS MANUFACTURER IS RESPONSIBLE FOR SUPPLYING THE ENGINEERED HARDWARE AND ANCHORAGE REQUIREMENTS FOR TRUSS TO TRUSS CONNECTIONS.
4 – CONTRACTOR SHALL VERIFY SOIL BEARING CAPACITY PRIOR TO CONSTRUCTION AND SHALL SUBMIT REPORT TO ARCHITECT AND PROJECT MANAGER. FOUNDATION IS DESIGNED FOR SOIL BEARING OF 2500 P.S.F.
5 – ALL WOOD BEAMS, HEADERS, EXT BRG WALLS AND JOISTS SHALL HAVE A MINIMUM ALLOWABLE f'b OF 1250 PSI. ALL STUDS IN INTERIOR BEARING WALL SHALL HAVE A MINIMUM ALLOWABLE f'b OF 675 PSI, SOUTHERN YELLOW PINE, STUD GRADE, KN. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
6 – PROVIDE A MINIMUM OF (2) 2"X 4" WOOD STUDS UNDER ALL BEAMS, HEADERS AND TRUSS GIRDERS. REFER TO FRAMING PLAN AND/OR TRUSS PLACEMENT PLAN FOR SPECIFIC LOCATIONS. ALL MULTIPLE WOOD STUD POSTS SUPPORTING BEAMS OR GIRDERS SHALL BE STRAPPED TOGETHER AT TOP, MIDDLE AND BOTTOM.
7 – PLUMBING CONTRACTOR SHALL VERIFY CENTER LINE DIMENSIONS OF FIXTURES WITH FIXTURES THAT HAVE BEEN SPECIFIED AND SHALL BE RESPONSIBLE FOR THE SAME.
8 – CONCRETE SHALL OBTAIN THE FOLLOWING STRENGTHS IN 28 DAYS:
PAD FOOTINGS, COLUMNS, CONC BEAMS –– 3,000 P.S.I.
BEARING SLABS, MONOLITHIC FOOTINGS –– 3,000 P.S.I.
NON LOAD BEARING SLABS –– 2,500 P.S.I.
CONCRETE SHALL BE OF STANDARD WEIGHT 145 PCF., MAXIMUM SIZE COARSE AGGREGATE 1/2 INCH.
9 – ALL CONC BEAM AND COLUMN REINFORCING SHALL BE CONTINUOUS. ALL SPLICES SHALL BE A MINIMUM OF 18" LAP OR 30 BAR DIAMETERS WHICHEVER IS GREATER.
10 – ALL CONC BEAM AND COLUMN REINFORCING SHALL EXTEND INTO ADJACENT STRUCTURAL COMPONENT'S A MINIMUM OF 18" LAP OR 30 BAR DIAMETERS WHICHEVER IS GREATER.
11 – ALL CONC BEAM REINFORCING STEEL OVER OPENINGS SHALL OVERLAP EACH SIDE OF OPENINGS A MINIMUM OF 8" TO PROVIDE BEARING.
12 – ALL MASONRY CONSTRUCTION SHALL CONFORM TO ACI 530–88 AND SFC
ALL REINF. FILLED CELLS SHALL HAVE 48 BAR DIAMETER LAP SPLICES WITH FOUNDATION DEVICES AND STD 90° HOOK AT UPPER MOST BEAM

WINDOW/DOOR NOTES:
13 – EMERGENCY EGRESS SHALL PROVIDE A CLEAR OPENING OF NOT LESS THAN 22 INCHES IN WIDTH AND 24 INCHES IN HEIGHT INSIDE THE PERIMETER FRAME, WITH THE BOTTOM OF THE OPENING NOT MORE THAN 42 INCHES ABOVE THE FINISH FLOOR. WINDOW LOCKS SHALL NOT EXCEED 54 INCHES AFF.
14 – ALL WINDOWS SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. SPECIAL ATTENTION SHALL BE PAID TO THE LIGHT, VENTILATION AND EMERGENCY EGRESS SECTIONS OF THE SOUTH FLORIDA BUILDING CODE. THE CONTRACTOR SHALL VERIFY GLAZING AND FRAME SIZES FOR CODE COMPLIANCE (SEE WINDOW CRITERIA ABOVE).
15 – ALL GLAZED PANELS LOCATED ADJACENT TO OR IN SLIDING OR SWINGING DOORS OR WITHIN 18" AFF, INCLUDING ALL SHOWER AND TUB ENCLOSURES SHALL BE OF SAFETY GLAZING. DOORS CONTAINING GLAZING MATERIAL NOT OVER 9 SQUARE FEET IN SURFACE AREA SHALL BE CLASSIFIED AS CATEGORY "I" GLAZING PRODUCTS AND SHALL WITHSTAND A 150 POUND IMPACT TEST. DOORS, BATH, SHOWER ENCLOSURES AND SLIDING GLASS DOORS CONTAINING GLAZING MATERIAL OVER 9 SQUARE FEET IN SURFACE AREA SHALL BE CLASSIFIED AS CATEGORY "II" GLAZING PRODUCTS AND SHALL WITHSTAND A 400 POUND IMPACT TEST.
16 – OPERABLE WINDOWS ON THE SECOND FLOOR WHICH DO NOT OPEN ON TO A BALCONY OR WALKWAY, WHICH HAVE A SILL HEIGHT BELOW 30" ABOVE THE FINISH FLOOR SHALL BE PROTECTED WITH A OPERABLE SWING GATE WITH THE TOP RAIL @ 42" AFF WITH VERTICAL PICKETS AT 4" ON CENTER OR SPACING CAPABLE OF REJECTING A 4" DIAMETER OBJECT.
17 – ALL FIXED GLASS WINDOW SIZES SHALL BE VERIFIED IN THE FIELD.
18 – ALL WINDOW GLAZING SHALL BE TINTED.
19 – MASONRY OPENINGS SHALL BE MEASURED FROM THE TOP OF THE PRECAST CONCRETE SILL TO THE BOTTOM OF THE CONCRETE TIE BEAM.

NON BEARING INTERIOR PARTITIONS:
20 – UNLESS OTHERWISE NOTED, ALL NON BEARING PARTITIONS SHALL BE 3 5/8" METAL STUDS AT 24" ON CENTER WITH ONE LAYER 1/2" DRYWALL ON EACH SIDE. MOISTURE RESISTANT GYPSUM WALL BOARD SHALL BE USED IN TOILET AND UTILITY AREA.

CEILINGS:
21 – UNLESS OTHERWISE NOTED, ALL CEILINGS SHALL BE 5/8" GYPSUM WALLBOARD.

MASONRY FURRING:
22 – UNLESS OTHERWISE NOTED, ALL MASONRY WALLS SHALL HAVE 1" x 2" PRESSURE TREATED WOOD FURRING STRIPS AT 24" ON CENTER WITH 1" x 2" PRESSURE TREATED WOOD FIRE STOPS AT TOP AND BOTTOM CONTINUOUS WITH 1/2" DRYWALL AND R4.2 INSULATION.

DOOR NOTES:
23 – ALL DOOR SIZES SHALL BE VERIFIED IN FIELD BY DOOR CONTRACTOR.

FIRE RATING:
24 – WHERE PARTITIONS, CEILINGS, ETC. ARE DESIGNATED ON PLANS AS FIRE RATED, CONTRACTOR SHALL FOLLOW STANDARDS APPROVED IN THE BROWARD COUNTY EDITION OF THE SOUTH FLORIDA BUILDING CODE AND AS SPECIFIED IN THESE PLANS.
25 – ALL WOOD COLUMNS AND MULTIPLE STUD WOOD COLUMNS SHALL BE WRAPPED WITH (2) LAYERS OF 5/8" TYPE "X" GYPSUM WALLBOARD. OR ONE LAYER OF TYPE "C" TWO HOUR RATED GYPSUM WALLBOARD.

EXTERIOR ALUMINUM:
26 – UNLESS OTHERWISE NOTED, WINDOW FRAMES, EXTERIOR HANDRAILS, EXTERIOR PICKETS AND SCREEN ENCLOSURES SHALL HAVE AN ESP WHITE FINISH.

SHELVING:
27 – UNLESS OTHERWISE NOTED, ALL SHELVES SHALL BE VENTILATED WITH INTEGRAL ROD WITH VINYL COATED WHITE SMOOTH FINISH.

CASEWORK:
28 – KITCHEN & BATH CABINET MANUFACTURER SHALL PROVIDE SHOP DRAWINGS FOR ALL KITCHEN & BATH CABINETS TO ARCHITECT OR OWNER PRIOR TO INSTALLATION FOR APPROVAL.

APPLIANCES:
29 – ALL APPLIANCES ARE FUTURE INSTALLATIONS AND SHALL NOT BE REQUIRED FOR C.O.

PLUMBING:
30 – BIDETS SHALL BE OPTIONAL.

STAIRS/HANDRAILS
31 – ALL INTERIOR STAIRS SHALL BE FIRE PROTECTED UNDERNEATH WITH (2) LAYERS OF 5/8" TYPE "X" GYPSUM WALLBOARD.
32 – ALL STAIR AND BALCONY RAIL NEWEL POSTS SHALL EXTEND THRU THE FLOOR TO THE BOTTOM CHORD OF THE FLOOR TRUSSES AND OR FRAMING. THRU BOLT @ TOP AND BOTTOM INTO FLOOR JOIST MIAN TRUSS CHORD @ CENTER WITH (1) 1/2" DIAM. THRU BOLT W/ NUT & WASHER. VERIFY 200# HORIZONTAL THRUST CAPACITY @ TOP CENTER OF RAIL.

BUILDING AREA

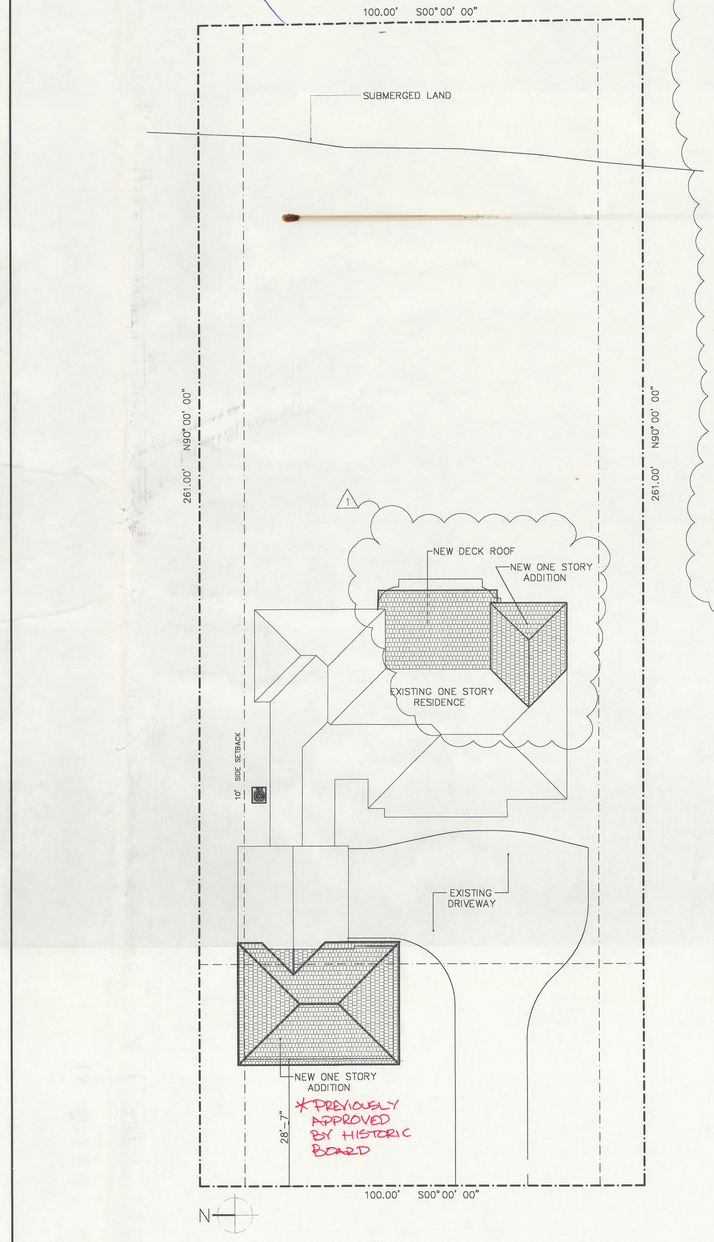
EXISTING A/C AREA – 1705 S.F.
NEW A/C AREA – 705 S.F.

TOTAL A/C AREA – 2,410 S.F.

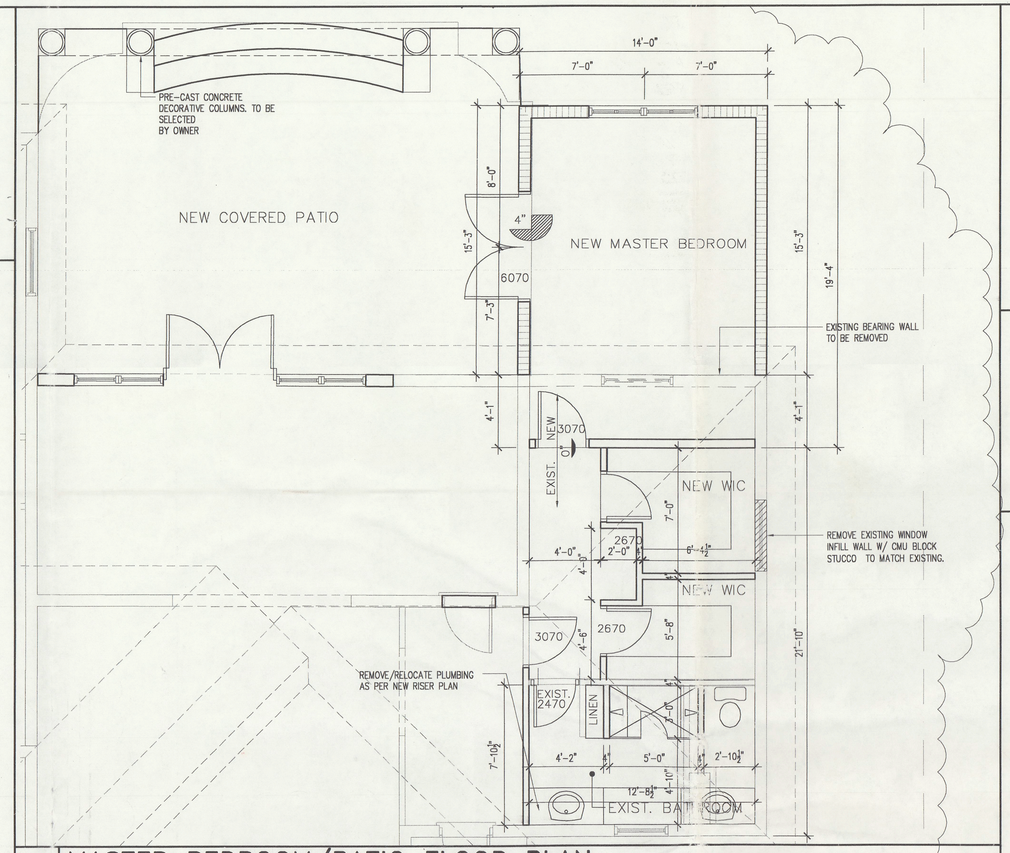
GARAGE – 462 S.F.
OPEN PORCH– 24 S.F.
FIN. SCREENED PORCH–288 S.F.
FIN. STORAGE–70 S.F.

TOTAL NON A/C AREA – 844 S.F.

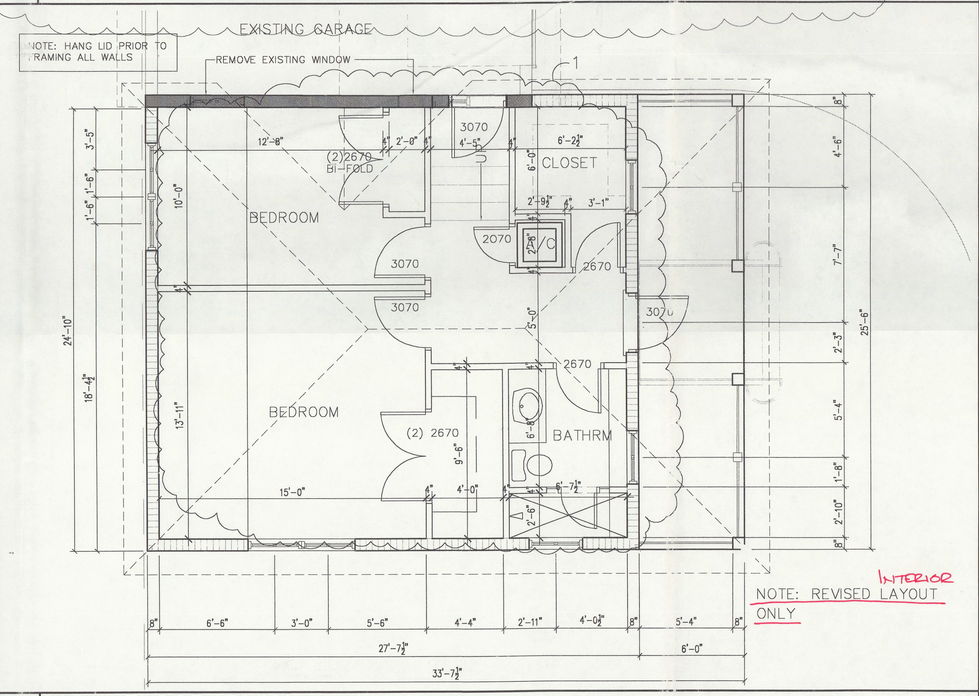
GROSS BUILDING AREA– 3,254 S.F.



2 SITE PLAN
SCALE = 1/16" = 1'–0"



3 MASTER BEDROOM/PATIO FLOOR PLAN
SCALE = 1/4" = 1'–0"



1 NEW FLOOR PLAN
SCALE = 1/4" = 1'–0"

THE ARCHITECTURAL GROUP
AA26000743
ARCHITECTURE
INTERIOR DESIGN
LAND PLANNING
19396 DELAWARE CIRCLE
BOCA RATON, FLORIDA 33434
TEL. 561.233.9999
FAX: 561.892.0483

JOSE F. MIRANILLA
ARCHITECT
A.R. #9784

EXPANSION TO:
FARNELL RESIDENCE
920 SOUTH LAKESIDE DRIVE
LAKE WORTH–FLORIDA

Revisions:
1–OWNER REQUESTED CHANGES–4–6–05

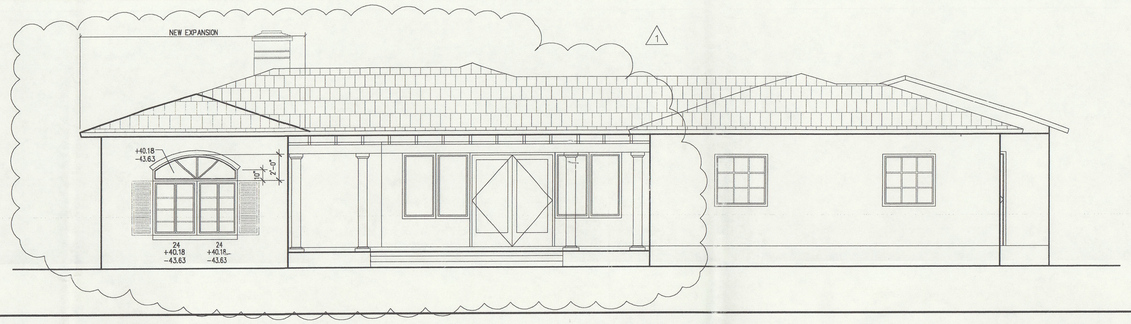
REVISED

SITE/FLOOR PLAN

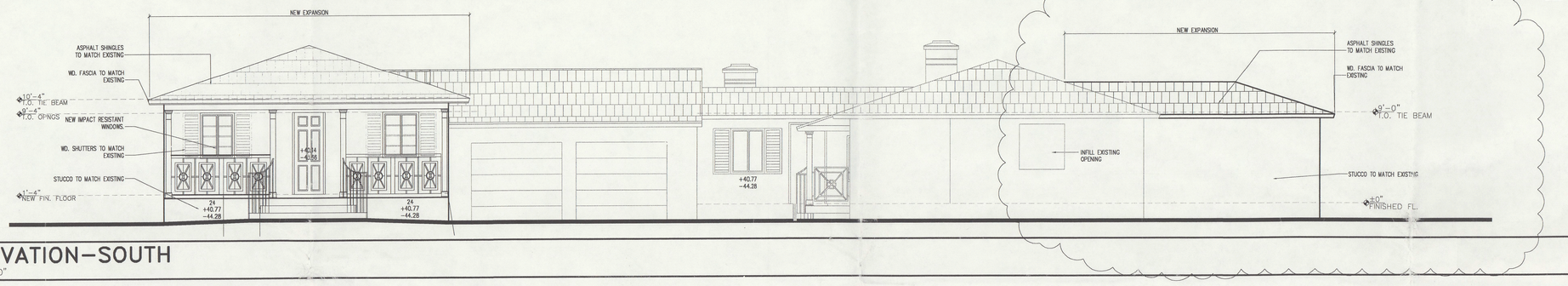
Cadd File Number:
Scale: AS SHOWN
OFFICE COPY

Project Mgr: JFJ
Design: TAG
Drawn: JFJ
Checked: JFJ
Date: 07/15/04

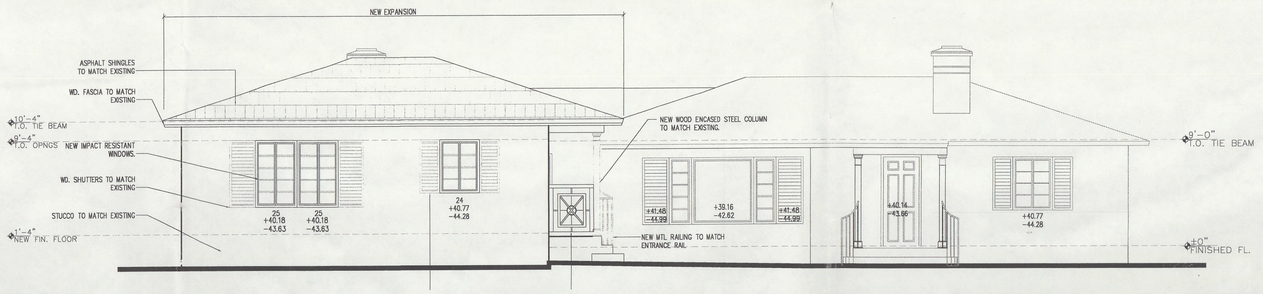
Project No: 0445.00
Sheet No: A1



3 SIDE ELEVATION–SOUTH
SCALE = 3/16" = 1'-0"



3 SIDE ELEVATION–SOUTH
SCALE = 3/16" = 1'-0"



2 FRONT ELEVATION–EAST
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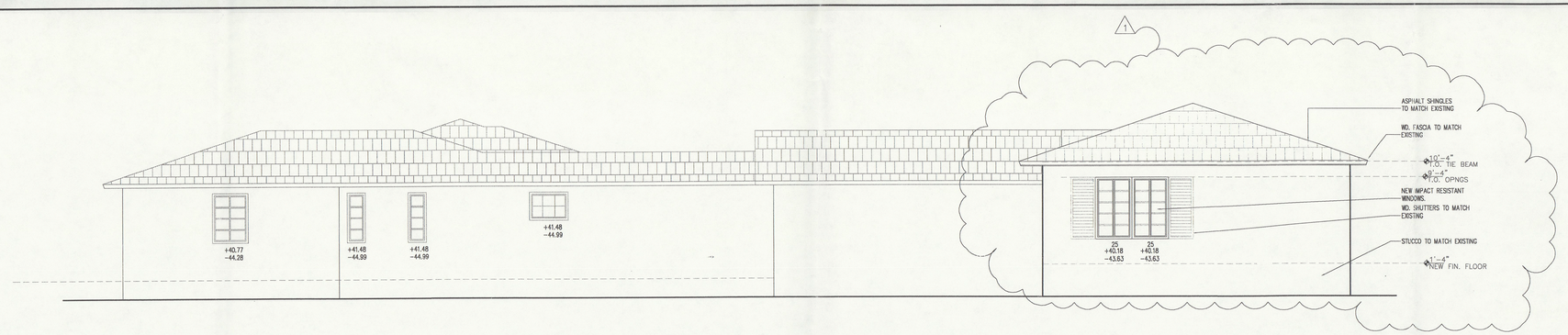


1 SIDE ELEVATION–NORTH
SCALE = 3/16" = 1'-0"

CITY OF LAKE WORTH

REVIEWED, TO THE BEST OF MY KNOWLEDGE AND BELIEF, FOR FLORIDA BUILDING CODES COMPLIANCE.

REVIEWED BY _____

DATE 06/14/05

ISSUANCE OF THIS PERMIT SHALL NOT CONSTITUTE PERMISSION TO VIOLATE BUILDING, ZONING OR LICENSING REQUIREMENTS.

THE ARCHITECTURAL GROUP
AA2600074
ARCHITECTURE
INTERIOR DESIGN
LAND PLANNING
19396 DELAWARE CIRCLE
BOCA RATON, FLORIDA 33434
TEL. 561.233.9999
FAX: 561.892.0483

JOSE F. JAMAILL
ARCHITECT
A.R. #9184

EXPANSION TO: 920 SOUTH LAKESIDE DRIVE
LAKE WORTH–FLORIDA

Revisions:
1–OWNER REQUESTED CHANGES–2–17–05

REVISED

ELEVATIONS

Cadd File Number:
Scale: AS SHOWN

Project Mgr: JFJ
Design: TAG
Drawn: JFJ
Checked: JFJ
Date: 07/15/04

Project No: 0445.00
Sheet No: A3

OFFICE COPY

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT C – CURRENT PHOTOS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

NOTICE

This property is being considered for a

HRPB Project # 19-00100275

COA - DEMOLITION OF CONTRIBUTING RESOURCE (ECONOMIC HARDSHIP)

COA - NEW CONSTRUCTION (SFR)

For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687

920 South Lakeside Drive - Looking East

920 South Lakeside Drive - From motor court, looking East at principal structure

920 South Lakeside Drive - From motor court, looking North at garage, portion of 2004 addition

920 South Lakeside Drive - From motor court, looking North at 2004 addition

920 South Lakeside Drive - View of southern elevation principal structure

920 South Lakeside Drive - From eastern yard area, looking West at principal structure

920 South Lakeside Drive - Looking South at northern elevation of principal structure

920 South Lakeside North lawn area, formerly 904

920 South Lakeside Drive - looking East at western elevation of 2004 addition (30 foot setback)

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT D - DECISION CRITERIA FOR DEMOLITION – STAFF'S RESPONSES

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Section 23.5-4k(4). *Additional requirements for demolitions.*

A. *Decision-making criteria.* All requests for demolition shall require a certificate of appropriateness. No certificate of appropriateness for demolition of a landmark or contributing property shall be issued by the HRPB unless the applicant has demonstrated that no other feasible alternative to demolition can be found. In making its decision to issue or deny a certificate of appropriateness to demolish, in whole or in part, a landmark building or structure, the HRPB shall, at a minimum, consider the following additional decision-making criteria and guidelines:

(1) Is the structure of such interest or quality that it would reasonably fulfill criteria for designation as a landmark on the National Register of Historic Places?

Response: It is unlikely that the structure as it exists today would fulfill the criteria for designation as a National Register Landmark.

(2) Is the structure of such design, texture, craftsmanship, size, scale, detail, unique location or material that it could be reproduced only with great difficulty or economically unreasonable expense?

Response: It is the analysis of Staff that a historically accurate version of the building could be reconstructed using materials available today in an economically viable way.

(3) Is the structure one of the few remaining examples of its kind in the city?

Response: There are few examples of this style of structure designed by Edgar Wortman in the City. The structure was significant for its time, although alterations to the structure over the years have detracted from its original design and character.

(4) Would retaining the structure promote the general welfare of the city by providing an opportunity to study local history, architecture and design or by developing an understanding of the importance and value of a particular culture or heritage?

Response: Yes, the post-war development patterns of the City of Lake Worth Beach and the architectural design and construction techniques utilized from this period are both exemplified in this structure, although the Applicant's maintain that the structure is uninhabitable.

(5) Does the permit application propose simultaneous demolition and new construction? If new construction is proposed, will it be compatible with its surroundings (as defined above) and, if so, what effect will those plans have on the character of the surrounding sites or district?

Response: The permit application does propose simultaneous demolition and new construction. The Historic Resources Preservation Board will determine the compatibility of the new construction.

(6) Would granting the certificate of appropriateness for demolition result in an irreparable loss to the city of a significant historic resource?

Response: The loss of this structure will be a significant loss for the South Palm Park Local Historic District, as it is a prominent residence designed by one of the City's most prominent architects.

(7) Are there definite plans for the immediate reuse of the property if the proposed demolition is carried out, and what effect will those plans have on the architectural, historic, archeological or environmental character of the surrounding area or district?

Response: Yes. Should the demolition of the property be approved by the HRPB, it is the property owner's intention to reestablish a residential structure on the parcel. The HRPB will determine if the proposed new construction is visually compatible with the neighboring structures, and the South Palm Park Local Historic District as a whole.

(8) Is the building or structure capable of earning reasonable economic return on its value?

Response: Staff defers to the Applicant.

(9) Would denial of demolition result in an unreasonable economic hardship for the property owner?

Response: The Applicant has submitted a Request for Economic Hardship, per City of Lake Worth Beach Land Development Regulation Section 23.5-4(I)(1). Staff defers to the Applicant.

(10) Does the building or structure contribute significantly to the historic character of a designated historic district and to the overall ensemble of buildings within the designated historic district?

Response: The existing building contributes to the historic character of the neighborhood and the development patterns of the South Palm Park Local Historic District.

(11) Has demolition of the designated building or structure been ordered by an appropriate public agency because of unsafe conditions?

Response: No, the designated building has not been ordered to be demolished.

(12) Have reasonable measures been taken to save the building from further deterioration, collapse, arson, vandalism or neglect?

Response: The Applicant has submitted documentation illustrating the continuing issues at the property in the Economic Hardship Application. The building is currently vacant, but it is being property maintained.

B. Concurrent application for relocation required. The HRPB shall not deny a request for a certificate of appropriateness for demolition without also considering the request as a certificate of relocation. Absent compelling reasons otherwise, relocation shall be within the city.

Response: Cannot be determined. The Applicant is not requesting relocation, as relocation would not be a solution to the current state of the property.

C. Concurrent application for new construction required. Unless otherwise provided in this section, no designated landmark and no contributing structure within a historic district shall be demolished without the owner first applying for and receiving a certificate of appropriateness for new construction, unless the HRPB waives this requirement upon a good cause showing that such requirement would be unduly harsh or result in an unreasonable economic hardship to the owner. A showing of good cause may include, but is not limited to, substantial competent evidence that the owner cannot comply with the simultaneous permit requirement because of advanced age, infirmity, physical or other debilitating personal handicap or financial inability to comply. If the requirement is not waived, the owner shall submit such information and plans as required by subsection h.

Response: The Applicant has submitted a concurrent application for new construction.

D. Outside assistance. The HRPB may request assistance from interested individuals and organizations in seeking an alternative to demolition. The HRPB may require the applicant to submit additional information which is relevant to carrying out this responsibility.

Response: Staff defers to the Board as to whether they would like to request additional information of the Applicant.

E. Delayed effective date. The HRPB may grant a certificate for demolition which may provide for a delayed effective date. The effective date of the permit will be determined by the HRPB based on the relative significance of the structure and the probable time needed to arrange an alternative to demolition. The HRPB may delay the demolition of landmarks listed on the National Register for up to six (6) months, for designated city landmarks for up to three (3) months, and for contributing structures within historic districts, for up to forty-five (45) days. During the demolition delay period, the HRPB may take such steps as necessary to preserve the structure. These steps may include consultation with community groups, public agencies and interested citizens, recommending acquisition of the property using public or private funds, or salvaging significant features of the structure.

Response: Staff defers to the Board as to whether they would like to delay the effective date of the demolition request.

F. Issuance of certificate if site has lost historic character; redevelopment areas. The HRPB may grant a certificate of appropriateness for demolition even though the designated landmark, or property within the designated historic district has reasonable beneficial use, if the HRPB determines that the property no longer has significance as a historic, architectural or archaeological landmark or that the demolition of the designated property is required by a community redevelopment plan approved by the city commission and the community redevelopment agency.

Response: Staff maintains that the structure retains enough integrity to remain a contributing resource to the South Palm Park Local Historic District, and the proposed demolition is not resulting from a community redevelopment plan.

G. Demolition by public agencies. All public agencies having the authority to demolish or permit the demolition of unsafe structures shall receive notice of designation of landmarks and historic districts. The HRPB shall be deemed an affected party and shall be entitled to receive notice of any public hearings conducted by such agencies regarding demolition of any designated property. The HRPB may make recommendations and suggestions to the responsible agency and the owner regarding the feasibility of and the public interest in preserving the designated structure.

Response: Not applicable, the building has not been condemned or otherwise been declared unsafe by the Building Official or any other public official.

H. Other permits required. A permit for demolition shall not be issued until all other plans for the site have been approved by all appropriate city boards (including the HRPB), departments and agencies.

Response: A permit application for the demolition of the existing structure will not be released by the Department for Community Sustainability until a building permit for new construction on the site is reviewed and approved by the HRPB and all pertinent City departments and agencies.

I. Applicant shall be required to submit an updated site file form with the State of Florida Division of Historic Resources Florida Master Site File.

Response: Staff shall work with the Applicant to fulfill this requirement should the request be approved.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT E - DECISION CRITERIA FOR DEMOLITION – APPLICANT'S RESPONSES

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Section 23.5-4k(4). *Additional requirements for demolitions.*

A. *Decision-making criteria.* All requests for demolition shall require a certificate of appropriateness. No certificate of appropriateness for demolition of a landmark or contributing property shall be issued by the HRPB unless the applicant has demonstrated that no other feasible alternative to demolition can be found. In making its decision to issue or deny a certificate of appropriateness to demolish, in whole or in part, a landmark building or structure, the HRPB shall, at a minimum, consider the following additional decision-making criteria and guidelines:

(1) Is the structure of such interest or quality that it would reasonably fulfill criteria for designation as a landmark on the National Register of Historic Places?

Response: It is unlikely that the structure as it exists today would fulfill the criteria for designation as a National Register Landmark.

(2) Is the structure of such design, texture, craftsmanship, size, scale, detail, unique location or material that it could be reproduced only with great difficulty or economically unreasonable expense?

Response: It is the analysis of Staff that a historically accurate version of the building could be reconstructed using materials available today in an economically viable way.

(3) Is the structure one of the few remaining examples of its kind in the city?

Response: There are few examples of this style of structure designed by Edgar Wortman in the City. The structure was significant for its time, although alterations to the structure over the years have detracted from its original design and character.

(4) Would retaining the structure promote the general welfare of the city by providing an opportunity to study local history, architecture and design or by developing an understanding of the importance and value of a particular culture or heritage?

Response: Yes, the post-war development patterns of the City of Lake Worth Beach and the architectural design and construction techniques utilized from this period are both exemplified in this structure, although the Applicant's maintain that the structure is uninhabitable.

(5) Does the permit application propose simultaneous demolition and new construction? If new construction is proposed, will it be compatible with its surroundings (as defined above) and, if so, what effect will those plans have on the character of the surrounding sites or district?

Response: The permit application does propose simultaneous demolition and new construction. The Historic Resources Preservation Board will determine the compatibility of the new construction.

(6) Would granting the certificate of appropriateness for demolition result in an irreparable loss to the city of a significant historic resource?

Response: The loss of this structure will be a significant loss for the South Palm Park Local Historic District, as it is a prominent residence designed by one of the City's most prominent architects.

(7) Are there definite plans for the immediate reuse of the property if the proposed demolition is carried out, and what effect will those plans have on the architectural, historic, archeological or environmental character of the surrounding area or district?

Response: Yes. Should the demolition of the property be approved by the HRPB, it is the property owner's intention to reestablish a residential structure on the parcel. The HRPB will determine if the proposed new construction is visually compatible with the neighboring structures, and the South Palm Park Local Historic District as a whole.

(8) Is the building or structure capable of earning reasonable economic return on its value?

Response: Staff defers to the Applicant.

(9) Would denial of demolition result in an unreasonable economic hardship for the property owner?

Response: The Applicant has submitted a Request for Economic Hardship, per City of Lake Worth Beach Land Development Regulation Section 23.5-4(I)(1). Staff defers to the Applicant.

(10) Does the building or structure contribute significantly to the historic character of a designated historic district and to the overall ensemble of buildings within the designated historic district?

Response: The existing building contributes to the historic character of the neighborhood and the development patterns of the South Palm Park Local Historic District.

(11) Has demolition of the designated building or structure been ordered by an appropriate public agency because of unsafe conditions?

Response: No, the designated building has not been ordered to be demolished.

(12) Have reasonable measures been taken to save the building from further deterioration, collapse, arson, vandalism or neglect?

Response: The Applicant has submitted documentation illustrating the continuing issues at the property in the Economic Hardship Application. The building is currently vacant, but it is being property maintained.

B. Concurrent application for relocation required. The HRPB shall not deny a request for a certificate of appropriateness for demolition without also considering the request as a certificate of relocation. Absent compelling reasons otherwise, relocation shall be within the city.

Response: Cannot be determined. The Applicant is not requesting relocation, as relocation would not be a solution to the current state of the property.

C. Concurrent application for new construction required. Unless otherwise provided in this section, no designated landmark and no contributing structure within a historic district shall be demolished without the owner first applying for and receiving a certificate of appropriateness for new construction, unless the HRPB waives this requirement upon a good cause showing that such requirement would be unduly harsh or result in an unreasonable economic hardship to the owner. A showing of good cause may include, but is not limited to, substantial competent evidence that the owner cannot comply with the simultaneous permit requirement because of advanced age, infirmity, physical or other debilitating personal handicap or financial inability to comply. If the requirement is not waived, the owner shall submit such information and plans as required by subsection h.

Response: The Applicant has submitted a concurrent application for new construction.

D. Outside assistance. The HRPB may request assistance from interested individuals and organizations in seeking an alternative to demolition. The HRPB may require the applicant to submit additional information which is relevant to carrying out this responsibility.

Response: Staff defers to the Board as to whether they would like to request additional information of the Applicant.

E. Delayed effective date. The HRPB may grant a certificate for demolition which may provide for a delayed effective date. The effective date of the permit will be determined by the HRPB based on the relative significance of the structure and the probable time needed to arrange an alternative to demolition. The HRPB may delay the demolition of landmarks listed on the National Register for up to six (6) months, for designated city landmarks for up to three (3) months, and for contributing structures within historic districts, for up to forty-five (45) days. During the demolition delay period, the HRPB may take such steps as necessary to preserve the structure. These steps may include consultation with community groups, public agencies and interested citizens, recommending acquisition of the property using public or private funds, or salvaging significant features of the structure.

Response: Staff defers to the Board as to whether they would like to delay the effective date of the demolition request.

F. Issuance of certificate if site has lost historic character; redevelopment areas. The HRPB may grant a certificate of appropriateness for demolition even though the designated landmark, or property within the designated historic district has reasonable beneficial use, if the HRPB determines that the property no longer has significance as a historic, architectural or archaeological landmark or that the demolition of the designated property is required by a community redevelopment plan approved by the city commission and the community redevelopment agency.

Response: Staff maintains that the structure retains enough integrity to remain a contributing resource to the South Palm Park Local Historic District, and the proposed demolition is not resulting from a community redevelopment plan.

G. Demolition by public agencies. All public agencies having the authority to demolish or permit the demolition of unsafe structures shall receive notice of designation of landmarks and historic districts. The HRPB shall be deemed an affected party and shall be entitled to receive notice of any public hearings conducted by such agencies regarding demolition of any designated property. The HRPB may make recommendations and suggestions to the responsible agency and the owner regarding the feasibility of and the public interest in preserving the designated structure.

Response: Not applicable, the building has not been condemned or otherwise been declared unsafe by the Building Official or any other public official.

H. Other permits required. A permit for demolition shall not be issued until all other plans for the site have been approved by all appropriate city boards (including the HRPB), departments and agencies.

Response: A permit application for the demolition of the existing structure will not be released by the Department for Community Sustainability until a building permit for new construction on the site is reviewed and approved by the HRPB and all pertinent City departments and agencies.

I. Applicant shall be required to submit an updated site file form with the State of Florida Division of Historic Resources Florida Master Site File.

Response: Staff shall work with the Applicant to fulfill this requirement should the request be approved.

920 South Lakeside Drive
Justification Statement

As detailed in meetings with Community Sustainability Department staff, this demolition request is the last resort in dealing with mold and indoor air contamination within the existing building. Approval of the request and accompanying new construction Certificates of Appropriateness will allow the property owner and family live in and enjoy the neighborhood that they call home. The house is not currently occupied and the family is renting a townhouse while this process moves forward. Multiple studies/investigations/testing and reports have been performed since the current property owner purchased the property in 2009. Over $200,000 has been spent over that time including the installation of a new concrete tile roof in 2018-2019 which cost approximately $53,000. Upon recommendation from a variety of professionals with expertise in indoor air quality, the only way the problem can be addressed at this stage is beginning with a clean slate and new construction.

Additional Guidelines for Demolition (Section 23.5-4(k)4)

A. Decision-making criteria. No certificate of appropriateness for demolition shall be issued by the HRPB unless the applicant has demonstrated that no other feasible alternative to demolition can be found. In making its decision to issue or deny a certificate of appropriateness to demolish, in whole or in part, a landmark building or structure, the HRPB shall, at a minimum, consider the following additional decision-making criteria and guidelines:

(1) Is the structure of such interest or quality that it would reasonably fulfill criteria for designation as a landmark on the National Register of Historic Places?

Response: The structure was originally designed by a local and prolific architect, Edgar S. Wortman. This is a modest example of his work in the Masonry Vernacular style. According to the designation report for the South Palm Park Historic District, it is one of fifty-nine (59) contributing examples of this type in the district out of 200 primary contributing structures.

(2) Is the structure of such design, texture, craftsmanship, size, scale, detail, unique location or material that it could be reproduced only with great difficulty or economically unreasonable expense?

Response: No, it is a modest example and could be reproduced without great difficulty or expense.

(3) Is the structure one of the few remaining examples of its kind in the City?

Response: According to the designation report for the South Palm Park Historic District, it is one of fifty-nine (59) contributing examples of this type in the district out of 200 primary contributing structures.

(4) Would retaining the structure promote the general welfare of the City by providing an opportunity to study local history, architecture and design or by developing an understanding of the importance and value of a particular culture or heritage?

Response: According to the designation report for the South Palm Park Historic District, it is one of fifty-nine (59) contributing examples of this type in the district out of 200 primary contributing structures.

(5) Does the permit application propose simultaneous demolition and new construction? If new construction is proposed, will it be compatible with its surroundings (as defined above) and, if so, what effect will those plans have on the character of the surrounding sites or district?

Response: Yes, there is a simultaneous request for new construction which will take place immediately after demolition of the structure. The new structure meets all zoning regulations for the district and adheres to the 50 ft. front setback requirement from S. Lakeside Drive. It is in character with other one story structures that are constructed today and in scale with the district.

(6) Would granting the certificate of appropriateness for demolition result in an irreparable loss to the City of a significant historic resource?

Response: According to the designation report for the South Palm Park Historic District, it is one of fifty-nine (59) contributing examples of this type in the district out of 200 primary contributing structures. It would not result in an irreparable loss to the City of a significant historic resource.

(7) Are there definite plans for the immediate reuse of the property if the proposed demolition is carried out, and what effect will those plans have on the architectural, historic, archeological or environmental character of the surrounding area or district?

Response: Yes, due to documented interior air pollution concerns, the property owner is currently unable to inhabit the structure. There is an urgency to remove the existing structure and build a new structure free of such conditions so that the property owner can remain on this property in a neighborhood they enjoy.

(8) Is the building or structure capable of earning reasonable economic return on its value?

Response: It is unusable at this point due to documented interior air pollution concerns.

(9) Would denial of demolition result in an unreasonable economic hardship for the property owner?

Response: Yes, the current structure is unusable in its current condition. Multiple remediations have been attempted, including a $51,000 re-roofing within the past year. Its potential to be sold is limited due to the documented existing conditions.

(10) Does the building or structure contribute significantly to the historic character of a designated historic district and to the overall ensemble of buildings within the designated historic district?

Response: According to the designation report for the South Palm Park Historic District, it is one of fifty-nine (59) contributing examples of this type in the district out of 200 primary contributing structures. Its overall impact is negligible to the district as a whole.

(11) Has demolition of the designated building or structure been ordered by an appropriate public agency because of unsafe conditions?

Response: The family is unable to live in the existing house after numerous remediation attempts to address interior air pollution.

(12) Have reasonable measures been taken to save the building from further deterioration, collapse, arson, vandalism or neglect?

Response: Yes, the property is maintained and is secured.

B. Concurrent application for relocation required. The HRPB shall not deny a request for a certificate of appropriateness for demolition without also considering the request as a certificate of relocation. Absent compelling reasons otherwise, relocation shall be within the City.

Response: Relocation is not an option due to existing documented indoor air pollution issues.

C. Concurrent application for new construction required. Unless otherwise provided in this section, no designated landmark and no contributing structure within a historic district shall be demolished without the owner first applying for and receiving a Certificate of Appropriateness for new construction, unless the HRPB waives this requirement upon a good cause showing that such requirement would be unduly harsh or result in an unreasonable economic hardship to the owner. A showing of good cause may include, but is not limited to, substantial competent evidence that the owner cannot comply with the simultaneous permit requirement because of advanced age, infirmity, physical or other debilitating personal handicap or financial inability to comply. If the requirement is not waived, the owner shall submit such information and plans as required by subsection h.

Response: Acknowledged. There is a concurrent application for new construction submitted with this application.

D. Salvage and mitigation. As a condition precedent to issuance of a certificate of appropriateness for demolition, the HRPB may require the owner, at the owner's expense, to salvage and preserve specified building materials, architectural details and ornaments, fixtures and the like for reuse in the restoration of other historic properties. The HRPB may also require the owner, at the owner's expense, to excavate, record and conserve archeological resources threatened by the alterations of the site so permitted. With the owner's consent, an interested, qualified group selected by the HRPB may salvage and preserve building materials, architectural details, ornaments, fixtures and the like at the group's expense. If a certificate of appropriateness or demolition of a landmark or a contributing structure is approved, it shall be issued simultaneously with the certificate of appropriateness for new construction upon receipt of reasonable proof that the owner is financially prepared to proceed with the new construction. In the absence of such proof, the HRPB may make receipt of proof of financial backing a condition precedent to issuance of a Certificate of Appropriateness for demolition. Such proof may include presentation of an irrevocable letter of credit, a payment or performance bond, or a commitment letter from a solvent bank or other lending institution.

Response: Acknowledged.

E. Outside assistance. The HRPB may request assistance from interested individuals and organizations in seeking an alternative to demolition. The HRPB may require the applicant to submit additional information which is relevant to carrying out this responsibility.

Response: Acknowledged.

F. Delayed effective date. The HRPB may grant a certificate for demolition which may provide for a delayed effective date. The effective date of the permit will be determined by the HRPB based on the relative significance of the structure and the probable time needed to arrange an alternative to demolition. The HRPB may delay the demolition of landmarks listed on the National Register for up to six (6) months, for designated City landmarks for up to three (3) months, and for contributing structures within historic districts, for up to forty five (45) days. During the demolition delay period, the HRPB may take such steps as necessary to preserve the structure. These steps may include consultation with community groups, public agencies and interested citizens, recommending acquisition of the property using public or private funds, or salvaging significant features of the structure.

Response: A delay would affect the property owner’s enjoyment of the property as it is unusable in its current state.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT F – APPLICANT'S JUSTIFICATION FOR ECONOMIC HARDSHIP

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Hardship Justification
920 South Lakeside Drive

Introduction and Background

Brendan and Lisa Lynch have owned 920 S. Lakeside Drive since September 2009. In 2015 they purchased a 50 ft. wide buildable lot of record at 904 S. Lakeside Drive. These are contiguous lots in the South Palm Park local historic district. The lot at 920 S. Lakeside Drive contains a structure that is a contributing resource to the district. The lots are in the process of being combined through the Palm Beach County Property Appraiser's office. This will result in a lot with 150 feet of frontage on South Lakeside Drive of approximately .9 acres.

In 2004, a Certificate of Appropriateness (COA) was issued for an addition to the structure (**Exhibits A and B**). At the same time, a deviation from the required minimum front setback from S. Lakeside Drive was issued in order to allow for the new addition (**Exhibit C**). Thus, the western wall of the 2004 addition is set back approximately 30 ft. from S. Lakeside Drive.

Request

As detailed in this Hardship Application, in order to definitively eliminate a mold and indoor air quality issue within the existing structure, the Lynch family requests demolition of the structure including the later addition. As a side note, it is important to note that this corrects what amounts to an existing nonconformity along the east side of S. Lakeside Drive. Any new construction will conform to the 50 ft. required front setback in this area and will require a COA for new construction. This eliminates the need for the front setback deviation issued in 2004.

Explanation of Hardship

Since the purchase and subsequent occupancy of 920 S. Lakeside Drive by Brendon, Lisa Lynch and family in September 2009, the family experienced unexplained symptoms for which they sought medical treatment. In subsequent years, with the addition of their children, they too experienced similar symptoms as their mother. After many diagnostic deadends, and in consultation with their doctor, the Lynchs turned to the air quality and environmental conditions within their own home as the source of the problem.

The family engaged the foremost experts in the field to investigate the problem. The inspection companies the Lynch family hired were some of the best available. The cost of their inspections and testing alone was $9,500. Results of many studies and remediation efforts can be found in **Exhibits D through N** of this application.

There have been a total of three (3) remediation attempts. The first remediation in 2015 cost $52,985.23 and is itemized in **Exhibit E**. This included a completely new kitchen, entire

replacement of the HVAC system and new flooring. Other related costs included replacement of furniture, carpet and clothing as directed by the recommended remediation protocol reports.

With the family still experiencing symptoms testing continued and a second remediation was undertaken at a cost of $8,000.

A third remediation was more extensive and totalled $26,000. This included entirely removing and replacing all insulation in the attic. Contractors had to remove all the duct work once again, clean and treat components and/or replace them completely.

The last attempt to address water and moisture infiltration, in order to control and abate microbial growth, was the installation of a new, flat tile concrete roof as a final preventative measure. A COA was issued by staff and coincided with building permit application #19-999. The roof replacement cost approximately $53,000. This project began during the later part of 2018 and was completed in May 2019.

During this process the last re-inspection report for water intrusion and microbial remediation was undertaken by the same company which performed the previous earlier studies. The final inspection report dated March 7, 2019 (**Exhibit M**) indicates numerous areas throughout the entire house thought to be contributing to the mold issue. Based upon the findings of the report, the inspector and Mrs. Lynch's doctor all advised the family to move out of the structure and to either sell it or demolish it and build new.

The sale of the property is problematic as now there is a clear record of a "latent defect." Florida law[1] requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. The standard Florida Seller's Property Disclosure – Residential form is included as **Exhibit O.** Section 9 (b) asks the following:

> *"Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?"*

The Lynch family was willing to take the structure down to nothing inside and rebuild but none of the experts agreed this would guarantee a resolution to this issue. Under Section 10 on the same form, Item (f) asks the following:

> *"Are there any zoning restrictions affecting improvements or replacement of the Property?"*

[1] *Johnson v. Davis, 480 So.2d 625 (Fla. 1985).*

In the mean, the Lynch family has resorted to alternative living arrangements to limit exposure to mold and other contagions present in the home. Since May of 2019 the family has lived with relatives in the area. Recently, Brendan and Lisa Lynch entered a year's lease for property at 3675 Wolf Run Lane, Boynton Beach, Florida 33435. That lease is included as **Exhibit P**. Of course, this is an additional, related expense.

Conclusion

Based on advice from the professionals involved the decision was made to rebuild. The Lynch family cherishes the neighborhood and wants to stay and enjoy the property they already own. They also want to be prudent with finite resources.

This application and the supporting documentation paints the overall picture of the Lynch family experience since purchasing the property in 2009 and the number of studies/remediation attempts to rectify the mold and interior air quality issue. This documentation is important for the record. It helps further establish a "high bar" to protect the hardship process from future COA applications in the future as was discussed with city staff. This is a unique and unusual case of a homeowner with the knowledge and resources to responsibly address a perplexing problem. In the end, however, it has not been successful and the forecast calls for more endless expenditures.

COA Hardship Criteria

This is how the City of Lake Worth Beach Code outlines the process for determining hardship in the issuance of a Certificate of Appropriateness, in this case, for demolition of a contributing structure:

Section 23.5-4(L)

A. Whether the owner knew or should have known of the landmark or historic district designation at the time of acquisition and whether the structure or district was designated subsequent to acquisition.

Response: The owner knew that the property at 920 S. Lakeside Drive was within the South Palm Park local historic district and it was a contributing structure. That property acquisition was in September 2009 per the Palm Beach County Property Appraiser records. This property is homesteaded. In 2015, the same party (applicant) purchased the property immediately adjacent and to the north known as 904 S. Lakeside Drive. Since then it has been a separately described lot and has not been homesteaded. The two lots are in the process of being combined and will become one property upon which the new construction will take place.

It is important to note that the property owner did not know about this hardship provision in the code to provide specific relief related to severe financial and economic hardship until October of 2019.

B. The amount paid for the property, the date of purchase 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 seller and buyer.

Response: According to the records of the Palm Beach County Property Appraiser, Brendan T. and Lisa G. Lynch purchased the property at 920 S. Lakeside Drive from J. Crocket Farnell in September 2009 for $1.1 million. There was no relationship other than consenting buyer and seller with the two parties. There was no financing arrangement between the seller and buyer.

The vacant property at 904 S. Lakeside Drive was purchased in 2015 for $221,238 and is a buildable lot meeting all minimum dimensional requirements for the construction of a single family structure. The selling party's name was Reece B. Deberry. There was no relationship other than consenting buyer and seller with the two parties. There was no financing arrangement between the seller and buyer.

It is the intent of the applicant to combine these two parcels into one parcel and construct a single family home that is the subject of this application.

C. The form of ownership of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other form, and whether or not it is a homestead property.

Response: The applicant is a married couple who plan to own and use this property as they have for the past ten years. It will continue to be their primary residence. The entire property (the two merged lots) will receive the appropriate homestead designations and deductions that have applied to 920 S. Lakeside up until this point in time.

D. An estimate of the cost of the proposed construction, alteration, demolition or removal.

Response: The total project cost of the new construction is estimated to be $1.3 million and is based on early estimations and designs.

E. The assessed value of the property according to the two (2) most recent assessments.

Response:

Property/Year	2018	2019
904 S. Lakeside Dr.	$500,000	$462,998
920 S. Lakeside Dr.	$809,882	$825,270

F. The real estate taxes for the previous two (2) years.

Response:

Property/Year	2018	2019
904 S. Lakeside Dr.	$12,198	$11,076
920 S. Lakeside Dr.	$18,319	$19,096

G. Annual debt service or mortgage payments if any, for the previous two (2) years.

Response: None.

H. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.

Response: None.

I. Any information that the property is not marketable or able to be sold, considered in relation to any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years, including testimony and relevant documents regarding:

(a) Any real estate broker or firm engaged to sell or lease the property.

Response: It is not the desire of the current owner to sell or lease the property. As outlined previously, the intent is to demolish the existing structure as the ultimate solution to an intractable mold remediation issue. There is no real estate broker engaged to sell or lease the property.

(b) Reasonableness of the price or rent sought by the applicant.

Response: Not applicable.

(c) Any advertisements placed for the sale or rent of the property.

Response: Not applicable.

J. Any Phase I or any other environmental analysis prepared for the site.

Response: See accompanying Exhibits D through N related to the existing environmental conditions present within the home that have the potential to affect human health.

K. Any information regarding the unfeasibility of adaptive or alternative uses for the property that can earn a reasonable economic return for the property as considered in relation to the following:

(a) A report from a professional engineer registered in the State of Florida or an architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

Response: Given the existing future land use and zoning designation of SFR there are no other suitable uses for the property other than a single-family residence, along with permitted accessory structures.

(b) An estimate of the costs of construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the HRPB concerning the appropriateness of the proposed alterations.

Response: Through the evidence provided, the current property owner attempted on numerous occasions to remediate microbial organisms within the structure that have an effect on human health.

(c) The estimated market value of the property in its current condition, after completion of the demolition, after completion of the proposed construction and after renovation of the existing property for continued use.

Response: A letter is being prepared by a licensed real estate professional. It will estimate the value of the property "as is", the impact of latent defects (mold), the value of the property as three buildable and vacant waterfront lots, the value of the three lots as one parcel and then that value including the proposed new construction. What this will show is the Lynch family is clearly not using this valuable property for speculation. They are discarding possible options that would generate more economic benefit for themselves. Other options aren't even being considered. This exercise is only done for this application.

(d) In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser or other real estate professional experienced in

rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

Response: The owner replaced the entire roof of the residence in 2019 with a flat, tile, white concrete roof for a total cost of $53,000. An estimate from All American Restoration Corporation dated October 8, 2019 is included as Exhibit N. It identifies additional work totalling $59,560.48. In this case, the contractor would go in and tear everything inside the house apart. The real cost is in the rebuild and is on top of what is included in this estimate. Additionally, if one reads the report "protocol", it includes a lot of exploratory removal of drywall and other building materials. Since the protocol requires tearing out two bathrooms and other significant areas that are costly to rebuild, the pricing indications were over $200,000, inclusive. Basically it would cost approximately $60,000 to tear apart the structure from the inside then $200,000 to put it back together. The Lynch's already spent $53k on a roof and $10k in mold testing/inspection.

In addition to previous sums already paid, that means this project would have cost approximately $323,000 and neither the owner of the mold remediation company or the mold inspection company could not guarantee this would resolve the situation. It is thought that the microbial issue may even exist in the porous, stucco or cement material and the roof truss system.

(e) Financial documentation of the ability to complete the replacement project, which may include, but is not limited to, a performance bond, a letter of credit or a letter of commitment from a financial institution.

Response: Not applicable.

(f) The fair market value of the property, as determined by at least two (2) independent certified appraisals.

Response: Not applicable.

L. Any state or federal income tax returns relating to the property or the owner for the past two (2) years. These forms may be redacted for confidentiality purposes.

Response: Not relevant to the substance of the application.

M. Any other information considered necessary by the HRPB in making its determination.

Response: Please refer to supporting documentation.

Additional Considerations per Section 23.5-4(L)

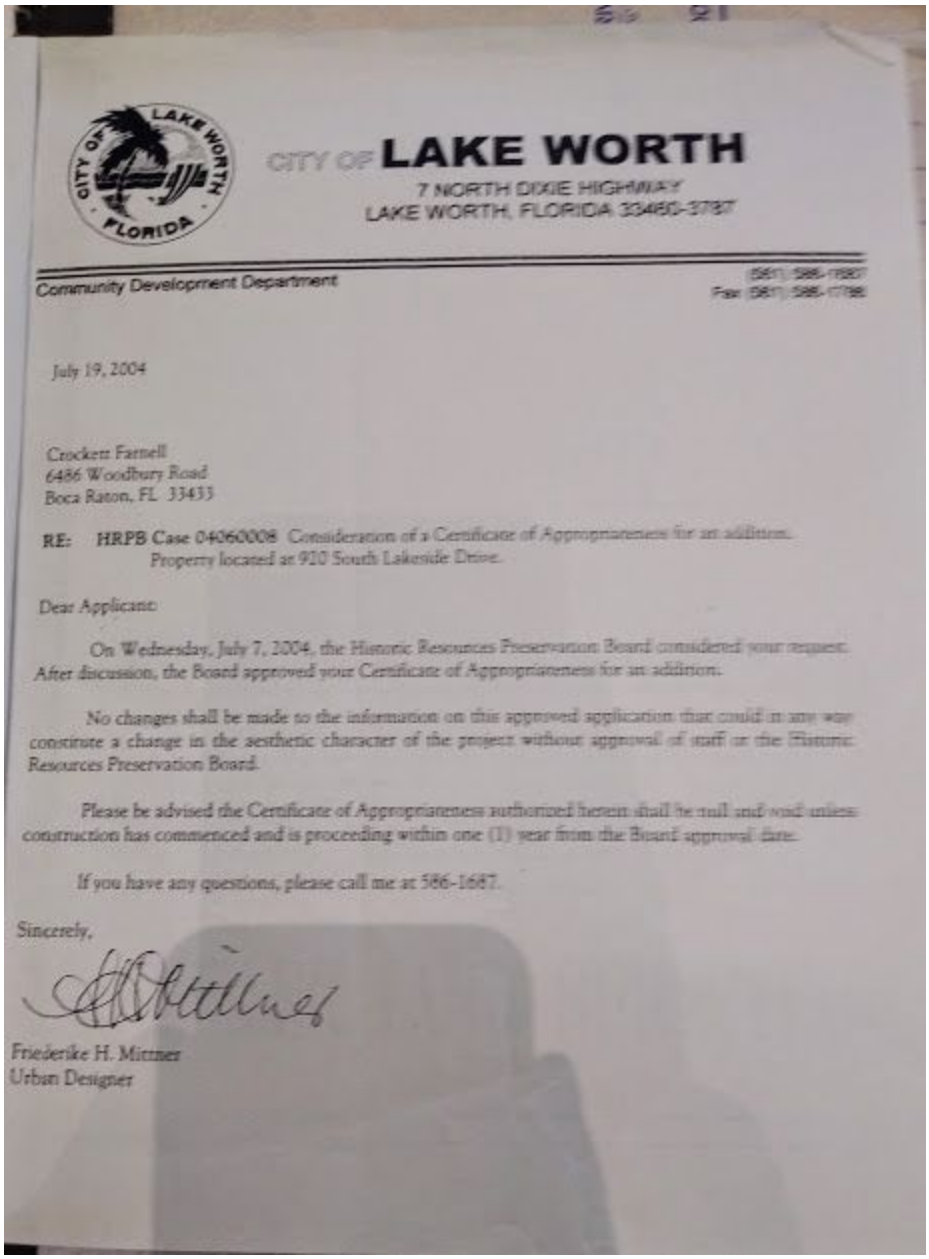
5. **When information is unavailable.** In the event that any of the required information is not reasonably available or cannot be obtained by the property owner, the property owner shall file, along with an affidavit, a statement of the information which cannot be obtained and the reasons why it cannot be reasonably obtained. Where such unobtainable information concerns required financial information, the property owner shall submit a statement describing estimates which will be as accurate as are feasible.

6. **Submission under oath.** All submissions to the HRPB shall be furnished under oath.

7. **Alternative remedies.** If the HRPB determines that the applicant has proved that an unreasonable economic hardship exists, it shall consider whether other relief is available that will not result in unreasonable economic hardship but which will provide the least adverse effect on the site or its historic, architectural, archeological or cultural features. If found, and within its power, the HRPB may grant this relief, or grant the requested relief with appropriate conditions attached thereto, so as to insure the least possible adverse effect on the historic property which does not result in unreasonable economic hardship. Such other relief, or conditions to the requested relief, may include, but is not limited to, property tax relief; loans or grants; requiring the owner to first market and offer the site for sale for a fair market price with appropriate preservation protections for a period of time not to exceed six (6) months (the length of time to be established by the HRPB based on a review of the structure's architectural, cultural or historic importance, as established by the survey and under the designation criteria set forth in this article); acquisition by a third party for a fair market value; taking by eminent domain with a fair compensation therefore; building and zoning code modifications; grant of transferable development rights; relaxation of the provisions of this article; in the case of an application for a demolition permit, waiver of the requirement that a permit for new construction be simultaneously issued; recommendation to the city commission that some or all of the applicable review fees be waived; or some other relief, as appropriate.

8. **Issuance of certificate.** If, after full consideration of all other possible relief, the HRPB determines that unreasonable economic hardship shall result unless the specific relief requested is granted, the HRPB shall promptly grant the certificate of appropriateness for such relief. This shall not prevent the HRPB, however, from requiring the application for and issuance of a simultaneous permit for new construction, unless waived by the HRPB, or prevent the HRPB from imposing salvage or mitigation requirements set forth herein.

Exhibit A — 2004 COA for Addition — 920 S. Lakeside Drive



CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH, FLORIDA 33460-3787

Community Development Department

July 19, 2004

Crockett Farnell
6486 Woodbury Road
Boca Raton, FL 33433

RE: HRPB Case 04060008 Consideration of a Certificate of Appropriateness for an addition.
Property located at 920 South Lakeside Drive.

Dear Applicant:

On Wednesday, July 7, 2004, the Historic Resources Preservation Board considered your request. After discussion, the Board approved your Certificate of Appropriateness for an addition.

No changes shall be made to the information on this approved application that could in any way constitute a change in the aesthetic character of the project without approval of staff or the Historic Resources Preservation Board.

Please be advised the Certificate of Appropriateness authorized herein shall be null and void unless construction has commenced and is proceeding within one (1) year from the Board approval date.

If you have any questions, please call me at 586-1687.

Sincerely,

Friederike H. Mitzner
Urban Designer

Exhibit B — 2004 COA for Addition — 920 S. Lakeside Drive Site Plan

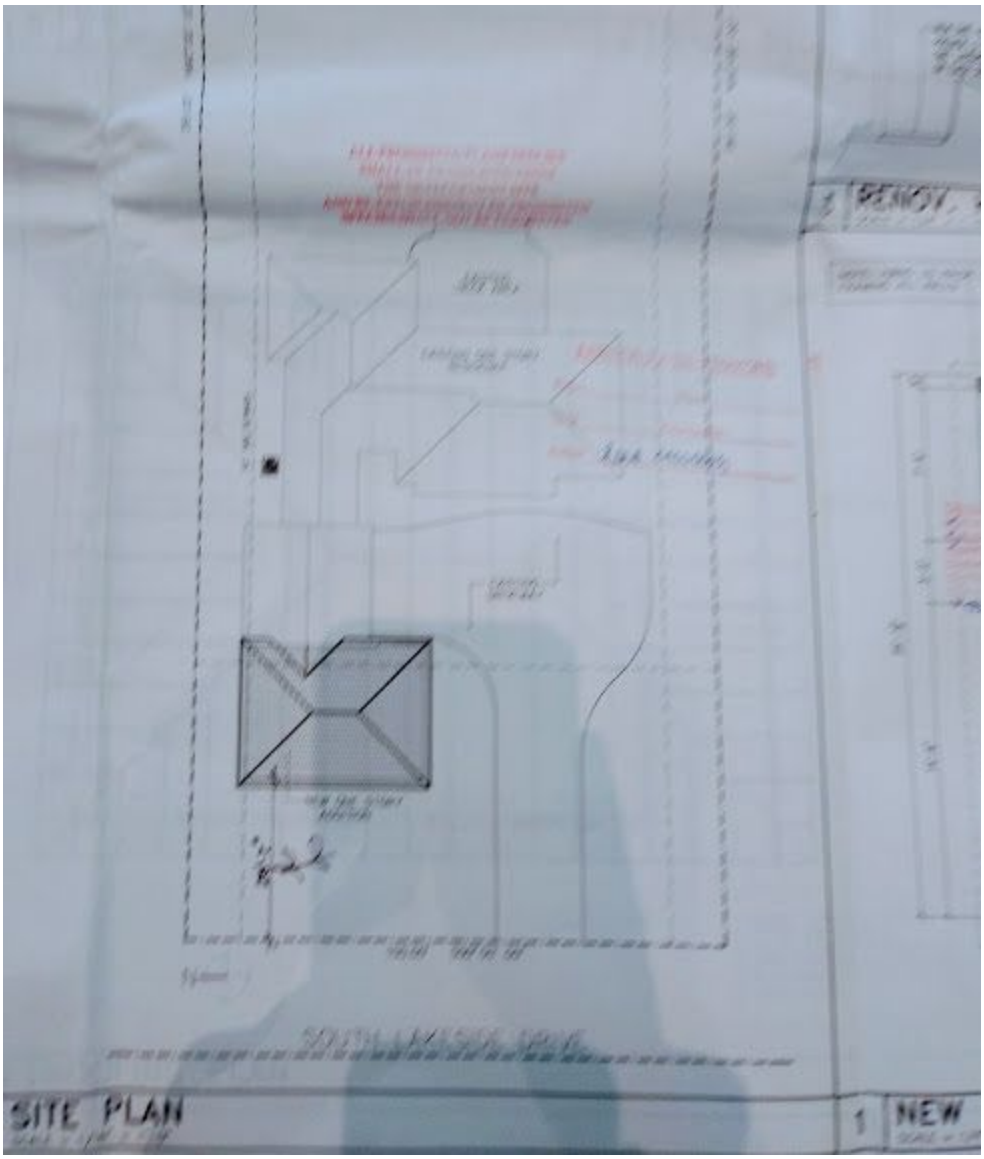
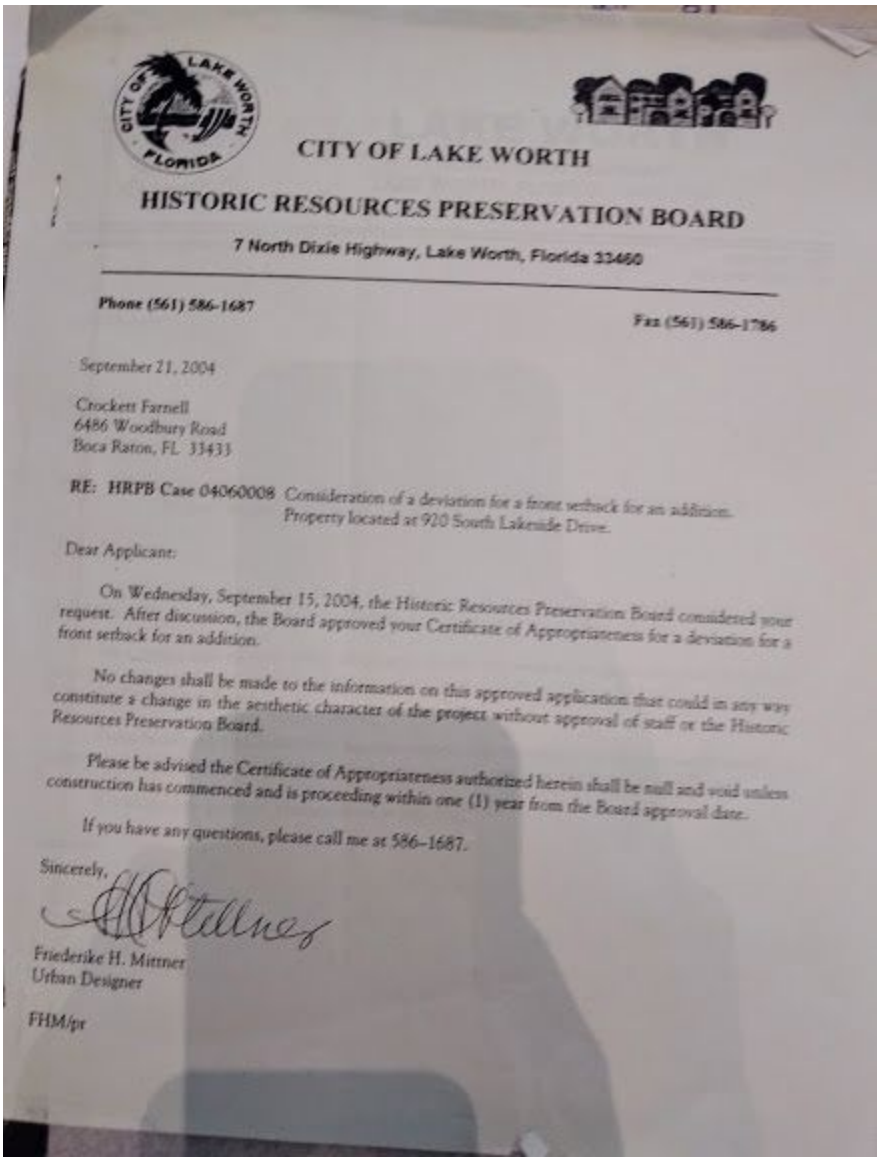


Exhibit C — 2004 COA for Front Setback Deviation — 920 S. Lakeside Drive



CITY OF LAKE WORTH

HISTORIC RESOURCES PRESERVATION BOARD

7 North Dixie Highway, Lake Worth, Florida 33460

Phone (561) 586-1687 Fax (561) 586-1786

September 21, 2004

Crockett Farnell
6486 Woodbury Road
Boca Raton, FL 33433

RE: HRPB Case 04060008 Consideration of a deviation for a front setback for an addition.
Property located at 920 South Lakeside Drive.

Dear Applicant:

On Wednesday, September 15, 2004, the Historic Resources Preservation Board considered your request. After discussion, the Board approved your Certificate of Appropriateness for a deviation for a front setback for an addition.

No changes shall be made to the information on this approved application that could in any way constitute a change in the aesthetic character of the project without approval of staff or the Historic Resources Preservation Board.

Please be advised the Certificate of Appropriateness authorized herein shall be null and void unless construction has commenced and is proceeding within one (1) year from the Board approval date.

If you have any questions, please call me at 586-1687.

Sincerely,

Friederike H. Mittner
Urban Designer

FHM/pr

LIST OF EXHIBITS

A. HRPB Case 04060008 — Certificate of Appropriateness for addition, dated July 7, 2004.

B. HRPB Case 04060008 — Site plan for addition.

C. HRPB Case 04060008 — Deviation for a front setback for addition dated September 21, 2004.

D.Water Damage, Limited Microbial Assessment and Remediation Protocol, Plan for Lynch Residence, 920 South Lakeside Drive, prepared by Environmental Research and Restoration, June 10, 2015.

E. Breakdown at cost for remediation in 2015.

F. Past remediation testing — Limited site Evaluation with Limited Environmental Sampling. AIRMD, November 19, 2015.

G. SAEML, Inc. Microbiology Laboratories A002 Expanded Spore Trap Analysis, February 8, 2017.

H. Certificate of Mold Analysis, Pro-Lab, November 20, 2017.

I. MoldREPORT - Mold Bros. LLC, September 27, 2018.

J. Post Remediation Microbial Assessment, Berman Inspection, LLC. October 20, 2018.

K. Water Damage, Limited Microbial Assessment and Remediation Protocol, Plan for Brandon & Lisa Lynch, by Environmental Research and Restoration, September 12, 2018.

L. Immunolytics Report. March 2019.

M. Re-Inspection: Water Intrusion & Limited Microbial Assessment Remediation Protocol Plan for Lynch Residence. March 7, 2019.

N. All American Restoration Corporation. Proposal for mold remediation. October 8, 2019.

O. Seller’s Property Disclosure Form - State of Florida

P. Lease Agreement, 3675 Wolf Run Lane, Boynton Beach, Florida, 33435 Brendan and Lisa Lynch, signed 11/05/19 for one (1) year from November 15, 2019 to November 14, 2020.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT G – ECONOMIC HARDSHIP APPLICATION EXHIBITS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Exhibit D

Water Damage, Limited Microbial Assessment and Remediation Protocol, Plan for Lynch Residence, 920 South Lakeside Drive, prepared by Environmental Research and Restoration, June 10, 2015.

ENVIRONMENTAL
RESEARCH &
RESTORATION, INC.

4730 North 31st Court
Hollywood, FL 33021
Phone: (954) 967-0011
Fax: (954) 989-3377
Toll Free: (877) 663-5336
Email: enrr2003@gmail.com
www.flmoldinspection.com

Water Damage, Limited Microbial Assessment & Remediation Protocol

Plan for:

Brandon & Lisa Lynch Residence

(ERR PROJECT NO. 15-0120-01)

Site Address:
920 South Lakeside Drive
Lakeworth, FL 33460

Prepared for:

Brandon & Lisa Lynch
920 South Lakeside Drive
Lakeworth, FL 33460

Prepared by:

Environmental Research & Restoration
4730 N. 31st Ct.
Hollywood, FL 33021
Report Date: June 10, 2015

"Restoration Through Education"
Division of Glamour Industries, Incorporated

Reference: **Water Damage and Limited Microbial Assessment of the Lynch Residence Located at 920 South Lakeside Drive Lakeworth, FL 33460**

Dear Mr. & Mrs. Lynch,

Environmental Research & Restoration is pleased to submit this assessment of our site visit at the above-referenced location which was conducted on June 10, 2015. This report represents our site observations and recommendations for further action.

A scope of work is given in detail with specific requirements for the prevention of cross contamination (spreading of microbial spores) throughout the non-contaminated areas.

Unabated mold can become a serious health threat to susceptible individuals. It is recommended that the protocols outlined in this report be conducted as soon as practical as fungi are living organisms and digest the structure on which they grow.

After completion of the remediation procedures, it is imperative that ***Environmental Research & Restoration*** be notified prior to removing any of the containment barriers to conduct a visual inspection with post-remediation clearance testing to render the areas clean, prior to restoration to its original condition.

Thank you for allowing ***Environmental Research & Restoration*** to assist you in meeting your environmental needs.

Executive Summary

Environmental Research & Restoration's (ERR) conducted a Water Damage and Limited Microbial Assessment of the **Lynch Residence.** This assessment was conducted in whole by a Qualified Professional Industrial Hygienist; Certified Hazardous Materials Manager and Certified Microbial Consultant. This study was conducted on June 10, 2015 in response to concerns allergy like conditions experienced by Mr. & Mrs. Lynch and their son. Environmental data was collected of the residence and analyzed to determine compromised building materials present. An inspection of the residence revealed a two-fold situation.

(1) Visual Observations:

Incident # 1

A recent overflow to the air conditioning unit, which caused water to spill over into the A/C return compromising the fiberglass lining and filling the A/C pan, below the air conditioning unit and spilling over onto the floor of the air conditioning closet and water migrating East and North into the adjoining rooms.

Migration East

Migration East seeped through the East wall of the air conditioning closet into the adjoining hallway utility closet.

Migration North

Migration North seeped under and through the North wall into the adjoining children's bathroom wicking up the wall through capillary action. * Please see photographs in the appendix section of this report.

A/C Return Below the Unit

The air conditioning return appears to have gotten wet and fiberglass particulates swollen and must be sealed to prevent the further release of fiberglass particulates into the ambient air.

Incident # 2 Kitchen Garbage Disposal

The kitchen garbage disposal was reported to have leaked below the kitchen sink vanity. The gasket was reported to have blown out and caused water to spill out under the sink vanity.

It appears that prior to the gasket blowing out that the unit sprayed water onto the North wall of the lower cabinets below the sink vanity, causing visible water damage and microbial growth. The lower base plate of the lower cabinet below the sink vanity was also water compromised.

Inspection Below the Kick Plate of the Sink Vanity

Inspection below the kick plate of the sink vanity revealed water compromised and suspect microbial growth present. Water appears to have wicked up the kitchen North wall behind the lower cabinets, which appears to have created a vapor barrier trapping moisture behind the lower cabinets and drywall. This vapor barrier prevented the wall from drying out and caused deterioration to the base and back of the lower cabinets.

Kitchen Flooring

The kitchen flooring was tested through sounding. Approximately 30% of the kitchen tile flooring, adjacent the lower cabinets along the North wall tested hollow through sounding. An indication that water migration below the lower cabinets has migrated below the tile and caused decalcification of the thin set occur. Thus, causing hollowing of the tile.

(2) Moisture Measurements

Moisture measurements of substrates (drywall and baseboards) were obtained using both a Surveymaster and Traymex moisture meter to determine the moisture content throughout the residence. Moisture is one of the three elements necessary for microbial (mold) amplification. The purpose of the moisture mapping is to determine the moisture content in the baseboards and walls of the **Lynch Residence.** Moisture measurements 0-13.9% are considered "dry," 14-19.9% are considered "elevated" and readings of 20% or more are considered "wet."

The moisture results for the **Lynch Residence** indicated the following:

- Lower sink cabinets North wall below the vanity – 17.2%

(3) Dust Mites:

Dust mite sampling was not conducted. However, given the elevated Aspergillus/Penicillin and like spores identified, it is highly likely that dust mite proliferation would be present. Dust mite dander and feces are microscopic and travel through the HVAC system and are inhaled by building occupants, increasing allergies and making the exposed occupants miserable.

It is recommended that dust mite samples be collected from both the compromised and non-compromised areas.

(4) Relative Humidity and Temperature Measurements

The relative humidity and temperature measurements were obtained throughout the **Lynch Residence** for comparison to outside conditions. The relative humidity measurement in the indoor ambient air was 49.5% and temperature measurement 77.6°F. The results show that the relative humidity values were within the guidelines purposed by the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 30 – 60 RH.

(5) Microbial Sampling

Five (5) Indoor microbial samples were collected for evaluation against one (1) baseline outdoor sample. These sample locations were chosen for representativeness to minimize sample volume. The lab results indicated the presence of mold spores typical to water damage in the areas sampled.

NOTE:** ***The complete lab results are, listed in the Appendix of this report.

(6) Occupational Health Concerns

As of the date of our visit, the **Lynch Residence** was being occupied. Generally, it is recommended that any occupants with allergy history or residents in areas of the home that will require remediation find temporary living arrangements once the proposed decontamination and restoration procedures commence and maintain these arrangements until all of the proposed decontamination and restoration procedures are completed and the work area has passed clearance testing. The occupants of the **Lynch Residence** are encouraged to provide their medical health provider with a copy of this report to determine if relocation is required based on their relevant medical history. It is recommended that the **Lynch's** healthcare provider review the attached.

(7) Occupational Health Concerns for Remediation Contractors

The elevated presence of mold spores in the affected area (s) could create a potential health threat to susceptible occupants. Identification of fungi is only the first step in remediation. It is therefore important that remediation be conducted in an expedient manner with appropriate personal protection equipment (PPE).

Fungi in buildings may cause or exacerbate allergies (such as wheezing, chest tightness, shortness of breath, nasal congestion and eye irritation), especially in persons who have a history of allergic disease (such as asthma and rhinitis). It is therefore, recommended that individuals with persistent health problems that appear to be related to fungi (mold or mildew) or other bioaerosol exposures avoid prolonged exposure to contaminated areas. This notice is referenced in the *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000, and is mandated under the Institute of Inspection, Cleaning and Restoration Certification *(IICRC) S520 Standard.* In addition, persons with a history of allergies should pay close attention to the individual health effects listed in the appendix section of this report. Exposure to bioaerosols should be evaluated by a medical professional.

(8) Scope of Work

To minimize liability, exposure, cross-contamination and costs, work should be conducted in accordance with industry standards as appropriate such as:

- The IICRC S520 Mold Remediation Standard, January 2004 and be followed in its entirety (copy is located in the appendix section of this report);
- The American Conference of Governmental Industrial Hygienist (ACGIH Guidelines) for remediation of mold contaminated building components (walls, ventilation systems, support beams, etc.;
- The American Indoor Air Quality (AMIAQ) standards; and
- The American Industrial Hygiene Association's (AIHA) Bio Safety Guide (field guide for the determination of biological contaminants in environmental samples).

(9) Preparation Tasks

The following tasks refer to the flooring, walls, ceiling and A/C units only and do not address the more stringent measures for residential units (foodstuff, furnishings, etc.)

(10) Site Preparation

1. Personal protection for restoration employees *(must be maintained until the completion of High Efficiency Particulate Air (HEPA) vacuuming of the Lynch Residence).* Personal protection must comply with OSHA Standards and the IAQ Guidelines.
2. Modified Level C, including Tyvex suits, Nitril gloves, Tyvex booties, full/half face respirator with HEPA cartridges, *(if using half face respirator, safety glasses must be used).*

3. It is the contractor's responsibility to determine whether asbestos is present. ***Environmental Research and Restoration*** recommends that asbestos testing be conducted prior to remediation activities.
4. The contractor conducting the restoration must have a valid respiratory protection plan and documentation of fit testing and personnel physicals, and be in full compliance with Occupational Safety and Health Administration (OSHA).
5. The Heating Ventilation and Air Conditioning (HVAC) unit must be in the off position for the duration of the restoration and reconstruction of the **Lynch Residence.** AC system must be in the off position.
6. All entryways must be sealed with polyethylene sheeting and duct tape to achieve negative pressure.

7. Signage should be posted outside the containment area prior to the beginning of work which states:

"WARNING – RESIDENCE CONTAMINATED WITH MOLD.
AUTHORIZED PERSONNEL ONLY."

8. Signage should be posted on the interior of the building and not visible from the outside.
9. The health provider for the building owner must approve all decontamination or anti microbial solutions and consult the appropriate MSDS.

(11) Personal Effects

Personal effects (contents) should be CLEANED, HEPA vacuumed, damp wiped, removed, and stored before remediation. Clothing should be professionally laundered or dry-cleaned. A certified member of the Restoration Cleaners Association should do the professional cleaning.

(12) Proper Disposal

Proper disposal includes placing manageable sections of the contaminated materials in a 6-mil polyethylene bag. The bag should be sealed for suitable disposal in the outside roll off container.

(13) Drywall Removal

Much of the drywall removal is due to the fact that it was water damaged. When drywall gets wet there are two standards:

- The National Drywall Association
- FEMA

Both standards state that "when drywall becomes wet it should be removed." Therefore, the scope of work is not based simply on mold damage but because the drywall was wet (i. e. soaked in standing water) and therefore meets the definition of compromised at the time of our inspection.

(14) Recommended Remediation Activities
Based on visual observations and the microbial lab results the following IAQ protocols should be performed in the **Lynch Residence:**

A/C Closet

- The air conditioning closet A/C unit should be removed and cleaned in its entirety.

A/C Closet East & North Walls

- Should be removed horizontally in there entirety and from the floor vertically to a height of 2'.

Hallway Linen Closet West Wall

- Should be removed horizontally in its entirety and from the floor vertically to a height of 1'.

Children's Bathroom South Wall

- Should be removed horizontally in its entirety and from the floor vertically to a height of 2'.

- **NOTE:** This is a tiled wall and the bathtub does not have to be removed as decontamination and cleaning around and under the tub can be access through the A/C closet North wall.

A/C Closet West Wall

- The A/C closet West wall should be removed from the North wall to the doorway entrance and from the floor vertically to a height of 2'.

- Hollow tiles within the A/C closet should be removed and replaced.

Incident # 2 kitchen Garbage Disposal

- The kitchen lower cabinets should be removed from the North wall.

- The drywall should be removed from the North wall behind the removed lower cabinets and from the floor vertically to the window sill.

- The inner wall cavity should be thoroughly cleaned, sanded and or wire brushed, hepa vacuumed and damp wiped with an anti-microbial solution as outlined in the wall cavity cleaning section of this report.

Kitchen Flooring

- The compromised kitchen flooring, adjacent the North lower cabinet should be removed and replaced.

- The bare floor below the removed tile should be thoroughly scraped and or sanded, hepa vacuumed and damp wiped with an anti-microbial solution.

Air Duct Boots Cleaning and Sealing

- Air conditioning cleaning and sealing should be conducted and sealed with Fiberlock 8000.

- This includes complete sealing of the air conditioning return plenum inside the A/C closet to prevent the further release of fiberglass particulates.

- All A/C boots above the supply air grills must be thoroughly sealed with Fiberlock 8000 after cleaning of the air ducts have been completed.

- All contamination should be removed at bare minimum one (1) foot beyond the last visible trace in compliance with the New IICRC and updated New York Department of Health Mold Remediation Guidelines. The remediation contractor must erect a containment barrier to encapsulate the immediate work section. The containment barrier should be maintained under negative air until the building has passed clearance testing.

- ***Environmental Research and Restoration*** should be notified 48 hours prior to post-remediation clearance testing.

**Note:* The State of Florida has recently passed a mold remediation and assessor bill. Under the new law, any contractors working on residential or commercial property should provide a certificate of insurance to the homeowner or building owner. This certificate of insurance should be a liability policy for no less than $1,000,000.00 with a specific mold rider covering mold pollution and/or cross contamination.

(15) Wall Evaluation

1. Evaluate the condition of the interior sides of all exposed walls for evidence of water damage and/or visible microbial growth. If any evidence of water damage and/or visible microbial growth is apparent then the affected section of drywall/plaster should be removed two feet beyond the last visible trace and disposed of properly.

2. Interior sides of all exposed walls shall be damp wiped by use of an approved anti-bacterial solution and HEPA vacuumed.

3. Inspect the exposed wood framing for microbial growth and decay. All wood studs that support microbial growth should be damp wiped with an approved anti-bacterial solution. Once dry the wood should be sanded or wire brushed to remove approximately 1/8" of wood and damp wiped and HEPA vacuumed again as noted above.

4. No fungi inhibitor encapsulating or stain blocking shall be applied until the structure has passed clearance testing.

5. Negative pressure containment barriers shall remain in place until ***Environmental Research & Restoration*** has conducted a preliminary clearance.

6. The polyethylene (Visqueen) barrier should be damp wiped with an approved Microbial solution prior to removing the negative pressure barrier.

7. All remaining wall surfaces within the containment area should then be damp wiped with an approved Microbial solution and HEPA vacuumed.

(16) Air Conditioning Cleaning

It is imperative that after cleaning the air duct system, all fiberglass boots, junction boxes and panel insulation be sealed with FiberLock 8000 or equivalent to prevent any fiberglass particulate release.

NOTE:** **A licensed A/C contractor should perform cleaning of the components of the air conditioning system. A certified member of the National Air Duct Cleaners Association (NADCA) should clean the air ducts.

Note: The air conditioning units and air ducts should be professionally cleaned and ***sealed*** to prevent the ***release*** of fiberglass particulates into the air as outlined in the HVAC section of this report on the following pages.

However, it is the responsibility of a licensed A/C contractor to determine the feasibility of cleaning or replacing of the air ducts.

1. All work shall be conducted with the system in its off position.
2. Remove all supply and return air duct grids.
3. Clean the interior of all air handler units. Clean insulation by contact vacuum method and foil line installation.
4. Pre-vacuum diffusers, grills and registers in the ductwork. If necessary, remove chemically wash / clean and reset.
5. Install vacuum collector unit at a predetermined location and clean the section of ductwork using Omni directional air nozzles and rotary brushes as necessary.
6. All duct lines shall be, inspected to ensure that there is no breach in the duct membrane or drop box connection. If any breaches are identified after cleaning is completed they shall be thoroughly re-sealed prior to releasing the facility.
7. All fiberglass duct board within the A/C duct system must be sealed to prevent release of fiberglass particulates.

(17) Cleaning HVAC Equipment

1. Isolate HVAC units from adjacent areas with polyethylene sheets. Protect all motors, bearing assemblies, and belt drive assemblies within the HVAC unit housing with tape on polyethylene sheet to prevent water intrusion.
2. Carefully remove and dispose of filter media from holding frames and replace with pleated HEPA type filters.
3. HEPA vacuum clean the entire space of HVAC unit, including each component, supports, frames, etc.
4. Conduct pressure washing of heating and cooling coil banks.
5. Hand scrub where required to remove all residual dirt.
6. Rinse thoroughly with clear water to remove any residual dirt and cleaning agent.
7. Fan casings and impeller wheels shall be cleaned on all surfaces inside and outside.

(18) Clothes Dryer Vent

The clothes dryer vent should be professionally cleaned at the time of the air duct cleaning. This eliminates a buildup and recontamination of dust and mold spores into the HVAC system and prevents house fires.

(19) Final Cleaning

All remaining wall surfaces within the affected area should then be damp wiped with an approved Microbial solution and HEPA vacuumed. All linen and clothing items should be professionally cleaned and/or dry-cleaned.

(20) Completion Activities

1. Upon completion of remediation and post remediation clearance testing, turn HVAC system on and allow air scrubbers to run for a minimum of 36 hours to a maximum of 48 hours.
2. Use an electric blower inside the building to forcibly suspend particulates on the walls, ceilings and floors several times in each area. The goal is to remove suspended particulates and capture microbial matter in the air scrubbers.
3. Contact ***Environmental Research & Restoration at (954) 967-0011*** to schedule air clearance testing of the remediated structure to certify that it is ready for continued restoration and safe for occupancy.

(21) Limitations

The results of this report represent conditions only at the specific time and locations in which the same and its results were procured. Thus, this report should not be relied upon to represent conditions at any other location, time, or date and does not imply that this place is free of these or other contaminates. The intent of this report is to assess the conditions of a sampled area to determine basic microbial conditions. Although this type of analysis is a valuable tool to enhance an environmental assessment, it should not be used solely to determine health risks or occupants exposure to such agents, if any. Some fungi are not identified by direct microscopic observation alone. To access additional data more extensive testing may be required. This report is intended for the sole use of the client and all results are private and confidential.

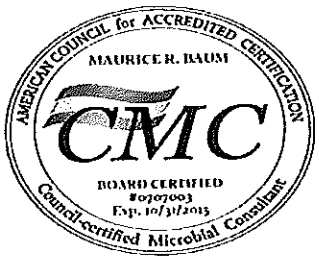
Certification

(22) *Environmental Research & Restoration* has completed a water damage and limited microbial assessment of the **Lynch Residence.** The assessment followed methods and procedures consistent with good commercial or customary practices. This report is exclusively for the use and benefit of the **Lynch Residence** identified on the cover of this report and it is not intended for the use or benefit of, nor may any other person or entity rely upon it. The contents of this report may not be quoted in whole or in part, or distributed to any person or entity other than the **Lynch Residence** hereof without, in each case, the consent of the Client or the undersigned. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Maurice Baum

Maurice Baum, QPIH, CHMM, CMC
Qualified Professional Industrial Hygienist
Certified Hazardous Materials Manager
Certified Microbial Consultant



(23) References

* *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000 (attached).

* Institute of Inspection, Cleaning and Restoration Certification *(IICRC) S520 Standard.*

* Standard and Reference Guide for Professional Water Damage Restoration: 2nd Edition, IICRC Vancouver, WA, USA.

* Micro fungi: Suzanne Gravesen, Microbiologist; Jens S. Frisuad, Mycotoxicologist; Robert A. Samson, Mycotoxicologist, Munksgaard, 1994.

* New York City Department of Health (Guidelines on Assessment and Remediation of Fungi in Indoor Environments), April 2000.

* Bio-aerosols Assessment and Control, American Conference of Governmental Industrial Hygienist, ACGIH, Cincinnati, Ohio, 1999.

* Field guide for the Determination of Biological Contaminants in Environmental Samples. An AIHA Bio-Safety Guide.

* IAQ Microbiology Reference Guide, Aerotech Kalmar Laborites, Phoenix, Arizona, 2000.

* Other citations omitted.

Please be advised that window leakage with elevated moisustre 36% to 50% was idenfified below the flowing window:

- North East bedroom East window
- Center bedroom East window at the North end of the window
- Master bedroom East window
- Dining room North window

The drywall should be removed from each of the above windows 1' on each side of the window and from the floor vertically to the window sill, with the exception of the center bedroom (son's) where the drywall should be removed from 1' North of the window to the center of the window and from the floor vertically to the window sill. All removal of drywall should be conducted under containment by a professional mold remedation contractor to prevent cross contamination into the remainder of the residence. Random post remediaotn clearance testing should be conducted of the above referenced areas.

ENVIRONMENTAL
RESEARCH &
RESTORATION, INC.

4730 North 31st Court
Hollywood, FL 33021
Phone: (954) 967-0011
Fax: (954) 989-3377
Toll Free: (877) 663-5336
Email: enrr2003@gmail.com
www.flmoldinspection.com

APPENDIX

A

LABORATORY ANAYLTICALS

DOVE ENVIRONMENTAL CORPORATION
8910 MIRAMAR PARKWAY, SUITE 200, MIRAMAR, FL 33025
Tel: (954)374-9274 /Fax: (954) 639-7426
E-MAIL: [illegible]
WEB ADDRESS: [illegible]

AIHA LAP, LLC ACCREDITED LABORATORY
EMLAP #102938

SPORE TRAP ANALYSIS (Analytical Method MB-017)

CLIENT	ENVIRONMENTAL RESEARCH & RESTORATION	DATE RECEIVED:	06/10/2015
ADDRESS	4730 NORTH 31ST COURT, HOLLYWOOD, FL 33021	DATE ISSUED:	06/11/2015
TEL/FAX:	(954) 987-0011/(954)-989-3377	REPORT ID:	IAQ-ERR-150610004.1A
PROJECT:	BRENDAN LYNCH & LISA	SAMPLER(S):	MAURICE BAUM

Microscope Magnification used: 600X

ITEM/SAMPLE #:	1			2			3			4		
DESCRIPTION:	BASELINE OUTSIDE			A/C CLOSET (E) WALL			BATH ROOM (S) WALL			KITCHEN (N) WALL BEHIND VANITY		
FLOW RATE (L)	15			30			30			45		
TIME (min.)	10			2			2			3		
MINIMUM REPORTING LIMIT (cts/m³)*	7			17			17			7		
AIR VOLUME (m³)	0.150			0.060			0.060			0.135		
FUNGI:	raw ct.	cts/m³	%	raw ct.	cts/m³	%	raw ct.	cts/m³	%	raw ct.	cts/m³	%
Alternaria												
Arthrinium												
Ascospores												
Basidiospores												
Bipolaris/Drechslera/ Helminthosporium	1	7	1									
Cercospora-like												
Chaetomium				1200	20000	100	1200	20000	100	1200	8889	50
Cladosporium	13	87	8									
Coprinus												
Curvularia	2	13	3									
Epicoccum												
Ganoderma												
Memnoniella												
Myxomycetes/Smuts/Periconia												
Nigrospora												
Penicillium/Aspergillus	58	387	78							1200	8889	50
Pestalotiopsis												
Pithomyces												
Spegazzinia												
Stachybotrys												
Ulocladium												
Hyphal fragments												
TOTAL	74	494	100	1200	20000	100	1200	20000	100	2400	17778	100
**Background Debris	3			5			5			4		

Sample Comments:	
	Sample #1 N/A
	Sample #2 N/A
	Sample #3 N/A
	Sample #4 N/A

*MRL (Minimum Reporting Limit) may vary,with flow rate, exposure time and the microscopic fields observed for particle count at a defined magification. Please note the MRL is actually a decimal number rounded up to the next whole number.
Impaction Sampling Device = Spores/m3 = Counts per cubic meter of air. Percentage (%) of each group of fungi in total population is rounded to one significant digit. Samples were received in acceptable condition unless otherwise noted. N/A = Not Applicable
** Background Debris: Indication of overall particulate matter present in the air. See the following debris scale:
0 = No particulates detected in impaction line area (may indicate improper sampling).
1 = Less than 10%. Minimal non-microbial debris present, no effect on counts.
2 = 10% to 25% of the trace occluded with non-microbial particulates, counts may be underestimated.
3 = 26% to 75% of the trace occluded with non-microbial particulates, counts underestimated.
4 = 76% to 90% of the trace occluded with non-microbial particulates, counts underestimated.
5 = Greater than 90% of the trace occluded with non-microbial particulates, counts may not be available due to excessive debris.
Comments: Blank raw count field indicates the corresponding fungus was not detected.
*The results are below the detection method limit.
(The method used in this analysis have been validated and is fix for the method intended)

Rajendranath Ramnath

Rajendranath Ramnath, Ph.D.
Laboratory Director

Diana Saurí
IAQ Technical Manager

DOVE ENVIRONMENTAL CORPORATION
8910 MIRAMAR PARKWAY, SUITE 200, MIRAMAR, FL 33025
Tel: (954)374-9274 /Fax: (954) 639-7426
E-MAIL: [illegible]
WEB ADDRESS: [illegible]

AIHA LAP, LLC ACCREDITED LABORATORY
EMLAP # 102988

SPORE TRAP ANALYSIS (Analytical Method MB-017)

CLIENT	ENVIRONMENTAL RESEARCH & RESTORATION	DATE RECEIVED:	06/10/2015 Rev.
ADDRESS	4730 NORTH 31ST COURT, HOLLYWOOD, FL 33021	DATE ISSUED:	06/11/2015
TEL/FAX:	(954) 967-0011/(954)-989-3377	REPORT ID:	IAQ-ERR-150610004.2A
PROJECT:	BRENDAN LYNCH & LISA	SAMPLER(S):	MAURICE BAUM

Microscope Magnification used: 600X

ITEM/SAMPLE #:	5			6		
DESCRIPTION:	MAST. BED ROOM (E) WALL BELOW WINDOW			SUPPLY AIR		
FLOW RATE (L)	30			75		
TIME (min.)	2			5		
MINIMUM REPORTING LIMIT (cts/m^3)*	17			3		
AIR VOLUME (m^3)	0.060			0.375		
FUNGI:	raw ct.	cts/m^3	%	raw ct.	cts/m^3	%
Alternaria						
Arthrinium						
Ascospores						
Basidiospores				30	80	51
Bipolaris/Drechslera/ Helminthosporium						
Cercospora-like						
Chaetomium	1200	20000	50			
Cladosporium						
Coprinus						
Curvularia				4	11	7
Epicoccum						
Ganoderma						
Memnoniella						
Myxomycetes/Smuts/Periconia				9	24	15
Nigrospora						
Penicillium/Aspergillus	1200	20000	50	16	43	27
Pestalotiopsis						
Pithomyces						
Spegazzinia						
Stachybotrys						
Ulocladium						
Hyphal fragments						
TOTAL	2400	40000	100	59	158	100
**Background Debris	3			3		

Sample Comments:		
	Sample #5	N/A
	Sample #6	Fiberglass-like particles (Isotropic)-High

*MRL (Minimum Reporting Limit) may vary with flow rate, exposure time and the microscopic fields observed for particle count at a defined magnification. Please note the MRL is actually a decimal number rounded up to the next whole number.
Impaction Sampling Device = Spores/m3 = Counts per cubic meter of air. Percentage (%) of each group of fungi in total population is rounded to one significant digit. Samples were received in acceptable condition unless otherwise noted. N/A = Not Applicable
** Background Debris: Indication of overall particulate matter present in the air. See the following debris scale:
0 = No particulates detected in impaction line area (may indicate improper sampling).
1 = Less than 10%. Minimal non-microbial debris present, no effect on counts.
2 = 10% to 25% of the trace occluded with non-microbial particulates, counts may be underestimated.
3 = 26% to 75% of the trace occluded with non-microbial particulates, counts underestimated.
4 = 76% to 90% of the trace occluded with non-microbial particulates, counts underestimated.
5 = Greater than 90% of the trace occluded with non-microbial particulates, counts may not be available due to excessive debris.
Comments: Blank raw count field indicates the corresponding fungus was not detected.
*The results are below the detection method limit.
(The method used in this analysis have been validated and is fix for the method intended)

Rajendranath Ramnath

Rajendranath Ramnath, Ph.D.
Laboratory Director

Diana Sauri
IAQ Technical Manager

Analyzing Laboratory

Dove Environmental Labs

8910 Miramar Parkway
Miramar, FL 33025
(954) 374-3274

Bioaerosol Sampling and Analysis Record

Page 1 of 1

6 AOC

Client: Environmental Research and Restoration	Client Address: 4730 North 31st Court Hollywood, Florida 33021
Email: enrr2003@gmail.com	
Client Project Name: BRENDAN LYNCH & LISA	Lab Project No.
Phone:	
Sampled By: Maurice Baum	

	Date Sampled	Sample ID	Location	Sample Media (E.g. Tape, bulk, spore trap)	Total Sampling Time	Total Volume Air Sampled (Liters)	Test Code	Temp. % Rel. Humidity	Notes or Information
1			Baseline Outside	AOC	10m	150L			
2			A/C Closet (E) Wall	AOC	2m	30L			
3			Bath Room (S) Wall	AOC	2m	30L			
4			Kitchen (N) Wall Behind Vanity	AOC	3m	45L			
5			Mast. Bed. Room (E) Wall Behind Window	AOC	2m	30L			
6			Supply Air	AOC	5m	75L			Elbaglas
7									
8									
9									
10									

Relinquished by:	Date and Time	Received By:	Date and Time
			06-10-15 @ 5:10 PM
		Samples Received in Good Condition?	Yes ☑ No ☐

AGS = Above Ground Surface
B-Z = Breathing Zone
W/P = Wipe
MEA = Malt Extract Agar
O/S = Outside

Receipt of signed COC constitutes agreement with Dove Environmental's Terms & Conditions

IAP #15324

☐ 24 HRS. ☒ 48 HRS. ☐ 72 HRS.

Non Culturable Air Samples (Spore Traps)

• **M001** Air-O-Cell • **M049** BioSIS • **M030** Micro 5	• **M173** Allegro M2 • **M003** Burkard • **M174** MoldSnap	• **M004** Allergenco • **M043** Cyclex • **M176** Relle Smart	• **M032** Allergenco-D • **M002** Cyclex-d • **M130** Via-Cell
• **ACM** Asbestos	• **CRB** Carbon/Sut	• **FB** Fiberglass	• **BA** Bacteria

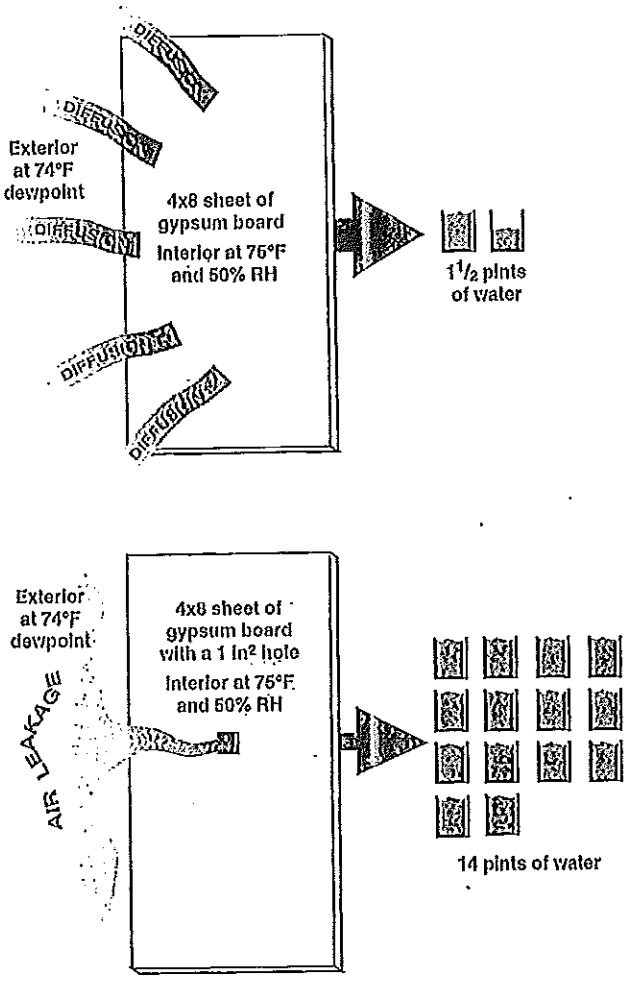


Figure 4.4
Diffusion vs. Air Leakage

- In a hot-humid climate over a one-week period, 1½ pints of water can be collected by diffusion through painted gypsum board (≈5 perms); 14 pints of water can be collected through air leakage through a 1 in² hole under a 5 Pascal air pressure differential

Hazards/Problems Associated with Fiberglass Duct Liner and HVAC Insulation

Guidance for Insulating New HVAC/Ductwork
UC Indoor Air Quality Work Group

Background

Fiberglass (fibrous glass or glass wool) internal duct liner has been used as acoustical and thermal insulation in many Heating, Ventilation and Air Conditioning (HVAC) systems. Indoor Air Quality (IAQ) complaints may arise when the fiberglass internal duct liner deteriorates over time. Deteriorating fiberglass duct liner, which is typically black in color, can migrate through supply diffusers. The liner can deposit in occupied spaces and onto flat surfaces, where it can cause complaints and adverse health effects.

Due to ongoing concerns about exposure to deteriorating fiberglass duct liner, the Indoor Air Quality Work Group of the UC Industrial Hygienists/Safety Committee has decided to address the issue and develop this guidance for the UC campuses.

Adverse Health Effects

1. Fiberglass carcinogenicity has been studied and classified by the following organizations:

    - International Agency for Research on Cancer (IARC) has classified it as a possible human carcinogen
    - National Toxicology Program (NTP) has classified it as an animal carcinogen
    - American Conference of Governmental Industrial Hygienists (ACGIH) has classified it as an animal carcinogen (A3)
    - Environmental Protection Agency (EPA) has classified it as an animal carcinogen.

    Fiberglass, at a minimum, is an acute physical irritant to the skin, eyes, and upper respiratory tract. The following are occupational exposure limits for fibrous glass or glass wool fibers, developed by US and international agencies:

Agency/Organization	Exposure limit
Cal/OSHA PEL, 2001 (as an 8 hr TWA)	1.0 f/cc
ACGIH, 2008 TLV	1.0 f/cc A3
Safety & Health Committee, Bldg. & Construction Trades Department of the AFL-CIO (1991)	1.0 f/cc
Fed/OSHA REL (based on an 8 hr work day)	1.0 f/cc

Sweden	(as an 8 hr TWA)	1.0 f/cc
Norway	(as an 8 hr TWA)	1.0 f/c

2. Microbial Contamination

Numerous IAQ case studies have shown that fiberglass duct liner, combined with dust, dirt and moisture, is a very good medium for microbial growth (examples: mold, fungus, Legionella bacteria). Microbial contamination in the HVAC system can cause serious long term odor nuisance and health effects for building occupants. Internally lined ductwork is difficult to maintain and clean. A clean HVAC system is crucial to building occupant health and well-being.

Economic Impact

Prefabricated ducts with interior fiberglass liner are less expensive, resulting in a lower "up-front" construction cost. However, internal lining creates a resistance to airflow, causes static pressure drop, and is difficult to clean and maintain. It also reduces the capacity of the ductwork. Thus, the system requires more energy and has a higher long term cost.

Exterior insulation on the other hand, is initially more labor intensive and has higher "up-front" cost. However, the HVAC system requires less energy to operate, is cheaper to maintain, and has lower long term cost when compared to internal duct lining.

Alternatives for Insulating New Ductwork

1. Exterior Insulation:

   Insulating ducts on the exterior with bare metal on the interior is the ideal solution. Such a condition would eliminate dispersion of deteriorated fiberglass into the occupied space. It minimizes accumulation of dust and makes routine duct cleaning possible. Restrictions to air flow are minimized and overall, the system uses less energy to operate.

2. Other Types of Internal Liners:

   Another alternative would be a new type of duct liner, which does not deteriorate, does not absorb moisture, and has a smooth and cleanable surface. We located four new duct/AHU liner products, all of which are various polymer types.

Recommendations

The UC IAQ Work Group makes the following recommendations:

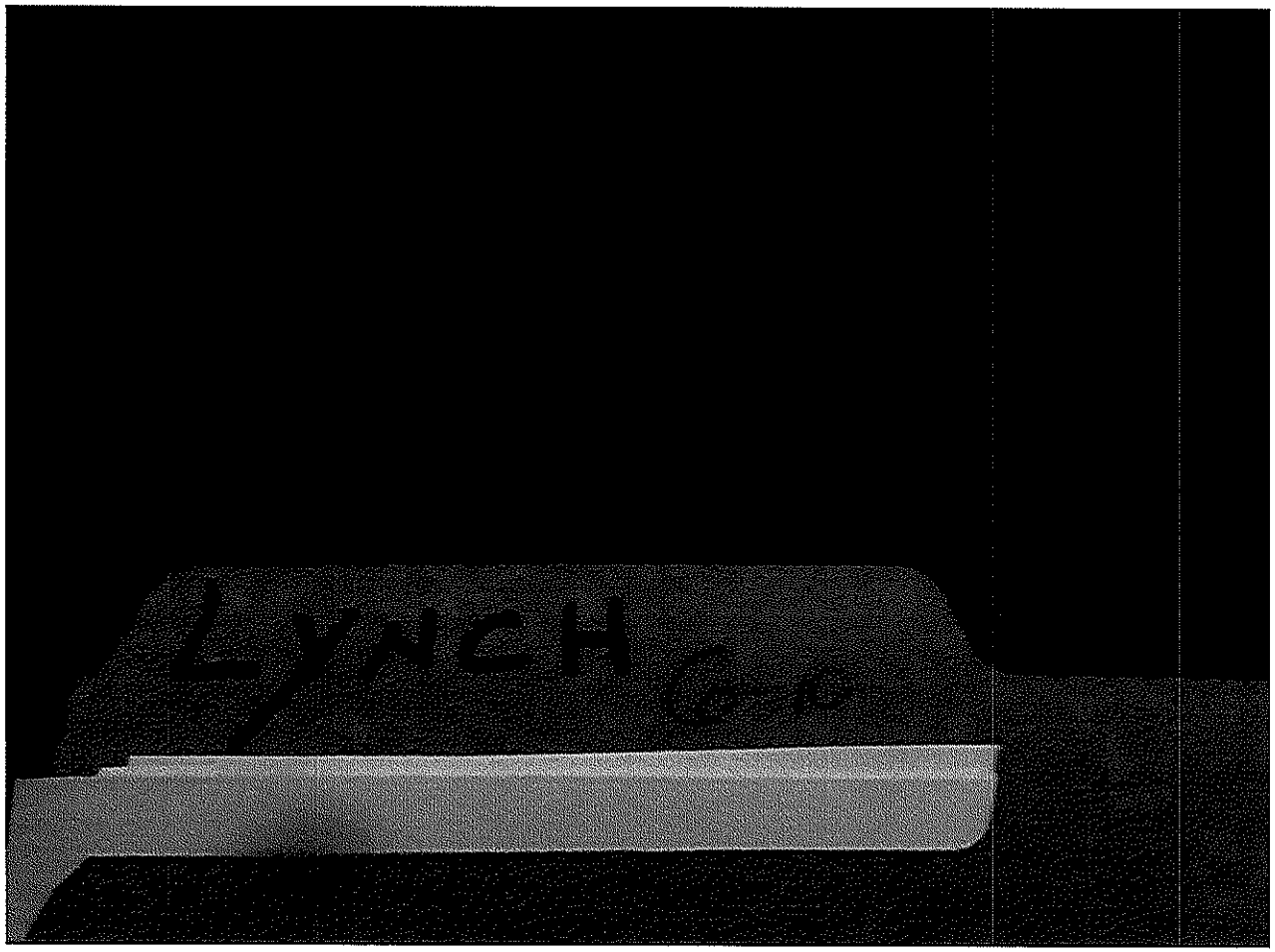
1. Fiberglass insulation shall not be used in the HVAC systems, including the supply and return air plenums.
2. Large HVAC systems typically do not need internal duct lining, as noise is controlled by sound baffles or external acoustical insulation at the source in the mechanical room.

3. Rooftop HVAC units with long horizontal duct runs can be wrapped externally with fiberglass for thermal insulation and sound baffles can be used for noise attenuation.
4. Rooftop package units with short vertical duct runs should be installed with sound baffles for noise attenuation.
5. Laboratory buildings shall not have any internally lined ductwork

REFERENCES

(1) Occupational Exposure, Toxic Properties And Work Practices Guidelines for Fiber Glass
American Industrial Hygiene Association (AIHA), 1991 edition
(2) Threshold Limit Values (TLV) For Chemical Substances & Physical Agents
American Conference of Governmental Industrial Hygienists (ACGIH); 2003
(3) Permissible Exposure Limits for Fibrous Glass
California Code of Regulations, Title 8, Section 5155
(4) Permissible Exposure Limits for Nuisance Dust (includes fiberglass) Code of Federal Regulations,
Part 1910.1000, Table Z-3

Lynch Residence Inspection – June 10, 2015


LYNCH

Water compromised A/C return fiberglass panels

Water compromised fiberglass panels to A/C return mold impacted

Water impacted A/C return

Holes cut into sidewall of A/C return

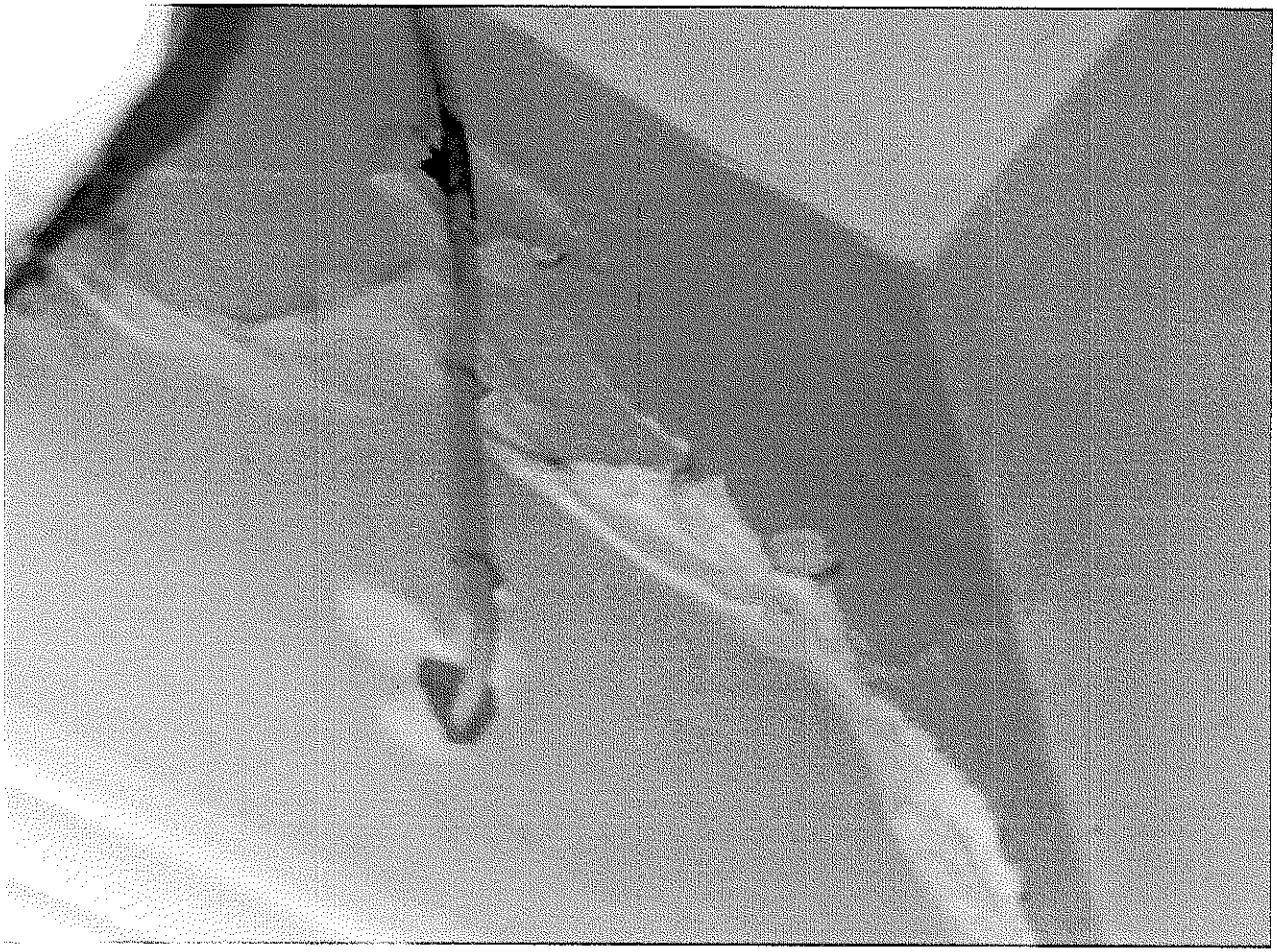
Water damaged fiberglass inside A/C return

Water compromise behind and at North wall of A/C closet

Water damage at North and East walls of A/C closet

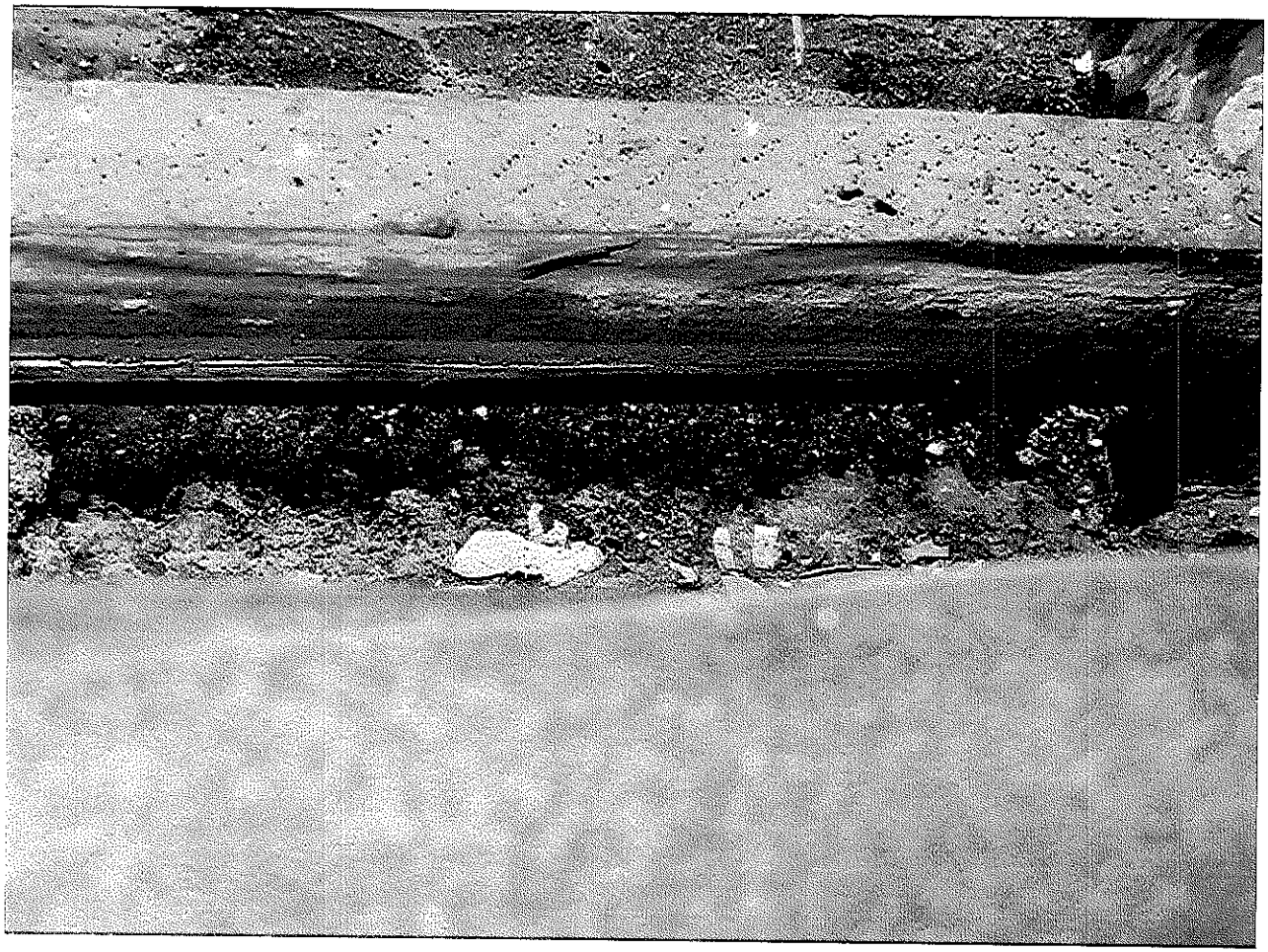
Water compromised North wall of A/C closet, adjacent children's bathroom

Water compromised A/C closet North wall



Inside A/C closet North wall cavity, adjacent bathroom

Visible mold in North wall cavity of A/C closet



Water compromised to lower cabinets from disposal leak

Water damage to lower cabinets behind disposal

Behind lower cabinets

Exhibit E.

Breakdown at cost for remediation in 2015.

Exhibit D — Breakdown of Cost for 2015 Mold Remediation

Description	Amount
Plumbing	$3,350.00
Cabinets	$9,023.43
Installation of cabinets	$2,125.00
Granite	$5,239.65
Fabrication	$4,195.00
Demolition, change windows, cut openings in wall	$2,125.00
Materials for demo	$625.00
Flooring (tile)	$5,552.15
Tile labor	$1,125.00
Tile Delivery	$375.00
Demo old kitchen	$1,250.00
Build out new bathroom, bar, desk	$1,875.00
Plumbing bathroom and bar	$1,125.00
Granite for bar	$1,125.00
Fabrication bar	$625.00
Kitchen, bathroom and bar hardware	$1,500.00
New A/C and all new duct work	$11,750.00
TOTAL	**$52,985.23**

Exhibit F.

Past remediation testing — Limited site Evaluation with Limited Environmental Sampling. AIRMD, November 19, 2015.

Corporate Headquarters:
7700 Congress Avenue
Suite 1119
Boca Raton, FL 33487

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Volatile Organic Compound Analysis

Water Quality Testing

LEED Testing

Post Remediation Testing - Limited Site Evaluation with Limited Environmental Sampling

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HEALTHY AIR FOR A HEALTHY ENVIRONMENT

Date: 11/19/15

Prepared For: Mr. Brendan Lynch

Project Address: 920 S Lakeside Drive, Lake Worth, FL 33460

1.0 Scope

AirMD conducted limited post remediation testing on November 16th, 2015. The testing assessed the kitchen, living room, and kid's bedroom areas. The need to obtain the samples and measurements was to understand whether visible mold, elevated moisture or elevated mold spore concentrations exist in the containment area at the time of our visit. AirMD conducted the assessment consistent with industry standards and practices. The purpose of the report is to detail our observations and findings. Only remediated areas were included in this scope and the entire property was not evaluated by AirMD at the time of our visit.

The observations made are based on a non-invasive assessment of the specific locations listed as those mentioned above. Hidden areas of mold growth and other environmental issues may exist in other areas of the property that was not part of the scope of work.

In accordance with Florida licensing statutes the activities necessary to perform the cleaning and verification of cleanliness of the Heating, Ventilating and Air Conditioning system (HVAC) must be completed by a qualified licensed mechanical contractor. As a result, the verification of cleanliness for the Heating, Ventilating and Air Conditioning system (HVAC) was not part of AirMD's scope of work.

2.0 Testing and Measurements Conducted

1. Visual Evaluation (assesses the conditions of the containment(s) and surrounding areas for dust, debris and mold).
2. Moisture Measurements (assess if remaining materials in the containment have moisture present).
3. Bio-aerosol Sampling (to assess whether there is a fungal spore presence in the ambient air).

3.0 Equipment Used

1. Moisture meter
2. Bio-aerosol air sampling pump

4.0 Materials

1. Slit impactor cassette

5.0 Summary

The subject address has been recently inspected and sampled for remediation of mold contamination in the kitchen and kid's bedroom. The purpose of the inspection was to determine the status of the remediation by visual inspection, measurement of moisture content in building materials, and collection of air samples. The purpose of this report is to summarize the results of the inspection and to document that the remediation has been successfully completed.

6.0 Findings

At the time of our visit the following observations were made:

Finding 1 – General Observations:

- The areas were visibly free from excess dust and debris.
- There were no visible signs of mold growth present.
- Indoor air quality inside the containment was satisfactory.

Finding 2 – Water/Moisture Intrusion:

Moisture mapping was conducted in limited areas throughout the property using a Delmhorst moisture meter. The moisture measurements should not be interpreted as exact moisture content measurements of a material but should be interpreted as the relative moisture reading of the material at the time of measurement.

Based on an ASHRAE journal titled "Moisture Control for Buildings", gypsum can retain approximately 1% moisture content before favorable conditions exist for microbial growth. As a result of this, as part of the moisture assessment, AirMD uses the following benchmarks as an interpretive guide to the conditions measured in the building materials tested.

>1.0 - Relative moisture present in the material tested that provides favorable conditions for microbial growth

0.8 - 0.9 - Relative moisture present (other factors such as humidity, water damage must be assessed for interpretation of the material tested).

0.1 - 0.7 – Recommended levels to prevent the opportunity for microbial growth

Elevated moisture was not detected in any of the materials tested in the property.

Finding 3 - Bio-aerosol Sampling:

Currently there are no generally accepted guidelines for fungi so utilizing comparison outdoor samples or statistically derived data is a practical approach to assess conditions in a property. It must be noted that this must be completed alongside a visual assessment as the data alone cannot be relied upon solely. According to the USEPA, when comparing indoor conditions to outdoors for the presence of mold, air samples should be compared by fungal type and quantity of fungal spores present. A typical indoor environment without a mold problem contains similar types with similar or lower quantities of fungal spores compared to outdoors levels. Fungal spore quantities higher than outdoors suggests a fungal reservoir(s) exists and is contributing mold spores to the indoor ambient air.

Bio-aerosol samples were procured using a sampling pump and slit impactor cassette containing a sticky acrylic matrix to trap particulate matter from the ambient air. All samples were analyzed using brightfield microscopy. The ambient air mold results identified fungal spores belonging to Aspergillus/ Penicillium grouping, Basidiospores, Cladosporium sp., Curvularia sp., Smut/Myxomyces/Periconia grouping, and Stachybotrys sp. (AEML, Inc. microbiology laboratory analysis) in the kitchen, living room, and kid's bedroom. The quantities measured were similar to or lower compared to the outdoor concentrations typically found in Florida (EMLAB P&K microbiology laboratory; statistically derived data). No outdoor sample was procured due to close proximity to water, which can have an effect on the sample results.

Note: Variability with outdoor samples over short time spans and changing weather conditions can occur, which result in a lack of confidence in the data when comparing outdoor to indoor samples. When necessary, AirMD utilizes a national accredited laboratory database of typical outdoor fungal concentrations (see table below), to compare indoor to outdoor samples as an aid in interpreting conditions along with the other important aspects of an assessment (including but not limited to visual observations, moisture mapping, particle counts).

Typical Florida Outdoor Fungal Comparisons (spores/m^3)			
Fungal Type	**Low**	**Medium**	**High**
Alternaria sp.	7	13	193
Basidiospores	27	373	10579
Bipolaris/Dreschlera group	7	13	187
Botrytis sp.	7	13	293
Chaetomium sp.	7	13	201
Cladosporium sp.	27	427	7817
Curvularia sp.	7	40	1034
Epicoccum sp.	7	20	314
Nigrospora sp.	7	17	213
Oidium sp.	7	13	158
Penicillium/Aspergillus types	27	213	3675
Rusts	7	13	361
Smuts	7	40	680
Stachybotrys sp.	7	13	400
Torula sp.	7	13	141

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7.0 Conclusion

AirMD, at the time of assessment, identified that the remediation was completed successfully and the fungal spore types identified and quantities measured were similar or lower compared to outdoor concentrations typically found in Florida.

Limitations: AirMD's evaluation and test results do not guarantee that the indoor environment is free from contaminates, gases, organisms or analytes sampled for. The customer understands that the there are limitations associated with the instrumentation used associated with accuracy, precision and uncertainty. Additionally, further limitations are present as a result of sampling and measurement methods/procedures utilized in testing and measuring as well as any or all other factors such as environmental and climatic conditions. The customer is aware that destructive testing was not performed and that the evaluation can only assess for conditions that are visible at the time of the evaluation. AirMD retains the right to supplement this report should additional information become available and/or further issues are discovered. AirMD reserves the right to assess the potential impact of the new information on the findings and to revise the report, if necessary, as warranted by the information or discovery.

AirMD's opinions as noted in the report are based on the findings and upon our professional experience with no warranty or guarantee implied. AirMD accepts no responsibility for interpretations or actions based on this report by others. The findings, results and conclusions as part of our assessment are only representative of conditions at the time of the AirMD visit and do not represent conditions at other times. This report is intended for your use and your assigned representatives. Its data and content shall not be used or relied upon by other parties without prior written authorization of AirMD.

Sincerely,

Alejandra Perez
Senior Consultant
State of Florida Mold Assessor License: MRSA 2302

Simon Hahessy
AirMD
7700 Congress Ave., Suite 1119
Boca Raton, FL 33487

AEML, Inc.
1301 E. Atlantic Blvd., Suite 5
Pompano Beach, FL 33060
Phone: (954) 333-8149
Fax: (954) 333-8151
email: customerservice@aemlinc.com

Project: 15-03795AP Lynch Res.

Batch: 76397

Sampled: 11/16/2015
Received: 11/17/2015
Analysis Date: 11/17/2015
Report Date: 11/17/2015

AEML Test: A001 Spore Trap Analysis

Sample ID:	151117L009			151117L010			151117L011		
Client Sample ID:	21888681 Kid's Bed			21888698 LR			21888671 Kit		
Volume Sampled (L):	75			75			75		
Media:	Air-O-Cell			Air-O-Cell			Air-O-Cell		
Percent of Trace Analyzed:	100% at 600X Magnification			100% at 600X Magnification			100% at 600X Magnification		
Spore Types	**Raw Count**	**Count/m^3**	**%**	**Raw Count**	**Count/m^3**	**%**	**Raw Count**	**Count/m^3**	**%**
Alternaria	–	–	–	–	–	–	–	–	–
Arthrinium	–	–	–	–	–	–	–	–	–
Ascospores	–	–	–	–	–	–	–	–	–
Aspergillus/Penicillium-Like	11	147	73	17	227	81	9	120	82
Basidiospores	1	13	7	–	–	–	–	–	–
Bipolaris/Dreschlera	–	–	–	–	–	–	–	–	–
Botrytis	–	–	–	–	–	–	–	–	–
Chaetomium	–	–	–	–	–	–	–	–	–
Cladosporium	–	–	–	–	–	–	1	13	9
Curvularia	1	13	7	1	13	5	–	–	–
Epicoccum	–	–	–	–	–	–	–	–	–
Fusarium	–	–	–	–	–	–	–	–	–
Ganoderma	–	–	–	–	–	–	–	–	–
Memnoniella	–	–	–	–	–	–	–	–	–
Nigrospora	–	–	–	–	–	–	–	–	–
Oidium/Peronospora	–	–	–	–	–	–	–	–	–
Pithomyces	–	–	–	–	–	–	–	–	–
Rust	–	–	–	–	–	–	–	–	–
Smut/Myxomyces/Periconia	1	13	7	1	13	5	1	13	9
Stachybotrys	1	13	7	2	27	10	–	–	–
Torula	–	–	–	–	–	–	–	–	–
Ulocladium	–	–	–	–	–	–	–	–	–
Unidentified Spores	–	–	–	–	–	–	–	–	–
Total Spores	**15**	**200**		**21**	**280**		**11**	**147**	
Hyphal Fragments	1	13		1	13		1	13	
Pollen	1	13		–	–		–	–	
Debris Rating	3			4			4		
Detection Limit	13			13			13		

Joshua Krinsky
Technical Director

Results submitted pertain only to the samples as presented on the accompanying Chain of Custody.
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ACCREDITED TESTING CERT #2372.01

Exhibit G.

SAEML, Inc. Microbiology Laboratories A002
Expanded Spore Trap Analysis, February 8, 2017.

Simon Hahessy
AirMD
7700 Congress Ave., Suite 1119
Boca Raton, FL 33487

AEML, Inc.
1301 E. Atlantic Blvd., Suite 5
Pompano Beach, FL 33060
Phone: (954) 333-8149
Fax: (954) 333-8151
email: customerservice@aemlinc.com

Project: 17-00470-SH Lynch Res

Batch: 111439

Sampled: 2/7/2017
Received: 2/8/2017
Analysis Date: 2/8/2017
Report Date: 2/8/2017

AEML Test: A002 Expanded Spore Trap Analysis

Sample ID:	170208K016	170208K017	170208K018
Client Sample ID:	23934650 M. Bath	23934636 Boy's Play Room	23934637 Office
Volume Sampled (L):	150	150	150
Media:	Air-O-Cell	Air-O-Cell	Air-O-Cell
Percent of Trace Analyzed:	100% at 600X Magnification	100% at 600X Magnification	100% at 600X Magnification

Spore Types	**Raw Count**	**Count/m^3**	**%**	**Raw Count**	**Count/m^3**	**%**	**Raw Count**	**Count/m^3**	**%**
Alternaria	–	–	–	–	–	–	–	–	–
Arthrinium	–	–	–	–	–	–	–	–	–
Ascospores	1	7	4	2	13	29	3	20	10
Aspergillus/Penicillium-Like	18	120	69	1	7	14	4	27	14
Basidiospores	–	–	–	3	20	43	2	13	7
Bipolaris/Dreschlera	3	20	12	–	–	–	1	7	3
Botrytis	–	–	–	–	–	–	–	–	–
Chaetomium	–	–	–	–	–	–	1	7	3
Cladosporium	2	13	8	1	7	14	2	13	7
Curvularia	2	13	8	–	–	–	7	47	24
Epicoccum	–	–	–	–	–	–	–	–	–
Fusarium	–	–	–	–	–	–	–	–	–
Ganoderma	–	–	–	–	–	–	2	13	7
Memnoniella	–	–	–	–	–	–	–	–	–
Nigrospora	–	–	–	–	–	–	3	20	10
Oidium/Peronospora	–	–	–	–	–	–	–	–	–
Pithomyces	–	–	–	–	–	–	1	7	3
Rust	–	–	–	–	–	–	3	20	10
Smut/Myxomyces/Periconia	–	–	–	–	–	–	–	–	–
Stachybotrys	–	–	–	–	–	–	–	–	–
Torula	–	–	–	–	–	–	–	–	–
Ulocladium	–	–	–	–	–	–	–	–	–
Unidentified Spores	–	–	–	–	–	–	–	–	–
Total Spores	**26**	**173**		**7**	**47**		**29**	**193**	
Hyphal Fragments	3	20		–	–		11	73	
Pollen	1	7		–	–		1	7	
Fiberglass	–	–		–	–		–	–	
Fibers	104	693		23	153		235	1,567	
Insect Parts	2	13		–	–		2	13	
Skin Cells	756*	5,040		93	620		1,548*	10,320	
Debris Rating	3			2			3		
Detection Limit	7			7			7		

* Estimation performed due to high count.

Joshua Krinsky
Technical Director

Results submitted pertain only to the samples as presented on the accompanying Chain of Custody.
This report shall not be reproduced, except in its entirety and with the written approval of AEML.

ACCREDITED
TESTING CERT #2572.01

Exhibit H.

Certificate of Mold Analysis, Pro-Lab, November 20, 2017.

PRO-LAB®
1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

BERMAN INSPECTION SERVICES
5197 PALAZZO PL
BOYNTON BEACH , FL 33437

Certificate of Mold Analysis

Prepared for:	BERMAN INSPECTION SERVICES
Phone Number:	(215) 605-4380
Fax Number:	(215) 938-8989
Project Name:	L. LYNCH
Test Location:	920 S. LAKESIDE DR
	LAKE WORTH, FL 33346
Chain of Custody #:	1092747
Received Date:	November 29, 2017
Report Date:	November 30, 2017

Carlos Ochoa, Technical and Quality Control Manager

Currently there are no Federal regulations for evaluating potential health effects of fungal contamination and remediation. This information is subject to change as more information regarding fungal contaminants becomes available. For more information visit http://www.epa.gov/mold or www.nyc.gov/html/doh/html/epi/mold.shtml. This document was designed to follow currently known industry guidelines for the interpretation of microbial sampling, analysis, and remediation. Since interpretation of mold analysis reports is a scientific work in progress, it may as such be changed at any time without notice. The client is solely responsible for the use or interpretation. PRO-LAB/SSPTM Inc. makes no express or implied warranties as to health of a property from only the samples sent to their laboratory for analysis. The Client is hereby notified that due to the subjective nature of fungal analysis and the mold growth process, laboratory samples can and do change over time relative to the originally sampled material. PRO-LAB/SSPTM Inc. reserves the right to properly dispose of all samples after the testing of such samples are sufficiently completed or after a 7 day period, whichever is greater.

AIHA LAP, LLC
ACCREDITED LABORATORY
ENVIRONMENTAL MICROBIOLOGY
ISO/IEC 17025:2005
WWW.ANAACCREDITATION.ORG
LAB # 163230

For more information please contact PRO-LAB at (954) 384-4446 or email info@prolabinc.com

PRO-LAB®

1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : BERMAN INSPECTION SERVICES

Test Address : L. LYNCH
920 S. LAKESIDE DR
LAKE WORTH, FL 33346

ANALYSIS METHOD	Spore trap analysis	Spore trap analysis	Direct Microscopic Exam	INTENTIONALLY BLANK
LOCATION	EXTERIOR - FRONT	INTERIOR - LIVING ROOM	ATTIC - RAFTER	
COC / LINE #	1092747-1	1092747-2	1092747-3	
SAMPLE TYPE & VOLUME	AIR-O-CELL - 150L	AIR-O-CELL - 150L	TAPE	
SERIAL NUMBER	25191242	25191241	TAPE LIFT	
COLLECTION DATE	Nov 27, 2017	Nov 27, 2017	Nov 27, 2017	
ANALYSIS DATE	Nov 30, 2017	Nov 30, 2017	Nov 30, 2017	
CONCLUSION	CONTROL	NOT ELEVATED	NORMAL	

IDENTIFICATION	Raw Count	Spores per m³	Percent of Total	Raw Count	Spores per m³	Percent of Total		Mold Present		Raw Count	Spores per m³	Percent of Total
Curvularia	4	27	13	20	130	49						
Ganoderma	4	27	13									
Nigrospora	4	27	13									
Other Basidiospores	20	130	62	4	27	10						
Penicillium/Aspergillus				12	80	30						
Smuts, myxomycetes				4	27	10		X				
TOTAL SPORES	32	211	100	40	264	100		NA				
MINIMUM DETECTION LIMIT*	4	27		4	27			NA				
BACKGROUND DEBRIS	Light			Light				Not Applicable				
Cellulose Fiber	8	53		4	27							
Insect Fragments	4	27										
Pollen				4	27							
OBSERVATIONS & COMMENTS								No presence of current or former growth observed. Only normally settled spores observed.				

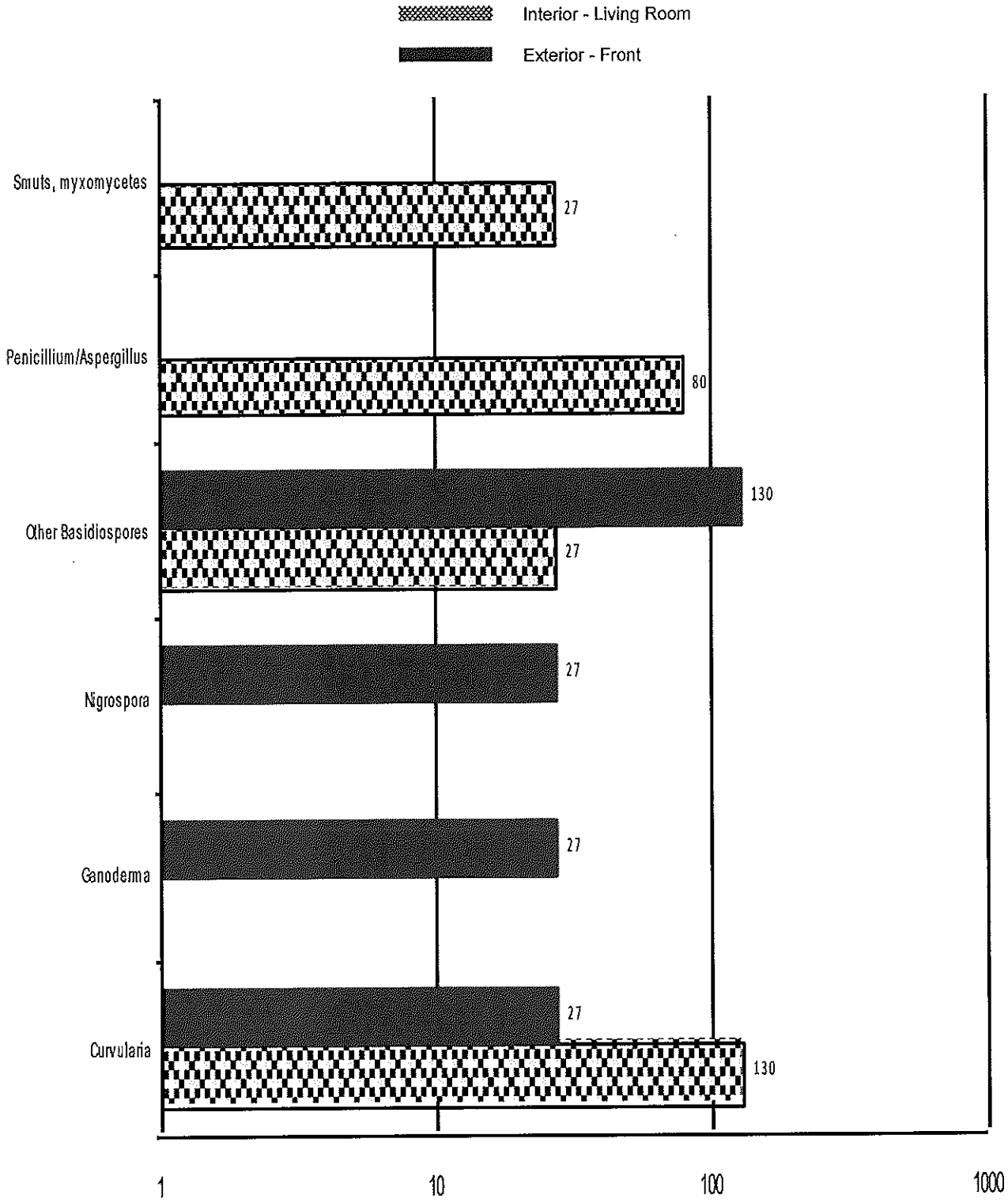
Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the stide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%.
* **Minimum Detection Limit**. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample.
NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

Interpretation Guidelines: A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.
CONTROL is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).
ELEVATED means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium, Fusarium, Memnoniella, Stachybotrys, Scopulariopsis, Uiocladium.*
NOT ELEVATED means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.
UNUSUAL means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.
NORMAL means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.

PRO-LAB®
1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Chain of Custody # 1092747



Identification	Outdoor Habitat	Indoor Habitat	Possible Allergic Potential Not an opinion or interpretation	Comments
Curvularia	Commonly found everywhere on soil and plant debris.	Capable of growing on many cellulytic substrates like wallboard and wood.	Type I (hay fever and asthma) and common cause of allergenic sinusitis.	
Ganoderma	Common everywhere growing on hardwood trees.	None known.	None known.	
Nigrospora	Commonly found everywhere. Grows on decaying plant material	Does not normally grow on building materials, but occasionally can be found growing on wallboard.	Type I (hay fever and asthma) allergies.	Very distinctive spore that is easy to identify.
Basidiospores	Commonly found everywhere, especially in the late summer and fall. These spores are from Mushrooms.	Mushrooms are not normally found growing indoors, but can grow on wet lumber, especially in crawlspaces. Sometimes mushrooms can be seen growing in flower pots indoors.	Some allergenicity reported. Type I (hay fever, asthma) and Type III (hypersensitivity pneumonitis).	Among the group of Mushrooms (Basidiomycetes) are dry rot fungi Serpula and Poria that are particularly destructive to buildings.
Penicillium/Aspergillus	Common everywhere. Normally found in the air in small amounts in outdoor air. Grows on nearly everything.	Wetted wallboard, wood, food, leather, etc. Able to grow on many substrates indoors.	Type I (hay fever and asthma) allergies and Type III (hypersensitivity pneumonitis) allergies.	This is a combination group of Penicillium and Aspergillus and is used when only the spores are seen. The spores are so similar that they cannot be reliably separated into their respective genera.
Smuts, myxomycetes	Commonly found everywhere, espcially on logs, grasses and weeds.	Smuts don't normally grow indoors, but can occasionally be found on things brought from outside and stored in the house. Myxomycetes can occasionally grow indoors, but need lots of water to be established.	Type I (hay fever and asthma) allergies.	Smuts and myxomycetes are a combined group of organisms because their spores look so similar and cannot be reliably distinquished from each other.

Exhibit I.

MoldREPORT - Mold Bros. LLC, September 27, 2018.

Mold Bros LLC
Mr. Dominic Tortorello
6149 Wauconda Way E
Lake Worth, FL 33463 USA
(561) 332-1881

INSPECT. ANALYZE. INTERPRET.

MoldREPORT™

EMLab P & K

www.MoldREPORT.com

info@MoldREPORT.com

Approved by:

Technical Manager
Balu Krishnan

Dates of Analysis:
MoldReport Spore trap: 09-27-2018

Service SOPs:
MoldReport Spore trap (EM-MY-S-1038)†

†AIHA-LAP, LLC accredited service, Lab ID #173067

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the items tested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Mold Bros LLC
Contact: Mr. Dominic Tortorello
Project: Lynch - 500028; 920 Lakeside Dr.
Date of Sampling: 09-25-2018
Date of Receipt: 09-26-2018
Date of Report: 09-27-2018

MoldREPORT
EMLab P & K
6301 NW 5th way, Suite#: 1410, Ft. Lauderdale, FL 33309
(866) 871-1984 Fax (954) 776-8485

Table of Contents

Thank you for choosing MoldREPORT™ from EMLab P&K. Our mission is to provide industry leadership for the assessment of mold in the home indoor environment.

Your MoldREPORT™ is designed and intended for use by professional inspectors in office and residential home inspections to help in the assessment of mold growth in the living areas sampled by professional inspectors. Our laboratory analysis is based on the samples submitted to EMLab P&K. Please read the entire report to fully understand the complete MoldREPORT™ process. The following is a summary of the report sections:

1. Detailed Results of Sample Analysis - Laboratory results from the samples collected at the site.

2. Understanding Your Sample Analysis Results - Detailed summary of how to understand the analytical results from the air samples and/or surface samples including interpretive guidelines.

3. Important Information, Terms and Conditions - General information to help you understand and interpret your MoldREPORT™, including important terms, conditions and applicable legal provision relating to this report.

4. Scope and Limitations - Important information regarding the scope of the MoldREPORT™ system, and limitations
of mold inspection, air sampling, and surface sampling.

5. Glossary - Definitions and descriptions of frequently used terms and commonly found mold.

6. References and Resources - Literature, websites, and other materials that can provide more in-depth information about mold and indoor air quality.

This report is generated by EMLab P&K at the request, and for the exclusive use, of the EMLab P&K client named in this report. Important terms, conditions, and limitations apply. The EMLab P&K client and all readers of this report are advised to completely read the information, terms, conditions and limitations of this report.
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EMLab P&K, LLC

Client: Mold Bros LLC
Contact: Mr. Dominic Tortorello
Project: Lynch - 500028; 920 Lakeside Dr.
Date of Sampling: 09-25-2018
Date of Receipt: 09-26-2018
Date of Report: 09-27-2018

MoldREPORT
EMLab P & K
6301 NW 5th way, Suite#: 1410, Ft. Lauderdale, FL 33309
(866) 871-1984 Fax (954) 776-8485

Summary of Sample Analysis Results

Do not take any action based on the results of this report until you have read the entire report.

Air Sample Summary:

The MoldSCORE™ was in the LOW range for the following area(s): 25671971. A low MoldSCORE™ indicates the air sample did not detect, relative to the outside air, the presence of indoor mold growth in this room at the time of sampling.

Please see the sections titled "Detailed Results of the Air Sample Analysis" and "Understanding Your Air Sample Analysis Results" for important additional information.

Location	MoldSCORE™			Exposure Level			
	Lower <110	200	Higher 300	Mold Score	Lower <200	1K 10K	Higher >70K	Location spores/m3	Outside spores/m3
25671971: Inside * see p. 4 for details				100				< 13	93

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EMLab P&K, LLC

Client: Mold Bros LLC
Contact: Mr. Dominic Tortorello
Project: Lynch - 500028; 920 Lakeside Dr.
Date of Sampling: 09-25-2018
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MoldREPORT
EMLab P & K
6301 NW 5th way, Suite#: 1410, Ft. Lauderdale, FL 33309
(866) 871-1984 Fax (954) 776-8485

Detailed Results of the Air Sample Analysis

Location Lab ID-version:‡ 9476194-1	Overall Mold Source Assessment* (Likelihood spores originated inside) Lower <110 / 200 / Higher 300 / Mold Score	Overall Exposure Level (Shown on a log scale) Lower <200 / 1K / 10K / Higher >70K / Location spores/m3 / Location raw ct	Outside ‡9476195-1 25671983 spores/m3	Outside ‡9476195-1 25671983 raw ct
25671971: Inside	100	< 13	0	93	7

Indicators of Mold Growth Indoors

	Indicator Mold Source Assessment* (Likelihood spores originated inside) Mold Score	Indicator Exposure Level (Shown on a log scale) Location spores/m3	Location raw ct	Outside spores/m3	Outside raw ct
A) Penicillium/Aspergillus types**	100	< 13	0	27	2
B) Cladosporium species spores	100	< 13	0	< 13	0
C) Basidiospores	100	< 13	0	13	1
D) "Marker" spore types***	100	< 13	0	< 13	0
E) "Other" spore types***,****	100	< 13	0	53	4

Other Sample Information

Sample clarity & visibility

	Good	Moderate	Poor
Location		X	
Outside	X		

"Good" = background debris is light enough to pose no difficulty in analyzing air samples.
"Poor" = background debris so heavy that it poses a significant difficulty in analyzing the air sample accurately. Results are most likely lower limits.

Other "normal trapping" spores***

Exposure Level (Highly unlikely to be from indoors) Lower <200 / 1K / 10K / Higher >70K	Location spores/m3	Location raw ct	Outside spores/m3	Outside raw ct
	< 13	0	< 13	0

	Location	Outside
Sample volume (liters)	75	75

Comments

Location	No spores detected.
Outside	None

* Rated on a scale from low to high. A MoldSCORE™ rating of <150 is low and indicates a low probability of spores originating inside. A MoldSCORE™ rating of >250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A MoldSCORE™ between 150 and 250 indicates a moderate likelihood of indoor fungal growth. EMLab P&K's MoldSCORE™ analysis is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the MoldSCORE™ analysis on other samples (like wall cavity samples) will lead to misleading results.

** The spores of *Penicillium* and *Aspergillus* (and others such as *Acremonium* and *Paecilomyces)* are small and round with very few distinguishing characteristics. They cannot be differentiated by spore trap sampling methods. Also some species with very small spores are easily missed, and may be undercounted. The *Penicillium/Aspergillus* indicator operates on the assumption that the majority of the spores in this category are, in fact, *Penicillium* or *Aspergillus.*

*** The spores reported in this category come from many different mold types. As a result, the mold types represented by the counts for the "Location" sample may be different than the mold types represented by the counts for the outside sample. The totals shown are the summation of the rounded values for the spores types in the category and may contain more than two significant figures.

**** The spores of smuts, *Periconia,* and myxomycetes look similar and cannot generally be distinguished by spore trap analysis. Smuts are plant pathogens and are not likely to be on indoor surfaces. *Periconia* is rarely found growing indoors. However, myxomycetes, the spores of which look similar, can occasionally grow indoors. Because there is a small probability of indoor sources, these spore types are indicated in the "other" spore types category. False positives may result if the spores are smuts, not myxomycetes.

‡A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".
Total spores/m3 has been rounded to two significant figures to reflect analytical precision.
The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.
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Understanding Your Air Sample Analysis Results

Description of the Air MoldREPORT™ Analysis
Mold spores are present in virtually all environments, both indoors and outdoors, with a few notable exceptions such as industrial clean rooms and hospital organ transplant rooms. Generally, in "normal" or "clean" indoor environments, indoor spore levels are lower, on average, than outdoor levels. However, even the most simple rules (such as "inside/outside" ratios) are not always appropriate for determining whether there is a source of mold growth indoors, and may provide false or misleading results. One reason these simple methods do not always work is because both outdoor and indoor spores levels vary widely due to factors such as weather conditions and activity levels within the room. For example, even in a "normal" home, spore levels can be higher than outdoors at certain times, such as after vacuuming (when airborne indoor levels could be unusually high) or after a heavy snow (when outdoor levels could be unusually low).

MoldREPORT™ is designed and intended to provide an easily understood report for residential home inspections to help in the assessment of mold growth in the living areas sampled. MoldREPORT™ relies on non-invasive and non-destructive tests, so it cannot guarantee that hidden mold problems will be detected and reported. MoldREPORT™ results apply only to the rooms or areas tested, at the time of sampling. Factors taken into consideration include, but are not limited to, the distribution of spore types, absolute levels inside and outside, relative levels inside and outside, the range and variation of spore levels that normally occur outside, and the types of spores present.

Providing you with a helpful, understandable and top quality interpretation requires special expertise. EMLab P&K recognizes this and has taken the following steps to provide the best possible interpretation of your air sampling results.

1. Your samples were analyzed by EMLab P&K,

2. We utilize the proprietary MoldREPORT™ analysis system, which was developed by a team including leading professionals in the indoor air quality (IAQ) industry.

MoldSCORE™
The MoldSCORE™ indicates the likelihood, based upon the air sample laboratory data, that there is unusual or excessive mold growth in the properly sampled indoor area(s). It is calculated using EMLab P&K's proprietary MoldREPORT™ system, based upon the indicator scores described in the following paragraphs. When the on-site inspection and sampling are done properly, MoldREPORT™ is less likely to give false results than other, simpler methods of interpretation often employed for routine home inspections, such as ratio analysis. It is important to bear in mind that any analytical method, findings, and interpretation should be used with a degree of caution and common sense. Any decisions related to health should be made in consultation with a medical doctor, and nothing in this report is intended to provide medical advice or indicate whether a medical or safety problem exists.

Descriptions of the indicators:

Quantity and concentration of *Penicillium/Aspergillus* spore types
This score indicates the likelihood that spores of *Penicillium* or *Aspergillus* present in the indoor sample originated from indoor sources. A high score suggests that there is a high probability that *Penicillium* or *Aspergillus* is originating indoors, such as from active mold growth. A low score indicates that the spores present are more likely to have originated from outdoor sources and come inside through doors and windows, carried in on people's clothing, or similar methods. *Penicillium* and *Aspergillus* are among the most common molds found growing indoors and are one of the more commonly found molds outside as well. Their spores are frequently present in both outdoor and indoor air, even in relatively clean, mold-growth-free, indoor environments. Additionally, their levels vary significantly based upon activity levels, dustiness, weather conditions, outside air exchange rates, and other factors.

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Understanding Your Air Sample Analysis Results (continued)

Quantity and concentration of *Cladosporium* spores
This score indicates the likelihood that spores of *Cladosporium* present in the indoor sample originated from indoor sources. A high rating indicates that there is probably a source of *Cladosporium* spores in this location. *Cladosporium* is one of the most commonly found molds outdoors and is also frequently found growing indoors. Even more so than *Penicillium* and *Aspergillus,* spores from *Cladosporium* are generally present in outdoor and indoor air, even in relatively clean, mold-growth-free, indoor environments. Its levels also vary based upon activity levels, weather conditions, dustiness, outside air exchange rates, and other factors.

Quantity and concentration of basidiospores
This score indicates the likelihood that basidiospores present in the indoor sample originated from indoor sources. Basidiospores are extremely common outdoors and originate from fungi in gardens, forests, and woodlands. It is rare for the source of basidiospores to be indoors because basidiospores are produced by a group of fungi that includes mushrooms and other "macrofungi" (and are not technically molds). Their concentrations can be extremely high outdoors during wet conditions such as rain. Nevertheless, in certain conditions basidiospores can be produced indoors, and a high rating indicates that there is probably a source of basidiospores indoors. One reason basidiospores are important is that they can be an indicator of wood decay (e.g. "dry rot"), a condition that can dramatically reduce the structural integrity of a building.

Quantity and concentration of "marker" spore types
This score indicates the likelihood that certain distinctive types of mold present in the indoor sample originated from indoor sources. Certain types of mold are generally found in very low numbers outdoors. Consequently, their presence indoors, even in relatively low numbers compared to *Penicillium,* for example, is often an indication that these molds are originating from growth indoors. When present, these mold types are often the clearest indicator of a mold problem. Note, however, that the absence of marker spore types does not mean that a mold problem does not exist in a house; it just means that if a problem is present, it either involves types of mold that are more commonly found both indoors and outdoors, or that the spores from these molds were not airborne at the time of sampling.

Quantity and concentration of "other" spore types
This score indicates the likelihood that other types of mold present in the indoor sample originated from indoor sources. This score includes a heterogeneous group of genera that are not covered by any of the scores discussed above, and so it is difficult to make generalizations about this group. Molds in the "other" category are generally found outdoors in moderate numbers, and are therefore not considered markers of indoor growth. They are frequently found indoors but in lower numbers compared to *Cladosporium* and *Penicillium/Aspergillus* spores.

Other Sample Information:

Sample clarity and visibility
Air samples collect dirt and debris in addition to mold spores. Higher levels of debris make analysis more difficult, because they obscure the analyst's view of spores and can therefore lead to undercounting of the mold spores present. When sample clarity and visibility is rated "poor", the analytical results should be regarded as minimal and actual counts may be higher than reported.

Other "normal trapping" spores
Some molds do not grow on wet building materials and, consequently, are not usually indicative of building problems, or growth on building surfaces. Strict plant pathogens, for example, even if present in high numbers indoors, are not an indication of a building leak or mold growth on a wall or carpet. This section of the report focuses on the exposure level that may be due to these spore types.

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Understanding Your Air Sample Analysis Results (continued)

Sample volume
The "sample volume" indicates the volume of air sampled and is reported in liters. A high volume indicates a greater sensitivity, but is more likely to result in poor sample clarity and visibility. A low volume is more likely to have good sample clarity and visibility, but has less sensitivity.

Comments
This is where analysts can comment on unusual details or add additional information that is not captured by the other areas of the air sampling report.

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Interpretive Guidelines to MoldSCORE™ Levels

MoldSCORE™ Level: LOW
A low MoldSCORE™ indicates the air sample did not detect, relative to the outside air, the presence of indoor mold growth in this room at the time of sampling. This result, by itself, is evidence for, but does not prove, the absence of indoor mold growth in the location sampled.

Mold is a living organism that can grow very rapidly under certain conditions. If any portion of the room tested is, or has been, damp for an extended period since the time of testing, the likelihood of mold growth may have increased substantially since the time of the inspection.

MoldSCORE™ Level: MODERATE
The air sampling MoldSCORE™ indicated the possibility of mold growth indoors. Generally, a MODERATE level means that the results are inconclusive, and suggests that a more detailed inspection may make sense if there are any other reasons to believe that mold growth could be a problem in this location. Indoor mold growth is a possibility, but was not confirmed in the areas sampled at the time of the inspection. Factors such as recent cleaning, HVAC cycles, high winds, rain, or other indoor or outdoor conditions could have contributed to a MODERATE result in the absence of indoor mold growth. If mold growth is found, regardless of the magnitude of the growth, it is recommended that the growth be physically removed using appropriate controls and precautions. If mold has been located and removed, it is also important to identify and correct the source of moisture or dampness that allowed the mold to grow. If the affected area becomes moist again, mold growth will occur again. We recommend that you consult a professional if you are not familiar with how to locate and safely remove mold growth or how to identify and correct moisture problems that may exist.

Mold is a living organism that can grow very rapidly under certain conditions. If any portion of the room tested is, or has been, damp for an extended period since the time of testing, the likelihood of mold growth may have increased substantially since the time of the inspection.

MoldSCORE™ Level: HIGH
The air sampling MoldSCORE™ indicated a high likelihood of mold growth in the area tested at the time of the inspection. This result is NOT necessarily an indication that any such mold growth was extensive. If mold growth is found, regardless of the magnitude of the growth, it is recommended that the growth be physically removed using appropriate controls and precautions. If mold has been located and removed, it is also important to identify and correct the source of moisture or dampness that allowed the mold to grow. If the affected area becomes moist again, mold growth will occur again. We recommend that you consult a professional if you are not familiar with how to locate and safely remove mold growth or how to identify and correct moisture problems that may exist.

Health concerns
Neither this report nor any MoldSCORE™ rating is intended to provide medical advice, nor shall it be interpreted as an indicator of potential medical or safety problems. If you have concerns or questions relating to your health, please contact your physician for advice.

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Important Information, Terms and Conditions Relating to your MoldREPORT™

The study and understanding of molds is a progressing science. Because different methods of sampling, collection and analysis exist within the indoor air quality industry, different inspectors or analysts may not always agree on the mold concentrations present in a given environment. Additionally, the airborne levels of mold change frequently and by large amounts due to many factors including activity levels, weather, air exchange rates (indoors), and disturbance of growth sites. It is possible for report interpretations and ranges of accuracy to vary since comprehensive, generally accepted industry standards do not currently exist for indoor air quality inspections of mold in residential indoor environments. MoldREPORT™ is intended to provide an analysis based upon samples taken at the site at the time of the inspection. Mold levels can and do change rapidly, especially if home building materials or contents remain wet for more than 24 hours, or if they are wet frequently. MoldREPORT™ is not intended to provide medical or healthcare advice. All allergy or medical-related questions and concerns, including health concerns relating to possible mold exposure, should be directed to a qualified physician. If this report indicates scores that are higher than in typical indoor living spaces relative to the outdoor environment, or indicates any findings that are of concern to you, further evaluation by a trained mold professional or a Certified Industrial Hygienist (CIH) may be advisable.

Warranties, legal disclaimers and limitations
MoldREPORT™ is designed and intended for use only in residential home inspections to help in the assessment of mold growth in the living areas sampled. Our laboratory analysis and report are based on the samples submitted to EMLab P&K. The inspection(s) and sampling should be performed only by a licensed and professional home inspector, environmental mold specialist, industrial hygienist or residential appraiser trained and qualified to conduct mold inspections in residential buildings. Client agrees to these conditions for the on-site project inspection.

This MoldREPORT™ is generated by EMLab P&K at the request of, and for the exclusive use of, the EMLab P&K client named on this report. The analysis of the test samples is performed by EMLab P&K. EMLab P&K's policy is that reports and test results will not be released to any third party without prior written consent from EMLab P&K's client. This report applies only to the samples taken at the time, place and location referenced in the report and received by EMLab P&K, and to the property and weather conditions existing at that time only. Please be aware, however, that property conditions, inspection findings and laboratory results can and do change over time relative to the original sampling due to changing conditions, the normal fluctuation of airborne mold, and many other factors. Client and reader are advised that EMLab P&K does not furnish, and has no responsibility for, the inspector or inspection service that performs the inspection or collects the test samples. It is the responsibility of the end-user of this report to select a properly trained professional to conduct the inspection and collect appropriate samples for analysis and interpretation by MoldREPORT™. None of EMLab P&K, EMLab P&K or their affiliates, subsidiaries, suppliers, employees, agents, contractors and attorneys (each an "EMLab P&K-related party") are able to make and do not make any determinations as to the safety or health condition of a property in this report. The client and client's customer are solely responsible for the use of, and any determinations made from, this report, and no EMLab P&K-related party shall have any liability with respect to decisions or recommendations made or actions taken by either the client or the client's customer based on the report.

Except as expressly provided for hereunder, each EMLab P&K-related party hereby expressly disclaims any and all representations and warranties of any kind or nature, whether express, implied or statutory, related to the testing services or this report. Additionally, neither this report nor any EMLab P&K-related party make any express or implied warranty or guarantee regarding the inspection or sampling done by the inspector, the qualifications, training or sampling methodology used by the inspector performing the sampling and inspection reported herein, or the accuracy of any information provided to any EMLab P&K-related party serving as a basis for this report. EMLab P&K reserves the right to change its scoring method at any time without notice. EMLab P&K reserves the right to dispose of samples two weeks after analysis unless otherwise specified by the client. If the client chooses to have EMLab P&K continue to retain the samples after this two week period, the client must provide written notification to EMLab P&K of this request. EMLab P&K reserves the right to charge for the additional sample storage.

In no event will any EMLab P&K-related party be liable for any special, indirect, incidental, punitive, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, arising from or related to the testing services or this report. The aggregate liability of the EMLab P&K-related parties related to or arising from this report, whether under contract law, tort law, warranty or otherwise, shall be limited to direct damages not to exceed the fees actually received by EMLab P&K from the client for the report.

The invalidity or unenforceability, in whole or in part, of any provision, term or condition herein shall not invalidate or otherwise affect the enforceability of the remainder of these provisions, terms and conditions.

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Scope and Limitations of Report and Analysis

The scope of the MoldREPORT™ system is limited to EMLab P&K's proprietary MoldSCORE™ analysis of the air and surface samples taken at the time of the inspection. EMLab P&K cannot be liable, in any form of action, for any items that are not included within the scope of the MoldREPORT™ system.

MoldREPORT™ Inspection Limitations
MoldREPORT™ results are based upon mold air and surface samples. Mold surface samples are useful for confirming and identifying mold growth while air samples measure airborne mold levels.

This report provided by EMLab P&K is based upon the assumption that the information provided by the inspector is true and correct, that a sufficient number of mold and air samples were collected at all the appropriate locations following proper inspection and sampling protocols, and that the mold samples collected represent normal conditions at the site sampled. EMLab P&K is not able to, and cannot, guarantee the skill level or experience of the inspector performing the MoldREPORT™ inspection, nor can it guarantee that the samples have been properly collected at the site or are representative of normal conditions since many factors outside of EMLab P&K's (and the inspector's) control can and do substantially affect mold levels. Consequently, EMLab P&K cannot guarantee the accuracy of the interpretation provided herein. It is the responsibility of the inspector to insure that the mold samples were collected properly. MoldREPORT™ relies on non-invasive and non-destructive tests, so it cannot guarantee that hidden mold problems will be detected and reported. MoldREPORT™ results apply only to the rooms sampled, not to the entire building or any other rooms. It is the responsibility of the property owner, potential purchaser or other end-user of this report to select a properly trained and qualified inspector.

About Air Sample Sampling and Analysis
EMLab P&K requires at least one outdoor air sample and one indoor air sample in order to make indoor/outdoor comparisons and assessments of airborne mold levels, which are an integral part of the EMLab P&K MoldREPORT™ system. The indoor air samples taken can be representative of the airborne mold present in the area sampled. The analysis and interpretation of these air samples is proprietary and is based upon: relative levels of spores present, quantities and concentration of *Penicillium/ Aspergillus* type spores, quantity and concentration of *Cladosporium* spores, quantity and concentration of basidiospores, quantity and concentration of "marker" spore types, quantity and concentration of "other" spore types, and the distribution of mold spore types. Spore identification is performed visually by trained analysts according to industry norms. Using visual identification, most mold spores lack sufficient distinguishing characteristics to allow for species identification, so the MoldREPORT™ analysis is generally performed at the genus level. Currently there are no generally-accepted protocols or regulations regarding air sampling for molds, in large part due to the inability of any single technique to provide a complete analysis of all mold spores and mold growth in an area. Air sampling for MoldREPORT™ can be performed using any standard "spore trap" method, which are also called "non-viable air sampling methods" because spore traps do not require the germination and growth of the spores before identification. Commonly used spore trap equipment for performing air sampling for mold includes Zefon Air-O-Cell™ Cassettes, Burkard™ samplers, and Allergenco™ samplers.

About Surface Sampling and Analysis
Surface sampling can be useful for differentiating between mold growth and stains, for identifying the type of mold growth present (if present), and, in some cases, identifying signs of mold growth in the vicinity. Although not required, surface sampling can improve the accuracy of the results and interpretation of the inspected environment if sampled correctly. EMLab P&K accepts surface samples in the form of swabs, tapes, or bulks in order to perform a direct examination of a specific location. The MoldREPORT™ analysis system uses the direct examination data in addition to the MoldREPORT™ air sample analysis.

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Glossary

Background Debris - Material(s) found on the air sample other than mold spore(s) or mycelia. Examples include skin cells, insect parts, and fibers.

False Positive - A test result that incorrectly indicates mold growth, when in reality there is none. For example, an air sample test result indicating indoor mold growth, when no mold growth is actually present is a "False Positive."

False Negative - A test result that shows no mold growth, when in reality mold growth is present. For example, an air sample test result indicating no indoor mold growth, when mold growth is actually present.

Fungi - A kingdom that includes yeasts, molds, smuts, and mushrooms. Fungi are not animals, plants or bacteria, but their own kingdom.

HVAC - Heating, Ventilation, and Air Conditioning (HVAC) systems are possible reservoirs for mold growth.

IAQ - Indoor Air Quality (IAQ) is the main focus of EMLab P&K and the majority of its customers.

Industrial Hygienist - A professional who monitors exposure to environmental factors that can affect human health. Examples of environmental factors include chemicals, heat, asbestos, noise, radiation, and biological hazards.

Marker Spores - Spore types, such as *Chaetomium* and *Stachybotrys,* that when found indoors, even in moderate numbers are an indication of indoor mold growth.

Note: This glossary is intended to provide general information about commonly occurring molds, and is not intended to be a complete source.

Alternaria:
Distribution: *Alternaria* is one of the most common molds and is abundant worldwide. This genus contains around 40 to 50 different species, only a few of which are commonly found indoors.
How it is spread: *Alternaria* spores are easily dispersed through the air by wind.
Where it is found outdoors: *Alternaria* is common outdoors in soil, dead organic debris, foodstuffs, and textiles. It is also a plant pathogen and is frequently found on dead or weakened plants.
Where it is found indoors: *Alternaria* can grow on a variety of substrates indoors when moisture is present.

Acremonium:
Distribution: *Acremonium* is a common mold, including about 80 to 90 different species.
How it is spread: *Acremonium* produces wet slimy spores and is normally dispersed through water flow or droplets, or by insects. Old dry *Acremonium* spores can sometimes be dispersed through the air by wind.
Where it is found outdoors: *Acremonium* is found in soil, on dead organic material and debris, hay, and foodstuffs.
Where it is found indoors: *Acremonium* can be found anywhere indoors, but requires very wet conditions in order to proliferate. The spores probably require active disturbance for release.

Aspergillus: (see *Penicillium/Aspergillus)*

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Glossary (continued)

Basidiospores:
Distribution: Basidiospores are produced by a very large and diverse group of fungi called basidiomycetes, which contains over 1000 different genera. This group includes many well-known macrofungi, such as mushrooms. Basidiospores are often abundant in outdoor air and sometimes in indoor air.
How they are spread: Many types of basidiospores are actively released into the air during periods of high humidity or rain. Once the spores are expelled into the air, they are dispersed easily by wind.
Where they are found outdoors: Basidiomycetes are very common outdoors and can be found in gardens, forests, grasslands, and anywhere there is a substantial amount of dead organic material. They are also found on or near plants and some are known to be plant pathogens.
Where they are found indoors: Basidiospores found indoors typically come from outdoor sources and are carried inside by airflow or on clothing. Certain kinds of basidiomycetes can grow indoors, such as those that cause "dry rot", which can cause structural damage to wood. Occasionally, other basidiomycetes such as mushrooms can be found indoors, but this is not common. Generally, basiodiomycetes require wet conditions for prolonged periods in order to grow indoors.

Bipolaris / Dreschlera:
Distribution: *Bipolaris* and *Dreschlera* are two separate genera of molds that are so visually similar that they are commonly discussed together as a group. Both genera include around 30 - 40 different species.
How they are spread: *Bipolaris / Dreschlera* spores are easily dispersed through the air by wind.
Where they are found outdoors: *Bipolaris / Dreschlera* type spores are most abundant in tropical or subtropical climates. They can grow in soils, on plant debris and grasses, and are known to be plant pathogens.
Where they are found indoors: *Bipolaris / Dreschlera* can grow on a variety of indoor substrates when moisture is present.

Ceratocystis / Ophiostoma:
Distribution: *Ceratocystis / Ophiostoma* are two separate genera of molds that are so visually similar that they are commonly discussed together as a group. These genera contain around 50 to 60 different species.
How they are spread: *Ceratocystis / Ophiostoma* produce wet slimy spores and are normally dispersed through water flow, droplets, or by insects. These spores are rarely identified in air samples.
Where they are found outdoors: *Ceratocystis / Ophiostoma* are very common in commercial lumberyards and forests.
Where they are found indoors *Ceratocystis / Ophiostoma* are abundant on wood framing material in the home, although the spores are rarely found in air samples. This mold is sometimes called "lumber mold".

Chaetomium:
Distribution: *Chaetomium* is a common mold worldwide. This genus contains around 80 - 90 different species.
How it is spread: *Chaetomium* spores are formed inside fruiting bodies. The spores are released by being forced out through a small opening in the fruiting body. The spores are then dispersed by wind, water drops, or insects.
Where it is found outdoors: *Chaetomium* can be found in soil, on various seeds, cellulose substrates, dung, woody materials and straw.
Where it is found indoors: *Chaetomium* can grow in a variety of areas indoors, but is usually found on cellulose-based or woody materials in the home. It is very common on sheetrock paper that is or has been wet.

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Glossary (continued)

Cladosporium:
Distribution: *Cladosporium* is an abundant mold worldwide and is normally one of the most abundant spore types present in both indoor or outdoor air samples. This genus contains around 20 - 30 different species.
How it is spread: *Cladosporium* produces dry spores that are formed in branching chains. Spores are released by twisting of the spore-bearing hyphae as they dry. Thus, the spores are most abundant in dry weather.
Where it is found outdoors: *Cladosporium* is found in a wide variety of soils, in plant litter, and on old and decaying plants and leaves. Some species are plant pathogens
Where it is found indoors: *Cladosporium* can be found anywhere indoors, including textiles, bathroom tiles, wood, moist windowsills, and any wet areas in a home. Some species of *Cladosporium* grow at temperatures near or below 0(C) / 32(F) and can often be found on refrigerated foodstuffs and even frozen meat.

Curvularia:
Distribution: *Curvularia* is a cosmopolitan fungus and includes approximately 30 different species.
How it is spread: *Curvularia* produces dry spores that are formed in fragile chains and is very easily dispersed through the air by wind.
Where it is found outdoors: *Curvularia* is most common in tropical or subtropical regions. It is found in soil and on debris of tropical plants.
Where it is found indoors: *Curvularia* can be found growing on a variety of substrates indoors.

Epicoccum:
Distribution: *Epicoccum* is a cosmopolitan mold that includes only two species.
How it is spread: *Epicoccum* produces large dry spores that are easily dispersed through the air by wind.
Where it is found outdoors: *Epicoccum* can be found in soils or on plant debris.
Where it is found indoors: *Epicoccum* is commonly found on many different substrates indoors including paper, textiles, and insects.

Memnoniella:
Distribution: *Memnoniella* is a cosmopolitan mold genus that includes approximately five species. It is frequently found in conjunction with *Stachybotrys* species due to its similar ecological preferences.
How it is spread: *Memnoniella* produces dry spores that are easily dispersed through the air by wind.
Where it is found outdoors: *Memnoniella* can be found outdoors in soil, in plant debris or litter, and as pathogens on some types of living plants.
Where it is found indoors: *Memnoniella* can grow on a variety of substrates indoors, but mainly can be found on wet cellulose-based materials, such as wallboard, jute, wicker, straw baskets, paper and other wood by-products.

Paecilomyces:
Distribution: *Paecilomyces* is ubiquitous in nature and includes between 9 and 30 different species, depending on the taxonomic system used. Its spores are visually similar to *Penicillium / Aspergillus* types of spores.
How it is spread: *Paecilomyces* produce dry spores that are easily dispersed through the air by wind.
Where it is found outdoors: *Paecilomyces* is found outdoors in soils and decaying plant matter, composting processes, legumes and cottonseeds. Some species parasitize insects.
Where it is found indoors: *Paecilomyces* can be found on a number of materials indoors. It has been isolated from jute fibers, papers, PVC, timber, optical lenses, leather, photographic paper, cigar tobacco, harvested grapes, bottled fruit, and fruit juice undergoing pasteurization.

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Glossary (continued)

Penicillium / Aspergillus:
Distribution: *Penicillium / Aspergillus* are two separate genera of molds that are so visually similar that they are commonly discussed together as a group. Together, there are approximately 400 different species of *Penicillium / Aspergillus.*
How it is spread: *Penicillium / Aspergillus* produce dry spore types that are easily dispersed through the air by wind. These fungi serve as a food source for mites, and therefore can be dispersed by mites and various insects as well.
Where it is found outdoors: *Penicillium / Aspergillus* are found in soils, decaying plant debris, compost piles, fruit rot and some petroleum-based fuels.
Where it is found indoors: *Penicillium / Aspergillus* are found throughout the home. They are common in house dust, growing on wallpaper, wallpaper glue, decaying fabrics, wallboard, moist chipboards, and behind paint. They have also been isolated from blue rot in apples, dried foodstuffs, cheeses, fresh herbs, spices, dry cereals, nuts, onions, and oranges.

Stachybotrys:
Distribution: *Stachybotrys* is ubiquitous in nature. This genus contains about 15 species.
How it is spread: *Stachybotrys* produces wet slimy spores and is commonly dispersed through water flow, droplets, or insect transport, less commonly through the air.
Where it is found outdoors: *Stachybotrys* is found in soils, decaying plant debris, decomposing cellulose, leaf litter and seeds.
Where it is found indoors: *Stachybotrys* is common indoors on wet materials containing cellulose such as wallboard, jute, wicker, straw baskets, and other paper materials.

Torula:
Distribution: *Torula* is a cosmopolitan microfungus and includes approximately eight different species
How it is spread: *Torula* produces dry spores that are easily dispersed through the air by wind.
Where it is found outdoors: *Torula* is most common in temperate regions and has been isolated from soils, dead herbaceous stems, sugar beet roots, groundnuts, and oats.
Where it is found indoors: *Torula* is common indoors on wet materials containing cellulose, such as wallboard, jute, wicker, straw baskets, and other paper materials.

Ulocladium:
Distribution: *Ulocladium* is ubiquitous in nature and includes approximately nine different species.
How it is spread: *Ulocladium* produces dry spores that are easily dispersed through the air by wind.
Where it is found outdoors: *Ulocladium* is common outdoors in soils, dung, paint, grasses, wood, paper, and textiles.
Where it is found indoors: *Ulocladium* is common indoors on very wet materials containing cellulose such as wallboard, jute, wicker, straw baskets, and other paper materials. *Ulocladium* requires a significant amount of water to flourish.

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EMLab P&K, LLC

Client: Mold Bros LLC
Contact: Mr. Dominic Tortorello
Project: Lynch - 500028; 920 Lakeside Dr.
Date of Sampling: 09-25-2018
Date of Receipt: 09-26-2018
Date of Report: 09-27-2018

MoldREPORT
EMLab P & K
6301 NW 5th way, Suite#: 1410, Ft. Lauderdale, FL 33309
(866) 871-1984 Fax (954) 776-8485

References and Resources

References:

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Bioaerosols: Assessment and Control, Janet Macher, Sc.D., M.P.H., Editor. 1999. ACGIH, 1330 Kemper Meadow Drive, Cincinnati, OH 45240-1634.

Bioaerosols, Harriet Burge, Ph.D. 1995. Lewis Publishers, 2000 Corporate Blvd., N.W., Boca Raton, FL 33431-9868.

Biological Contaminants in Indoor Environments, Morey, Feeley, Otten, Editors. 1990. ASTM, 1916 Race Street, Philadelphia, PA 19103. STP 1071.

Fungi and Bacteria in Indoor Air Environments: Health Effects, Detection and Remediation, Proceedings from the International Conference, Saratoga Springs, NY October 6-7, 1994.

Health Implications of Fungi in Indoor Environments, Edited by R.A. Samson. 1994. Elsevier Science, P.O. Box 945, Madison Square Station, New York, NY 10159-0945.

Indoor Air and Human Health, Gammage & Kaye. 1985. Lewis Publishers.

Microfungi, S.G. Gravesen, J.C. Frisvad, & R.A. Samson, published by Munksgaard.

Useful Websites:

www.acgih.org
American Conference of Governmental Industrial Hygienists - information on IAQ and useful links.

www.aiha.org
American Industrial Hygiene Association - general IAQ information

www.calepa.ca.gov
California Environmental Protection Agency - California IAQ resources

www.emlab.com
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www.epa.gov
Environmental Protection Agency - information regarding prevention and remediation of mold

www.health.state.ny.us
New York State Department of Health - New York state recommendations for IAQ, indoor mold inspections, remediation, and prevention

www.moldreport.com
MoldREPORT™ - online store, and other information about MoldREPORT™

www.nih.gov
National Institutes of Health - information regarding environmental health issues, including IAQ

www.niehs.nih.gov
National Institute of Environmental Health Sciences - information on mold

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Exhibit J. Post Remediation Microbial Assessment, Berman Inspection, LLC. October 20, 2018.

Berman Inspection, LLC

5197 Palazzo Place
Boynton Beach, 33437-2073
215-605-4380
BermanInspections@comcast.net
Bruce B. Berman, Manager

Residential and Commercial Real Estate Inspections
Florida Licenses: HI10081
MRSA 2560
MRSR 2757

October 20, 2018

Lisa Lynch
920 S. Lakeside Dr.
Lake Worth, FL 3346
561-779-9119
LisaLynch123@gmail.com
Lake Worth, FL 3346

Re: Post Remediation Microbial Assessment
Project Address: 920 S. Lakeside Dr., Lake Worth, FL 3346

Project number: 018-650

Dear Lisa,

At your request a post remediation investigation for suspected fungal (mold) growth was conducted on October 15, 2018, starting at (approx.) 11:00 AM. There was a light breeze at the start.

No signs of visible mold were observed in the interior of the home. Signs of suspected mold were seen on roof framing accessed through an access hatch in the ceiling if the closet in the boys bedroom.

Unidentified odors of varying strengths were present in several areas/rooms throughout the house.

Air samples were taken at these locations:

1. Master bedroom inside wall-levels "not elevated"
2. Master bedroom- levels "not elevated". "Heavy" amount of background debris could obscure results
3. Rear bedroom-levels "heavy"
4. Boy's bedroom inside wall-levels "not elevated"
5. Boy's bedroom-levels "not elevated"

Tape lift sample was taken from the attic above the boy's bedroom. These levels are "not elevated.

Note 1-at each location where air samples were taken background debris was present. At each location cellulose fiber and fiberglass were present. This is an indication of the duct system needing cleaning, repairs, or possible replacement of some parts.
Note 2- there are many holes (approx. ¾"-1") in the walls in several areas, left by (apparently) a mold remediation company. These holes need to be closed.
Note 3- While the laboratory reports show these levels are not considered to be elevated, individuals with auto-immune system issues can be affected by small amounts/low levels of fungi.
Note 4- the homeowners plan to replace the roof and attic insulation. Once the insulation has been removed the attic should be inspected of the presence of mold.

Instructions/Protocols for Remediation

- Both air handlers should be cleaned and serviced. The units should be removed form the house to accomplish this. The coils, fan motors and cast should be thoroughly cleaned and washed.
- Air filters should be changed monthly. I recommend using filters listed as "anti-pollen, anti-allergen, anti-mold" The manufactures of these type of filters recommend changing every 90 days-I change mine monthly
- Clean ducts. Fiber board ducts should be coated with "Fiber Lock 8000" or a similar product. Replace any ducts (including flex ducts) as determined by the duct contractor
- Close/repair all holes in walls. See note 2
- Clean or replace all carpets
- Clean upholstery
- Rear bedroom requires full containment and negative air for remediation.
- All surfaces (both vertical and horizontal) throughout the house should be HEPA vacuumed.
- Post remediation in rear bedroom

I appreciate the opportunity to work with you on this important project. Thank you for your business.

Please feel free to call me at any time. I can be reached at 215-605-4380 (mobile).

Thank You,
Bruce
Berman Inspections, LLC
Bruce B. Berman, Manager

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1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

BERMAN INSPECTIONS LLC
5197 PALAZZO PL
BOYNTON BEACH, FL 33437

Certificate of Mold Analysis

Prepared for:	BERMAN INSPECTIONS LLC
Phone Number:	(215) 605-4380
~~Fax Number:~~	~~(215) 938-8989~~
Project Name:	L. LYNCH
Test Location:	920 S. LAKESIDE DR.
	LAKE WORTH, FL 33460
Chain of Custody #:	1178246
Received Date:	October 16, 2018
Report Date:	October 17, 2018

Elena Santiago, Technical Manager

Olmedo Ferrer, Quality Control Manager

Currently there are no Federal regulations for evaluating potential health effects of fungal contamination and remediation. This information is subject to change as more information regarding fungal contaminants becomes available. For more information visit http://www.epa.gov/mold or www.nyc.gov/html/doh/html/epi/mold.shtml. This document was designed to follow currently known industry guidelines for the interpretation of microbial sampling, analysis, and remediation. Since interpretation of mold analysis reports is a scientific work in progress, it may as such be changed at any time without notice. The client is solely responsible for the use or interpretation. PRO-LAB/SSPTM Inc. makes no express or implied warranties as to health of a property from only the samples sent to their laboratory for analysis. The Client is hereby notified that due to the subjective nature of fungal analysis and the mold growth process, laboratory samples can and do change over time relative to the originally sampled material. PRO-LAB/SSPTM Inc. reserves the right to properly dispose of all samples after the testing of such samples are sufficiently completed or after a 7 day period, whichever is greater.

Lab ID # 163230

For more information please contact PRO-LAB at (954) 384-4446 or email info@prolabinc.com

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Prepared for : BERMAN INSPECTIONS LLC

Test Address : L. LYNCH
920 S. LAKESIDE DR.
LAKE WORTH, FL 33460

ANALYSIS METHOD	Spore trap analysis	Spore trap analysis	Spore trap analysis	Spore trap analysis
LOCATION	BEDROOM MASTER IN WALL	MASTER BEDROOM	REAR BEDROOM	BOY'S BEDROOM IN WALL CAVITY
COC / LINE #	1178246-1	1178246-2	1178246-3	1178246-4
SAMPLE TYPE & VOLUME	AIR-O-CELL - 150L	AIR-O-CELL - 150L	AIR-O-CELL - 150L	AIR-O-CELL - 150L
SERIAL NUMBER	26498114	26498086	26498107	26498130
COLLECTION DATE	Oct 15, 2018	Oct 15, 2018	Oct 15, 2018	Oct 15, 2018
ANALYSIS DATE	Oct 17, 2018	Oct 17, 2018	Oct 17, 2018	Oct 17, 2018
CONCLUSION	NOT ELEVATED	NOT ELEVATED	ELEVATED	NOT ELEVATED

IDENTIFICATION	Raw Count	Spores per m³	Percent of Total	Raw Count	Spores per m³	Percent of Total	Raw Count	Spores per m³	Percent of Total	Raw Count	Spores per m³	Percent of Total
Coelomycetes												
Curvularia	20	130	62				156	1,000	71	4	27	25
Nigrospora							12	80	6			
Other Ascospores				8	53	100	16	110	8	4	27	25
Other Basidiospores	8	53	25				28	190	14	8	53	50
Penicillium/Aspergillus												
Smuts, myxomycetes	4	27	13									
Torula							4	27	2			
TOTAL SPORES	32	210	100	8	53	100	216	1,407	100	16	107	100
MINIMUM DETECTION LIMIT*	4	27		4	27		4	27		4	27	
BACKGROUND DEBRIS	Moderate			Heavy			Moderate			Moderate		
Cellulose Fiber	8	53		4	27		8	53		4	27	
Fiberglass	4	27		4	27		8	53		4	27	
Pollen	4	27										
OBSERVATIONS & COMMENTS	Non biological debris present.						Non biological debris present.			Non biological debris present.		

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested.

* **Minimum Detection Limit**. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample.
NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

Interpretation Guidelines: A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.
CONTROL is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).
ELEVATED means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium, Fusarium, Memnoniella, Stachybotrys, Scopulariopsis, Ulocladium.*
NOT ELEVATED means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.
UNUSUAL means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

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Prepared for : BERMAN INSPECTIONS LLC

Test Address : L. LYNCH
920 S. LAKESIDE DR.
LAKE WORTH, FL 33460

ANALYSIS METHOD	Spore trap analysis	Non-viable with count	INTENTIONALLY BLANK	INTENTIONALLY BLANK
LOCATION	BOY'S BEDROOM	ATTIC- BOY'S BEDROOM		
COC / LINE #	1178246-5	1178246-6		
SAMPLE TYPE & VOLUME	AIR-O-CELL - 150L	TAPE / COUNT		
SERIAL NUMBER	26789105	TAPE LIFT		
COLLECTION DATE	Oct 15, 2018	Oct 15, 2018		
ANALYSIS DATE	Oct 17, 2018	Oct 17, 2018		
CONCLUSION	NOT ELEVATED	NORMAL		

IDENTIFICATION	Raw Count	Spores per m^3	Percent of Total		Spores per cm^2	Percent of Total	Raw Count	Spores per m^3	Percent of Total	Raw Count	Spores per m^3	Percent of Total
Coelomycetes	4	27	10									
Curvularia	24	160	60									
Nigrospora												
Other Ascospores	4	27	10		1	17						
Other Basidiospores	8	53	20		2	33						
Penicillium/Aspergillus					3	50						
Smuts, myxomycetes												
Torula												
TOTAL SPORES	40	267	100									
MINIMUM DETECTION LIMIT*	4	27										
BACKGROUND DEBRIS	Light			Not Applicable								
Cellulose Fiber	4	27										
Fiberglass	4	27										
Pollen												
OBSERVATIONS & COMMENTS				No presence of current or former growth observed. Only normally settled spores observed.								

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested.

* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample.
NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

Interpretation Guidelines: A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.
CONTROL is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).
ELEVATED means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium, Fusarium, Memnoniella, Stachybotrys, Scopulariopsis, Ulocladium.*
NOT ELEVATED means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.
UNUSUAL means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

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Chain of Custody # 1178246

[redacted] Bedroom Master In Wall

[redacted]

Spores per cubic meter

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[redacted] Master Bedroom

[redacted]

Spores per cubic meter

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[redacted] Rear Bedroom

[redacted]

Spores per cubic meter

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[redacted] Boy`s Bedroom In Wall Cavity

[redacted]

Spores per cubic meter

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Chain of Custody # 1178246

[redacted] Boy`s Bedroom

[redacted]

Spores per cubic meter

Identification	Outdoor Habitat	Indoor Habitat	Possible Allergic Potential Not an opinion or interpretation	Comments
Coelomycetes	Commonly found everywhere growing on plants and animals.	Can grow on ceiling tiles, wood, paper	Type I (hay fever and asthma) allergies.	Rarely reported in the air becuase they are formed in fruiting bodies and generally slimy and therefore, difficult to be sent airborne.
Curvularia	Commonly found everywhere on soil and plant debris.	Capable of growing on many cellulytic substrates like wallboard and wood.	Type I (hay fever and asthma) and common cause of allergenic sinusitis.	
Nigrospora	Commonly found everywhere. Grows on decaying plant material	Does not normally grow on building materials, but occasionally can be found growing on wallboard.	Type I (hay fever and asthma) allergies.	Very distinctive spore that is easy to identify.
Ascospores	Common everywhere. Constitutes a large part of the airspora outside. Can reach very high numbers in the air outside during the spring and summer. Can increase in numbers during and after rainfalls.	Very few of this group grow inside. The notable exception is Chaetomium, Ascotricha and Peziza.	Little known for most of this group of fungi. Dependent on the type (see Chaetomium and Ascotricha).	
Basidiospores	Commonly found everywhere, especially in the late summer and fall. These spores are from Mushrooms.	Mushrooms are not normally found growing indoors, but can grow on wet lumber, especially in crawlspaces. Sometimes mushrooms can be seen growing in flower pots indoors.	Some allergenicity reported. Type I (hay fever, asthma) and Type III (hypersensitivity pneumonitis).	Among the group of Mushrooms (Basidiomycetes) are dry rot fungi Serpula and Poria that are particularly destructive to buildings.
Penicillium/Aspergillus	Common everywhere. Normally found in the air in small amounts in outdoor air. Grows on nearly everything.	Wetted wallboard, wood, food, leather, etc. Able to grow on many substrates indoors.	Type I (hay fever and asthma) allergies and Type III (hypersensitivity pneumonitis) allergies.	This is a combination group of Penicillium and Aspergillus and is used when only the spores are seen. The spores are so similar that they cannot be reliably separated into their respective genera.
Smuts, myxomycetes	Commonly found everywhere, espcially on logs, grasses and weeds.	Smuts don't normally grow indoors, but can occasionally be found on things brought from outside and stored in the house. Myxomycetes can occasionally grow indoors, but need lots of water to be established.	Type I (hay fever and asthma) allergies.	Smuts and myxomycetes are a combined group of organisms because their spores look so similar and cannot be reliably distinquished from each other.
Torula	Common everywhere growing on soil, decaying and dead leaves, and grasses.	Wallboard and other cellulose-based materials.	Type I (hay fever and asthma) allergies.	

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Prepared for : BERMAN INSPECTIONS LLC

Test Address : L. LYNCH
920 S. LAKESIDE DR.
LAKE WORTH, FL 33460

Indoor Air Quality Testing

Introduction
The fungi are a large group of organisms that include mold. In nature, the fungi and mold help breakdown and recycle nutrients in the environment. Mold are the most common type of fungi that grow indoors. Mold are microscopic organisms that live on plants, in the soil, and on animals, in fact almost anywhere food and moisture are available. Mold is everywhere present in the outdoor and normal indoor environments. It is in the air and on surfaces as settled dust. Exposure to mold is inevitable in everyday life. Thus, exposure to mold is considered part of a normal activity for most people. Only environments for which extraordinary preparations have been taken don't have mold present in the air or on surfaces.

Understanding Mold
Under the right conditions (moisture, a food source, and time) mold will grow, multiply and produce spores. Mold grows throughout nature as well as the built environment. Mold reproduces by microscopic cells called "spores" that can be spread easily through the air. Mold spores are always present in the indoor and outdoor air. There are mold that can grow on any organic substrate including wood, paper, carpet, food, ceiling tiles, dried fish, carpet, or any surface where dust has accumulated. When excessive moisture or water accumulates indoors, mold growth will often occur, particularly if the moisture problem remains undiscovered or un-addressed. There is no practical way to eliminate all mold spores in the indoor environment. The way to control indoor mold growth is to control the amount of moisture available to the mold.

Mold growth can become a problem in your home or office where there is sufficient moisture and the right foodstuff is available. The key to preventing mold growth is to prevent all moisture problems. Of course, hidden mold can grow when there is water available behind walls, sinks, floors, etc. Indications of hidden moisture problems are discoloration of ceiling or walls, warped floors or condensation on the windows or walls.

Controlling Moisture
The most critical step in solving a mold problem is to accurately identify and fix the source(s) of moisture that allowed the growth to occur. In order to prevent mold from growing, it is important that water damaged areas be dried within a 24-48 hour period. If a small amount of mold is present in the home, the mold can be cleaned up with a mild detergent and the excess water or moisture removed. It is not necessary to try and kill the mold or its spores. You can carefully remove the moldy materials if necessary. There are many common sources of excess moisture that can contribute to indoor mold growth. Some of the primary means of moisture entry into homes and buildings are water leakage (such as roof or plumbing leaks), vapor migration, capillary movement, air infiltration, humidifier use, and inadequate venting of kitchen and bath humidity. The key to controlling moisture is to generally reduce indoor humidity within 35% - 60% (depending what climate you live in) and fix all leaks whatever their cause.

Mold Growth Sources
If the source of moisture is not easily detected or you have a hidden water leak, mold testing can be helpful. Often a roof leak or a plumbing leak can be identified as the source. The difficulty arises when there is an odor present or when an occupant shows signs of mold exposure but no visible mold can be seen. Excess water intrusion can also lead to dry rot of lumber and cause a serious structural defect in buildings.

Health Related Risks
Based on the Institute of Medicine and the National Academy of Sciences, dampness and mold in homes is associated with increases in several adverse health effects including cough, upper respiratory symptoms, wheeze, and exacerbation of asthma. Mold and fungi contain many known allergens and toxins that can adversely affect your health. Scientific evidence suggests that the disease of asthma may be more prevalent in damp affected buildings. Dampness and mold in homes, office buildings and schools represent a public health problem. The Institute of Medicine concluded, "When microbial contamination is found, it should be eliminated by means that not only limit the possibility of recurrence but also limit exposure of occupants and persons conducting the remediation".

Mold Sampling Methods

The goal of sampling is to learn about the levels of mold growth and amplification in buildings. There are no EPA or OSHA standards for levels of fungi and mold in indoor environments. There are also no standard collection methods. However, several generally accepted collection methods are available to inspectors to study mold (and bacteria) in indoor environments. Comparison with reference samples can be a useful approach. Reference samples are usually taken outdoors and sometimes samples can be taken from "non-complaint" areas. In general, indoor fungal concentrations should be similar to or lower than outdoor levels. High levels of mold only found inside buildings often suggest indoor amplification of the fungi. Furthermore, the detection of water-indicating fungi, even at low levels, may require further evaluation. There are several types of testing methods that can detect the presence of mold. They can be used to find mold spores that are suspended in air, in settled dust, or mold growing on surfaces of building materials and furnishings. There are different methods that can identify types of live mold and dead mold in a sampled environment. Mold spores can be allergenic and toxic even when dead.

All sampled material obtained in the laboratory is analyzed using modern microscopic methods, standard and innovative mycological techniques, analyzed at 630 – 1,000 times magnification.

Testing for mold with an accredited laboratory is the best way to determine if you have mold and what type of mold it is.

Surface Sampling Methods

Surface sampling can be useful for differentiating between mold growth and stains of various kinds. This type of sampling is used to identify the type of mold growth that may be present and help investigate water intrusion. Surface sampling can help the interpretation of building inspections when used correctly. The following are the different types of surface samples that are commonly used to perform a direct examination of a specific location. Spore counts per area are not normally useful.

Tape (or tape-lift)

These samples are collected using clear adhesive tape or adhesive slide for microscopic examination of suspect stains, settled dust and spores. Tape lifts are an excellent, non-destructive method of sampling. The laboratory is usually able to determine if the there is current of former mold growth or if only normally settled spores were sampled.

Bulk

This is a destructive test of materials (e.g., settled dust, sections of wallboard, pieces of duct lining, carpet segments, return-air filters, etc.) to determine if they contain or show mold growth. Bulk sampling collects a portion of material small enough to be transported conveniently and handled easily in the laboratory while still representing the material being sampled. A representative sample is taken from the bulk sample and can be cultured for species identification or analyzed using direct microscopy for genus identification. The laboratory is usually able to determine if the there is current of former mold growth or if only normally settled spores were sampled.

Swab

A sterile cotton or synthetic fiber-tipped swab is used to test an area of suspected mold growth. Samples obtained using this method can be cultured for species identification or analyzed using direct microscopy for genus identification. The laboratory is usually able to determine if there is current of former mold growth or if only normally settled spores were sampled. Identified spores are generally reported as "present/absent".

Carpet (filter-type) Cassette

A carpet cassette is used with a portable air pump (flow rate usually doesn't matter) to collect mold, pollen and other particulates. Samples obtained using this method can be cultured for species identification or analyzed using direct microscopy for genus identification. This method is usually used to determine a presence or absence of water-indicating mold in a carpet. The laboratory is usually able to determine if the there is current of former mold growth or if only normally settled spores were sampled.

Air Sampling Methods

Air samples are possibly the most common type of environmental sample that investigators collect to study bioaerosols (mold, pollen, particulates). The physics of removing particles from the air and the general principles of good sample collection apply to all airborne materials, whether biological or other origin. Therefore, many of the basic principles investigators use to identify and quantify other airborne particulate matter can be adapted to bioaerosol sampling. Common to all aerosol samplers is consideration of collection efficiency. The following are the two most common forms of air sampling methods.

"Non-Viable Methods" *(The Laboratory results are reported in "spores per cubic meter (sp/m3)*

Z5 Cassette
The Z^5 spore trap is used with a portable air pump (5 liters/minute for 1 to 5 minutes) to rapidly collect airborne aerosols including mold, pollen and other airborne particulates. Air is drawn through a small slit at the top of the cassette and spores are trapped on a sticky surface on a small glass slide inside the cassette. They are efficient at collecting spores as small as 1µm.

Micro5 Cassette
The Micro5 Microcell spore trap cassette is used with a portable air pump (5 liters/minute for 1 to 5 minutes) to collect airborne aerosols including mold, pollen and other airborne particulates. Air is drawn through a small circular hole at the top of the cassette and spores are trapped on a sticky coated glass slide inside the cassette. They are efficient at collecting spores as small as 0.8µm.

Air-O-Cell Cassette
The Air-O-Cell spore trap cassette is used with a portable air pump (15 liters/minute for 1 to 10 minutes) to collect airborne aerosols including mold, pollen and other airborne particulates. Air is drawn through a small opening at the top of the cassette and spores are trapped on a sticky coated glass slide inside the cassette. These cassettes are efficient at collecting spores as small as 2.6µm.

Allergenco-D Cassette
The Allergenco-D spore trap cassette is used with a portable air pump (15 liters/minute for 1 to 10 minutes) to collect airborne aerosols including mold, pollen and other airborne particulates. Air is drawn through a small opening at the top of the cassette and spores are trapped on a sticky coated glass slide inside the cassette. These cassettes are efficient at collecting spores as small as 1.7µm.

"Viable Methods" *(The Laboratory results are reported in "colony forming units per cubic meter (CFU/m3)*

Agar Impaction Plates
The agar impaction plates are used with a portable air pump (28.3 liters/minute for 1 to 3 minutes) to collect airborne mold. This is called "viable sampling" because it only grows what is alive at the time of testing. Air is drawn through a 200-400 holes at the top of the impactor and spores are trapped in the agar media. The agar plate should be shipped to the laboratory immediately or kept cool until it can be shipped. These cassettes are 90% efficient at collecting spores as small as 0.7µm. The laboratory results are reported in "colony forming units per cubic meter (CFU/m^3)".

Data Interpretation

Information (data) on mold in buildings can consist of the simple observation of fungal growth on a wall, analytical measurements from hundreds of environmental samples, or the results of a survey of building occupants with and without particular building-related conditions. Data interpretation is the process whereby investigators make decisions on (a) the relevance to human exposure of environmental observations and measurements, (b) the strength of associations between exposure and health status, and (c) the probability of current or future risks. These interpretation steps are followed by decisions on what measures can be taken to interrupt exposure and prevent future problems.

Remediation of Mold

Prevention of mold growth indoors is only possible if the factors that allow it to grow are identified and controlled. When prevention has failed and visible growth has occurred in a home or building, remediation and/or restoration may be required. The extent of the mold growth will determine the scope of the remediation required. The goal of remediation is to remove or clean mold-damaged material using work practices that protect occupants by controlling the dispersion of mold from the work area and protect the workers from exposure to mold. You should consult a professional when contemplating fixing a large area of mold growth. Generally, remediation requires (a) removal of porous materials showing extensive microbial growth, (b) physical removal of surface microbial growth on non-porous materials to typical background levels, and (c) reduction of moisture to levels that do not support microbial growth. Identification of the conditions that contributed to microbial proliferation in a home or building is the most important step in remediation. No effective control strategy can be implemented without a clear understanding of the events or building dynamics responsible for microbial growth. Following the completion of the remediation process, mold testing should be performed to obtain clearance.

Symptoms of Mold Exposure

The most common symptoms of mold exposure are runny nose, eye irritation, cough, congestion, and aggravation of asthma. Individuals with persistent health problems that appear to be related to mold or other types of air quality contaminant exposure should see their physicians for a referral to specialists who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Decisions about removing individuals from an affected area must be based on the results of such medical evaluation. Mold is naturally present in outdoor environments and we share the same air between the indoor and outdoor, it is impossible to eliminate all mold spores indoors.

Ten Things You Should Know About Mold

1) Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory problems.
2) There is no practical way to completely eliminate mold and mold spores in the indoor environment. The way to control indoor mold growth is to control moisture.
3) If mold is a problem in your home or building, you must clean up the mold and eliminate sources of moisture.
4) To prevent mold growth any source of a water problem or leak must be repaired.
5) Indoor humidity must be reduced (generally below 60%) to reduce the chances of mold growth by: adequately venting bathrooms, dryers, and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation; and using exhaust fans whenever cooking, dishwashing and cleaning.
6) Clean and dry any damp or wet building materials and furnishings within 24-48 hours to prevent mold growth.
7) Clean mold off of hard surfaces with water and detergent and dry completely.
8) Prevent condensation: reduce the potential for condensation on cold surfaces (e.g., windows, piping, exterior walls, roof, or floors) by adding insulation.
9) In areas where there is a perpetual moisture problem on the floor, do not install carpeting
10) Mold can be found almost anywhere. Mold can grow on wood, paper, carpet, foods; almost anything can support some mold growth provided there is moisture, time to grow and food to eat.

References & Resources

Bioaerosols: Assessment and Control, Janet Macher, Sc.D., M.P.H., Editor. 1999. ACGIH, 1330 Kemper Meadow Drive, Cincinnati, OH 45240-1634.

Health Implications of Fungi in Indoor Environments, Edited by R.A. Samson. 1994. Elsevier Science, P.O. Box 945, Madison Square Station, New York, NY 10159-0945.

Damp Indoor Spaces and Health, Institute of Medicine of the National Academies, Washington, DC, 2004

Field Guide for the Determination of Biological Contaminants in Environmental Samples, 2nd Edition, Edited by L-L. Hung, et al. AIHA, Fairfax, VA, 2005.

Recognition, Evaluation, and Control of Indoor Mold, Edited by B. Prezant, et al. AIHA, Fairfax, VA, 2008.

Useful Websites

www.acgih.org/resources/links.htm
American Conference of Governmental Industrial Hygienists - information on Indoor Air Quality and useful links

www.cal-iaq.org
California Indoor Air Quality Program - California Indoor Air Quality resources and useful links

www.health.state.ny.us/environmental/indoors/air/mold.htm
New York State Department of Health - New York state recommendations for IAQ, indoor mold inspections, remediation, and prevention

http://www.nyc.gov/html/doh/html/epi/moldrpt1.shtml
Guidelines for Assessment and Remediation of Fungi in Indoor Environments – a good reference for mold clean up and removal

orf.od.nih.gov/PoliciesAndGuidelines/ORFPolicies/MoldPrevPolicy.htm
National Institutes of Health - information mold prevention and remediation

http://www.niehs.nih.gov/health/topics/agents/mold/index.cfm
National Institute of Environmental Health Sciences - information on mold

www.epa.gov/mold/
United States Environmental Protection Agency website on mold and moisture

www.aaaai.org/nab/index.cfm?p=faq
American Academy of Allergy, Asthma, and Immunology – information on mold and allergies and outdoor allergens

http://www.aanma.org/?s=mold
Allergy & Asthma Network – information for homes about allergies and asthma

http://www.homeenergyresourcemn.org
Minnesota Department of Commerce Energy Information Center – good information on moisture control in homes

http://eetd.lbl.gov/ie/
Governmental Indoor Environment Department – good information on indoor health, comfort and energy efficiency in buildings

http://www.osha.gov/dts/shib/shib101003.html
Occupational US Department of Labor (OSHA) - A Brief Guide to Mold in the Workplace

Exhibit K.

Water Damage, Limited Microbial Assessment and Remediation Protocol, Plan for Brandon & Lisa Lynch, by Environmental Research and Restoration, September 12, 2018.

ENVIRONMENTAL
RESEARCH &
RESTORATION
Division of Glamour Environmental, Inc.

4730 North 31st Court
Hollywood, FL 33021
Phone: (954) 967-0011
Fax: (954) 989-3377
Toll Free: (877) 663-5336
Email: enrr2003@gmail.com
www.flmoldinspection.com

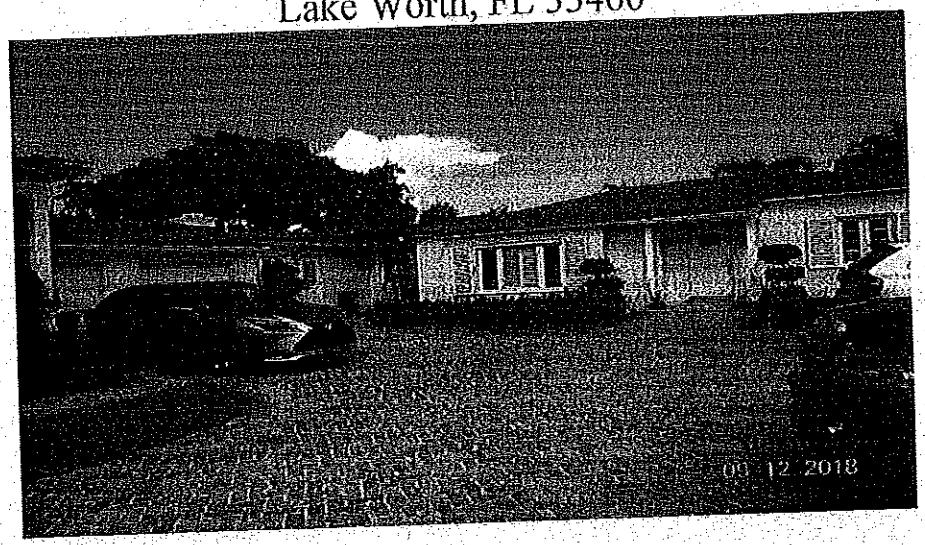
Water Damage, Limited Microbial Assessment & Remediation Protocol

Plan for:

Brandon & Lisa Lynch Residence

(ERR PROJECT NO. 18-0187-01)

Site Address:
920 S. Lakeside Drive
Lake Worth, FL 33460



Prepared for:

Brandon & Lisa Lynch
920 S. Lakeside Drive
Lake Worth, FL 33460

Prepared by:

Environmental Research & Restoration
4730 North 31st Court
Hollywood, FL 33021
Inspection Date: Inspection 12, 2018

Reference: Water Damage and Limited Microbial Assessment of the Lynch Residence Located 920 S. Lakeside Drive Lake Worth, FL 33460

Dear Mr. & Mrs. Lynch,

Environmental Research & Restoration is pleased to submit this assessment of our site visit at the above-referenced location, which was conducted on September 12, 2018. This report represents our site observations and recommendations for further action.

A scope of work is given in detail with specific requirements for the prevention of cross contamination (spreading of microbial spores) throughout the non-contaminated areas.

Unabated mold can become a serious health threat to susceptible individuals. It is recommended that the protocols outlined in this report be conducted as soon as practical as fungi are living organisms and digest the structure on which they grow.

After completion of the remediation procedures, it is imperative that **Environmental Research & Restoration** be notified prior to removing any of the containment barriers to conduct a visual inspection with post-remediation clearance testing to render the areas clean, prior to restoration to its original condition.

Thank you for allowing **Environmental Research & Restoration** to assist you in meeting your environmental needs.

(1) Executive Summary

Environmental Research & Restoration's (ERR) conducted a Water Damage and Limited Microbial Assessment of the **Lynch Residence.** This assessment was conducted in whole by Gustavo Idarraga, Certified Indoor Environmentalist, Certified Mechanical Air Conditioning Technician, with multiple Mechanical A/C Certifications and reviewed by Maurice Baum, a Qualified Professional Industrial Hygienist; Certified Hazardous Materials Manager and Certified Microbial Consultant, and Licensed and Certified Fire and Smoke Damage Investigative Consultant.

This study was conducted on September 12, 2018 in response to concerns of odor and suspect possible microbial growth after Mrs. Lynch experienced numerous allergy-like conditions while occupying the residence. Environmental data was collected and analyzed to determine compromised building materials present. The data collected indicated numerous areas and building materials identified as compromised and remediation plan was developed.

(2) Introduction

ERR was contacted to inspect the residence for compromised building materials. On September 12, 2018, **ERR** personnel conducted an inspection of the residence. A representative number of moisture measurements were collected of the baseboards and dry wall. No elevated moisture was identified during this inspection. Interviews with **both Mr. & Mrs. Lynch** were conducted.

Inspection of the attic identified sweating and condensating air ducts with suspect microbial growth noted in the insulation and attic ceiling below the compromised insulation. Sampling within the attic was recommended, however was refused by **Mr. Lynch** since he was planning to reroof, remove and replace all of the existing insulation.

A number of representative samples of apparent visible water compromise on drywall and wall cavity air were collected for water damage and mold spore analysis to determine the condition of building materials in the wall cavities. The residence at the time of the inspection was photo-documented.

These photos may contain additional information or items not specifically noted in this report or on the photograph. These photos are hereby incorporated into and made part of this inspection report. This report is for the sole use of our client, use by others without this company and our permission is prohibited.

NOTE: Remediation recommendations as stated on this report are to correct the limited symptoms only. The symptoms will reoccur if the cause of the problem is not addressed and corrected.

(3) Visual Observations & Sampling Results

There were three breathing air samples collected. Two of the three tested positive for fungal activity. One of the samples identified mold spores above the **National Institute of Science and Health** (NIOSH), 1000 spores per cubic meter.

Fungal activity identified in the breathing air within the boy's bedroom identified *Chaetomium* species of fungi, considered toxic, as well as *Aspergillus/Penicillin* at almost a thousand spores per cubic meter and *Curvularia* species of fungi also considered toxic species and commonly referred to as a black mold. Basidiospores usually found in wood rot were also identified in the breathing air of the boy's bedroom.

Living room

Curvularia a toxic species of fungi was identified in the living room breathing air, as well as *Aspergillus/Penicillin* species close to 8000 spores per cubic meter with *Hyphal* fragments present. *Hyphal* fragments are an indication of live growing mold.

It is highly suspect that the mold spores identified in the breathing air are originating from the leaking air ducts in the attic with sweat and condensation occurring below the insulation and attic floor.

Scope of work

- It is recommended that when the roof is repaired and attic insulation is removed a reinspection of the attic should be conducted, prior to installing new insulation.
- **We will then determine or develop a proper scope of work to ensure that new insulation is not installed on top of a contaminated surface.**

Supply air duct

- The leaking supply air ducts should be sealed by your AC contractor.

(4) Moisture Measurements

Moisture measurements of substrates (drywall and baseboards) were obtained using one of the following moisture meter units: Surveymaster, Traymex and a Ryobi moisture. These instruments identify and determine the moisture content throughout the residence. Moisture is one of the three elements necessary for microbial (mold) amplification.

The purpose of the moisture mapping is to determine the moisture content in the baseboards and walls of the **Lynch Residence.** Moisture measurements 0-13.9% are considered "dry," 14-19.9% are considered "elevated" and readings of 20% or more are considered "wet."

The moisture results for the **Lynch Residence** indicated the following:

- No elevated moisture was identified at the time of this inspection.

(5) Relative Humidity and Temperature Measurements

The relative humidity and temperature measurements were obtained throughout the **Lynch Residence** for comparison to outside conditions. The relative humidity measurement in the indoor ambient air was 54.9% and temperature measurements ranged from 77.8 to 78°F. The results show that the relative humidity values were within the guidelines purposed by the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) and the EPA Guidelines 30 – 60% RH.

(6) Microbial Sampling

Three (3) Indoor microbial samples were collected for evaluation against one (1) baseline outdoor sample. These sample locations were chosen for representativeness to minimize sample volume. The lab results indicated the presence of mold spores typical to water damage in the areas sampled.

***NOTE: The complete lab results are listed in the Appendix of this report.**

***NOTE: A tape extraction identifies a contaminated surface and does not necessarily relate to occupational exposure.**

(7) All walls breathe

- The following data is referenced in the **U.S. Department of Energy & Environmental Building Association,** Builder's Guide Hot-Humid Climates by Joseph Lstiburek, Ph.D., P. Eng.

- All homes and walls breathe. Therefore, mold within a wall cavity has the ability to be released into the ambient air at any given time.

- The AC return sucks or pulls all air (clean air and contaminated air) alike through the wall.

- Air samples alone are not adequate to determine a mold compromised building.

- There is no air sampling pump available which is capable of pulling more than two cubic feet of air from a given sample.

- As such, if one moves the sampling pump two feet in any direction, it will yield completely different results.

- Sampling by use of air samples **alone** is an inadequate sampling strategy that is unlikely to identify the problem.

(8) Occupational Health Concerns

As of the date of our visit, the **Lynch Residence was being** occupied. Generally, it is recommended that any occupants with allergy history or residents in areas of the home that will require remediation find temporary living arrangements once the proposed decontamination and restoration procedures commence and maintain these arrangements until all of the proposed decontamination and restoration procedures are completed and the work area has passed clearance testing. The occupants of the **Lynch Residence** are encouraged to provide their medical health provider with a copy of this report to determine if relocation is required based on their relevant medical history. It is recommended that the **Lynch's** healthcare provider review the attached.

(9) Occupational Health Concerns for Remediation Contractors

The elevated presence of mold spores in the affected area (s) could create a potential health threat to susceptible occupants. Identification of fungi is only the first step in remediation. It is therefore important that remediation be conducted in an expedient manner with appropriate personal protection equipment (PPE).

Fungi in buildings may cause or exacerbate allergies (such as wheezing, chest tightness, shortness of breath, nasal congestion and eye irritation), especially in persons who have a history of allergic disease (such as asthma and rhinitis). It is therefore, recommended that individuals with persistent health problems that appear to be related to fungi (mold or mildew) or other bioaerosol exposures avoid prolonged exposure to contaminated areas.

This notice is referenced in the *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000, and is mandated under the Institute of Inspection, Cleaning and Restoration Certification *(IICRC) S520 Standard*. In addition, persons with a history of allergies should pay close attention to the individual health effects listed in the appendix section of this report. Exposure to bioaerosols should be evaluated by a medical professional.

(10) Scope of Work

To minimize liability, exposure, cross-contamination and costs, work should be conducted in accordance with industry standards as appropriate such as:

- The IICRC S520 Mold Remediation Standard, January 2004 and be followed in its entirety.
- The American Conference of Governmental Industrial Hygienist (ACGIH Guidelines) for remediation of mold contaminated building components (walls, ventilation systems, support beams, etc.);
- The American Indoor Air Quality (AMIAQ) standards; and
- The American Industrial Hygiene Association's (AIHA) Bio Safety Guide (field guide for the determination of biological contaminants in environmental samples).

(11) Preparation Tasks

The following tasks refer to the flooring, walls, ceiling and A/C units only and do not address the more stringent measures for residential units (foodstuff, furnishings, etc.)

(12) Site Preparation

1. Personal protection for restoration employees (must be maintained until the completion of High Efficiency Particulate Air (HEPA) vacuuming of the **Lynch Residence**). Personal protection must comply with OSHA Standards and the IAQ Guidelines.

2. Modified Level C, including Tyvex suits, Nitril gloves, Tyvex booties, full/half face respirator with HEPA cartridges, (if using half face respirator, safety glasses must be used).
3. It is the contractor's responsibility to determine whether asbestos is present. **Environmental Research and Restoration** recommends that asbestos testing be conducted prior to remediation activities.
4. The contractor conducting the restoration must have a valid respiratory protection plan and documentation of fit testing and personnel physicals and be in full compliance with Occupational Safety and Health Administration (OSHA).
5. The Heating Ventilation and Air Conditioning (HVAC) unit must be in the off position for the duration of the restoration and reconstruction of the **Lynch Residence.** AC system must be in the off position.
6. All entryways must be sealed with polyethylene sheeting and duct tape to achieve negative pressure.
7. Signage should be posted outside the containment area prior to the beginning of work which states:

"WARNING – CONTAMINATED WITH MOLD. AUTHORIZED PERSONNEL ONLY."

8. Signage should be posted on the interior of the building, clearly visible prior to containment entry, but not visible from the outside.
9. The health provider for the building owner must approve all decontamination or anti microbial solutions and consult the appropriate MSDS.

(13) Personal Effects

Personal effects (contents) should be CLEANED, HEPA vacuumed, damp wiped, removed, and stored before remediation. Clothing should be professionally laundered or dry-cleaned. A certified member of the Restoration Cleaners Association should do the professional cleaning.

(14) Proper Disposal

Proper disposal includes placing manageable sections of the contaminated materials in a 6-mil polyethylene bag. The bag should be sealed for suitable disposal in the outside roll off container.

(15) Drywall Removal

Much of the drywall removal is due to the fact that the drywall is water compromised. When drywall gets wet, there are two standards:

- The National Drywall Association
- FEMA

Both standards state, "when drywall becomes wet it should be removed." Therefore, the scope of work is not based simply on mold damage but because the drywall was wet (i. e. soaked in standing water) and therefore meets the definition of compromised at the time of our inspection.

- All contamination should be removed a minimum one (1) foot beyond the last visible trace in compliance with the New IICRC standards and updated New York Department of Health Mold Remediation Guidelines. The remediation contractor must erect a containment barrier to encapsulate the immediate work section. The containment barrier should be maintained under negative air until the building has passed clearance testing.

- **Environmental Research and Restoration** should be notified 48 hours prior to post-remediation clearance testing.

***Note:** The State of Florida has a mold remediation and assessor bill. Under this law, any contractors working on residential or commercial property should provide a certificate of insurance to the homeowner or building owner. This certificate of insurance should be a liability policy for no less than $1,000,000.00 with a specific mold rider covering mold pollution and/or cross contamination.

(16) Wall Evaluation

1. Evaluate the condition of the interior sides of all exposed walls for evidence of water damage and/or visible microbial growth. If any evidence of water damage and/or visible microbial growth is present, the affected section should be removed two feet beyond the last visible trace and disposed.

2. Interior sides of all exposed walls shall be damp wiped by use of an approved anti-bacterial solution and HEPA vacuumed.

3. Inspect the exposed wood framing in the perimeter walls for microbial growth and decay. All wood studs that support microbial growth should be removed to the height of the remediated drywall. Interior wall cavities and wood framing damp wiped with and approved anti-bacterial solution.

4. Once dry, the wood should be sanded or wire brushed to remove approximately 1/8" of wood and damp wiped and HEPA vacuumed **AGAIN** as noted above.

5. No fungi inhibitor encapsulating or stain blocking shall be applied until the structure has passed clearance testing.

6. Negative pressure containment barriers shall remain in place until **Environmental Research & Restoration** has conducted a preliminary clearance.

7. The polyethylene (Visqueen) barrier should be damp wiped with an approved Microbial solution prior to removing the negative pressure barrier.

8. All remaining wall surfaces within the containment area should then be damp wiped with an approved Microbial solution and HEPA vacuumed.

(17) Air Conditioning Cleaning

It is imperative that after cleaning the air duct system, all fiberglass boots, junction boxes and panel insulation be sealed with FiberLock 8000 or equivalent to prevent any fiberglass particulate release.

***NOTE: A licensed A/C contractor should perform cleaning of the components of the air conditioning system. A certified member of the National Air Duct Cleaners Association (NADCA) should clean the air ducts.**

Note: The air conditioning units and air ducts should be professionally cleaned and **sealed** to prevent the **release** of fiberglass particulates into the air as outlined in the HVAC section of this report on the following pages.

However, it is the responsibility of a licensed A/C contractor to determine the feasibility of cleaning or replacing the air ducts.

1. All work shall be conducted with the system in its off position.
2. Remove all supply and return air duct grids.
3. Clean the interior of all air handler units. Clean insulation by contact vacuum method and foil line installation.
4. Pre-vacuum diffusers, grills and registers in the ductwork. If necessary, remove, chemically wash / clean and reset.
5. Install vacuum collector unit at a predetermined location and clean the section of ductwork using Omni directional air nozzles and rotary brushes as necessary.
6. All duct lines shall be; inspected to ensure that there is no breach in the duct membrane or drop box connection. If any breaches are identified after cleaning is completed they shall be thoroughly re-sealed prior to releasing the facility.
7. All fiberglass duct board within the A/C duct system must be sealed to prevent release of fiberglass particulates.

(18) Cleaning HVAC Equipment

1. Isolate HVAC units from adjacent areas with polyethylene sheets. Protect all motors, bearing assemblies, and belt drive assemblies within the HVAC unit housing with tape on polyethylene sheet to prevent water intrusion.
2. Carefully remove and dispose of filter media from holding frames and replace with pleated HEPA type filters.
3. HEPA vacuum clean the entire space of the HVAC unit, including each component, supports, frames, etc.
4. Conduct pressure washing of heating and cooling coil banks.
5. Hand scrub where required to remove all residual dirt.
6. Rinse thoroughly with clear water to remove any residual dirt and cleaning agent.
7. Fan casings and impeller wheels shall be cleaned on all surfaces inside and outside.

(19) Clothes Dryer Vent

The clothes dryer vent should be professionally cleaned at the time of the air duct cleaning. This eliminates a buildup and recontamination of dust and mold spores into the HVAC system and prevents house fires.

(20) Final Cleaning

All remaining wall surfaces within the affected area should then be damp wiped with an approved Microbial solution and HEPA vacuumed. All linen and clothing items should be professionally cleaned and/or dry-cleaned.

(21) Completion Activities

1. Upon completion of remediation and post remediation clearance testing, ensure HVAC system **off** and allow air scrubbers to run for a minimum of 36 hours to a maximum of 48 hours.
2. Use an electric blower inside the building to forcibly suspend particulates on the walls, ceilings and floors several times in each area. The goal is to remove suspended particulates and capture microbial matter in the air scrubbers.
3. Contact **Environmental Research & Restoration at (954) 967-0011** to schedule air clearance testing of the remediated structure to certify that it is ready for continued restoration and safe for occupancy.

(22) Limitations

The results of this report represent conditions only at the specific time and locations in which the same and its results were procured. Thus, this report should not be relied upon to represent conditions at any other location, time, or date and does not imply that this place is free of these or other contaminates. The intent of this report is to assess the conditions of a sampled area to determine basic microbial conditions. Although this type of analysis is a valuable tool to enhance an environmental assessment, it should not be used solely to determine health risks or occupant's exposure to such agents, if any. Some fungi are not identified by direct microscopic observation alone. To access additional data more extensive testing may be required. This report is intended for the sole use of the client and all results are private and confidential.

Certification

(23) Environmental Research & Restoration completed a water damage and limited microbial assessment of the **Lynch Residence.** The assessment followed methods and procedures consistent with good commercial or customary practices. This report is exclusively for the use and benefit of the **Lynch Residence** identified on the cover of this report and it is not intended for the use or benefit of, nor may any other person or entity rely upon it. The contents of this report may not be quoted in whole or in part or distributed to any person or entity other than the **Lynch Residence** hereof without, in each case, the consent of the Client or the undersigned. Should you have any questions, please do not hesitate to contact the undersigned.

(24) References

* *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000.

* Institute of Inspection, Cleaning and Restoration Certification *(IICRC) S520 Standard.*

* Standard and Reference Guide for Professional Water Damage Restoration: 2nd Edition, IICRC Vancouver, WA, USA.

* Micro fungi: Suzanne Gravesen, Microbiologist; Jens S. Frisuad, Mycotoxicologist; Robert A. Samson, Mycotoxicologist, Munksgaard, 1994.

* New York City Department of Health (Guidelines on Assessment and Remediation of Fungi in Indoor Environments), April 2000.

* Bio-aerosols Assessment and Control, American Conference of Governmental Industrial Hygienist, ACGIH, Cincinnati, Ohio, 1999.

* Field Guide for the Determination of Biological Contaminants in Environmental Samples, an AIHA Bio-Safety Guide.

* IAQ Microbiology Reference Guide, Aerotech Kalmar Laboratories Phoenix, Arizona, 2000.

* American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62-2001.

* Other citations omitted.

Respectfully,

Gustavo Idarraga

Gustavo Idarraga, CIE, CMAT
Certified Indoor Environmentalist,
Certified Mechanical Air Conditioning Technician

Dr. Maurice Baum

Dr. Maurice Baum, IH, CHMM, CMC, CFSC
Industrial Hygienist
Certified Hazardous Materials Manager
Certified Microbial Consultant
Certified fire & Smoke Damage Investigative Consultant

EXHIBIT

A

SCIENTIFIC

ANALYTICALS &

CHAIN OF CUSTODY

DOVE ENVIRONMENTAL CORPORATION
8910 MIRAMAR PARKWAY, SUITE 200, MIRAMAR, FL 33025
Tel: (954)374-9274 /Fax: (954) 639-7426
E-MAIL: dovelabs@dove.comcastbiz.net
WEB ADDRESS: dovelabs.net

SPORE TRAP ANALYSIS (Analytical Method MB-017)

CLIENT	ENVIRONMENTAL RESEARCH & RESTORATION	DATE RECEIVED:	09/13/2018
ADDRESS	4730 NORTH 31ST COURT, HOLLYWOOD, FL 33021	DATE ISSUED:	09/14/2018
TEL/FAX:	(954) 967-0011/(954)-989-3377	REPORT ID:	IAQ-ERR-180913002.1A
PROJECT:	LISA & BRANDON LYNCH	SAMPLER(S):	MAURICE BAUM

Microscope Magnification used: 600X

ITEM/SAMPLE #:	1			2			3			4		
DESCRIPTION:	BASELINE			BOY'S ROOM B.AIR			MASTER BEDROOM B. AIR			LIVING ROOM B. AIR		
FLOW RATE (L)	15			15			15			15		
TIME (min.)	10			5			5			5		
MINIMUM REPORTING LIMIT (cts/m^3)*	7			13			13			13		
AIR VOLUME (m^3)	0.150			0.075			0.075			0.075		
FUNGI:	raw ct.	cts/m^3	%	raw ct.	cts/m^3	%	raw ct.	cts/m^3	%	raw ct.	cts/m^3	%
Alternaria												
Arthrinium												
Ascospores	15	100	20									
Basidiospores	7	47	9	8	107	12						
Bipolaris/Drechslera/ Helminthosporium												
Cercospora-like												
Chaetomium				3	40	4						
Cladosporium							5	67	100			
Coprinus												
Curvularia	3	20	4	2	27	3				3	40	4
Epicoccum												
Ganoderma												
Memnoniella												
Myxomycetes/Smuts/Periconia	9	60	12									
Nigrospora												
Penicillium/Aspergillus	42	280	55	53	707	78				67	893	88
Pestalotiopsis												
Pithomyces												
Stachybotrys												
Hyphal fragments				2	27	3				6	80	8
TOTAL	76	507	100	68	908	100	5	67	100	76	1013	100
**Background Debris	3			3			2			3		

Sample Comments:		
	Sample #	N/A
	Sample #	N/A
	Sample #	N/A
	Sample #	N/A

*MRL (Minimum Reporting Limit) may vary with flow rate, exposure time and the microscopic fields observed for particle count at a defined magification. Please note the MRL is actually a decimal number rounded up to the next whole number.
Impaction Sampling Device = Spores/m3 = Counts per cubic meter of air. Percentage (%) of each group of fungi in total population is rounded to one significant digit. Samples were received in acceptable condition unless otherwise noted. N/A = Not Applicable
Background Debris: Indicates the overall particulate matter present in the air and the resulting visibility for the analyst.) It is rated from 1+(low) to 4+(high). Counts from areas 4+ background debris should be regarded as minimal counts and may be higher then reported.
*Dove Environmental is an AIHA LAC, LLC accredited laboratory for Direct Air Examination (spore trap) only.
*Blank raw count field indicates the corresponding fungus was not detected.
**The results are below the detection method limit.
*The results apply only to the items tested.
(The method used in this analysis have been validated and is fit for the intented use.
Results have not been adjusted for field or laboratory blank unless otherwise noted.
R "Version" indicated after The Lab ID# indicates a sample with amended data.
P "Version" indicated after the Lab ID# indicates a Preliminary report.

Rajendranath Ramnath

Rajendranath Ramnath, Ph.D.
Laboratory Director

Diana Sauri
IAQ Technical Manager

Analyzing Laboratory

Dove Environmental Labs

8910 Miramar Parkway
Miramar, FL 33025
(954) 374-9274

Bioaerosol Sampling and Analysis Record

Page 1 of 1

Client: Environmental Research and Restoration	Client Address: 4730 North 31st Court Hollywood, Florida 33021
Email: enr2003@gmail.com	
Client Project Name: Lisa + Brandon Lynch	
Phone: 920 S Lakeside Dr - Lake Worth	Lab Project No.
Sampled By: Gustavo A Tobiasco	

9/12	Date Sampled	Sample ID	Location	Sample Media (E.g. Tape, bulk, spore trap)	Total Sampling Time	Total Volume Air Sampled (Liters)	Test Code	Temp. % Rel. Humidity	Notes or Information
1			Baseline	AOC.	10m	150 L.			
2			Boy's Room B. Air	AOC.	5.m	75.L.			
3			Master bedroom B. Air	AOC.	5.m.	75.L.			
4			Living room B. Air	AOC.	5.m.	75.L.			
5									
6									
7									
8									
9									
10									

Relinquished by:	Date and Time	Received By:	Date and Time
	9-12-18		09/13/18 @ 9:00

Samples Received in Good Condition? Yes ☑ No ☐

AGS = Above Ground Surface
B-Z = Breathing Zone
W/P = Wipe
MEA = Malt Extract Agar
O/S = Outside

Receipt of signed COC constitutes agreement with Dove Environmental's Terms & Conditions

IAQ1L 1069

☒ 24 HRS. ☐ 48 HRS. ☐ 72 HRS.

Non Culturable Air Samples (Spore Traps)

• M001 Air-O-Cell • M049 BioSIS • M030 Micro 5	• M173 Allegro M2 • M003 Burkard • M174 MoldSnap	• M004 Allergenco • M043 Cyclex • M176 Relle Smart	• M032 Allergenco-D • M002 Cyclex-d • M130 Via-Cell
• ACM Asbestos	• CRB Carbon/Sut	• FB Fiberglass	• BA Bacteria

EXHIBIT

B

PHOTOGRAPHS

Exhibit L.

Immunolytics Report. March 2019.

ImmunoLytics
5930 Midway Park Blvd
Albuquerque, NM 87109
Phone: (505) 217-0339
Fax: 505-822-8063
Email: info@immunolytics.com
Web: http://www.immunolytics.com

Client: Lisa Lynch
Address: 920 S. Lakeside Dr
Lake Worth, FL
33460

Phone: 561-779-9119
Email: lisalynch123@gmail.com
Specialist(s):

Walter Hayhurst, RPh
5930 Midway Park Blvd.
Albuquerque, NM
87109

Lab Number: C19-0618 **Revision #:** 0
Date Received: 02/28/19
Date Analyzed: 03/01/19
Analyst: Sophia Hampton
Testing Medium: Sabouraud Dextrose Agar
Median Temperature: 25° C
Median Humidity: ≥70 %

Lab Sample ID	Client Sample ID	Total Count	Matrix	Date Sampled	Test
C19-0618-1	Kitchen	12	Air	02/19/19	Genus ID/Count
C19-0618-2	Master Bedroom	2	Air	02/19/19	Genus ID/Count
C19-0618-3	Master Bathroom	2	Air	02/19/19	Genus ID/Count
C19-0618-4	Boy's Bedroom	2	Air	02/19/19	Genus ID/Count

Lily Castro, Laboratory Manager

This report is based on the review of the samples submitted by the customer to the laboratory, and is therefore qualified to the extent that neither ImmunoLytics, nor any of its affiliates, performed the collection procedures. Further this report should not be viewed as an analysis or comprehensive identification of all hazards that may or may not exist within the facility or structure form and in which the samples were collected, and neither ImmunoLytics, nor any of its affiliates make any representation concerning the condition of the facility, structure or environment therein. This report is limited to the identification of the substances noted above that were observed or found in the samples as tested in the laboratory. Any miscellaneous project information or footnotes will appear below. Analytical results are not corrected for method blanks or field blanks.

Kitchen (C19-0618-1)

Organism	*Count*	Included in count?
Alternaria	5	✓
Fusarium	1	✓
Microsporum	5	✓
Penicillium	1	✓
Total Colonies/Count for Sample:	**12**	

Master Bedroom (C19-0618-2)

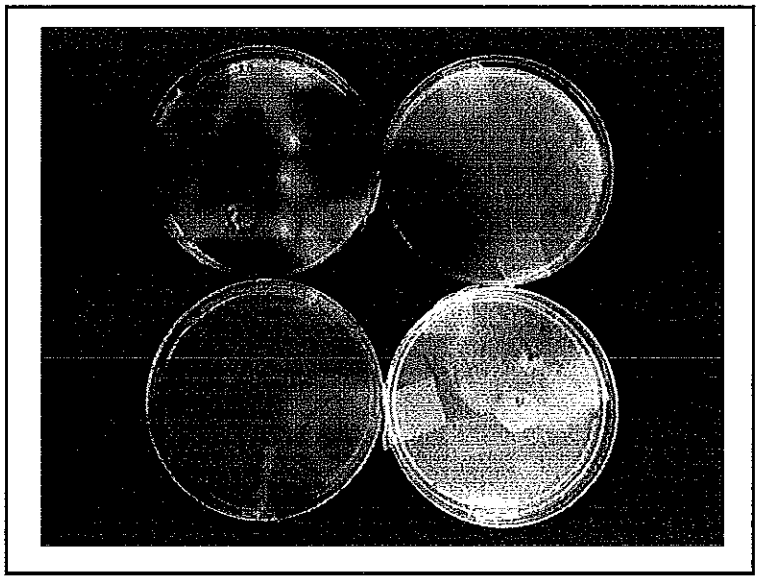
Organism	*Count*	Included in count?
Alternaria	1	✓
Microsporum	1	✓
Total Colonies/Count for Sample:	**2**	

Master Bathroom (C19-0618-3)

Organism	*Count*	Included in count?
Fusarium	1	✓
Mucor	1	✓
Total Colonies/Count for Sample:	**2**	

Boy's Bedroom (C19-0618-4)

Organism	*Count*	Included in count?
Microsporum	2	✓
Total Colonies/Count for Sample:	**2**	



Introduction:

Mold is found in all environments and is a vital part of our ecosystem, serving to biodegrade waste organic matter (old leaves, un-picked fruit, etc). There are many thousands of known mold species. Mold typically reproduces through the use of spores, which, individually, are too small to see with the naked eye. When these spores land in an environment containing organic material that is suitable for use as a food source (such as old bread, cardboard, drywall, etc.) and that has a supply of at least some level of moisture (even humidity >60% in a room may suffice), the spores begin to grow into individual colonies, which we can see visually. These colonies then continue reproducing. This reproduction process can result in the production of a tremendous number of spores within a colony, which can then be spread in to the air, beginning the process anew. Many molds also produce mycotoxins (poisons) that serve as a defense mechanism to inhibit the growth of other micro-organisms in the areas around them.

Elevated concentrations of mold spores have been known to produce allergic reactions and many other health symptoms in those who have compromised or dysfunctional immune systems. However, there are no established regulatory standards indicating the level of contamination at which human health is adversely affected. The presence of mold spores does not necessarily indicate potential health affects.

Interpretation of Results:

Various mold spores have been identified. Since there are currently no regulatory defined or acceptable airborne mold spore concentration levels, i.e. Maximum Contaminant Levels as defined by a recognized authority such as the Occupational Safety and Health Administration (OSHA) or the American Council of Governmental Industrial Hygienists (ACGIH), the following health scale is utilized to determine potential health affects for mold susceptible individuals.

Gravity Plate Agar Results (1 hour Exposure)	Health Effects Concern
0 to 4 total mold colonies per area (room)	Is within a normal range
5 to 8 total mold colonies per area (room)	**Is cause for concern - illness is possible** in individuals who are susceptible
9 or greater total mold colonies per area (room)	**Is hazardous - illness likely** in individuals who are susceptible

Adopted from Dr. Donald P. Dennis, Chronic Sinusitis: Defective T-Cells Responding to Superantigens, Treated by Reduction of Fungi in the Nose and Air in July 2003 (Vol. 58 , No. 7), Archives of Environmental Health.

The listed health scale applies to indoor air samples only. Swab samples, tap test samples and air samples from unoccupied areas (e.g. – attics and crawlspaces) do not fall under this health scale. Interpretation of these results is left to the client's environmental specialist.

Listed on the next page(s) are the molds observed in the submitted samples and their associated characteristics/toxins. A health professional should be consulted to assess potential health effects of exposed individuals.

Mold/Organism	Characteristics
Alternaria	Common saprobe or plant pathogen. Isolated from plant debris, soils, foods, and textiles. Grows well on cellulose surfaces, such as wallboard and paint, with a low level of moisture provided. Can lead to opportunistic infections in immunocompromised and wound patients. Associated mycotoxins : Gliotoxin, tenuazonic acid, altenuic acid, altenariol and alternariol monomethyl ether
Fusarium	Very common plant pathogen or saprobe on plant debris and in soil. Some species produce toxins in grains or stored animal feed. Frequently involved in traumatic infections and opportunistic infections in immunocompromised patients. Associated mycotoxins : Acetoxyscirpenediol, Acetyldeoxynivalenol, Acetylneosolanio, Acetyl T-2 toxin, Avenacein +1, Beauvericin +2, Butenolide, Calonectrin, Deacetylcalonectrin, Deoxynivalenol monoacetate, Diacetoxyscirpenol, Enniatins, Fructigenin +1, Fumonisin B1, Fusaric acid, Fusarin, HT-2 toxin, Ipomeanine, Lateritin +1, Lycomarasmin +1, Moniliformin, Monoacetoxyscirpenol, Neosolaniol, Nivalenol, NT-1 toxin, NT-2 toxin, Sambucynin +1, Scirpentriol, T-1 toxin, T-2 toxin, Triacetoxyscirpendiol, Trichothecenes, Yavanicin+1, Zearalenone
Microsporum	Microsporum is a filamentous keratinophilic fungus included in the group of dermatophytes. The natural habitat of some of the Microsporum species is soil, however other species are found on animals and humans.
Mucor	Mucor is a ubiquitous filamentous fungus particularly found in soil, plants, decaying fruits and vegetables. Mucor may cause infections in humans, frogs, amphibians, cattle, and swine.

Mold/Organism	Characteristics
Penicillium	Penicillium is a filamentous fungi of more then 350 species that is found widespread, particularly in soil, decaying vegetation, and the air. Penicillium is commonly considered a contaminant but may cause infections, particularly in immunocompromised hosts. This fungi can produce penicillin, a molecule that is used as an antibiotic, which kills or stops the growth of certain kinds of bacteria inside the body. In addition to the infectious potential, Penicillium is known to produce mycotoxins such as ochratoxin A. Associated mycotoxins : 3-Nitropropionic Acid, 9-deacetylfumigaclavine, C, AcT1, Aflatoxin B1, Aflatoxin B2, Aflatoxin B2a , Aflatoxin B3, Aflatoxin G1, Aflatoxin G2, Aflatoxin M1, Aflatrem, Altenuic acid, Alternariol, Aspertoxin, Austamide, Austdiol, Austin, Austocystin A, Brevianamide A, Citreoviridin, Citrinin, Cyclopiazonic Acid, Cytochalasin E, Dechloronidulin, Destructin B, Echinuline, Emestrin, Emodin/Archin/Emodol/Frandulic Acid, Fumagillin, Fumigaclavine A, Fumigaclavine C, Fumitremorgin A, Fumitremorgin C, Fumonisin B2, Gliotoxin, Helvolic Acid, Islanditoxin, Kojic Acid, Malformin C, Malformins, Maltoryzine, Methyl-sulochrin, Neoechinuline, O-methyl-Sterigmatocystin, O-Methyldihydrosterigmatocystin, Ochratoxin A, Ochratoxin B, Ochratoxin C, Oxalic acid, Patulin, Penicillic Acid, Penitrem, Phthioic Acid, Pyripropene A, Restrictocin, Rubratoxin, Rubroskyrin, Rubrosulphin, Rugulosin, Secalonic Acid D, Sterigmatocystin, Terpeptin A, Terpeptin B, Terreic Acid, Terretonin, Territrem A, Tryptoquivaline A, Verruculogen, Versicolorin A, Verruculogen Viomellein, Viopurpurin, Viriditoxin, Xanthocillin, Xanthomegnin

References:

1. Atlas of Clinical Fungi, 2nd Edition. G.S. de Hoog, J. Guarro, J. Gene & M.J. Figueras. Centraalbureau voor Schimmelcultures / Universitat Rovira I Virgili, 2000.
2. Pictorial Atlas of Soil and Seed Fungi, Morphologies of Cultered Fungi and Key to Species, 2nd Edition. Tsuneo Watanabe. CRC Press, 2002.
3. Medically Important Fungi, A Guide to Identification, 5th Edition. Davise H. Larone. ASM Press, 2011.
4. Identifying Filamentous Fungi, A Clinical Laboratory Handbook, 2nd Edition. Guy St-Germain, Richard Summerbell. Star Publishing Company, 2011.
5. Bioaerosols: Assessment and Control. Janet Macher. American Conference of Government Industrial Hygienists, 1999.
6. EPA – The Inside Story: A Guide to Indoor Air Quality (http://www.epa.gov/iaq/pubs/insidest.html). U.S. EPA/Office of Air and Radiation, Office of Radiation and Indoor Air (6609J), Cosponsored with the Consumer

Exhibit M.

Re-Inspection: Water Intrusion & Limited Microbial Assessment Remediation Protocol Plan for Lynch Residence. March 7, 2019.

ENVIRONMENTAL
RESEARCH &
RESTORATION
Division of Glamour Environmental, Inc.

4730 North 31st Court
Hollywood, FL 33021
Phone: (954) 967-0011
Fax: (954) 989-3377
Toll Free: (877) 663-5336
Email: enrr2003@gmail.com
www.flmoldinspection.com

Re-Inspection: Water Intrusion & Limited Microbial Assessment & Remediation Protocol

Plan for:

Lynch Residence

ERR PROJECT NO. 19-0049-01
(R:18-0187-01, 15-0212-01)

Site Address:
920 S. Lakeside Dr.
Lake Worth, FL 33460

Prepared for:

Lisa Lynch
920 S. Lakeside Dr.
Lake Worth, FL 33460

Prepared by:

Environmental Research & Restoration
4730 North 31st Court
Hollywood, FL 33021
Inspection Date: March 7, 2019

Reference: Re-Inspection - Water Intrusion & Limited Microbial Assessment of the Lynch Residence Located at: 920 S. Lakeside Dr. Lake Worth, FL 33460

Dear Mrs. Lynch,

Environmental Research & Restoration is pleased to submit this assessment of our site visit at the above-referenced location, which was conducted on **March 7, 2019**. This report represents our site observations and recommendations for further action.

A scope of work is given in detail with specific requirements for the prevention of cross-contamination (spreading of microbial spores) throughout the non-contaminated areas.

Unabated mold can become a serious health threat to susceptible individuals. It is recommended that the protocols outlined in this report be conducted as soon as practical, as fungi are living organisms that digest the structure on which they grow.

After completion of the remediation procedures, it is imperative that **Environmental Research & Restoration** be notified prior to removing any of the containment barriers to conduct a visual inspection with post-remediation clearance testing to render the areas clean, prior to restoring the environment to its original condition.

Thank you for allowing **Environmental Research & Restoration** to assist you in meeting your environmental needs.

(1) Executive Summary

Environmental Research & Restoration (ERR) conducted a Limited Air Quality Assessment of the **Lynch Residence.** This assessment was conducted in whole by **Gustavo Idarraga**, Certified Indoor Environmentalist, and Certified Mechanical Air Conditioning Technician with multiple Mechanical A/C Certifications, and reviewed by **Maurice Baum**, Professional Industrial Hygienist; Certified Hazardous Materials Manager, Certified Microbial Consultant, and Licensed and Certified Fire and Smoke Damage Investigative Consultant.

This study was conducted on **March 7, 2019** in response to concerns of continued odor and suspect microbial growth within the residence. **Mrs. Lynch** and her children reportedly experience persistent, allergy-like symptoms consistent with microbial amplification, while occupying the residence. Environmental data was collected and analyzed to determine if compromised building materials were present. The data collected indicated isolated areas and building materials identified as compromised, and a remediation plan was developed.

(2) Introduction

ERR was contacted to inspect the **Lynch Residence** for compromised building materials, and identify the cause and origin of the suspected water intrusion and microbial growth. **ERR** conducted two prior inspections of the **Lynch Residence** on **June 10, 2015** and **September 12, 2018**. Samples collected on these inspections did identify elevated levels of fungal activity, and a remediation plan was developed. Following the **2018** inspection, it was our professional opinion that the origin of water intrusion into the **Lynch Residence** was due to leaking air ducts in the attic.

The following observation and remediation protocols were outlined in **Section 3, Paragraph 4** of the **2018** report:

> It is highly suspect that the mold spores identified in the breathing air are originating from the leaking air ducts in the attic with sweat and condensation occurring below the insulation and attic floor.
>
> **Scope of Work**
>
> - It is recommended that when the roof is repaired and attic insulation is removed a reinspection of the attic should be conducted, prior to installing new insulation.
>
> - We will then determine or develop a proper scope of work to ensure that new insulation is not installed on top of a contaminated surface.

Reportedly, the remediation company hired by the **Lynch's** to eradicate the mold from the residence failed to follow protocols per industry standards, and sub-contracted a company to re-insulate the attic before **ERR** could conduct clearance testing. It is highly suspect that the insulation was installed over a contaminated attic floor surface.

On **March 7, 2019**, **ERR** personnel conducted a re-inspection of the **Lynch Residence**. However, the re-installed attic insulation did not allow for full access to the attic, thus, our technicians were unable to conduct a thorough inspection for water and/or mold-compromised attic substrates.

A representative number of moisture measurements were collected of the baseboards and drywall. Interviews with **Mrs. Lisa Lynch** were conducted. A number of representative samples of apparent visible water compromise of drywall and wall cavity air were collected for water damage and mold spore analysis to determine the condition of building materials in the wall cavities. The residence at the time of the inspection was photo-documented.

These photos may contain additional information, or items not specifically noted in this report or in the photograph(s). These photos are hereby incorporated into, and made part of, this inspection report. This report is for the sole use of our client. Use by others without this company and our permission is prohibited.

NOTE: Remediation recommendations, as stated in this report, are to correct the limited symptoms only. The symptoms will reoccur if the cause of the problem is not addressed and corrected.

(3) Visual Observations on March 7, 2019

- The front of the **Lynch Residence** faces **West**.
- There is a musty odor present immediately upon entry.

Kitchen

- There are visible water stains above the **West** wall.
- Reportedly, the ceiling was repainted one year ago, yet the paint is visibly blistered and peeling in isolated areas.
- The high-hat lights are not sealed, and appear to hang loosely from the ceiling. This allows unconditioned air from the attic to clash with the cool air below.
- There are open wall cavities below the stove at the **South** wall.
- There is visible mold inside the cabinets, above the stove, at the **South** wall, apparently from the previously-reported roof leak.
- The back of the sub-zero refrigerator is against the **West** wall of the kitchen, adjoining the **East** wall of the living room.

- One wall cavity sample collected from the **East** wall of the living room behind the refrigerator, identified elevated levels of **Penicillium Aspergillus** species of toxic fungi.
- Due to debris interference, the spore count is likely higher than detected by lab analysis.

Kitchen/ Living Room – Scope of Work

- The **East** wall of the living room and the adjoining **West** wall of the kitchen should both be removed horizontally in their entirety, and from the floor vertically to a minimum height of 2' feet.
- The high-hat lights should be secured and re-sealed to prevent air from the attic from entering the ambient air of the living space.

Master Suite - Hallway

- The master suite is adjacent the foyer, where the musty smell is most noticeable.
- One air sample collected from the **North** wall of the master suite hallway, adjacent the kitchen, identified a total of **732** mold spores per cubic meter of air. Mold counts are likely higher due to debris interference within the wall cavity.
- The lab classifies these results as "**Normal**," however, a spore count of **1,000** or more spores per cubic meter is considered an "**action**," or **hazardous** level of mold, by the National Institute of Occupational Safety and Health (**NIOSH**).
- It is my opinion, as an industry professional with over 40 years of experience, that these levels are, in fact, **abnormal**, and likely related to the elevated fungal amplification behind the refrigerator.

Master Suite – Bathroom

- There are visible, suspect termite droppings below the **South** vanity, against the **West** wall.
- One wall cavity sample collected from below the window at the **West** wall identified a normal fungal ecology (**89** total spores per cubic meter of air), however, due to debris interference, the spore count is likely higher than identified by lab analysis.

Master Suite – Scope of Work

- The **North** wall of the master suite, adjacent the **South** wall of the kitchen, should be removed horizontally in its entirety, and from the floor vertically to a minimum height of 2' feet.
- It is recommended that the **Lynch Residence** be inspected by a professional pest control contractor, as suspect termite droppings were identified.

Note: Clearance testing of the attic is strongly recommended to clear the home as safe for occupancy, however, a thorough inspection yielding accurate results is impossible until all insulation has been removed.

(4) Remediation Activities

- All contamination should be removed a minimum **1' foot** beyond the last visible trace, in compliance with the Institute of Inspection Cleaning & Restoration Certification **(IICRC)** standards and updated **New York City Mold Remediation Guidelines**. The remediation contractor must erect a containment barrier to encapsulate the immediate work section. The containment barrier should be maintained under negative air until the building has passed clearance testing.
- **Environmental Research and Restoration** should be notified **48 hours** prior to post-remediation clearance testing.
- **Note:** The State of Florida has a mold remediation and assessor bill. Under this law, any contractors working on residential or commercial property should provide a certificate of insurance to the homeowner or building owner. This certificate of insurance should be a liability policy for no less than $1,000,000.00 with a specific mold rider covering mold pollution and/or cross contamination.

(5) Wall Evaluation

1. Evaluate the condition of the interior sides of all exposed walls for evidence of water damage and/or visible microbial growth. If any evidence of water damage and/or visible microbial growth is present, the affected section should be removed 2' feet beyond the last visible trace and disposed of.

2. Interior sides of all exposed walls shall be damp-wiped with an approved anti-bacterial solution and **HEPA** (High Efficiency Particulate Air) vacuumed.

3. Inspect the exposed wood framing in the perimeter walls for microbial growth and decay. All wood studs exhibiting microbial growth should be removed to the height of the remediated drywall. Interior wall cavities and wood framing are to be damp-wiped with and approved antibacterial solution.

4. Once dry, the wood should be sanded and/or wire brushed to remove approximately 1/8" inch of wood, damp-wiped and HEPA vacuumed **AGAIN** as noted above.

5. No fungi inhibitor or stain-blocking agent shall be applied until the structure has passed clearance testing.

6. Negative pressure containment barriers shall remain in place until **Environmental Research & Restoration** has conducted a preliminary clearance.

7. The polyethylene (**Visqueen**) barrier should be damp-wiped with an anti-microbial solution prior to removing the negative pressure barrier.

8. All remaining wall surfaces within the containment area should then be damp-wiped with an antimicrobial solution and HEPA vacuumed.

(6) Air Conditioning Cleaning

It is imperative that after cleaning the air duct system, all fiberglass boots, junction boxes and panel insulation be sealed with FiberLock 8000 or equivalent to prevent any fiberglass particulate release.

***NOTE: A licensed A/C contractor should perform cleaning of the components of the air conditioning system. A certified member of the NADCA (National Air Duct Cleaners Association) should clean the air ducts.**

The air conditioning units and air ducts should be professionally cleaned and **sealed** to prevent the release of fiberglass particulates into the air, as outlined in the HVAC section of this report on the following pages.

It is the responsibility of a licensed A/C contractor to determine whether the air ducts should be cleaned/repaired, or replaced.

1. All work shall be conducted with the system in its "**OFF**" position.
2. Remove all supply and return air duct grids.
3. Clean the interior of all air handler units. Clean insulation by contact vacuum method and foil line installation.
4. Pre-vacuum diffusers, grills and registers in the ductwork. If necessary, remove, chemically wash / clean, and reset.
5. Install vacuum collector unit at a predetermined location and clean the section of ductwork using omni-directional air nozzles and rotary brushes as necessary.
6. All duct lines shall be inspected to ensure that there is no breach in the duct membrane or drop box connection. If any breaches are identified after cleaning is completed, they shall be thoroughly re-sealed prior to releasing the facility.

7. All fiberglass duct-board within the A/C duct system must be sealed to prevent release of fiberglass particulates.

(7) Cleaning HVAC Equipment

1. Isolate HVAC units from adjacent areas with polyethylene sheets. Protect all motors, bearing assemblies, and belt drive assemblies within the HVAC unit housing with tape on polyethylene sheets to prevent water intrusion.
2. Carefully remove and dispose of filter media from holding frames and replace with pleated HEPA-type filters.
3. HEPA vacuum the entire space of the HVAC unit, including each component, supports, frames, etc.
4. Conduct pressure-washing of heating and cooling coil banks.
5. Hand-scrub where required to remove all residual dirt.
6. Rinse thoroughly with clear water to remove any residual dirt and cleaning agent.
7. Fan casings and impeller wheels shall be cleaned on all surfaces inside and outside.

(8) Clothes Dryer Vent

The clothes dryer vent should be professionally cleaned at the time of the air duct cleaning. This eliminates buildup and recontamination of dust and mold spores into the HVAC system, and reduces the risk of house fires.

(9) Final Cleaning

All remaining wall surfaces within the affected area should then be damp-wiped with an antimicrobial solution and HEPA vacuumed. All linen and clothing items should be professionally cleaned and/or dry-cleaned.

(10) Completion Activities

1. Upon completion of remediation and post-remediation clearance testing, ensure the HVAC system is **OFF**, and allow air scrubbers to run for a minimum of **36 hours** to a maximum of **48 hours**.
2. Use an electric blower inside the building to forcibly suspend particulates on the walls, ceilings and floors several times in each area. The goal is to remove suspended particulates and capture microbial matter in the air scrubbers.

3. Contact **Environmental Research & Restoration** at **(954) 967-0011** to schedule air clearance testing of the remediated structure to certify that it is ready for continued restoration and safe for occupancy.

(11) Moisture Measurements

Moisture measurements of substrates (drywall and baseboards) were obtained using one or more of the following: **Surveymaster**, **Traymex** and/or **Ryobi** moisture meters. These instruments identify and determine the moisture content throughout a residence. Moisture is one of the three elements necessary for microbial (mold) amplification.

The purpose of the moisture mapping is to determine the moisture content in the baseboards and walls of a residence. Moisture measurements of **0-13.9%** are considered "dry," **14-19.9%** are considered "elevated," and **20%** or more are considered "wet."

The moisture results for the **Lynch Residence** indicated the following:

- No elevated moisture was identified at the time of this inspection.

(12) Relative Humidity and Temperature Measurements

Relative humidity (**RH**) and temperature measurements were obtained throughout the **Lynch Residence** for comparison to outside conditions. The relative humidity measurement in the indoor ambient air was **59%** and temperature measurements ranged from **69** to **70°F.** The results show that the relative humidity values were within the guidelines purposed by the American Society of Heating, Refrigeration and Air Conditioning Engineers (**ASHRAE**) and the United States Environmental Protection Agency (**EPA**) of **30 – 60% RH.**

(13) Microbial Sampling

Three (3) indoor microbial samples were collected for evaluation against **one (1)** baseline outdoor sample. These sample locations were chosen for representativeness to minimize sample volume. The lab results indicated the presence of mold spores typical to water damage in the areas sampled.

***NOTE: The complete lab results are listed in the Appendix of this report.**

***NOTE: A tape extraction identifies a contaminated surface and does not necessarily relate to occupational exposure.**

(14) All Walls Breathe

- The following data is referenced in the **U.S. Department of Energy & Environmental Building Association,** Builder's Guide Hot-Humid Climates by Joseph Lstiburek, Ph.D., P. Eng.

- All homes and walls breathe. Therefore, mold and dust mite feces within a wall cavity has the ability to be released into the ambient air at any given time.

- The AC return pulls all air (clean and contaminated) through the wall.

- There is no air sampling pump available on the market, consistent with industry standards, capable of pulling more than two cubic feet of air from a given sample area.

- As such, if the sampling pump is moved two feet in any given direction, it can yield completely different results.

- Sampling by use of air samples **alone** is an inadequate sampling strategy that is unlikely to identify the problem.

(15) Occupational Health Concerns

As of the date of our visit, the **Lynch Residence was being** occupied. Generally, it is recommended that any occupants with allergy history, or residents in areas of the home that will require remediation, find temporary living arrangements once the proposed decontamination and restoration procedures commence. These arrangements should be maintained until all of the proposed decontamination and restoration procedures are completed, and the work area has passed clearance testing. The occupants of the **Lynch Residence** are encouraged to provide their medical health provider with a copy of this report to determine if relocation is required based on their relevant medical history. It is recommended that the **Lynch's** healthcare provider review the attached.

(16) Occupational Health Concerns for Remediation Contractors

The elevated presence of mold spores in the affected area(s) could create a potential health threat to susceptible occupants. Identification of fungi is only the first step in remediation. It is therefore important that remediation be conducted in an expedient manner with appropriate personal protection equipment (**PPE**).

Fungi in buildings may cause or exacerbate allergy-like symptoms (wheezing,

chest tightness, shortness of breath, nasal congestion, eye irritation, etc.), especially in individuals with a history of allergic disease (such as asthma and rhinitis). It is therefore recommended that individuals with persistent health problems which appear to be fungi-related (mold or mildew), or other bioaerosol exposures, avoid prolonged exposure to contaminated areas.

This notice is referenced in the *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000, and is mandated under the **IICRC S520 Standard**. In addition, persons with a history of allergies should pay close attention to the individual health effects listed in the appendix section of this report. Exposure to bioaerosols should be evaluated by a medical professional.

(17) Scope of Work

To minimize liability, exposure, cross-contamination and costs, work should be conducted in accordance with industry standards as appropriate such as:

- The IICRC S520 Mold Remediation Standard, January 2004 and be followed in its entirety.
- The American Conference of Governmental Industrial Hygienist (ACGIH Guidelines) for remediation of mold contaminated building components (walls, ventilation systems, support beams, etc.);
- The American Indoor Air Quality (AMIAQ) standards; and
- The American Industrial Hygiene Association's (AIHA) Bio Safety Guide (field guide for the determination of biological contaminants in environmental samples).

(18) Preparation Tasks

The following tasks refer to the flooring, walls, ceiling and A/C units only, and do not address the more stringent measures for residential units (foodstuff, furnishings, etc.)

(19) Site Preparation

1. Personal protection for restoration employees must be maintained until the completion of High Efficiency Particulate Air (HEPA) vacuuming of the **Lynch Residence**. Personal protection must comply with the Occupational Safety & Health Administration (**OSHA**) standards and the **IAQ** Guidelines.
2. **Modified Level-C PPE** should be worn (Tyvex suits, Nitril gloves, Tyvex booties, full/half face respirator with HEPA cartridges). If using half-face respirator, safety glasses must be used.

3. It is the contractor's responsibility to determine whether asbestos is present. **Environmental Research and Restoration** recommends that asbestos testing be conducted prior to remediation activities.
4. The contractor conducting the restoration must have a valid respiratory protection plan and documentation of fit testing and personnel physicals, and be in full compliance with **OSHA** standards.
5. The HVAC unit must be in the **OFF** position for the duration of the restoration and reconstruction of the **Lynch Residence.**
6. All entryways must be sealed with polyethylene sheeting and duct tape to achieve negative pressure.
7. Signage should be posted outside the containment area prior to the beginning of work which states:

   "WARNING – CONTAMINATED WITH MOLD. AUTHORIZED PERSONNEL ONLY."
8. Signage should be posted on the interior of the building, clearly visible prior to containment entry, but not visible from the outside.
9. The health provider for the building owner must approve all decontamination or antimicrobial solutions, and consult the appropriate MSDS.

(20) Personal Effects

Personal effects (contents) should be cleaned, HEPA vacuumed, damp-wiped, removed, and stored before remediation. Clothing should be professionally laundered or dry-cleaned. A certified member of the **Restoration Cleaners Association** should do the professional cleaning.

(21) Proper Disposal

Proper disposal includes placing manageable sections of the contaminated materials in a **6-mil polyethylene bag**. The bag should be sealed for suitable disposal in the outside roll-off container.

(22) Drywall Removal

Drywall removal is required when drywall becomes water-compromised. When drywall gets wet, there are two established industry standards:

- The National Drywall Association
- FEMA

Both standards state, "...when drywall becomes wet, it should be removed." Therefore, the scope of work is not based simply on mold damage, but rather on the fact that the drywall was wet (i.e. soaked in standing water), and therefore meets the definition of "compromised at the time of our inspection."

(23) Limitations

The results of this report represent conditions at the specific time and location in which the aforementioned were procured. Thus, this report should not be relied upon to represent conditions at any other location, time, or date, and does not imply that this location is free of these or other contaminates. The intent of this report is to assess the conditions of a sampled area to determine basic microbial conditions. Although this type of analysis is a valuable tool to enhance an environmental assessment, it should not be used solely to determine health risks or an occupant's exposure to such agents, if any. Some fungi are not identified by direct microscopic observation alone. To access additional data, more extensive testing may be required. This report is intended for the sole use of the client and all results are private and confidential.

Certification

---

(24) Environmental Research & Restoration completed a Water Damage and Limited Microbial Assessment of the **Lynch Residence.** The assessment followed methods and procedures consistent with good commercial or customary practices. This report is exclusively for the use and benefit of the parties identified on the cover of this report, and is not intended for the use or benefit of any other person or entity, nor may any other person or entity rely upon it. The contents of this report may not be quoted in whole, in part, or distributed to any person or entity other than the **Lynch Residents** hereof without, in each case, the consent of the client or the undersigned. Should you have any questions, please do not hesitate to contact the undersigned.

(25) References

* *Guidelines on Assessment and Remediation of Fungi in Indoor Environments,* NY City Department of Health, April 2000.

* Institute of Inspection, Cleaning and Restoration Certification *(IICRC) S520 Standard.*

* Standard and Reference Guide for Professional Water Damage Restoration: 2nd Edition, IICRC Vancouver, WA, USA.

* Micro fungi: Suzanne Gravesen, Microbiologist; Jens S. Frisuad, Mycotoxicologist; Robert A. Samson, Mycotoxicologist, Munksgaard, 1994.

* New York City Department of Health (Guidelines on Assessment

and Remediation of Fungi in Indoor Environments), April 2000.

* Bio-aerosols Assessment and Control, American Conference of Governmental Industrial Hygienist, ACGIH, Cincinnati, Ohio, 1999.

* Field Guide for the Determination of Biological Contaminants in Environmental Samples, an AIHA Bio-Safety Guide.

* IAQ Microbiology Reference Guide, Aerotech Kalmar Laboratories Phoenix, Arizona, 2000.

* American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62-2001.

* Other citations omitted.

Respectfully Submitted,

Gustavo Idarraga

Gustavo Idarraga, CIE, CMAT
Certified Indoor Environmentalist,
Certified Mechanical Air Conditioning Technician

Reviewed by:

Dr. Maurice Baum

Dr. Maurice Baum, PIH, CHMM, CMC, CFSC
Professional Industrial Hygienist
Certified Hazardous Materials Manager
Certified Microbial Consultant
Certified Fire & Smoke Damage Investigative Consultant

EXHIBIT

A

SCIENTIFIC

ANALYTICALS &

CHAIN OF CUSTODY

INSPECTORLAB
Dove Environmental Corporation
3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309
888-854-0477

PREPARED FOR: ENVIRONMENTAL RESEARCH AND RESTORATION **TEST ADDRESS:** 920 S LAKESIDE DR LAKE WORTH, FL 33460

CERTIFICATE OF MOLD ANALYSIS

PREPARED FOR:

ENVIRONMENTAL RESEARCH AND RESTORATION

PHONE NUMBER: (954) 967-0011

EMAIL: ENRR2003@GMAIL.COM

TEST LOCATION:

LISA LYNCH

920 S LAKESIDE DR

LAKE WORTH, FL 33460

CHAIN OF CUSTODY # 52248800

COLLECTED: THU MARCH 07, 2019

RECEIVED: THU MARCH 07, 2019

REPORTED: THU MARCH 07, 2019

APPROVED BY: JOHN D. SHANE PHD
LABORATORY MANAGER

VERSION: 1.0 (A VERSION NUMBER GREATER THAN ONE (1) INDICATES THAT THE DATA IN THIS REPORT HAS BEEN AMENDED)

EPA regulations or standards for airborne or surface mold concentrations have not been established. There are also no EPA regulations or standards for evaluating health effects due to mold exposure. Information about mold can be found at www.epa.gov/mold.

All samples were received in an acceptable condition for analysis unless noted specifically in the Comments section under a particular sample. All results relate only to the samples submitted for analysis.

A version greater than 1.0 indicates that the lab report has been revised.

FOR MORE INFORMATION, PLEASE CONTACT INSPECTORLAB AT (800) 544-8156 OR EMAIL ASK@INSPECTORLAB.COM

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Accredited Laboratory LAB ID # 102988

PREPARED FOR: ENVIRONMENTAL RESEARCH AND RESTORATION **TEST ADDRESS:** 920 S LAKESIDE DR LAKE WORTH, FL 33460

Detailed Mold Report

(WATER-INDICATING FUNGI, IF PRESENT, ARE SHOWN BELOW IN RED)

Analysis Method	Air Analysis	Air Analysis	Air Analysis	Air Analysis
Lab Sample #	52248800-1	52248800-2	52248800-3	52248800-4
Sample Identification	2713393	2713392	2713386	2713391
Sample Location	BASELINE	LIVING ROOM E WALL BEHIND REFRIGERATOR	MASTER BEDROOM HALLWAY N WALL BEHIND KITCHEN	MASTER BATH BELOW W WINDOW
Sample Type / Metric	AllergencoD/150.0L	AllergencoD/45.0L	AllergencoD/45.0L	AllergencoD/45.0L
Analysis Date	Thu March 07, 2019	Thu March 07, 2019	Thu March 07, 2019	Thu March 07, 2019
Determination	**CONTROL**	**PROBLEM**	**NORMAL**	**NORMAL**

Fungal Types Identified	Raw Count	Spores / m^3	% of Total	Raw Count	Spores / m^3	% of Total	Raw Count	Spores / m^3	% of Total	Raw Count	Spores / m^3	% of Total
***INDOOR PROBLEM FUNGI**												
Penicillium/Aspergillus	---	---	---	**1,340**	**29,748**	**99**	---	---	---	---	---	---
****Non-Problem Fungi**												
Arthrinium	---	---	---	1	22	<1	1	22	3	---	---	---
Ascospores	7	47	58	---	---	---	---	---	---	---	---	---
Basidiospores	3	20	24	1	22	<1	---	---	---	---	---	---
Ganoderma	---	---	---	---	---	---	---	---	---	1	22	24
Penicillium/Aspergillus	---	---	---	*	*	*	32	710	96	3	67	75
Peronospora	1	7	8	---	---	---	---	---	---	---	---	---
Unclassified Pigmented Spores	1	7	8	---	---	---	---	---	---	---	---	---
Total Spore Count	12	81	100	1,342	29,792	100	33	732	100	4	89	100
Minimum Detection Limit	7			23			23			23		

Comments/Definitions
Raw Count: Actual number of spores observed and counted.
Spores/m^3: Spores per cubic meter.
% of Total: Percentage of a particular spore in relation to total number of spores.
X: Spore type was observed.
---: Spore type was not observed.

CONTROL samples are normally taken outside a building to provide a baseline from which samples on the interior of the building are compared. Outside air is considered normal whatever the mold counts may be. LIGHT DEBRIS: The debris present in the sample likely had no effect on the accuracy of the mold count.

Mold concentrations in the air are ABNORMAL and based on the mold counts, you likely have a mold source from which spores are able to become airborne and are an exposure concern to the occupants. HEAVY DEBRIS in the sample likely caused significant interference affecting the accuracy of the mold count. Counts are probably higher than shown in this report.

Mold counts are within a NORMAL RANGE and there is no indication, based on the mold counts, that there is any exposure concern to the occupants. HEAVY DEBRIS: The debris present in the sample likely caused significant interference affecting the accuracy of the mold count. Counts are probably higher than shown in this report.

Mold counts are within a NORMAL RANGE and there is no indication, based on the mold counts, that there is any exposure concern to the occupants. HEAVY DEBRIS: The debris present in the sample likely caused significant interference affecting the accuracy of the mold count. Counts are probably higher than shown in this report.

* **Indoor Problem Fungi** are generally capable of growing on wetted building materials.
** **Non-Problem Fungi** are less capable or do not grow on wetted building materials. They are commonly found in the air outside and infiltrate into indoor air naturally. High numbers of any one of these spore types as compared to the Control sample may indicate that they are growing on wetted building materials indoors.
Spore types not listed in this report were not observed.
Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.

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Mold Glossary

PREPARED FOR: ENVIRONMENTAL RESEARCH AND RESTORATION **TEST ADDRESS:** 920 S LAKESIDE DR LAKE WORTH, FL 33460

Introduction

All spores found in indoor air are also normally found in outdoor air because most originate or live in the soil and on dead or decaying plants. Therefore, it is not unusual to find mold spores in indoor air. This Mold Glossary is only intended to provide general information about the mold found in the samples that were provided to the laboratory.

Arthrinium

Outdoor Habitat: Soil and decaying vegetation

Indoor Habitat: Wetted wood and gypsum wallboard paper

Allergy Potential: One species, A. sphaerospermum, reported to be an allergen.

Disease Potential: Not normally considered a pathogen, but can become so in immunocompromised persons.

Toxin Potential: None known

Comments: Rarely reported in the air.

Ascospores

Outdoor Habitat: Soil and decaying vegetation, dead and dying insects. These spores constitute a large part of the spores in the air and can be found in the air in very large numbers in the spring and summer, especially during and up to three (3) days after a rain.

Indoor Habitat: Very few of fungi that produce ascospores grow indoors. Some fungi that produce ascospores are recognizable by their spores and when observed are listed under their own categories. Wetted wood and gypsum wallboard paper

Allergy Potential: Depends on the type of fungus producing the ascospores.

Disease Potential: Not normally pathogenic as a group

Toxin Potential: None known

Comments: Ascospores are produced from a very large group of fungi. Notable ascospores that are considered problematic for indoor environments are Chaetomium, Peziza, and Ascotricha. If these types of ascspores are observed they will be listed in the report under their own names.

Basidiospores

Outdoor Habitat: These are mushroom spores and are common everywhere outside, especially in the late summer and fall.

Indoor Habitat: Mushrooms can grow on very wet wood products, especially on footer plates, basements, and crawlspaces. Sometimes mushrooms can be observed growing in potted plants indoors.

Allergy Potential: Rarely reported, but some Type I (hay fever, asthma) and Type III (hypersensitivity pneumonitis) has been reported.

Disease Potential: None known

Toxin Potential: None known

Comments: Mushroom spores are commonly found indoors, especially when the outdoor spore count is high. When spores of this group are derived from wood rotting fungi, including dry rot (Serpula and Poria), they can be especially destructive to buildings. When spores from destructive types of mushrooms (dry and wet rot group) are observed in the sample they are listed under their own names on the report.

Ganoderma

Outdoor Habitat: Growing as a parasite on other plants and fungi, especially on trees, notably hardwoods

Indoor Habitat: Does not grow indoors

Allergy Potential: Type I (hay fever, asthma), rare

Disease Potential: None known

Toxin Potential: None known

Comments: Extensively used as a Chinese herbal supplement

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Mold Glossary

PREPARED FOR: ENVIRONMENTAL RESEARCH AND RESTORATION **TEST ADDRESS:** 920 S LAKESIDE DR LAKE WORTH, FL 33460

Penicillium/Aspergillus

Outdoor Habitat: Soil and decaying vegetation, textiles, fruits. These spores are commonly observed and are a normal part of outside air.

Indoor Habitat: Wetted wood and gypsum wallboard paper, textiles, leather, able to grow on many types of substrates.

Allergy Potential: Type I (hay fever, asthma), Type III (hypersensitivity pneumonitis)

Disease Potential: Opportunistic pathogen in immunocompromised persons, not normally a pathogen in healthy individuals.

Toxin Potential: Several known

Comments: Extremely common in indoor air in low amounts. This type of spore should not constitute an overwhelming percentage and be present in very high numbers.

These two genera are grouped together because they cannot be reliably differentiated into their respective genera based solely on spore morphology.

Peronospora

Outdoor Habitat: A downey mildew spore that grows on the leaves on living plants

Indoor Habitat: Not normally known to grow indoors, but may be growing on leaves of houseplants.

Allergy Potential: None known

Disease Potential: None known

Toxin Potential: None known

Comments: Downy mildews are generally favored by cool temperatures (15-23° C = 58-72° F) and relative humidity above 85% on the leaf surface.

Unclassified Pigmented Spores

Outdoor Habitat: None specified

Indoor Habitat: None specified

Allergy Potential: Unknown

Disease Potential: None known

Toxin Potential: Unknown

Comments: Unknown spores that have at least some color, but do not have enough distinctive characteristics to be identified as any particular type of spore.

This type of spore may also be new to science and therefore, unclassified.

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(800)544-8156

CHAIN OF CUSTODY

COMPANY ACCOUNT CODE

310311873

WEATHER:

		CONDITIONS	FOG	RAIN	SNOW	WIND
R/H		LIGHT				
		MODERATE				
TEMP		HEAVY				
		CLEAR				

COMPANY CONTACT INFORMATION

PROPERTY LOCATION INFORMATION

CLIENT NAME: Lisa Lynch ADDRESS: 920 S. Lakeside Dr. CITY: Lake Worth STATE: FL ZIP: 33460

ANALYSIS TURNAROUND TIMES		RECOMMENDED FLOW RATE & SAMPLING TIMES
MOLD - SAME DAY	LEAD & WATER - 3 DAYS	TOTAL VOLUME RECOMMENDATIONS:
ASBESTOS - NEXT DAY	BEDBUG & DRYWALL - CALL	AIR-O-CELL/ALLERGENCO-D: NORMALLY - 15 LITERS / 10 MINS = 150L HIGH DEBRIS - 15 LITERS / 5 MINS = 75L WALL CAVITY - 15 LITERS / 30 SECS = 7.5L

SAMPLE TYPE ANALYSIS CODES			
ST - SPORE TRAP TYPES: AIR-O-CELL, ALLERGENCO, ETC.			BC - BULK COUNT
T - TAPE/BIO-TAPE	B - BULK	SW - SWAB	SC - SWAB COUNT
AS - ASBESTOS	LP - LEAD PAINT	W - WATER	TC - TAPE COUNT

	SAMPLE SERIAL #	COLLECTION LOCATIONS	SAMPLE NOTES	TOTAL VOLUME	SAMPLE TYPE CODE
1	2713393	Baseline	10 mins	150L	AOC
2	2713392	Living Room E wall Behind Refrigerator	3 mins	45L	AOC
3	2713386	Master Bedroom Hallway N wall Behind Kitchen	3mins	45L	AOC
4	2713391	Master Bath Below W window	3mins	45L	AOC
5					
6					
7					
8					
9					
10	ALL REPORTS CAN BE VIEWED AFTER LOGGING INTO INSPECTORLAB.COM AT HTTPS://INSPECTORLAB.COM/ISG/INSPECTORS/SEARCHPROPERTIES				

SAMPLED BY: Gustavo I. DATE: 3/7/19 RELEASED BY: DATE: __/__/__

ACCEPTED [X] REJECTED [ ] PREPARED BY: AT ANALYZED BY: [illegible] REPORTED BY:

SEND TO: 3301 NW 55TH ST., FT LAUDERDALE, FL 33309 RESULTS ALWAYS AVAILABL

52248800
Environmental Research and Restoration
Maurice Baum - (954) 967-0011 - Samples: 4
Date Received: 03/07/19 01:49 PM

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(800)544-8156

CHAIN OF CUSTODY

COMPANY ACCOUNT CODE

310311873

WEATHER:

		CONDITIONS	FOG	RAIN	SNOW	WIND
R/H		LIGHT				
		MODERATE				
TEMP		HEAVY				
		CLEAR				

COMPANY CONTACT INFORMATION

PROPERTY LOCATION INFORMATION

CLIENT NAME: Lisa Lynch ADDRESS: 920 S. Lakeside Dr. CITY: Lake Worth STATE: FL ZIP: 33460

ANALYSIS TURNAROUND TIMES		RECOMMENDED FLOW RATE & SAMPLING TIMES
MOLD - SAME DAY	LEAD & WATER - 3 DAYS	TOTAL VOLUME RECOMMENDATIONS:
ASBESTOS - NEXT DAY	BEDBUG & DRYWALL - CALL	AIR-O-CELL/ALLERGENCO-D: NORMALLY - 15 LITERS / 10 MINS = 150L HIGH DEBRIS - 15 LITERS / 5 MINS = 75L WALL CAVITY - 15 LITERS / 30 SECS = 7.5L

SAMPLE TYPE ANALYSIS CODES			
ST - SPORE TRAP TYPES: AIR-O-CELL, ALLERGENCO, ETC.			BC - BULK COUNT
T - TAPE/BID-TAPE	B - BULK	SW - SWAB	SC - SWAB COUNT
AS - ASBESTOS	LP - LEAD PAINT	W - WATER	TC - TAPE COUNT

	SAMPLE SERIAL #	COLLECTION LOCATIONS	SAMPLE NOTES	TOTAL VOLUME	SAMPLE TYPE CODE
1	2713393	Baseline	10 mins	150L	AOC
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4	2713391	Master Bath Below W window	3mins	45L	AOC
5					
6					
7					
8					
9					
10	ALL REPORTS CAN BE	VIEWED AFTER LOGGING INTO INSPECTORLAB.COM AT HTTPS:	//INSPECTORLAB.COM/ISG/INSPECTORS	/SEARCHP	ROPERTIES

SAMPLED BY: Gustavo I. DATE: 3/7/19 RELEASED BY: DATE: __/__/__

ACCEPTED ☐ REJECTED ☐ PREPARED BY: ANALYZED BY: REPORTED BY:

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EXHIBIT

B

PHOTOGRAPHS

Lynch Residence
920 S. lakeside Dr. Lake Worth, FL 33460
Inspection Date: March 7, 2019

Visible mold growth on and around the air vent above the stove – kitchen South wall

Visible water/mold stains inside the cabinets above the stove – kitchen South wall

Visible water/mold stains inside the cabinets above the stove – kitchen – South wall

Visible water stains on the ceiling above the West wall

Open wall cavities below the stove/oven at the South wall of the kitchen

Heavy insulation and duct work preventing attic inspection

Heavy insulation and duct work preventing attic inspection

Glamour Environmental, Inc.

4730 N. 31st Court
Hollywood, FL 33021
EIN #: 14-1849373

Invoice

Date	Invoice #
3/8/2019	19-0068

PAID
03/11/2019

Bill To	Job Location
Lisa Lynch 920 South Lakeside Drive Lakeworth, FL 33460	920 South Lakeside Drive Lakeworth, FL 33460

Claim No.	Due Date	Project#
	3/8/2019	19-0049-01

Serviced	Description	Qty	Rate	Amount
3/7/2019	Leak Detection, Water Migration & Air Quality	1	595.00	595.00
3/7/2019	4 Samples @ $95 / Sample	4	95.00	380.00

Total	$975.00
Payments/Credits	-$975.00
Balance Due	$0.00

Phone #	Fax #	E-mail	Web Site
954-967-0011	954-989-3377	enrr2003@gmail.com	www.flmoldinspection.com

Exhibit N.

All American Restoration Corporation. Proposal for mold remediation. October 8, 2019.

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
MOLD REMEDIATION . All American Restoration Corporation will provide material ,labor, equipment & dumping fees to perform the following Scope of Work. Workers wear proper protective equipment; respirators, Tyvek suits, protective eyewear. Set-up temporary floor protection throughout work area for ingress egress. All areas performed in accordance with the specifications and recommendations as prepared by Certified Mold Assessments. . PRIOR TO JOB START: HVAC discharge and determination regarding new closed system with returns. Wood floor determination regarding refinishing before or after remediation. Roof extractors repair to prevent any future water intrusion. Full pack out of home, or determination for All American's involvement on pack out. . HOME PACK OUT Place in bags or plastic bins in garage or rental POD. Per homeowner's discretion. Estimated 2 days. Labor and material . .	4,320.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612

Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
FOYER No remediation expected, remediation on adjacent bathroom will give access to Foyer areas and if work needed, homeowner will be notified. . KITCHEN Minor damage observed in ceiling area, homeowner wishes to retain, upon attic remediation, a better assessment of the situation will be conducted and customer will be notified if ceiling removal is required. . FAMILY ROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard South East wall adjacent to Kitchen, and 2-4 ft beyond any visible damage. Remove and discard impacted insulation if any. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen.	

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 1.5 days. Labor and material . POWDER ROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (2) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard ceiling around HVAC vent 2 ft in all directions and any drywall, a minimum of 2-4 ft beyond any visible water damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's.	3,341.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
Estimated 1 day. Labor and material . MASTER BEDROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard bedroom South drywall a minimum of 2' from the floor and 2-4 ft beyond any visible water damage. Remove and discard hallway North wall adjacent to the Kitchen and 2-4 ft beyond any visible water damage. Remove and discard ceiling and surrounding wall at hallway mirror location; a minimum of 2-4 ft beyond any visible damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly.	2,259.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 2 days. Labor and material . . MASTER BATHROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard vanities, storage unit, wall tile, adjacent drywall and any drywall; a minimum of 2-4 ft beyond any visible water damage. Remove and discard shower stall floor. Remove and discard Northwest wall; 2 ft of adjacent ceiling, assess damage to adjacent Foyer area, and remove any drywall a minimum of 2-4 ft beyond any visible damage. Remove and discard top 2 ft of the South wall to assess previous water leak damage, and remove any additional drywall/ceiling a minimum of 2-4 ft beyond any visible damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution.	4,383.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 3 days. Labor and material . . EAST BEDROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard bowed ceiling, and any drywall; a minimum of 2-4 ft beyond any visible damage. Remove and discard 2ft of drywall below window sill, and any drywall; a minimum of 2-4 ft beyond any visible water damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution.	6,515.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612

Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 2 days. Labor and material . NORTHEAST BEDROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard 2 ft of drywall below windowsill, and any drywall, a minimum of 2-4 ft beyond any visible water damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen.	4,388.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612

Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 1.5 days. Labor and material	3,254.00
. HALL BATHROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard vanity, wall tile, bathtub/enclosure, adjacent drywall, and any drywall a minimum of 2-4 ft beyond any visible water damage. Remove and discard ceiling around HVAC vent, 2 ft in all directions and any drywall; a minimum of 2-4 ft beyond any visible water damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times.	

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 2.5 days. Labor and material .	5,463.00
AIR HANDLER CLOSET ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard Air Handling unit and ducts. Remove and discard ceiling area, and walls; a minimum of 2-4 ft beyond any visible water damage. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's.	

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
Estimated 1 day. Labor and material	2,297.00
. LAUNDRY ROOM ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard drywall under counter, a minimum of 2-4 ft beyond any visible water damage. Inspect adjacent cabinet and remove and dispose if any water damage observed. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 1 day. Labor and material	2,324.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
** If removal of cabinet and countertop is necessary, homeowner will be notified. . ATTIC ISOLATE- Set-up 6-mil plastic containment; isolate the area. (1) AIR SCRUBBERS- Set-up Negative Air Machine(s) 500 CFM. Run prior to and during commencement of abatement work and vent to outside air. Remove and discard insulation. HEPA- Clean-up entire area with a .3 micron filter HEPA Vacuum. BENEFECT- Disinfect area's with Benefect Decon 30 anti-microbial solution. WIRE BRUSH- Remove physical evidence of suspect build-up with a wire brush and spray Hydrogen. REPEAT- Disinfect and HEPA Vacuum. Repeat this process two times. DRY- Dry area thoroughly. SENTINEL- Encapsulate using Sentinel 24/7 Zero VOC's. Estimated 4 days. Labor and material	8,636.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

ALL AMERICAN RESTORATION CORPORATION

1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879
732-792-9612
Lic # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Complete By: Oct 8, 2019

To:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Job Location:
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Customer ID		Sales Rep Name
LYNCH LISA & BRENDAN		
Customer Contact	**Shipping Method**	**Payment Terms**

Description	Amount
ALL AMERICAN HOME DETOX- MAIN HOME AND GUEST HOUSE	
Set-up (2) Negative Air Machine(s) 500 CFM with charcoal filtration.	
Comprehensive cleaning of the home- HEPA vacuum all areas and spray apply Benefect Decoon 30, and wipe in a 3-person succession. This cleaning includes the removal of dust from the home followed by a thorough cleanse of the areas, including hard to reach areas such as closets, cabinets, behind drawers of cabinets, behind and under appliances, and behind kick plates from kitchen and vanity cabinets throughout the home.	
Estimated 3.5 days.	
Labor and material	7,684.00
Dumpster	800.00
.	
Sales tax	3,896.48
.	
Trash dumpster to be utilized for disposal of non-salvageable items during remediation. Customer use available,but overuse resulting in additional dumpster requirements will be billed at a standard $800 per unit.	
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Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL PROPOSAL AMOUNT	**Continued**

All American Restoration Corporation
1820 Route 35 North
South Amboy, NJ 08879

LIC # 13VH09557000

PROPOSAL

Proposal Number: 2019-1262
Proposal Date: Aug 8, 2019
Valid Thru: Oct 8, 2019
Page: 13

CUSTOMER	JOB LOCATION
LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460	LYNCH LISA & BRENDAN 920 SOUTH LAKESIDE DRIVE LAKE WORTH, FL 33460

Description	Amount
POST TESTING- Owner to be notified of completion of remediation. Owner will promptly coordinate for post testing with hygienist. BREAK-DOWN- Acceptable clearance level of laboratory testing will signal a break-down and proper disposal of containment area. . This proposal does not imply or include the cost of reconstruction. As tape sealing of containment is necessary for proper remediation work, the potential for paint lifts and pulls exist. All practical measures for minimizing this impact is taken(taping to trim,molding, door frames).All American Restoration is NOT responsible for the repair or painting of potentially damaged areas. All contracts that include any attic work, run the risk of nail pops potentially developing; all practical measures will be taken to minimize the potential. All American Restoration is NOT responsible for the repair or painting of ceilings due to nail pops.	
TOTAL PROPOSAL AMOUNT	**59,560.48**

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.
HOLD HARMLESS AGREEMENT
The Homeowner holds this contractor harmless for any damage, injury, illness suffered by the Owner, their family, agents, visitors, successors concerning the performance of contracted services. The Owner/Agent is advised microbiological growth (mold) will reoccur if the source of moisture is not remedied.

EXCLUSIONS

All Permit fees, engineering, civil, or architectural, designs. Electric, plumbing, carpentry are excluded unless otherwise stated. Contractor is not responsible for unforeseen subsurface conditions. Contractor not responsible for post testing costs as per terms in our agreement.

Due to growing wages and material costs, this proposal can only be guaranteed for 30 days. Due to popular demand, scheduling can only be guaranteed once the contracts are executed and deposit has been collected.

TERMS 1/3 deposit prior to job start, 1/3 upon 50% completion, balance due upon completion of project. Cancellation is subject to fo deposit.

ACCEPTANCE OF PROPOSAL

Respectfully Submitted Michael Rubino Michael Rubino

The above price, specifications & conditions are satisfactory & hereby accepted. You are authorized to perform the work and payments will be made as outlined._____ Customer's Signature _____Date

All American Restoration Corporation
Notice, Disclosure, Disclaimer & Agreement of Release, Indemnity and Assumption of Risk

Agreement Date: _____

Property owner: _____

Name, address & phone: _____

_____

ORIGINAL

THIS AGREEMENT, made and entered into on the Agreement Date indicated above, by and between the above-named Owner and the undersigned *All American Restoration Corporation* herein referred to as the "Contractor."

The Contractor will provide the services specifically outlined within the Proposal and itemized within the Scope of Work. The executed proposal will become a "Schedule to this contract."

NOTICE

Mold – Recently, mold has been addressed in many forms of media. Mold is a type of fungus. It occurs naturally in the environment, it spreads by means of microscopic spores borne in the wind and is found everywhere life can be supported. Construction within buildings and homes cannot be designed to exclude mold spores. If growing conditions are right, mold can grow in your home. Mold can grow in bathrooms, on tiles, in walls on support beams. Mold seeks a food source which can be fabric, carpet, drywall, wood, insulation, and even wallpaper. Mold also needs moisture to grow and this is the only factor that can be controlled in a building or home. By minimizing moisture, an owner can reduce or eliminate mold growth. Common sources of moisture in an indoor environment may occur from spills, leaks, condensation and high humidity. Good housekeeping & maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on medium, mold can develop within 24 to 48 hours.

MOLD PRE-& POST TESTING

"The owner understands it is a conflict of interest (and illegal in various states) for All American Restoration Corp to be involved in the pre and/or post testing. The owner shall be responsible for the discretion, expenses, and scheduling of an independent mold assessor to assess the property before and after the remediation protocol is finished. The owner understands that we are only providing costs to perform the protocol as per the inspection company. Should the inspection company change or add to the protocol, this may result in additional costs from All American Restoration Corp. We will provide you with written notice if any changes are to occur during the course of remediation for your approval before proceeding. If a post test indicates that further treatment is necessary, and it is within the terms of our contract, All American Restoration Corp agrees to come back at no additional charge to follow the recommendations of the Inspector so that the area is brought back to a normal ecology. If a post test indicates that further treatment is necessary, and it is NOT within the terms of our contract, All American Restoration Corp will provide you with a written change order detailing the costs involved to bring the area back to a normal ecology. If the owner would like further post test verification the owner understands that it is at the owner's sole expense (as mentioned above).

WAIVER OF PRE-& POST TESTING

The Owner shall have a (15) day grace period to obtain post test verification after the work is complete. Time is of the essence to ensure the scope of work has resolved the ecology of the home and is no longer able to spread and cause further damage. Should the owner decide not to post test within the 15 day grace period: The owner agrees to (1) waive all claims for any damages resulting there from and (2) shall defend, indemnify, and hold harmless the Contractor, its subcontractors, agents, officers, directors, and employees from each against any and all direct claims, damages, losses - costs and expenses, including but not limited to attorneys' fees, inspection and testing fees, remediation and dispute resolution process.

__Initial

PAYMMENT AND TERMS SCHEDULE

1.Owner must pay 1/3 of the total contract amount as a deposit upon contract signing. The contractor will not add the contract to the schedule and/or order any materials/equipment until the deposit is received.
2. Owner must pay an additional 1/3 of the total contract amount when the project is considered 50% completed. The contractor will notify the owner in writing to let them know when the project is approaching the 50% completion mark so that the owner is prepared to make the payment.
3. Owner must pay final 1/3 of the total contact amount when the project is completed and ready for post test verification.

The owner agrees that it will make payments according to the above terms within (3) days of being notified that payment is due. The owner agrees to never hold back more than 10% of the total contract amount for any discrepancies on the terms of the contract including but not limited to: all inspections including testing and laboratory results, scope of work considerations, and final punch list items. Owner agrees to provide Contractor with written notice to resolve any discrepancies in the terms of the contract and allow the Contractor (15) days to resolve the discrepancies. The Owner will not hire another contractor to resolve the discrepancies on behalf of All American Restoration Corp and All American Restoration Corp will not be liable for any expenses incurred unless All American Restoration Corp provides written notice stating otherwise.

DISCOUNTS

The contractor may provide certain discounts to certain sections of the agreement to reach the contract total. Owner agrees to pay only the contract total for the scope of work to be performed. The Owner understands that no discounts are to be given after the contract is executed. Contractor may or may not break down costs associated with approximation of products and materials. Contractor will not refund or discount the contract if less product/material/labor is used than anticipated. In return, Contractor agrees not to charge the Owner if more product/material/labor is used than anticipated.

PROOF OF FUNDS

The Contractor will require that the Owner provide "Proof of Funds" for the work to be performed in the contract. "Funds" will be defined as any monies that are liquid and readily available to be made as payment for the contract amount. "Proof" will be defined as a recent statement (within 30 days) from a financial institution stating the balance of funds readily available. Should the available balance become less than the contract balance due, the Contractor reserves the right to stop work until the Owner provides the Contractor with "Proof of Funds" showing a balance greater than the contract balance due.

AMENDMENTS

Both owner and contractor agree to all of the terms set forth in this contract. Any and all amendments to be made to this agreement must be made in writing and signed by both parties.

INTEREST

All American Restoration Corp is a small family-owned business using its own capital reserves to complete the project for its clients. Payment terms are clearly defined and agreed upon to ensure there is positive cashflow to pay employees, provide transportation, and order the necessary equipment and materials for each contract. When a payment is not made as per the terms of this agreement, this can cause considerable damage including but not limited to: nonpayment of employees, vendors, creditors, insurers, and suppliers.

Should the Owner become unable or unwilling to make a payment as outlined in the terms of this agreement, the Contractor reserves the right to obtain a loan from Kabbage, Inc. a short-term loan company, to finance the balance due. The Owner agrees to pay the Contractor the contract balance due plus any interest and/or fees accrued during the course of the loan. Contractor agrees to hold Owner harmless for the interest and/or fees accrued after the date that the contract has (1) been paid in full and (2) monies have cleared the Contractor's account.
Owner agrees that he/she has read and understands the attached loan agreement and is subject to those terms upon owner's violation of the payment terms set forth in this contract.

_____Initial

PRE-EXISIING CONDITIONS

The Owner/Agent will defend and indemnify the Contractor for pre-existing mold conditions encountered at a site to the extent not caused by negligent acts or omissions of the Contractor, its Subcontractors and sub-subcontractors and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, and costs and expenses including any related to or arising from the repair, replacement or re-performance of Work, and also including but not limited to attorneys' fees costs and expenses incurred in connection with any testing, remediation, or dispute resolution process, arising out of or relating to the performance of Work in any area affected by Hazardous Material which includes mold, mildew, fungi or other similar microbial conditions. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warrant or contract, or strict liability of the Owner, Architect/Engineer or Others."

WORK ACCELLERATION – STOP WORK – SEQUENCE OF CONSTRUCTION

If the Owner or his Agents requires or causes the Contractor to accelerate the Schedule of Work, Stop Work or to Change the Sequence in which the Work shall be performed, and such acceleration or change requires the Contractor to incorporate materials or equipment in the Work before measures can be undertaken by the Contractor or to further protect such Work in the mitigation or remediation of subject property, the Owner (1) waives claims for any damages resulting there from and (2) shall defend, indemnify and hold harmless the Contractor, its Subcontractors and Sub-subcontractors and the agents, officers, directors and employees of each of them from and against any and all direct claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees. Losses, costs and expenses including in connection with any testing, remediation and dispute resolution process, arising out of or relating to the Owner's/Agent's acceleration of the Schedule of Work – Stop Work or change in the Sequence of Work.

MAINTENANCE & WARRANTY

Once the Contractor has relinquished control of the site to the Owner /Agent assumes sole responsibility to maintain the Work properly and waives any claims against the Contractors, its Subcontractors and Sub-Subcontractors and the agents, officers, directors and employees of each of them, for any damages resulting from improper operation or maintenance including but not limited to damages arising from mold or other microbial conditions. Only the installation of a complete French Drain System is warranted by way of a separate certification and subject to the conditions herein. Owner will furnish adequate power and install grounded outlets. Pumps are warranted to the extent of the manufacturers' warranty. Contractor will not be responsible for floor covering, plumbing, and sewer lines, stationary or movable walls, personal items or objects of storage before during or after the installation of our drainage system All Workmanship and material is warranted to control water penetration to the extent specified in the contract document. Warranty is void if the Owner or any agent has altered the systems operation by any means, including but not limited to, component, piping, lack of maintenance, or by exterior topography, sediment intrusion or elevation. If water continues in the specified areas after installation has been complete, we will continue to work on affected areas until the water is controlled. Customer will provide full & reasonable accesses during working hours.

ADDITIONAL WORK

If the Contractor incurs additional costs and or is delayed due to the presence of moisture or remediation of unacceptable microbial condition of, to the extend not caused by negligent acts or omission of the Contractor, its Subcontractors, and sub-subcontractors and the agents, officers directors and employees of each of them the Contractor shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

PAYMENT

We accept personal checks, Visa and MasterCard. Credit card charges will be subject to a 3% fee for each transaction.

_____Initial

JURISDICTION AND REMEDIES

This Contractor shall be governed by the laws of the State of New Jersey. Owner consents to the jurisdiction of the Superior Court of New Jersey, Middlesex County, New Jersey with regard to any disputes. Owner agrees that all necessary court proceedings will only be filed in and take place in the aforesaid court within the Superior Court of the State of New Jersey, Middlesex County. Owner will be responsible for all attorneys' fees and costs or court costs incurred by Contractor if Contractor has to bring an action to collect any amounts due to Contractor, and /or if Owner brings an action against Contractor and Contractor is adjudged by the court as not being liable on Owner's claim. Except for claims for collection of Contractor's fees and payment due as expressly specified in this Agreement, Contractor and Owner each mutually agree as a material term of this Agreement that both Contractor and Owner hereby waive any claims for consequential and punitive damages against each other.

The Owner/Agent warrants that he has read this Agreement fully (pgs 1 thru 3) and understands the terms and conditions release of all Claims from mold or mold related matters resulting from Construction, Mitigation and Remediation.

The Owner/Agent warrants that he has full legal age and is legally competent to execute this agreement and has done so of his free will.

This Agreement shall be Constructed in accordance with the laws of the State of New Jersey within the venue of the County of Middlesex.

Michael Rubino

All American Restoration Corporation

_____

Date

_____

Owner

_____

Date

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFED MAIL, RETURN RECEIPT REQUESTED, OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

ALL AMERICAN RESTORATION CORPORATION
1820 ROUTE 35 NORTH
SOUTH AMBOY, NJ 08879

732-792-9612

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

References

Margaret Novins 732-618-9723

Henry Bonet 917-327-9076

Doug Smoller 732-718-9203

Liz McCann 732-859-2273

Tania & Steve Dempsey 917-502-3992

Grace & Fouad Rahme 949-275-7777

Jane Edmisten 202-441-0423

Cristin Lovallo 201-563-2959

IICRC
Institute of Inspection Cleaning and Restoration Certification

Certified Firm

2019

be it known that:

ALL AMERICAN RESTORATION CORP

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Richard Greene
President/CEO

INSTITUTE OF INSPECTION CLEANING AND RESTORATION
IICRC Certified

202930
Company #
12/31/2019
Valid Through

IICRC

Institute of Inspection Cleaning and Restoration Certification

JEFFREY NOWITZKE

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

WATER DAMAGE RESTORATION

this registrant has pledged to perform services in these areas with skill, honesty and integrity to provide the consumer with the highest standard of care and expertise.

200762
REGISTER NUMBER

1/31/2020
EXPIRATION DATE

American Council for Accredited Certification

hereby certifies that

Michael Rubino

has met all the specific standards and qualifications of the re-certification process, including continued professional development, and is hereby re-certified as a

CMR

Council-certified Microbial Remediator

This certificate expires on July 31, 2020.

Charles F. Wiles, Executive Director

1407003

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

American Council for Accredited Certification

hereby certifies that

Jeffrey Nowitzke

has met all the specific standards and qualifications of the re-certification process, including continued professional development, and is hereby re-certified as a

CMRS

Council-certified Microbial Remediation Supervisor

This certificate expires on January 31, 2021.

Charles F. Wiles, Executive Director

1101008

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

Better Business Bureau Serving New Jersey
Accredited Business

All American Restoration Corporation

BBB ACCREDITED BUSINESS

We pledge to abide by BBB Accreditation Standards to protect and promote the free enterprise system through self-regulation. We commit to uphold the BBB Code of Business Practices by maintaining ethical business practices in advertising, selling, and consumer relations.

This business has met the criteria for Better Business Bureau Serving New Jersey (BBB) Accreditation and has been approved and accepted as an Accredited Business by its Board of Directors.

Accreditation valid through February 2020

Melissa A Companick

President

BBB Est. 1966 Better Business Bureau of New Jersey, Inc.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RUBINO, MICHAEL ANTHONY

13504 BRISTLECONE CIRCLE
ORLANDO FL 32828

LICENSE NUMBER: MRSR3385

EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Exhibit O.

Seller’s Property Disclosure Form - State of Florida

Seller's Property Disclosure – Residential

Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law[1] requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____
_____ (the "Property")

The Property is ☐owner occupied ☐tenant occupied ☐unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☐
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☐
(f) If any answer to questions 1(a) - 1(c) is no, please explain: _____ _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☐
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☐	☐
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☐
(c) Is any of the Property located in a special flood hazard area?	☐	☐	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☐
(e) Does your lender require flood insurance?	☐	☐	☐
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☐	☐
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ _____			

[1] *Johnson v. Davis,* 480 So.2d 625 (Fla. 1985).

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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☐ public ☐ private ☐ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☐	☐
(c) Do you have a water treatment system? If yes, is it ☐ owned ☐ leased?	☐	☐	☐
(d) Do you have a ☐ sewer or ☐ septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☐
(f) Have there been any plumbing leaks since you have owned the Property?	☐	☐	☐
(g) Are any polybutylene pipes on the Property?	☐	☐	☐
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☐	☐	☐
(b) The age of the roof is _____ years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	☐	☐	☐
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain:_____	☐	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____ _____	☐	☐	☐
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☐ required door locks ☐ none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☐
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the **Seller** and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the **Seller** to disclose to the **Buyer** that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☐
(b) Has any insurance claim for sinkhole damage been made?	☐	☐	☐
If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☐
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

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	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) **Notice to Buyer:** If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☐	☐	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☐	☐
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☐	☐	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☐	☐
(e) Are there boundary line disputes or easements affecting the Property?	☐	☐	☐
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☐	☐
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? ☐ yes ☐ no	☐	☐	☐
(h) Are access roads ☐ private ☐ public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____ _____			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☐	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☐	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☐	☐
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☐	☐
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☐	☐
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☐	☐
(c) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☐	☐
(d) Have you ever had any claims filed against your homeowner's Insurance policy?	☐	☐	☐
(e) Are there any zoning violations or nonconforming uses?	☐	☐	☐

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(f) Are there any zoning restrictions affecting improvements or replacement of the Property?	☐	☐	☐
(g) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	☐	☐	☐
(h) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?	☐	☐	☐
(i) Are any improvements, located below the base flood elevation?	☐	☐	☐
(j) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☐	☐
(k) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	☐	☐	☐
(l) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☐	☐
(m) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	☐	☐	☐

(n) If any answer to questions 10(a) - 10(m) is yes, please explain: _____

_____

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

(a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? **If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**	☐	☐	☐

12. ☐ **(If checked) Other Matters; Additional Comments** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property**. Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

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Seller's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this revised disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 5.

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Exhibit P.

Lease Agreement, 3675 Wolf Run Lane, Boynton Beach, Florida, 33435 Brendan and Lisa Lynch, signed 11/05/19 for one (1) year from November 15, 2019 to November 14, 2020.

dotloop signature verification: dtlp.us/trlg-yP7m-5RyZ

Nonlawyer Disclosure

FloridaRealtors®

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

- -

Mine Park (*Name*) told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. Mine Park (*Name*) informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

Mine Park (*Name*) told me that he/she may only type the factual information provided by me in writing into the blanks on the form. Except for typing, Mine Park (*Name*) may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, Mine Park (*Name*) may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

☑ I can read English.

_____ I cannot read English but this notice was read to me by _____ (*Name*)

in _____ (*Language*) which I understand.

Lisa Lynch — dotloop verified 11/05/19 9:04 AM EST 5PO7-SV2C-H5Z4-CW49

Landlord or Tenant signature

Brendan Lynch — dotloop verified 11/05/19 9:08 AM EST 9WWK-22QK-HC2D-FZRH

Landlord or Tenant signature

Mine Park

Licensee signature

Molly E Yeoman Dalton

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Form Simplicity

Electronically Signed using eSignOnline™ [Session ID : c5a6b7d6-eb3a-4271-af87-f19e21d51b15]

dotloop signature verification: dtlp.us/trlg-yP7m-5RyZ

Residential Lease for Single Family Home or Duplex (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between Molly E Yeoman (name and address of owner of the property) Brendan Lynch & Lisa Lynch ("Landlord") and _____ (name(s) of person(s) to whom the property is leased) _____ ("Tenant").

Landlord's E-mail Address: mdalton@wielandhealthcare.com

Landlord's Telephone Number: _____

Tenant's E-mail Address: blynch@plastridge.com, lisalynch123@gmail.com

Tenant's Telephone Number: +1 561 779 9119

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 3675 WOLF RUN LANE (street address) BOYNTON BEACH, Florida 33435 (zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

WASHER/DRYER, REFRIGERATOR, RANGE/OVEN, MICROWAVE, DISHWASHER, GARGAGE DOOR OPENER

The Premises shall be occupied only by the Tenant and the following persons: Aidan Lynch (12) and Liam Lynch (9)

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on November 15, 2019 (month, day, year) and ending November 14, 2020 (month, day, year) (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of $2,800.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☐ in installments. If in installments, rent shall be payable

☒ monthly, on the 15th day of each month (if left blank, on the first day of each month) in the amount of $_____ per installment.

OR

☐ weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of $_____ per installment.

☐ in full on _____ (date) in the amount of $_____.

Tenant (LL 11/05/19 9:04 AM EST dotloop verified BL 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 18.**

Electronically Signed using eSignOnline™ [Session ID : c5a6b7d6-eb3a-4271-af87-f19e21d51b15]

dotloop signature verification: dtlp.us/trlg-yP7m-5RyZ

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of $_____ ☐ with each rent installment

☐ with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

☒ **If rent is paid in installments, the total payment per installment including taxes shall be in the amount of $**2,800.00**.**

☐ **If rent is paid in full, the total payment including taxes shall be in the amount of $_____.**

All rent payments shall be payable to MOLLY E YEOMAN (name) at TBD (address). (If left blank, to Landlord at Landlord's address.)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ (date) through _____ (date) in the amount of $_____ and shall be due on _____ (date). (If rent paid monthly, prorate on a 30-day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☒ personal check, ☐ money order, ☐ cashier's check, or ☐ other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☒ money order, cashier's check, or official bank check or ☐ cash or other (specify) _____, and ☒ to pay bad check fees in the amount of $50.00 (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of $8,900.00 in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to MOLLY E YEOMAN (name) at _____ (address).

First ☒ month's ☐ week's rent plus applicable taxes	$	2,800.00	due	11/15/2019
Prorated rent plus applicable taxes	$		due	
Advance rent for ☐ month ☐ week of _____ plus applicable taxes	$		due	
Last ☒ month's ☐ week's rent plus applicable taxes	$	2,800.00	due	11/15/2019
Security deposit	$	2,800.00	due	11/06/2019
Additional security deposit	$		due	
Security deposit for homeowners' association	$		due	
Pet Deposit	$	500.00	due	11/15/2019
Other_____	$		due	
Other_____	$		due	

Tenant LL 11/05/19 9:04 AM EST dotloop verified BL 11/05/19 9:08 AM EST dotloop verified **and Landlord** MED **( ) acknowledge receipt of a copy of this page, which is Page 2 of 18.**

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6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of $100.00 (If left blank, 4% of the rent payment) for each rent payment made 5 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS AND SMOKING. Unless this box ☒ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

1 Golden doodle dog

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

8. NOTICES.

_____ is Landlord's Agent. All notices must be sent to

☒ Landlord MOLLY E YEOMAN at _____

☐ Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for LAWN CARE, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord	Tenant		Landlord	Tenant		Landlord	Tenant		Landlord	Tenant	
☒	☐	roofs	☒	☐	windows	☐	☐	screens	☒	☐	steps
☒	☐	doors	☒	☐	floors	☐	☐	porches	☒	☐	exterior walls
☒	☐	foundations	☒	☐	plumbing	☒	☐	structural components			
☒	☐	heating	☒	☐	hot water	☒	☐	running water	☐	☒	locks and keys
☒	☐	electrical system				☒	☐	cooling	☐	☒	smoke detection devices

☐	☒	garbage removal/ outside receptacles				
☐	☒	extermination of rats, mice, roaches, ants and bedbugs				
☒	☐	extermination of wood-destroying organisms				
☒	☐	lawn /shrubbery	☐	☐	pool/spa/hot tub	
☐	☐	water treatment	☐	☒	filters (specify)	A/C filter should be replaced every 3 months
☒	☐	ceilings	☐	☐	interior walls	
☐	☒	Other (specify)	light bulbs, smoke detector batteries			

Tenant shall notify _____ at _____
(name) (address)

(if left blank, Landlord at Landlord's address) and 954-551-6356 of maintenance and repair requests.
(telephone number)

11. ASSIGNMENT. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

2 # of sets of keys to the dwelling
1 # of mail box keys
1 # of garage door openers

Tenant (LL 11/05/19 9:04 AM EST dotloop verified) (BL 11/05/19 9:08 AM EST dotloop verified) **and Landlord** (MED) (_____) **acknowledge receipt of a copy of this page, which is Page 3 of 18.**

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If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

1 # of keys to POOL
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____ (name)
at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) __☐__ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii)__☐__ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
_____(b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) __☐__ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii)__☐__ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____(c) Lessee has received copies of all information listed above.
_____(d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home***.

Agent's Acknowledgment (initial)

_____(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

As per the offer to lease, this contract is subject to getting satisfactory mold result testing.

Lessor's signature	Date	Lessor's signature	Date
Lisa Lynch dotloop verified 11/05/19 9:04 AM EST YGJG-LIPP-AIJ1-VZHM		Brendan Lynch dotloop verified 11/05/19 9:08 AM EST EW4L-LLYC-XG1N-DUON	
Lessee's signature	Date	Lessee's signature	Date
Agent's signature	Date	Agent's signature	Date

14. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

Tenant LL 11/05/19 9:04 AM EST dotloop verified BL 11/05/19 9:08 AM EST dotloop verified **and Landlord** (KED) **(_____) acknowledge receipt of a copy of this page, which is Page 4 of 18.**

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15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

A. At any time for the protection or preservation of the Premises.

B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

(1) with Tenant's consent;

(2) in case of emergency;

(3) when Tenant unreasonably withholds consent; or

(4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐ LANDLORD ☒ TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

Tenant (LL 11/05/19 9:04 AM EST dotloop verified **) (** BL 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 18.**

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27. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. ☐ Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by ☐ Landlord ☐ Tenant for procuring a tenant for this transaction.

Mine Park	Anneliese Schwyter
Real Estate Licensee	Real Estate Licensee
exp Realty	Coldwel Banker
Real Estate Brokerage Company	Real Estate Brokerage Company
1/2 Month	1/2 Month
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX [ ] FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Molly E Yeoman Dalton	11/05/2019 1:07 PM EST
Landlord's Signature	Date
Landlord's Signature	Date
Landlord's Signature	Date
Lisa Lynch dotloop verified 11/05/19 9:04 AM EST V6UI-2B4R-Y0EC-RFCZ	
Tenant's Signature	Date
Brendan Lynch dotloop verified 11/05/19 9:08 AM EST LNTP-J9XV-912V-1T6H	
Tenant's Signature	Date

This form was completed with the assistance of:

Name of Individual:	Mine Park
Name of Business:	exp Realty
Address:	
Telephone Number:	561-866-7534

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

Tenant (LL 11/05/19 9:04 AM EST dotloop verified BL 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 18.**

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Early Termination Fee/Liquidated Damages Addendum

☒ I agree, as provided in the rental agreement, to pay $ 5,700.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Molly E Yeoman Dalton
Landlord's Signature

11/05/2019 1:08 PM EST
Date

Landlord's Signature

Date

Landlord's Signature

Date

Lisa Lynch dotloop verified 11/05/19 9:04 AM EST YDLY-AUJS-J6PB-T3UI
Tenant's Signature

Date

Brendan Lynch dotloop verified 11/05/19 9:08 AM EST IU3X-NITG-MXXS-JYPV
Tenant's Signature

Date

Tenant LL 11/05/19 9:04 AM EST dotloop verified BL 11/05/19 9:08 AM EST dotloop verified **and Landlord (**MED**) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 18.**

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PART II

RESIDENTIAL TENANCIES

83.40 Short title.
83.41 Application.
83.42 Exclusions from application of part.
83.43 Definitions.
83.44 Obligation of good faith.
83.45 Unconscionable rental agreement or provision.
83.46 Rent; duration of tenancies.
83.47 Prohibited provisions in rental agreements.
83.48 Attorney fees.
83.49 Deposit money or advance rent; duty of landlord and tenant.
83.50 Disclosure of landlord's address.
83.51 Landlord's obligation to maintain premises.
83.52 Tenant's obligation to maintain dwelling unit.
83.53 Landlord's access to dwelling unit.
83.535 Flotation bedding system; restrictions on use.
83.54 Enforcement of rights and duties; civil action; criminal offenses.
83.55 Right of action for damages.
83.56 Termination of rental agreement.
83.561 Termination of rental agreement upon foreclosure.
83.57 Termination of tenancy without specific term.
83.575 Termination of tenancy with specific duration.
83.58 Remedies; tenant holding over.
83.59 Right of action for possession.
83.595 Choice of remedies upon breach or early termination by tenant.
83.60 Defenses to action for rent or possession; procedure.
83.61 Disbursement of funds in registry of court; prompt final hearing.
83.62 Restoration of possession to landlord.
83.625 Power to award possession and enter money judgment.
83.63 Casualty damage.
83.64 Retaliatory conduct.
83.67 Prohibited practices.
83.681 Orders to enjoin violations of this part.
83.682 Termination of rental agreement by a servicemember.
83.683 Rental application by a servicemember

83.40 Short title. --This part shall be known as the "Florida Residential Landlord and Tenant Act."
History. --s. 2, ch. 73-330.

83.41 Application. --This part applies to the rental of a dwelling unit.
History. --s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part. --This part does not apply to:
(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
(5) Occupancy by an owner of a condominium unit.
History. --s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions. --As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:
(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
(2) "Dwelling unit" means:
(a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
(b) A mobile home rented by a tenant.
(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
(3) "Landlord" means the owner or lessor of a dwelling unit.
(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

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(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
(7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
(8) "Good faith" means honesty in fact in the conduct or transaction concerned.
(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
(13) "Legal holiday" means holidays observed by the clerk of the court.
(14) "Servicemember" shall have the same meaning as provided in s. 250.01.
(15) "Active duty" shall have the same meaning as provided in s. 250.01.
(16) "State active duty" shall have the same meaning as provided in s. 250.01.
(17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
(b) Charges for damages to the dwelling unit.
(c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.
History. --s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith. --Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.
History. --s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision. --
(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.
History. --s. 2, ch. 73-330.

83.46 Rent; duration of tenancies. --
(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.
History. --s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements. --
(1) A provision in a rental agreement is void and unenforceable to the extent that it:
(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.
History. --s. 2, ch. 73-330.

83.48 Attorney fees. --In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.
History. --s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant. --

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(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or $50, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of $250, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
(a) Be given in person or by mail to the tenant.
(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
(c) State whether the tenant is entitled to interest on the deposit.
(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:
(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

Tenant (LL 11/05/19 9:04 AM EST dotloop verified **)** **(** BL 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 10 of 18.**

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If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.
(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.
(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.
(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).
(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.
(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.
(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.
(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.
(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.
(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.
History. --s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.
Note. --Former s. 83.261.

83.50 Disclosure of landlord's address. --In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.
History. --s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises. --
(1) The landlord at all times during the tenancy shall:
(a) Comply with the requirements of applicable building, housing, and health codes; or
(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.
(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

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1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
(d) This subsection shall not apply to a mobile home owned by a tenant.
(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.
History. --s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit. --The tenant at all times during the tenancy shall:
(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
History. --s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit. --
(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7: 30 a. m. and 8: 00 p. m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
(a) With the consent of the tenant;
(b) In case of emergency;
(c) When the tenant unreasonably withholds consent; or
(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
(3) The landlord shall not abuse the right of access nor use it to harass the tenant.
History. --s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use. --No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.
History. --s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses. --Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.
History. --s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages. --If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.
History. --s. 2, ch. 73-330.

83.56 Termination of rental agreement. --

Tenant (11/05/19 9:04 AM EST dotloop verified 11/05/19 9:08 AM EST dotloop verified **and Landlord (**MED**) (_____) acknowledge receipt of a copy of this page, which is Page 12 of 18.**

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(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
(a) If the landlord's failure to comply renders the dwelling unit untenantable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
(b) If the landlord's failure to comply does not render the dwelling unit untenantable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).
(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.
(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)
(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.
(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:
1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.
(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).
(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.
(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History. --s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

Tenant (LL 11/05/19 9:04 AM EST dotloop verified **) (** BL 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 13 of 18.**

Form Simplicity

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83.561 Termination of rental agreement upon foreclosure. --
(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.
(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.
(b) The tenant is entitled to the protections of s. 83.67.
(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date). If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .
(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).
(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.
(3) This section does not apply if:
(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.
(b) The tenant's rental agreement is not the result of an arm's length transaction.
(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.
(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.
History. --s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term. --A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:
(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.
History. --s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration. --
(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.
(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.
(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.
History. --s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over. --If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.
History. --s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession. --
(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.
(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.
(3) The landlord shall not recover possession of a dwelling unit except:
(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;
(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

Tenant (11/05/19 9:04 AM EST dotloop verified **)** **(** 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 14 of 18.**

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(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or
(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.
(4) The prevailing party is entitled to have judgment for costs and execution therefor.
History. --s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant. --If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:
(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;
(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;
(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or
(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

? I agree, as provided in the rental agreement, to pay $_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

? I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.
(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.
(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.
History. --s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure. --
(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.
(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.
(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.
History. --s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing. --When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

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resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.
History. --s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord. --
(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.
(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.
History. --s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment. --In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.
History. --s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage. --If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History. --s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct. --
(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:
(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
(b) The tenant has organized, encouraged, or participated in a tenant organization;
(c) The tenant has complained to the landlord pursuant to s. 83.56(1);
(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.
(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.
(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.
(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.
History. --s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices. --
(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.
(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.
(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.
(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

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tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).
(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.
(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).
History. --s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part. --
(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.
(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.
(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or $300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.
History. --s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember. --
(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.
(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.
History. --s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. --
(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

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(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.
(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Tenant (11/05/19 9:04 AM EST dotloop verified **) (** 11/05/19 9:08 AM EST dotloop verified **) and Landlord (** MED **) (_____) acknowledge receipt of a copy of this page, which is Page 18 of 18.**

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Exhibit Q

All Other Related Receipts

Critter Control of Palm Beach

ABCN Services, Inc
4100 N. Powerline Rd.
Ste. X1
Pompano Beach, FL
33073

Phone (561) 274 0224
Fax (561) 278 9000
Email office@crittercontrolfl.com
Web www.crittercontrol.com

Estimate #EST 1530606

Work Location

BRANDON LYNCH
920 South Lakeside Drive
Lake Worth, FL 33460
Phone: (561) 386 1703

Work Date:	11/8/2018
Arrival Time:	10:58 AM
Man-Hours:	2.00
Summary	Attic Restoration

Item	Description	Price	Qty	Amount
Cellulose Insulation	Cellulose Insulation installed in attic. R48	$2.20	3,000.00	$6,600.00
Insulation Removal	Removal of Soiled insulation.	$2.00	3,000.00	$6,000.00
Dumpster 30yd	Dumpster "30 yard" Dumpster for the disposal of soiled insulation. **PLEASE NOTE CRITTER CONTROL HANDLES ALL CLEANUP AFTER JOB IS COMPLETE. THE DUMPSTERS ARE KEPT AT OUR FACILITY AS TO NOT CAUSE DRIVEWAY AND OR PERMIT FEE'S**	$499.99	1.00	$499.99
Microbial Treatment	The application of a microbial solution for attics and crawl spaces to help eliminate bacteria and viruses.	$299.99	1.00	$299.99
Discount	Customer is opening roof to make our space more accessible.	($1,000.00)	1.00	($1,000.00)

Subtotal	**$12,399.98**
Tax	**$0.00**
Total	**$12,399.98**

Notes:

Hello Brendon,

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ABCN Services, Inc is a locally owned and operated franchise of Critter Control, Inc.

This is the estimate for the attic restoration portion. We will have 2 estimates as your preventive termite treatment will be on a second estimate. Thank you! Discount as been done.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

Customer Signature

Date **11/8/2018**

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ABCN Services, Inc is a locally owned and operated franchise of Critter Control, Inc.

AGREEMENT TERMS AND CONDITIONS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

1. ENTIRE AGREEMENT:

1.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement (the "Agreement") between Company and Customer (the "Party" or "Parties") and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the Parties relating to the subject matter and/or the service provided (the "Service")as it relates to the Agreement.

2. SEVERABILITY AND ASSIGNMENT

2.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement (the "Agreement") between Company and Customer (the "Party" or "Parties") and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the Parties relating to the subject matter and/or the service provided (the "Service")as it relates to the Agreement.

2.2 Neither Party shall have the right to assign this Agreement without the written authority.

3. LIMITATIONS

3.1 The effectiveness of pest control treatments are limited by conditions, which are limited to environmental, structural and site, which are beyond the control of the Company.. Such conditions include, but are not limited to, inaccessible structural cavities, leaking roofs, faulty grade levels, inadequate clearance, earth to wood contact, structure-vegetation contact, cellulose debris, insufficient ventilation, faulty gutters or down-spouts, and other conditions conducive to re-infestation or recurring infestation. Unless the Company has specifically included the repair or correction of such condition(s) within the Agreement, the Customer accepts sole responsibility for such repair, correction, or mitigation, and holds the Company harmless from any liability for same, including any responsibility for re-treatment. The Company is not responsible for insect or rodent damage to products or contents at the premises. This Agreement does not provide for control of pests not specified in the Agreement. If, in the Company's opinion, a service requested is unsafe for the technician and/or the Customer, or is impractical or unnecessary, the Company reserves the right to refuse requested service without incurring any liability.

3.2 The Customer agrees to hold the Company harmless from any and all liability for damage not caused by the Company's negligence, and from any and all liability for structural damage regardless of cause. The Company disclaims any liability for special, incidental or consequential damages. The warranties stated in this Agreement are given in lieu of any other warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The Company will incur no liability should it be prevented from fulfilling its responsibilities per this Agreement by reasons of an act of God, fire, flood, storms, explosions, acts of war, whether declared or undeclared, seizure, riots, civil commotion, strikes, or other labor disputes, shortages of fuel and/or materials, quarantine restrictions, or any other circumstances or causes beyond the control of the Company. Should structural changes or additions be made to the job-site which would add to or delete from the area treated at each service, the renewal charge will be reviewed and adjusted accordingly by the Company.

3.3 Structural or mechanical defects which may result in water leakage on treated areas, including leakage in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment. Such leakage can further produce unusual situations abnormally conducive to new infestation. If such conditions are discovered, it is agreed that the purchaser will be responsible for making such repairs as are necessary to correct said defects and for repairing any damage which was caused by said water leakage and/or termite infestation allowed to continue as a consequence of such leakage. The Company will, upon completion of repairs necessary to correct said defects, provide additional treatment to control infestation in the area. The cost of said additional treatment will be paid by the Customer.

3.4 The Customer understands that loose insulation, dirt and other debris may be tracked into and out of attic spaces, crawl spaces, garages and/or from the outdoors. The Company will make reasonable efforts to prevent this from occurring but will not be held responsible for incidental tracking.

3.5 This Agreement does not provide for or include the control or prevention of any and all types of mold.

3.6 Unless the Parties have executed a Termite Control Agreement, this Agreement does not provide for or include the control or prevention of wood infestation organisms including, but not limited to termites, powder post beetles, wood borers, carpenter ants or wood decay fungus.

3.7 If we fail to comply with these Terms and Conditions, we shall only be liable to you for the price paid (if any) for the Service.

4. PAYMENT/CANCELLATION

4.1 Work will not commence until payment is made in accordance with terms herein stated. Payment is due upon execution of the Agreement (the "Effective Date") unless arrangements have been made with the Company in writing. Balances more than 30 days old will bear interest at the rate of 18% per annum or 1.5% per month from the date of service. In the event of non-payment or default by the Customer, the Company may suspend or terminate the services as described in this Agreement, and costs of collection, including administrative and attorney's fees and costs, shall be paid by Customer, whether suit is filed or not.

4.2 If the Customer that executes Agreement is not the owner of the property, the Customer agrees that they will ultimately be responsible for payment of services rendered as well as attorneys' fees and costs spent in any and all collection efforts against the Customer that executed this Agreement.

4.3 Should the Customer choose to cancel the Agreement after any service has been provided, Customer will be charged a minimum of 25% of the total Agreement price. . Should the Company have performed more than 25% of the job, the Customer will be responsible for all work completed.

5. DISPUTES

5.1 The Customer and the Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this Agreement, including any action taken by the Company to collect for services provided to the Customer, shall be settled exclusively by a court of competent jurisdiction located in the venue where the treatment was provided. Should Company prevail in a claim brought by the Customer, Company shall be entitled to all attorney's fees and costs associated with the defense of the claim.

6. RE-TREATMENT WARRANTY

6.1 If the Customer is not satisfied with the results of any service, the Company will, during the Re-Treatment Warranty Period, return to treat the area again at no extra charge. The Re-Treatment Warranty Period is that period of time after the final treatment is provided by the Company. A Re-Treatment Warranty is granted subject to timely payment in full for the services provided, and the Company's liability under any Re-Treatment Warranty under this Agreement is limited to re-treatment and/or a partial refund at the Company's discretion.

6.2 The Customer's cooperation is important to ensure the most effective results from the Company services. Whenever conditions conducive to pests are reported in writing to the Customer by the Company, and such conditions are not corrected by the Customer, any and all Re-Treatment Warranties provided by the Company may be waived.

6.3 Animal-Related Guarantee. This Agreement carries a one year guarantee unless otherwise specified on repairs only covering re-infestation, workmanship, and materials within original scope of work unless otherwise noted. If the initial exclusion effort fails, then the Company will re-inspect and repair or replace damaged materials at no additional charge. If structure is re-infested, the Company will render services needed to control the infestation (e.g., trapping, etc.) at no additional charge. Guarantee excludes any property or contents damage sustained due to a rodent infestation. This Guarantee does not cover additional trapping and/or exclusion work beyond the original scope of work. Should the Customer replace the roof, repair, and/or construct a home addition, replace plumbing, etc. the warranty will be voided. The Company's Animal Entry Warranty does not cover the removal of rodent-related debris, such as feces and nesting materials, whether deposited previously or subsequent to the exclusion work unless rodent debris removal was specifically contracted for or by the Customer at an additional fee. If debris removal was contracted for, the Company will be responsible for clean-up of the previously accessible deposited debris and/or any deposited debris subsequent to the initial work only.

7. MATERIALS/LABELS

7.1 Upon request, Company will provide Customer with a copy of the manufacturer's specimen label of the pesticide(s) which will be used to treat the premises. The materials used in pest control services comply with the federal, state and local laws.

8. FORCE MAJEURE

8.1 Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company or its suppliers, that prevent the Company from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

9. NON-WAIVER

9.1 The failure or delay of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

10. PROPERTY OWNER/CUSTOMER RESPONSIBILITY

10.1 Owner will provide timely access to the property at the agreed upon appointment time in order for Company to perform necessary inspections and treatments.

10.2 Owner will make necessary recommended corrections to the serviced property to prevent new and also correct conditions conducive to termite infestation.

Critter Control of Palm Beach

ABCN Services, Inc
4100 N. Powerline Rd.
Ste. X1
Pompano Beach, FL
33073

Phone (561) 274 0224
Fax (561) 278 9000
Email office@crittercontrolfl.com
Web www.crittercontrol.com

Estimate #EST 1530767

Work Location

BRANDON LYNCH
920 South Lakeside Drive
Lake Worth, FL 33460
Phone: (561) 386 1703

Work Date:	11/8/2018
Arrival Time:	10:56 AM
Man-Hours:	1.00
Summary	Drywood Termite Treatment

Item	Description	Price	Qty	Amount
(DLT) Drywood Termite Treatment	Treatment of Drywood Termites Treatment to the attic of a structure with a termiticide to eradicate and control Dry-wood termite infestations.	$0.65	3,000.00	$1,950.00

Subtotal	**$1,950.00**
Tax	**$0.00**
Total	**$1,950.00**

Notes:

Infestation Location: This is preventive only as the attic will be properly cleaned and clear.

Annual Renewal Amount: $389.99 Annual warranty

Terms & Agreements

1. Agreement. This agreement (the “Agreement”) is entered into by and between CRITTER CONTROL (the “Company”) and Customer, as named above, for the above agreed upon sum by and between Customer and Company. Company will provide a ONE year continued termite control agreement from the date both the Company and Customer (“Effective Date”) execute this Agreement and the initial treatment is provided. See Terms and Conditions for cancellation policy.

2. ReTreatment Warranty. The ReTreatment Warranty Period is defined as the period arising one year after the final treatment. Company will not warranty the services provided for termite infestation, notwithstanding the Page 2 of the Terms and Conditions of

ABCN Services, Inc is a locally owned and operated franchise of Critter Control, Inc.

AIR QUALITY CONTROL
4330 NW 112th Avenue
Coral Springs, FL 33065
epasynergy@gmail.com

BILL TO
BRENDEN LYNCH
920 S LAKESIDE DRIVE
LAKE WORTH, FL 33460

INVOICE 1022

DATE 11/16/2018 **TERMS** Net 30

DUE DATE 12/16/2018

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/16/2018	Service remediation/remodel		1	4,900.00	4,900.00
11/16/2018	Service Duct clesning and sanitizing and fiberlock app		1	1,250.00	1,250.00
11/16/2018	Containment		1	574.68	574.68

PAYMENT 4,274.68

TOTAL DUE **$2,450.00**

12/8/2018

Brenden Lynch

We appreciate your business!

this Agreement, until such treatment is complete. “The LIMITED GUARANTEE is limited to RE-TREATMENT for live infestation ONLY and does not cover repairs of existing or subsequent damage caused by wood destroying organisms to the property, the structure (s), or the contents thereof. By acceptance of this Agreement and LIMITED GUARANTEE, the Buyer expressly waives any claim for damages to the property, the structure(s) and the contents or thereof caused by or resulting from any infestation of wood destroying organisms and releases Critter Control of FL from any and all liability for such claims and damages.”

3. Limitation of Liability The Company will not be responsible for past, present or future damages as a result of termite infestation. This Agreement covers the structure as it was on the date of the initial treatment. In the event the treated structure is modified or altered in any way, the Company will not provide retreatment services during the ReTreatment Warranty Period. Should any re-infestation of termites appear due to structural defects, including but not limited to, concealed cracks in foundation or slabs, under carpeting, interior or exterior laminates, (sidings or facia), or exterior structures including, but not limited to, exterior materials such as new fencing sheds, carports, which come into contact with the ground or outside the original treatment areas, no ReTreatment Warranty will be provided and additional charges will apply for treatment as deemed necessary by the Company. In consideration of the sums charged by the Company hereunder and as a liquidated damage and not as a penalty, and notwithstanding any contract, tort or other claim that the Company shall not have properly performed its duties to customer, the sole responsibility of the company in the event of a claim shall be to provide retreatment found necessary by the Company free of charge. Terms and conditions.

4. Renewal of Services. The Company offers a discounted annual renewal rate which allows this Agreement to be extended from year to year, including annual reinspection and re treatments, if necessary, for the full life of the treated structure. Payment for renewal must be paid on the anniversary date of the Effective Date or Company will not be entitled to the renewal discounted fee. Company reserves the right to adjust the renewal fee after the first year or as conditions warrant.
5. Water Damage. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the dwelling may destroy the effectiveness of the treatment, thereby permitting infestation to continue after the date of the initial treatment if such a condition is discovered, the Customer will be responsible for making any and all repairs. Once repairs are completed, the Company will reinspect the location for further required treatment and additional charges may apply.

Page 2

1. This agreement is assignable to a subsequent owner, provided the account is current and that the buyer provides the subsequent owner with complete copies of all documents and graphs attached hereto. Critter Control of FL must be notified in writing within ten (10) days of property transfer. Failure to do so will result in immediate cancellation of this Agreement. There is a transfer fee, totaling the same amount as the renewal fee, which is payable upon transfer of Agreement to new owners. Critter Control of FL reserves the right to adjust the renewal fee after the first year or as conditions warrant.

2. Any changes made to this Agreement must be made in writing by the buyer and the designated representative for Critter Control of FL. NO Verbal deviations or approvals shall be permitted.

3. Critter Control of FL warrants that all work shall be performed in accordance with State and Federal regulations at time of treatment.

4. This Agreement is contingent upon the Buyer meeting their payment obligations and providing access for inspections and/or treatments by Critter Control of FL.

5. Critter Control of FL is not responsible for repair or replacement of visible or hidden damage that exists at the date of this Agreement. All recommendations, treatments are based upon non-destructive visual inspection.

6. Critter Control of FL must be notified in writing of any alterations to the treated structure(s). Re-inspection and/or treatment may be required to keep this Agreement in effect.

7. Critter Control of FL will not be responsible for damages to personal items in attics, garages or sheds. Purchaser agrees to protect or move any items of concern prior to treatment date.

8. Critter Control of FL assumes no responsibility for damages caused from treatment to alarms, phonelines, computer wires, electrical surfaces or other wires/terminals. All reasonable caution and care will be used when performing treatments.

Tim-Bor (sodium borate) treatments will cover structure for localized treatments only. Tim-Bor treatments are not recommended as a full structure treatment. This treatment may take up to 120 days to become fully effective. Tim-Bor treatments may require future re-treatments. Should tent fumigation become necessary it is the sole responsibility of the Purchaser to hire a tent fumigation company. Critter control of FL will credit the purchaser of this Agreement with 10% of the Tim-Bor treatment cost towards the price of

tent fumigation, payable only after the Purchaser has fumigated using the tent method. No other warranty if offered with Tim-Bor treatments.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

Customer Signature

Date **11/8/2018**

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ABCN Services, Inc is a locally owned and operated franchise of Critter Control, Inc.

AGREEMENT TERMS AND CONDITIONS

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

1. ENTIRE AGREEMENT:

1.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement (the "Agreement") between Company and Customer (the "Party" or "Parties") and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the Parties relating to the subject matter and/or the service provided (the "Service")as it relates to the Agreement.

2. SEVERABILITY AND ASSIGNMENT

2.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement (the "Agreement") between Company and Customer (the "Party" or "Parties") and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the Parties relating to the subject matter and/or the service provided (the "Service")as it relates to the Agreement.

2.2 Neither Party shall have the right to assign this Agreement without the written authority.

3. LIMITATIONS

3.1 The effectiveness of pest control treatments are limited by conditions, which are limited to environmental, structural and site, which are beyond the control of the Company.. Such conditions include, but are not limited to, inaccessible structural cavities, leaking roofs, faulty grade levels, inadequate clearance, earth to wood contact, structure-vegetation contact, cellulose debris, insufficient ventilation, faulty gutters or down-spouts, and other conditions conducive to re-infestation or recurring infestation. Unless the Company has specifically included the repair or correction of such condition(s) within the Agreement, the Customer accepts sole responsibility for such repair, correction, or mitigation, and holds the Company harmless from any liability for same, including any responsibility for re-treatment. The Company is not responsible for insect or rodent damage to products or contents at the premises. This Agreement does not provide for control of pests not specified in the Agreement. If, in the Company's opinion, a service requested is unsafe for the technician and/or the Customer, or is impractical or unnecessary, the Company reserves the right to refuse requested service without incurring any liability.

3.2 The Customer agrees to hold the Company harmless from any and all liability for damage not caused by the Company's negligence, and from any and all liability for structural damage regardless of cause. The Company disclaims any liability for special, incidental or consequential damages. The warranties stated in this Agreement are given in lieu of any other warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The Company will incur no liability should it be prevented from fulfilling its responsibilities per this Agreement by reasons of an act of God, fire, flood, storms, explosions, acts of war, whether declared or undeclared, seizure, riots, civil commotion, strikes, or other labor disputes, shortages of fuel and/or materials, quarantine restrictions, or any other circumstances or causes beyond the control of the Company. Should structural changes or additions be made to the job-site which would add to or delete from the area treated at each service, the renewal charge will be reviewed and adjusted accordingly by the Company.

3.3 Structural or mechanical defects which may result in water leakage on treated areas, including leakage in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment. Such leakage can further produce unusual situations abnormally conducive to new infestation. If such conditions are discovered, it is agreed that the purchaser will be responsible for making such repairs as are necessary to correct said defects and for repairing any damage which was caused by said water leakage and/or termite infestation allowed to continue as a consequence of such leakage. The Company will, upon completion of repairs necessary to correct said defects, provide additional treatment to control infestation in the area. The cost of said additional treatment will be paid by the Customer.

3.4 The Customer understands that loose insulation, dirt and other debris may be tracked into and out of attic spaces, crawl spaces, garages and/or from the outdoors. The Company will make reasonable efforts to prevent this from occurring but will not be held responsible for incidental tracking.

3.5 This Agreement does not provide for or include the control or prevention of any and all types of mold.

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4. PAYMENT/CANCELLATION

4.1 Work will not commence until payment is made in accordance with terms herein stated. Payment is due upon execution of the Agreement (the "Effective Date") unless arrangements have been made with the Company in writing. Balances more than 30 days old will bear interest at the rate of 18% per annum or 1.5% per month from the date of service. In the event of non-payment or default by the Customer, the Company may suspend or terminate the services as described in this Agreement, and costs of collection, including administrative and attorney's fees and costs, shall be paid by Customer, whether suit is filed or not.

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5. DISPUTES

5.1 The Customer and the Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this Agreement, including any action taken by the Company to collect for services provided to the Customer, shall be settled exclusively by a court of competent jurisdiction located in the venue where the treatment was provided. Should Company prevail in a claim brought by the Customer, Company shall be entitled to all attorney's fees and costs associated with the defense of the claim.

6. RE-TREATMENT WARRANTY

6.1 If the Customer is not satisfied with the results of any service, the Company will, during the Re-Treatment Warranty Period, return to treat the area again at no extra charge. The Re-Treatment Warranty Period is that period of time after the final treatment is provided by the Company. A Re-Treatment Warranty is granted subject to timely payment in full for the services provided, and the Company's liability under any Re-Treatment Warranty under this Agreement is limited to re-treatment and/or a partial refund at the Company's discretion.

6.2 The Customer's cooperation is important to ensure the most effective results from the Company services. Whenever conditions conducive to pests are reported in writing to the Customer by the Company, and such conditions are not corrected by the Customer, any and all Re-Treatment Warranties provided by the Company may be waived.

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7. MATERIALS/LABELS

7.1 Upon request, Company will provide Customer with a copy of the manufacturer's specimen label of the pesticide(s) which will be used to treat the premises. The materials used in pest control services comply with the federal, state and local laws.

8. FORCE MAJEURE

8.1 Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company or its suppliers, that prevent the Company from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

9. NON-WAIVER

9.1 The failure or delay of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

10. PROPERTY OWNER/CUSTOMER RESPONSIBILITY

10.1 Owner will provide timely access to the property at the agreed upon appointment time in order for Company to perform necessary inspections and treatments.

10.2 Owner will make necessary recommended corrections to the serviced property to prevent new and also correct conditions conducive to termite infestation.

AIR QUALITY CONTROL
4330 NW 112th Avenue
Coral Springs, FL 33065
epasynergy@gmail.com

BILL TO
BRENDEN LYNCH
920 S LAKESIDE DRIVE
LAKE WORTH, FL 33460

INVOICE 1030

DATE 11/11/2018 **TERMS** Due on receipt

DUE DATE 11/11/2018

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/11/2018	**Service**	SONS ROOM MOLD REMEDIATION (DICSOUNTED PRICE)	1	1,646.85	1,646.85

TOTAL DUE **$1,646.85**

Brenden Lynch

12/8/2018

We appreciate your business!

Robert R. McGill Air Conditioning, Inc.
333 S 3rd Street
Lantana FL 33462

(561) 588-2630 Phone
mcgillacinfo@mcgillac.com
www.mcgillac.com

Bill To

BRENDAN LYNCH

920 S LAKESIDE DR
LAKE WORTH FL 33460

Ship To

BRENDAN LYNCH

920 S LAKESIDE DR
LAKE WORTH FL 33460

Work Order # 142982 Transaction Date: 11/16/2018 Terms: COD

Invoice I151050

Description	Quantity	Price	Amount
PRICE TO REMOVE DUCTWORK SECTIONS AND RECONNECT SO ATTIC CAN BE VACUUMED. WE WOULD HAVE AIR QUALITY CONTROL COAT THE EXISTING MIXING BOWLS WHILE OPEN AT AN ADDITIONAL PRICE. WE WOULD SEAL ALL CANS TO THE DRYWALL AND RECONNECT THE DUCT QUOTED $4945.00	1	$4,945.00	$4,945.00
CLEAN BOTH A/H IN PLACE	1	$444.00	$444.00
SEAL CANS TO CEILING (INCLUDED IN ABOVE PRICE)	1	$0.00	$0.00

PAID

Subtotal	$5,389.00
Tax	$0.00
Total	$5,389.00
Payments	$5,389.00
Balance Due	$0.00

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

Insured: Brendan Lynch
Property: 920 South Lakeside Dr
Lake Worth, FL 33460

Claim Number: **Policy Number:** **Type of Loss:** <NONE>

Date of Loss: Date Received:
Date Inspected: Date Entered: 11/11/2018 9:12 PM

Price List: FLWB8X_NOV18
Restoration/Service/Remodel
Estimate: LYNCHTODATE

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

LYNCHTODATE

Lynch General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Floor protection - heavy paper and tape	750.00 SF	0.32	0.00	2.63	242.63
Containment Barrier/Airlock/Decon. Chamber	215.00 SF	0.00	0.90	1.05	194.55
Peel & seal zipper - heavy duty	2.00 EA	0.00	15.03	1.52	31.58
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA	0.00	105.92	0.00	105.92
Totals: Lynch General				5.20	574.68
Line Item Totals: LYNCHTODATE				**5.20**	**574.68**

Grand Total Areas:

5,308.00	SF Walls	2,135.10	SF Ceiling	7,443.10	SF Walls and Ceiling
2,135.10	SF Floor	237.23	SY Flooring	663.50	LF Floor Perimeter
1,530.67	SF Long Wall	1,123.33	SF Short Wall	663.50	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
0.00	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

Summary for Dwelling

Line Item Total	569.48
Material Sales Tax	5.20
Replacement Cost Value	**$574.68**
Net Claim	**$574.68**

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

Recap of Taxes

	Material Sales Tax (7%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items	5.20	0.00	0.00	0.00
Total	**5.20**	**0.00**	**0.00**	**0.00**

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

Recap by Room

Estimate: LYNCHTODATE		
Lynch General	**569.48**	**100.00%**
Subtotal of Areas	**569.48**	**100.00%**
Total	**569.48**	**100.00%**

AQCE

Air Quality Control Environmental INC.
3933 NW 126 Avenue
Coral Springs, FL 33065
Phone: (954) 345-5821

Recap by Category

Items	Total	%
GENERAL DEMOLITION	**240.00**	**41.76%**
HAZARDOUS MATERIAL REMEDIATION	**329.48**	**57.33%**
Subtotal	**569.48**	**99.10%**
Material Sales Tax	**5.20**	**0.90%**
Total	**574.68**	**100.00%**

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT H – SEC. 23.5-4(L) ECONOMIC HARSHIP

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Sec. 23.5-4. - Historic preservation.

l) *Supplemental standards to determine if unreasonable economic hardship exists.*

1. *In general.* No decision of the development review officer, HRPB or the city commission shall result in an unreasonable economic hardship for the property owner. The HRPB shall have the authority to determine the existence of an unreasonable economic hardship in accordance with the criteria set forth in this section. The applicant shall have the burden of proving by substantial competent evidence that denial of a certificate of appropriateness or imposition of conditions on a certificate of appropriateness have caused or will cause an unreasonable economic hardship for the owner of the property.

2. *Submission of evidence of hardship.* In any case where the property owner or applicant for a certificate of appropriateness claims that denial of or imposition of conditions upon a certificate of appropriateness result in an unreasonable economic hardship, the owner or applicant may, by affidavit, submit to the HRPB any or all of the following information as justification for his claim. The applicant has the option of submitting evidence of unreasonable economic hardship at any time in the review permit process; however, all information shall be received by the HRPB at least fifteen (15) days prior to the public hearing.

3. *Evidence considered for all property.* The HRPB shall consider the following:

A. Whether the owner knew or should have known of the landmark or historic district designation at the time of acquisition and whether the structure or district was designated subsequent to acquisition.

B. The amount paid for the property, the date of purchase 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 seller and buyer.

C. The form of ownership of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other form, and whether or not it is a homestead property.

D. An estimate of the cost of the proposed construction, alteration, demolition or removal.

E. The assessed value of the property according to the two (2) most recent assessments.

F. The real estate taxes for the previous two (2) years.

G. Annual debt service or mortgage payments if any, for the previous two (2) years.

H. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.

I. Any information that the property is not marketable or able to be sold, considered in relation to any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years, including testimony and relevant documents regarding:

(a) Any real estate broker or firm engaged to sell or lease the property.

(b) Reasonableness of the price or rent sought by the applicant.

(c) Any advertisements placed for the sale or rent of the property.

J. Any Phase I or any other environmental analysis prepared for the site.

K. Any information regarding the unfeasibility of adaptive or alternative uses for the property that can earn a reasonable economic return for the property as considered in relation to the following:

(a) A report from a professional engineer registered in the State of Florida or an architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

(b) An estimate of the costs of construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the HRPB concerning the appropriateness of the proposed alterations.

(c) The estimated market value of the property in its current condition, after completion of the demolition, after completion of the proposed construction and after renovation of the existing property for continued use.

(d) In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(e) Financial documentation of the ability to complete the replacement project, which may include, but is not limited to, a performance bond, a letter of credit or a letter of commitment from a financial institution.

(f) The fair market value of the property, as determined by at least two (2) independent certified appraisals.

L. Any state or federal income tax returns relating to the property or the owner for the past two (2) years. These forms may be redacted for confidentiality purposes.

M. Any other information considered necessary by the HRPB in making its determination.

4. *Evidence considered for income property (actual or potential).* The HRPB shall consider the following:

A. Annual gross income from the property, if any, for the previous two (2) years.

B. Depreciation deductions and annual cash flow, if any, for the previous two (2) years, before and after debt service.

C. Status of leases, rentals or sales for the previous two (2) years.

D. Itemized operating and maintenance expenses for the previous two (2) years, including proof that adequate and competent management procedures were followed.

E. Any other information considered necessary by the HRPB in making its determination as to whether or not the property does yield or may reasonably yield a reasonable economic return to the owners.

F. Any state or federal income tax returns relating to the property for the past two (2) years. These returns may be redacted for confidentiality purposes.

5. *When information is unavailable.* In the event that any of the required information is not reasonably available or cannot be obtained by the property owner, the property owner shall file, along with an affidavit, a statement of the information which cannot be obtained and the reasons why it cannot be reasonably obtained. Where such unobtainable information concerns required financial information, the property owner shall submit a statement describing estimates which will be as accurate as are feasible.

6. *Submission under oath.* All submissions to the HRPB shall be furnished under oath.

7. *Alternative remedies.* If the HRPB determines that the applicant has proved that an unreasonable economic hardship exists, it shall consider whether other relief is available that will not result in unreasonable economic hardship but which will provide the least adverse effect on the site or its historic, architectural, archeological or cultural features. If found, and within its power, the HRPB may grant this relief, or grant the requested relief with appropriate conditions

attached thereto, so as to insure the least possible adverse effect on the historic property which does not result in unreasonable economic hardship. Such other relief, or conditions to the requested relief, may include, but is not limited to, property tax relief; loans or grants; requiring the owner to first market and offer the site for sale for a fair market price with appropriate preservation protections for a period of time not to exceed six (6) months (the length of time to be established by the HRPB based on a review of the structure's architectural, cultural or historic importance, as established by the survey and under the designation criteria set forth in this article); acquisition by a third party for a fair market value; taking by eminent domain with a fair compensation therefore; building and zoning code modifications; grant of transferable development rights; relaxation of the provisions of this article; in the case of an application for a demolition permit, waiver of the requirement that a permit for new construction be simultaneously issued; recommendation to the city commission that some or all of the applicable review fees be waived; or some other relief, as appropriate.

8. *Issuance of certificate.* If, after full consideration of all other possible relief, the HRPB determines that unreasonable economic hardship shall result unless the specific relief requested is granted, the HRPB shall promptly grant the certificate of appropriateness for such relief. This shall not prevent the HRPB, however, from requiring the application for and issuance of a simultaneous permit for new construction, unless waived by the HRPB, or prevent the HRPB from imposing salvage or mitigation requirements set forth herein.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT I – PROPOSED ARCHITECTURAL PLANS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

architect
FINNVOLD ARCHITECTURE, INC.
Adriana A Finnvold, R.A.
www.finnarc.com p. 561.306.4286

LYNCH RESIDENCE

920 S LAKESIDE DRIVE
LAKE WORTH BEACH, FL

FINNVOLD ARCHITECTURE, INC.

WWW.FINNARC.COM
adriana@finnarc.com
P. 561 306 4286
LICENSE # A A 26002586

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830 S LAKESIDE DR | 902 S LAKESIDE DR | 924 S LAKESIDE DR | 927 S LAKESIDE DR

LAKESIDE DRIVE-STREETSCAPE STUDY

830 S LAKESIDE DR

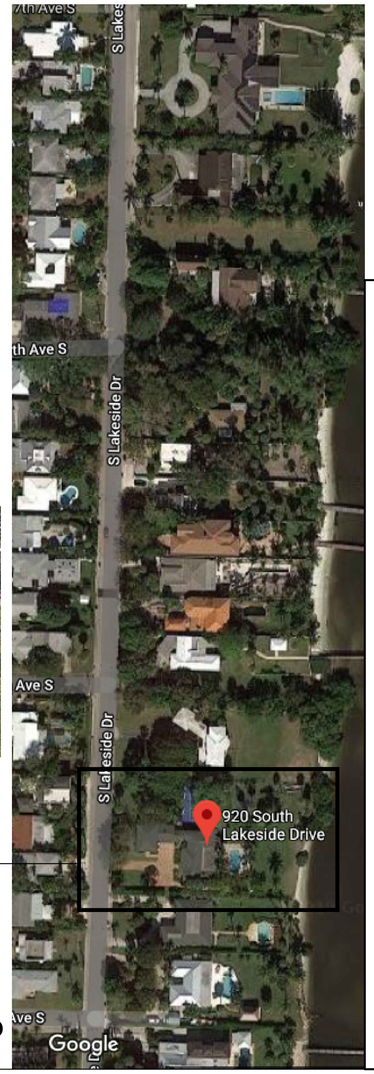
902 S LAKESIDE DR

920 S LAKESIDE DR

924 S LAKESIDE DR

927 S LAKESIDE DR

EXISTING CONDITIONS



DENOTES LOCATION
FOR PROPOSED HOUSE

AERIAL MAP

LYNCH RESIDENCE
NEW CONSTRUCTION
920 S LAKESIDE DRIVE
LAKEWORTH BEACH, FL

11.5.19
1925

REVISIONS
SCHEMATIC SET

REV 1 - PER MTG 11.11.19
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REV8- HB 1.17.20
REV9/10-CLIENT 1.24.17
HBP SUBMITTAL 1-27-20

CONSULTANTS

STREET SCAPE

SP1.00
SHEET

SITE DATA:

EXISTING ZONING:	SFR- SINGLE FAMILY RESIDENTIAL
TOTAL LOT AREA:	33,006 SF (0.758 AC)
FLOOD ZONE	AE & VE (120213-1209CO,781F 10/5/2017)

ITEM:	REQUIRED	PROPOSED
LOT AREA:	5,000 SF	33,006 SF
LOT WIDTH:	50'-0"	150'
MAX HEIGHT	30' MAX	22'-0" AVERAGE HT.
SETBACKS	-	-
FRONT	50'	50'-0"
SIDE	10'	10'-0" (SOUTH) 29'-2" (NORTH)
REAR	15'	93'-6"
IMPERMEABLE SURFACE	IMPERMEABLE SURFACE	IMPERMEABLE SURFACE
LOT COVERAGE (HARDSCAPE)	INCLUDED	4,178 SF
LOT COVERAGE (BUILDING)	30% (9,901 SF)	7,818.0
FLOOR AREA RATIO	0.45	0.36 (11,996SF/33,006 SF)
FRONT YARD AREA CALC., PERVIOUS	REQUIRED 5,625 (75% OF 7,500 SF)	1,812 SF DRIVEWAY 5,688 SF PERVIOUS AREA
	CROWN OF ROAD = 3.54' N.A.V.D. MIN. F.F.E.=9.0' N.A.V.D. MIN. FLOOD REQUIREMENT(+/-0'-0") LOWEST GARAGE ELEV =5.81NAVD' LOWEST ADJ. GRADE =4.6'N.A.V.D. MAX. OVERALL HEIGHT =30.0'NAVD	MIN. F.F.E.=10.0' N.A.V.D.(+/-0'-0") LOWEST GARAGE ELEV =8.0'NAVD' LOWEST ADJ. GRADE =4.6'N.A.V.D. MAX. OVERALL HT. = 22'-0"

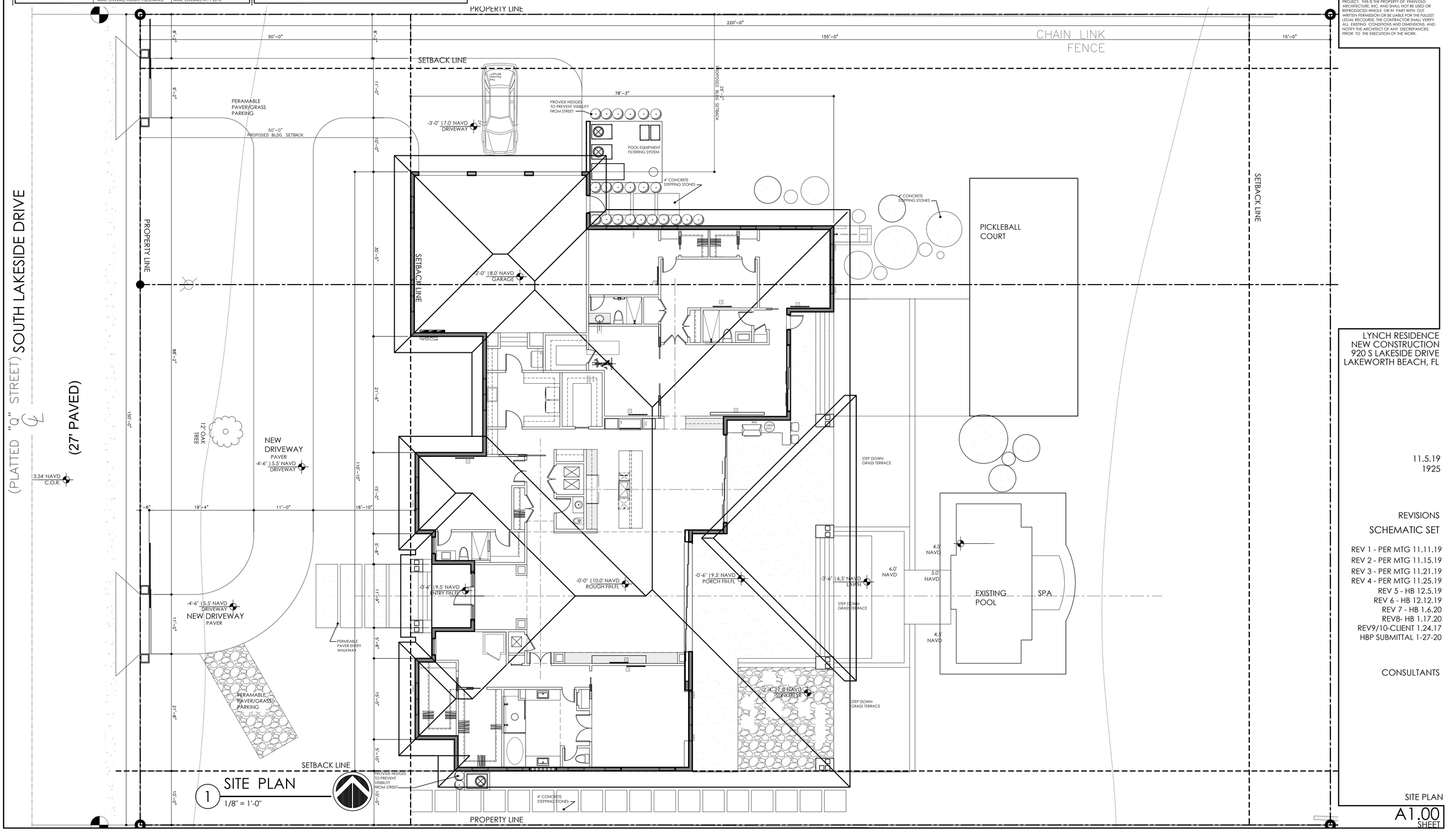
LEGAL DESCRIPTION

LOT 4, 5 AND 6, BLOCK 33, THE PALM BEACH FARMS CO. PLAT NO. 4, ADDITION NO. 1 TO LAKE WORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BUILDING CALCULTAIONS:

BLDG. COV. AREA =7,818.0 S.F. =23.6% (4 BEDROOMS /4.5 BATHROOMS/GYM/CLUBROOM)

BUILDING COV. AREA	7,818.0 S.F.	AREA UNDER AIR	4,903.0 SF
DRIVE WAY AND WALKWAYS	2,336.0 S.F.	GARGAE NON AC AREA	1,061.0 SF
POOL AREA	463.0 S.F.	COVERED PORCH	1,722.0 SF
DECK AREA	332.0 S.F.	COVERED ENTRY	131.0 SF
EQUIPMENT SLABS	167 S.F.		7,817.0 SF
PICKLEBALL COURT	880 S.F.		
TOTAL IMPERVIOUS =	11,996.0 S.F. = 36.0%		
TOTAL GREEN AREA =	21,010.0 S.F. = 64.0%		



1 SITE PLAN
1/8" = 1'-0"

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adriana@finnarc.com
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LYNCH RESIDENCE
NEW CONSTRUCTION
920 S LAKESIDE DRIVE
LAKEWORTH BEACH, FL

11.5.19
1925

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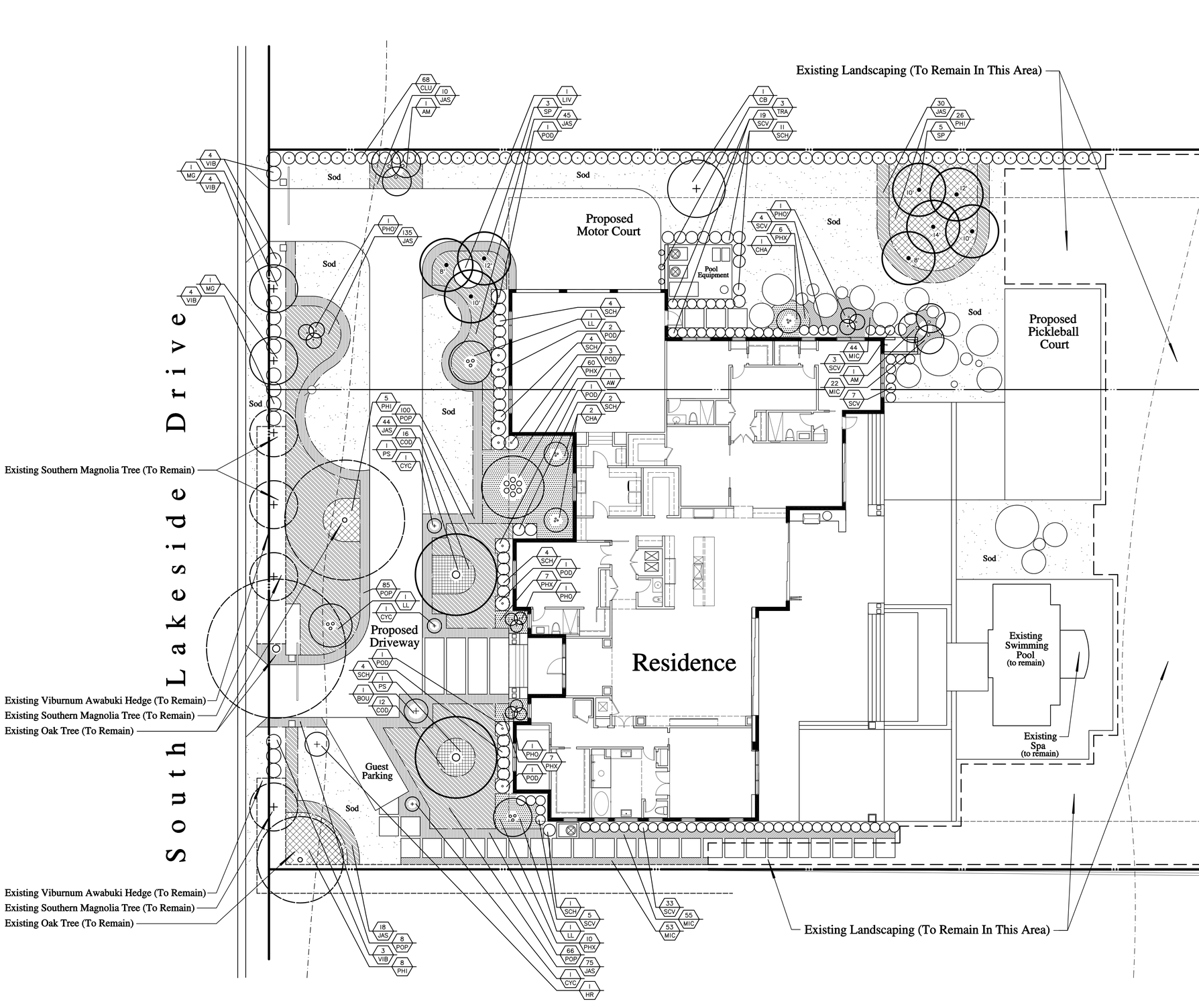
REV9/10-CLIENT 1.24.17
HBP SUBMITTAL 1-27-20

CONSULTANTS

SITE PLAN
A1.00
SHEET



Plant List

	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Trees and Palms	AM	2	ADONIDIA MERRILLII ADONIDIA PALM	10-12' OVERALL		TRIPLE TRUNK SPECIMEN
	AW	1	ACOELORRHAPHE WRIGHTII PAUROTIS PALM	14-16'	10-12'	9 CANE MINIMUM FULL TO BASE SPECIMEN
	CB	1	CALOPHYLLUM BRASILIENSE BRAZILIAN BEAUTYLEAF	12-14'	6-7'	5-6' CLEAR TRUNK SPECIMEN
	HR	1	HIBISCUS 'SEMINOLE PINK' SEMINOLE PINK HIBISCUS	6'	3'	3' CLEAR TRUNK SPECIMEN
	LL	3	LIGUSTRUM LUCIDUM TREE LIGUSTRUM	8'	8'	3-4' CLEAR TRUNK MULTI-STEM SPECIMEN-MATCHED
	MG	2	MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA	14-16'	8-10'	2-3' CLEAR TRUNK FLORIDA FANCY-MATCHED
	PS	2	PHOENIX SYLVESTRIS SYLVESTER DATE PALM	7' CLEAR WOOD		HEAVY HEAD FLORIDA FANCY-PERFECTLY MATCHED
	SP	8	SABAL PALMETTO CABBAGE PALM	8-14' BOOTED TRUNK		HEIGHTS NOTE FULL BOOTED TRUNKS

	Key	Qty.	Scientific\Common Name	Ht.	Spr.	Remarks
Shrubs And Groundcovers	BOU	1	BOUGAINVILLEA 'BARBARA KARST' BOUGAINVILLEA	5'	4'	2' CLEAR TRUNK-25 GALLON SPECIMEN FLORIDA FANCY
	CHA	3	CHAMAEDOREA CATARACTARUM CAT PALM	5'	4'	FULL TO BASE
	CLU	68	CLUSIA GUTTIFERA SMALL LEAF CLUSIA	36"	30"	FULL-7 GALLON
	COD	28	CODIAEUM VARIEGATUM 'MAMMEY' MAMMEY CROTON	16"	16"	FULL-3 GALLON
	CYC	3	CYCAS REVOLUTA KING SAGO	3'	3'	FULL SPECIMEN-MATCHED
	JAS	357	JASMINUM VOLUBILE WAX JASMINE	14"	16"	FULL-3 GALLON
	LIV	1	LIVISTONA CHINENSIS CHINESE FAN PALM	5'	5'	TRIPLE HEAD SPECIMEN FULL TO BASE
	MIC	174	MICROSORUM DIVERSIFOLIUM KANGAROO FERN			FULL-1 GALLON
	PHI	39	PHILODENDRON SELLOUM SPLIT LEAF PHILODENDRON	24"	24"	FULL-3 GALLON
	PHO	2	PHOENIX ROEBELENII DWARF DATE PALM	4-5'	4-5'	TRIPLE HEAD SPECIMEN-MATCHED
	PHO'	2	PHOENIX ROEBELENII DWARF DATE PALM	6'	6'	TRIPLE HEAD SPECIMEN
	PHX	90	PHILODENDRON 'XANADU' DWARF PHILODENDRON	18"	18"	FULL-3 GALLON
	POD	10	PODOCARPUS MACROPHYLLUS YEW PODOCARPUS	7-8'	30"	FULL TO BASE DENSE COLUMN SPECIMEN-MATCHED
	POP	259	PODOCARPUS MACROPHYLLUS 'PRINGLES' DWARF PODOCARPUS	16"	16"	FULL-3 GALLON
	SCH	30	SCHEFFLERA ARBORICOLA DWARF SCHEFFLERA	36"	30"	FULL TO BASE-7 GALLON
	SCV	71	SCHEFFLERA ARBORICOLA 'TRINETTE' VARIEGATED DWARF SCHEFFLERA	24"	24"	FULL TO BASE-3 GALLON
	TRA	3	TRACHELOSPERMUM JASMINOIDES CONFEDERATE JASMINE	4-5' RUNNERS		FULL TRELLISED SPECIMEN
	VIB	15	VIBURNUM ODORATISSIMUM AWABUKI VIBURNUM AWABUKI	42"	36"	FULL TO BASE-7 GALLON

General Planting Requirements:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM STANDARDS FOR FLORIDA NUMBER 1 OR BETTER, AS ESTABLISHED BY "GRADES AND STANDARDS FOR NURSERY PLANTS", LATEST EDITION, AS PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. TABLETIZED FERTILIZER, EQUAL TO AGRIFORM PLANTING TABLETS (20-10-5) 21 GRAM, SHALL BE PROVIDED FOR ALL TREES, PALMS, SHRUBS, VINES, AND MISCELLANEOUS PLANTING MATERIALS. APPLICATION RATES AND INSTALLATION PROCEDURES SHALL BE IN CONFORMANCE WITH THE MANUFACTURER'S MINIMUM RECOMMENDED REQUIREMENTS.
3. ALL GROUNDCOVER AREAS, PLANTING BEDS, TREE RINGS, AND PALM CLUSTERS SHALL RECEIVE A MINIMUM 3" LAYER OF AN APPROVED GRADE OF SHREDDED CYPRESS MULCH.
4. THE LANDSCAPE CONTRACTOR SHALL PROVIDE AN APPROVED MIX OF SUPPLEMENTAL PLANTING SOIL FOR ALL NEW PLANTINGS. THE MINIMUM APPLICATION RATE SHALL BE 3/4 CUBIC YARD PER TREE, 1/4 CUBIC YARD PER FREE STANDING SHRUB, AND/OR 1 CUBIC YARD PER 50 BEDDING OR GROUNDCOVER PLANTS.
5. ALL TREES, PALMS, SHRUBS, VINES, GROUNDCOVERS, AND MISCELLANEOUS PLANTING MATERIALS AS INCLUDED HEREIN SHALL BE WARRANTIED BY THE LANDSCAPE CONTRACTOR FOR A MINIMUM PERIOD OF 90 DAYS AFTER FINAL ACCEPTANCE BY THE OWNER. ALL SOD AREAS SHALL BE WARRANTIED FOR A MINIMUM PERIOD OF 30 DAYS AFTER FINAL ACCEPTANCE BY THE OWNER, AND ALL "SPECIMEN" PALMS AND PLANT MATERIALS SHALL BE WARRANTIED FOR A MINIMUM OF 12 MONTHS AFTER FINAL ACCEPTANCE BY THE OWNER.
6. IT SHALL BE THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INSURE THAT ALL NEW PLANTINGS RECEIVE ADEQUATE WATER DURING THE INSTALLATION AND PLANT WARRANTY PERIODS. DEEP WATERING OF ALL NEW TREES AND PALMS IS MANDATORY, AND ANY SUPPLEMENTAL WATERING THAT MAY BE REQUIRED TO AUGMENT NATURAL RAINFALL AND SITE IRRIGATION, TO INSURE PROPER PLANT DEVELOPMENT, SHALL BE PROVIDED AS A PART OF THIS CONTRACT.
7. ALL PLANT MATERIAL AND SOD AREAS AS INCLUDED HEREIN SHALL RECEIVE 100% AUTOMATIC IRRIGATION COVERAGE (WITH A MINIMUM OVERLAP OF 50%) INSTALLED BY AN OWNER SELECTED CONTRACTOR. THIS SYSTEM SHALL BE INSTALLED AND OPERATIONAL WITHIN TEN (10) DAYS OF THE INITIAL LANDSCAPE INSTALLATION.
8. IN THE EVENT OF A DISCREPANCY WITHIN THE LANDSCAPE DOCUMENTS, THE PLANTING PLAN TAKES PRECEDENCE OVER THE PLANT LIST.
9. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE MINOR ADJUSTMENTS TO THE FINAL PLANTING AND DECORATIVE GRADING LAYOUT CONFIGURATIONS (PRIOR TO INSTALLATION) AND SHALL PROVIDE DIRECTION IN THE EVENT OF FIELD CONDITIONS THAT MAY BE IN CONFLICT WITH THE PLAN.

Special Instructions:

1. GENERAL SITE GRADING (WITHIN 1/10TH OF A FOOT) WILL BE PROVIDED BY THE GENERAL CONTRACTOR, WHILE ALL FINISHED SITE GRADING SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR.
2. ALL GRASSED AND LAWN AREAS AS INDICATED ON THE PLANTING PLAN SHALL RECEIVE STENOTAPHRUM SECUNDATUM, ST. AUGUSTINE "FLORITAM" SOLID SOD. ALTHOUGH IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL QUANTITY REQUIRED, THE BID SHALL INCLUDE 4,950 SQUARE FEET WHICH REPRESENTS THE APPROXIMATE QUANTITY THAT CAN BE ANTICIPATED.

Date: December 3, 2019
February 4, 2020

920 South Lakeside Drive - Landscape Plan

The Lynch Residence

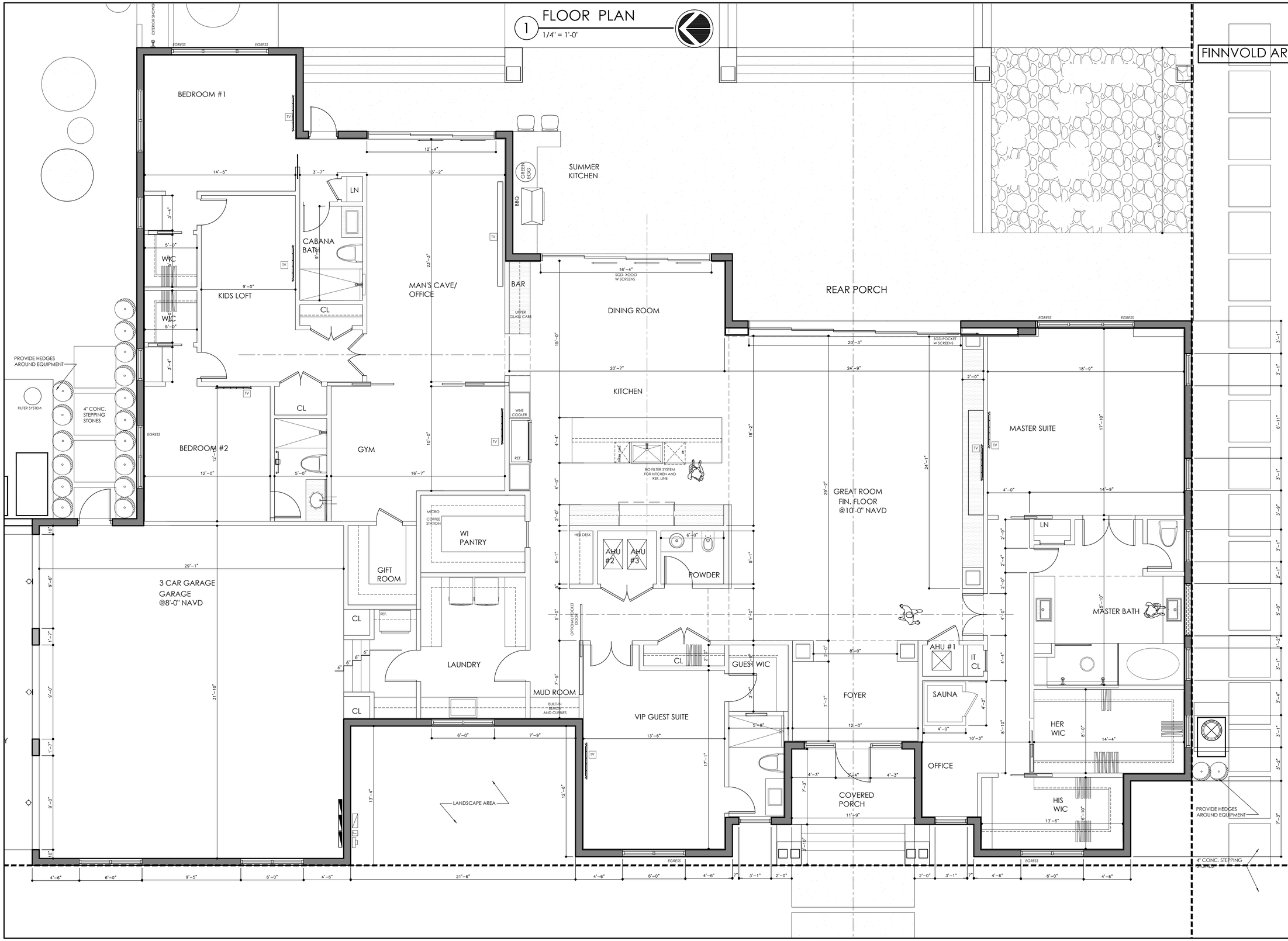
Lake Worth Beach, Florida

Stuart Greenberg, PLA
Landscape Architecture and Site Planning
3015 South Ocean Boulevard
Highland Beach, Florida 33487

Sheet:

LP-1

Of: One



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11.5.19
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REV8- HB 1.17.20
REV9/10-CLIENT 1.24.17

CONSULTANTS

A2.05
SHEET

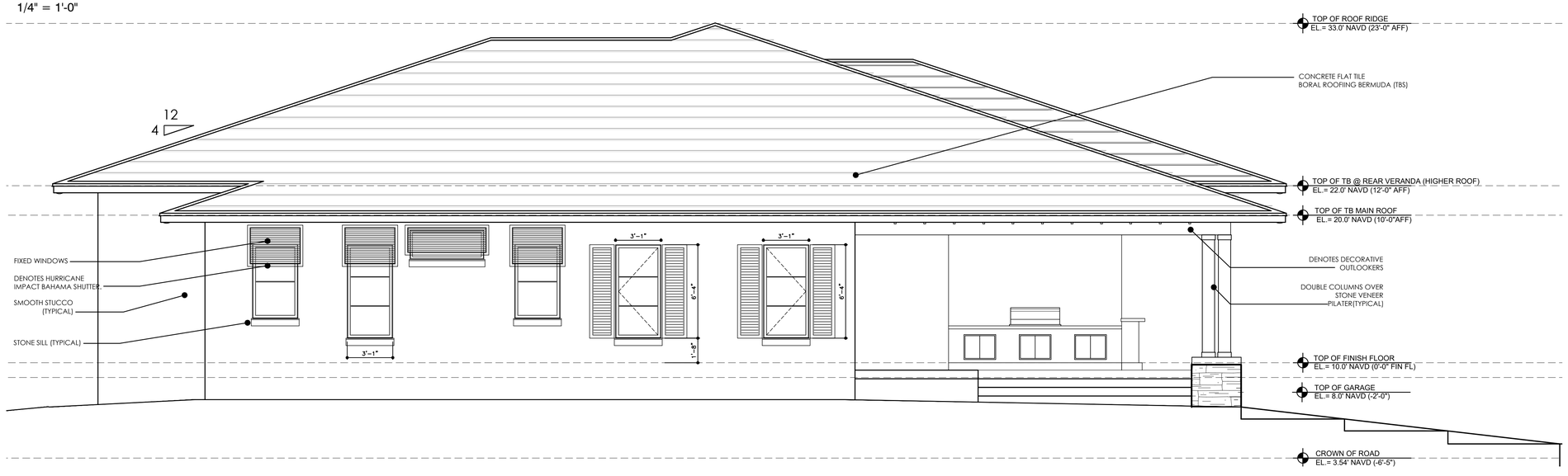
C:\Users\Adriana\Dropbox\D-FINNVOLD ARCHITECTURE\PROJECTS\RESIDENTIAL\1925-LYNCH\SCHEMATIC\1925-BASE10.dwg, 1/27/2020 12:33:48 PM, DWG To PDF.pc3

FRONT ELEVATION (WEST)

1/4" = 1'-0"

SIDE ELEVATION (SOUTH)

1/4" = 1'-0"



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CONSULTANTS

EXTERIOR ELEVATIONS

A3.00
SHEET

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REAR ELEVATION (EAST)

1/4" = 1'-0"

SIDE ELEVATION (NORTH)

1/4" = 1'-0"

LYNCH RESIDENCE
NEW CONSTRUCTION
920 S LAKESIDE DRIVE
LAKEWORTH BEACH, FL

11.5.19
1925

REVISIONS

SCHEMATIC SET

REV 1 - PER MTG 11.11.19
REV 2 - PER MTG 11.15.19
REV 3 - PER MTG 11.21.19
REV 4 - PER MTG 11.25.19
REV 5 - HB 12.5.19
REV 6 - HB 12.12.19
REV 7 - HB 1.6.20
REV8- HB 1.17.20
REV9/10-CLIENT 1.24.17
HBP SUBMITTAL 1-27-20

CONSULTANTS

EXTERIOR ELEVATIONS

A3.10 SHEET

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1 ROOF PLAN
1/4" = 1'-0"

EGRESS
EGRESS
GREEN EGG
BBQ
4:12 SLOPE
DENOTES NEW CONCRETE FLAT TILE ROOF

FINNVOLD ARCHITECTURE, INC.
WWW.FINNARC.COM
adriana@finnarc.com
P. 561 306 4286
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LYNCH RESIDENCE
NEW CONSTRUCTION
920 S LAKESIDE DRIVE
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REV 7 - HB 1.6.20
REV8- HB 1.17.20
REV9/10-CLIENT 1.24.17

CONSULTANTS

ROOF PLAN

A5.00
SHEET

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT J - DECISION CRITERIA FOR NEW CONSTRUCTION – STAFF'S RESPONSES

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Section 23.5-4k(3) Additional guidelines for visual compatibility

All improvements to buildings, structures and appurtenances within a designated historic district shall be visually compatible. New buildings should take their design cues from the surrounding existing structures, using traditional or contemporary design standards and elements that relate to existing structures that surround them and within the historic district as a whole. Building design styles, whether contemporary or traditional, should be visually compatible with the existing structures in the district.

A. In approving or denying applications for certificates of appropriateness for new construction, the City shall also, at a minimum, consider the following additional guidelines which help to define visual compatibility:

(1) The height of proposed buildings shall be visually compatible and in harmony with the height of existing buildings located within the historic district.

Response: Per the provided streetscape elevation, the proposed structure does appear to be taller than neighboring single story structures. Staff's concerns arise from the overall height and the proportions of the architectural features. As evident in the streetscape elevation, the proposed single-story structure has an overall roof height of 33 feet and is roughly the same height as the neighboring two-story structure to the north. The height of the exterior walls contributes to the height and scale of the building. The projecting front rooms of the structure stand 12 feet tall from the finish floor height to the top of the wall. The front of the structure also is designed with 6'-0" x 6'-4" window

openings, which are in proportion to the scale of the building, but are significantly larger than the window openings of neighboring historic structures.

(2) The relationship of the width of the building to the height of the front elevation shall be visually compatible and in harmony with the width and height of the front elevation of existing buildings located within the district.

Response: The general scale and massing of the proposed structure appears to be greater than neighboring structures. Some of the increase in height is a result of more rigorous flood elevation requirements. The required increase in base flood elevation adds approximately two feet to the structure's height.

(3) For landmarks and contributing buildings and structures, the openings of any building within a historic district should be visually compatible and in harmony with the openings in buildings of a similar architectural style located within the historic district. The relationship of the width of the windows and doors to the height of the windows and doors in a building shall be visually compatible with buildings within the district.

Response: The proposed windows and doors, while in proportion to the building as proposed are significantly larger than the windows of neighboring historic structures.

(4) The relationship of solids to voids in the front facade of a building or structure shall be visually compatible and in harmony with the front facades of historic buildings or structures located within the historic district. A long, unbroken facade in a setting of existing narrow structures can be divided into smaller bays which will complement the visual setting and the streetscape.

Response: The proposal avoids long expanses of broken facades on the front of the structure.

(5) The relationship of a building to open space between it and adjoining buildings shall be visually compatible and in harmony with the relationship between buildings elsewhere within the district.

Response: The proposed building adheres to setback requirements within the current zoning code.

(6) The relationship of entrance and porch projections to sidewalks of a building shall be visually compatible and in harmony with the prevalent architectural styles of entrances and porch projections on buildings and structures within the district.

Response: The proposed design utilizes a recessed covered porch, which is typical of Anglo-Caribbean structures. The walkway does not connect the front entry to the street, but rather the circular driveway.

(7) For landmarks and contributing buildings and structures, the relationship of the materials, texture and color of the façade of a building shall be visually compatible and in harmony

with the predominant materials used in the buildings and structures of a similar style located within the historic district.

Response: The proposed building materials; stucco, aluminum windows, concrete roof tiles, are all compatible building materials and products commonly found throughout the South Palm Park district.

(8) The roof shape of a building or structure shall be visually compatible and in harmony with the roof shape of buildings or structures of a similar architectural style located within the historic district.

Response: The roof design has been simplified from its initial form, but it is still taller than the neighboring rooflines of historic buildings. The hip roof over the primary massing of the structure is common amongst structures in the district, and generally compatible with the scale of the structure. The additional height of the roofline over the hyphen section of the building (space between the primary mass and the garage) raises to 30' tall, which is significantly taller than neighboring single-story buildings.

(9) Appurtenances of a building, such as walls, wrought iron, fences, evergreen, landscape masses and building facades, shall, if necessary, form cohesive walls of enclosures along a street to insure visual compatibility of the building to the buildings and places to which it is visually related.

Response: It is the analysis of Staff that the plans provided are consistent with this requirement.

(10) For landmarks and contributing buildings and structures, the size and mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible and in harmony with the buildings and places to which it is visually related.

Response: The contributing resource is proposed to be demolished. Not applicable.

(11) A building shall be visually compatible and in harmony with the buildings and places to which it is visually related in its directional character: vertical, horizontal or non-directional.

Response: Most historic masonry structures within the South Palm Park Local Historic Districts are linear, horizontal, and low. While the proposed plans are linear and keep to a single story, the scale and height of the single-story building is uncommon for related single-story structures.

(12) In considering applications for certificates of appropriateness to install mechanical systems which affect the exterior of a building or structure visible from a public right-of-way, the following criteria shall be considered:

(a) Retain and repair, where possible, historic mechanical systems in their original location, where possible.

Response: The existing mechanical systems will not be utilized.

(b) New mechanical systems shall be placed on secondary facades only and shall not be placed on, nor be visible from, primary facades.

Response: The proposed mechanical equipment is behind the front setback on secondary facades.

(c) New mechanical systems shall not damage, destroy or compromise the physical integrity of the structure and shall be installed so as to cause the least damage, invasion or visual obstruction to the structure's building materials, or to its significant historic, cultural or architectural features.

Response: Staff will ensure that any mechanical systems for the building meet this criterion.

(13) The site should take into account the compatibility of landscaping, parking facilities, utility and service areas, walkways and appurtenances. These should be designated with the overall environment in mind and should be in keeping visually with related buildings and structures.

Response: The current proposal features two vehicular entries to the property, an expansive front driveway with front parking areas. The project architect has relocated the three-bay garage to the north façade of the property.

B. In considering certificates of appropriateness for new buildings or structures which will have more than one primary facade, such as those on corner lots facing more than one street, the HRPB shall apply the visual compatibility standards to each primary facade.

Response: The above criteria and responses apply to the primary façade fronting South Lakeside Drive.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT K – DECISION MAKING CRITERIA FOR NEW CONSTRUCTION – APPLICANT'S RESPONSE

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

920 South Lakeside Drive
Justification Statement for New Construction

Owners Brendan and Lisa Lynch bought 920 South Lakeside Drive in September of 2009. In November of 2015 they purchased the adjacent lot to the north of 920 South Lakeside Drive. While the Palm Beach County Property Appraiser website still shows these lots as having separate PCNs, they are in the process of being combined into one lot. That is reflected on the accompanying survey and site plan associated with this COA application.

This request for new construction is a companion request for demolition of the existing structure at 920 South Lakeside Drive. In 2004, the then PZHRPB granted a COA for a master suite addition to the existing contributing structure. At the same time it granted a waiver of 20 feet from the 50 feet required setback along this section of South Lakeside Drive. Therefore, the 2004 addition is 30 feet from the right-of-way along the western edge of the property.

The proposed new construction of a single-story, single family home on the combined lots will honor the 50 foot front setback from South Lakeside Drive. The design is representative of quality contemporary construction and will feature a flat tile white concrete roof like that of its predecessor on the property. The scale is in keeping with the built environment of the historic district. Orientation of the building is similar to the existing structure and lot configuration as there is a larger yard area to the north of the building. The owner plans to keep the existing pool on the property. The landscape plan shows that mature vegetation along the western edge of the property and right-of-way line will be protected and retained.

Details regarding the pressing need for demolition of the existing structure are laid out in the demolition application.

Criteria for Granting Certificates of Appropriateness (Section 23.5-4(k)1)

In approving or denying applications for certificates of appropriateness, the City shall, at a minimum, consider the following general guidelines:

A. What is the effect of the proposed work on the landmark or the property upon which such work is to be done?

Response: Although the demolition of the existing structure will eliminate one of the fifty-nine (59) contributing masonry vernacular structures within the historic district, it will add a quality, contemporary lakefront residence that is in scale and similar to other new construction in the neighborhood.

B. What is the relationship between such work and other structures on the landmark site or other property in the historic district?

Response: It will add a quality, contemporary lakefront residence that is in scale and similar to other new construction in the neighborhood.

C. To what extent will the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture, materials and color of the landmark or the property be affected?

Response: Although the demolition of the existing structure will eliminate one of the fifty-nine (59) contributing masonry vernacular structures within the historic district, it will add a quality, contemporary lakefront residence that is in scale and similar to other new construction in the neighborhood.

D. Would denial of a certificate of appropriateness deprive the property owner of reasonable beneficial use of this property?

Response: Yes, the current structure is unusable in its current condition. Multiple remediations have been attempted, including a $51,000 re-roofing within the past year. Its potential to be sold is limited due to the documented existing conditions.

E. Are the applicant's plans technically feasible and capable of being carried out within a reasonable time?

Response: Yes.

F. Do the plans satisfy the applicable portions of the general criteria contained in the United States Secretary of the Interior's Standards for Rehabilitation then in effect or as they may be revised from time to time?

Response: New construction is permitted through granting a Certificate of Appropriateness and meeting these standards.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT L – AFFIDAVIT AND ADDITIONAL MATERIALS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100275:** Consideration of a Certificate of Appropriateness (COA) for the Demolition of the existing contributing single-family structure, an Economic Hardship Request, and a Certificate of Appropriateness for the construction of a new ± 7,435 square foot single-family structure at **920 South Lakeside Drive**; PCN# 38-43-44-27-01-033-0040. The subject property is a contributing resource to the South Palm Park Local Historic District.

Section 23.5-4k(4). *Additional requirements for demolitions.*

A. *Decision-making criteria.* All requests for demolition shall require a certificate of appropriateness. No certificate of appropriateness for demolition of a landmark or contributing property shall be issued by the HRPB unless the applicant has demonstrated that no other feasible alternative to demolition can be found. In making its decision to issue or deny a certificate of appropriateness to demolish, in whole or in part, a landmark building or structure, the HRPB shall, at a minimum, consider the following additional decision-making criteria and guidelines:

(1) Is the structure of such interest or quality that it would reasonably fulfill criteria for designation as a landmark on the National Register of Historic Places?

Response: It is unlikely that the structure as it exists today would fulfill the criteria for designation as a National Register Landmark.

(2) Is the structure of such design, texture, craftsmanship, size, scale, detail, unique location or material that it could be reproduced only with great difficulty or economically unreasonable expense?

Response: It is the analysis of Staff that a historically accurate version of the building could be reconstructed using materials available today in an economically viable way.

(3) Is the structure one of the few remaining examples of its kind in the city?

Response: There are few examples of this style of structure designed by Edgar Wortman in the City. The structure was significant for its time, although alterations to the structure over the years have detracted from its original design and character.

(4) Would retaining the structure promote the general welfare of the city by providing an opportunity to study local history, architecture and design or by developing an understanding of the importance and value of a particular culture or heritage?

Response: Yes, the post-war development patterns of the City of Lake Worth Beach and the architectural design and construction techniques utilized from this period are both exemplified in this structure, although the Applicant's maintain that the structure is uninhabitable.

(5) Does the permit application propose simultaneous demolition and new construction? If new construction is proposed, will it be compatible with its surroundings (as defined above) and, if so, what effect will those plans have on the character of the surrounding sites or district?

Response: The permit application does propose simultaneous demolition and new construction. The Historic Resources Preservation Board will determine the compatibility of the new construction.

(6) Would granting the certificate of appropriateness for demolition result in an irreparable loss to the city of a significant historic resource?

Response: The loss of this structure will be a significant loss for the South Palm Park Local Historic District, as it is a prominent residence designed by one of the City's most prominent architects.

(7) Are there definite plans for the immediate reuse of the property if the proposed demolition is carried out, and what effect will those plans have on the architectural, historic, archeological or environmental character of the surrounding area or district?

Response: Yes. Should the demolition of the property be approved by the HRPB, it is the property owner's intention to reestablish a residential structure on the parcel. The HRPB will determine if the proposed new construction is visually compatible with the neighboring structures, and the South Palm Park Local Historic District as a whole.

(8) Is the building or structure capable of earning reasonable economic return on its value?

Response: Staff defers to the Applicant.

(9) Would denial of demolition result in an unreasonable economic hardship for the property owner?

Response: The Applicant has submitted a Request for Economic Hardship, per City of Lake Worth Beach Land Development Regulation Section 23.5-4(I)(1). Staff defers to the Applicant.

(10) Does the building or structure contribute significantly to the historic character of a designated historic district and to the overall ensemble of buildings within the designated historic district?

Response: The existing building contributes to the historic character of the neighborhood and the development patterns of the South Palm Park Local Historic District.

(11) Has demolition of the designated building or structure been ordered by an appropriate public agency because of unsafe conditions?

Response: No, the designated building has not been ordered to be demolished.

(12) Have reasonable measures been taken to save the building from further deterioration, collapse, arson, vandalism or neglect?

Response: The Applicant has submitted documentation illustrating the continuing issues at the property in the Economic Hardship Application. The building is currently vacant, but it is being property maintained.

B. Concurrent application for relocation required. The HRPB shall not deny a request for a certificate of appropriateness for demolition without also considering the request as a certificate of relocation. Absent compelling reasons otherwise, relocation shall be within the city.

Response: Cannot be determined. The Applicant is not requesting relocation, as relocation would not be a solution to the current state of the property.

C. Concurrent application for new construction required. Unless otherwise provided in this section, no designated landmark and no contributing structure within a historic district shall be demolished without the owner first applying for and receiving a certificate of appropriateness for new construction, unless the HRPB waives this requirement upon a good cause showing that such requirement would be unduly harsh or result in an unreasonable economic hardship to the owner. A showing of good cause may include, but is not limited to, substantial competent evidence that the owner cannot comply with the simultaneous permit requirement because of advanced age, infirmity, physical or other debilitating personal handicap or financial inability to comply. If the requirement is not waived, the owner shall submit such information and plans as required by subsection h.

Response: The Applicant has submitted a concurrent application for new construction.

D. Outside assistance. The HRPB may request assistance from interested individuals and organizations in seeking an alternative to demolition. The HRPB may require the applicant to submit additional information which is relevant to carrying out this responsibility.

Response: Staff defers to the Board as to whether they would like to request additional information of the Applicant.

E. Delayed effective date. The HRPB may grant a certificate for demolition which may provide for a delayed effective date. The effective date of the permit will be determined by the HRPB based on the relative significance of the structure and the probable time needed to arrange an alternative to demolition. The HRPB may delay the demolition of landmarks listed on the National Register for up to six (6) months, for designated city landmarks for up to three (3) months, and for contributing structures within historic districts, for up to forty-five (45) days. During the demolition delay period, the HRPB may take such steps as necessary to preserve the structure. These steps may include consultation with community groups, public agencies and interested citizens, recommending acquisition of the property using public or private funds, or salvaging significant features of the structure.

Response: Staff defers to the Board as to whether they would like to delay the effective date of the demolition request.

F. Issuance of certificate if site has lost historic character; redevelopment areas. The HRPB may grant a certificate of appropriateness for demolition even though the designated landmark, or property within the designated historic district has reasonable beneficial use, if the HRPB determines that the property no longer has significance as a historic, architectural or archaeological landmark or that the demolition of the designated property is required by a community redevelopment plan approved by the city commission and the community redevelopment agency.

Response: Staff maintains that the structure retains enough integrity to remain a contributing resource to the South Palm Park Local Historic District, and the proposed demolition is not resulting from a community redevelopment plan.

G. Demolition by public agencies. All public agencies having the authority to demolish or permit the demolition of unsafe structures shall receive notice of designation of landmarks and historic districts. The HRPB shall be deemed an affected party and shall be entitled to receive notice of any public hearings conducted by such agencies regarding demolition of any designated property. The HRPB may make recommendations and suggestions to the responsible agency and the owner regarding the feasibility of and the public interest in preserving the designated structure.

Response: Not applicable, the building has not been condemned or otherwise been declared unsafe by the Building Official or any other public official.

H. Other permits required. A permit for demolition shall not be issued until all other plans for the site have been approved by all appropriate city boards (including the HRPB), departments and agencies.

Response: A permit application for the demolition of the existing structure will not be released by the Department for Community Sustainability until a building permit for new construction on the site is reviewed and approved by the HRPB and all pertinent City departments and agencies.

I. Applicant shall be required to submit an updated site file form with the State of Florida Division of Historic Resources Florida Master Site File.

Response: Staff shall work with the Applicant to fulfill this requirement should the request be approved.

CITY OF LAKE WORTH BEACH

UNREASONABLE ECONOMIC HARDSHIP AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared, Brendan T. Lynch ("Affiant") this 27th day of January, 2020, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1. Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and stated the facts contained herein are true, correct, and complete.

2. Affiant is the owner of property and structures located at 904 and 920 South Lakeside Drive, Lake Worth Beach, Florida ("property").

3. Affiant has read section 23.5-4(l), of the City of Lake Worth Beach's code of ordinances, and submits the following information as evidence of economic hardship.

A. Whether the owner knew or should have known of the landmark or historic district designation at the time of acquisition and whether the structure or district was designated subsequent to acquisition.

   a. The owner knew that the property at 920 S. Lakeside Drive was within the South Palm Park local historic district and that it was a contributing resource. That property acquisition was in September 2009 per the Palm Beach County Property Appraiser records. This property is homesteaded. In 2015 the owner purchased the property immediately adjacent and to the north known as 904 S. Lakeside Drive. Since then it has been a separately described lot and has not been homesteaded. The two lots are in the process of being combined and will become one property upon which the new construction will take place.

   b. The property owner was not aware of the economic hardship provision in the code until September 2019. It was staff's recommendation that the affiant apply under the economic hardship provision.

B. The amount paid for the property, the date of purchase 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 seller and buyer.

   a. According to the records of the Palm Beach County Property Appraiser, Brendan T. and Lisa G. Lynch purchased the property at 920 S. Lakeside Drive from J.

Crocket Farnell in September 2009 for $1.1 million. There was no relationship other than consenting buyer and seller with the two parties. There was no financing arrangement between the seller and buyer.

The vacant property at 904 S. Lakeside Drive was purchased in 2015 for $221,238 and is a buildable lot meeting all minimum dimensional requirements for the construction of a single family structure. The selling party's name was Reece B. Deberry. There was no relationship other than consenting buyer and seller with the two parties.

The property owner intends to combine these two parcels into one parcel and construct a single family home that is the subject of this application. The property will be homesteaded.

C. The form of ownership of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture or other form, and whether or not it is a homestead property.

   a. The property is owned by Brendan T. and Lisa G Lynch, a married couple. The property owner will continue to use it as their primary residence. The entire property (the two merged lots) will receive the appropriate homestead designations and deductions that have applied to 920 S. Lakeside Drive up until this point in time.

D. An estimate of the cost of the proposed construction, alteration, demolition or removal.

   a. As indicated in items previously submitted to the City of Lake Worth Beach, the property owner undertook a series of mold remediation projects on the subject property beginning in 2015. All of the testing and remediation efforts were done with the expectation that the remediation would be successful. Based upon testing done in 2018 and 2019, the mold remediation efforts to date were unsuccessful. Results of those tests can be found in **Exhibits I through M** of the previously submitted material.

      Upon the recommendations contained in those reports, new remediation work began in 2018.

The major portion of which included a new, concrete tile roof. **Exhibit R** contains cancelled checks and proof of payment of this last attempt at remediation:

B&E Roofing	$51,284.52
Remodeling and Design Florida	$17,951.10
Air Quality Control Environmental	$ 6,710.85
Critter Control	$14,349.98
Robert R. McGill Air Conditioning	$ 5,389.00
Total of Third Remediation Costs	**$95,685.45**

Exhibit N includes an estimate for further mold remediation that remains. This proposal identifies a total of **$59,560.48** of additional future work needed based on the most recent tests. This work would only remove itemized items on the property. Replacement of material is not part of the estimate.

Exhibit S is a letter from ProTech Professional Services, Inc. It itemizes the additional prospective future costs of remediating the conditions in the structure that exists today. According to the proposal, it would be another **$475,000** to **$479,000** to replace the interior back to the existing footprint.

E. The assessed value of the property according to the two (2) most recent assessments.

Property/Year	2018	2019
904 S. Lakeside Dr.	$462,998	$500,000
920 S. Lakeside Dr.	$809,882	$825,270

F. The real estate taxes for the previous two (2) years.

Property/Year	2018	2019
904 S. Lakeside Dr.	$11,076	$12,198
920 S. Lakeside Dr.	$18,319	$19,096

G. Annual debt service or mortgage payments if any, for the previous two (2) years.

920 South Lakeside Drive – monthly mortgage $2,913

904 South Lakeside Drive – monthly mortgage (held by neighbor) $2,954.32

Total Annual Payment: $5,867.32

H. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property.

a. Property owner states that this is not applicable.

I. Any information that the property is not marketable or able to be sold, considered in relation to any listing of the property for sale or rent, price asked and offers received, if any within the previous two (2) years, including testimony and relevant documents regarding:

(a) Any real estate broker or firm engaged to sell or lease the property.

It is not the desire of the property owner to sell or lease the property. As outlined previously, the intent is to demolish the existing structure as the ultimate solution

to an intractable mold remediation issue. There is no real estate broker engaged to sell or lease the property.

(b) Reasonableness of the price or rent sought by the applicant.

Property owner states that this is not applicable.

(c) Any advertisements placed for the sale or rent of the property.

Property owner states that this is not applicable.

J. Any Phase I or any other environmental analysis prepared for the site.

a. See accompanying **Exhibits D through N** related to the existing environmental conditions present within the home that have the potential to affect human health.

K. Any information regarding the unfeasibility of adaptive or alternative uses for the property that can earn a reasonable economic return for the property as considered in relation to the following:

(a) A report from a professional engineer registered in the State of Florida or an architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

a. Given the existing future land use and zoning designation of SFR there are no other suitable uses for the property other than a single-family residence, along with permitted accessory structures.

(b) An estimate of the costs of construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the Historic Resource Preservation Board (HRPB) concerning the appropriateness of the proposed alterations.

a. Through the evidence provided, the current property owner attempted on numerous occasions to remediate microbial organisms within the structure that have an effect on human health. The requested unreasonable economic hardship request is to eliminate the prospect of future continued remediation expenditures so that the property can once again be used as intended.

(c) The estimated market value of the property in its current condition, after completion of the demolition, after completion of the proposed construction and after renovation of the existing property for continued use.

a. A letter is prepared by a licensed real estate professional **(Exhibit T)** and estimates the value of the property "as is", the impact of latent defects (mold), the value of the property as three buildable and vacant waterfront lots, the

value of the three lots as one parcel and then that value including the proposed new construction. The Lynch family is clearly not using this valuable property for speculation. They are discarding possible options that would generate more economic benefit for themselves. Other options aren't even being considered. This exercise is only done for this application.

(d) In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

a. The owner replaced the entire roof of the residence in 2019 with a flat, tile, white concrete roof for a total cost of approximately $52,000. An estimate from All American Restoration Corporation dated October 8, 2019 is included as Exhibit N. It identifies additional work totaling $59,560.48. In this case, the remediation contractor would go in and tear everything inside the house apart. Another demolition contractor estimated to be $25k–$28k to finish the demolition after the remediation. The real cost is in the rebuild and is on top of what is included in this estimate.

Additionally, if one reads the report "protocol", it includes a lot of exploratory removal of drywall and other building materials. Since the protocol requires tearing out two bathrooms and other significant areas that are costly to rebuild, the pricing indications were over $450,000, inclusive. Basically it would cost approximately $60,000 to tear apart the structure from the inside, $25k–$28k for additional demolition and then $450,000 to put it back together. The Lynch's already spent $53k on a roof and $9,375 in mold testing/inspection.

In addition to previous sums already paid, that means this project would have cost approximately $597,375 and neither the owner of the mold remediation company or the mold inspection company could guarantee this would resolve the situation. It is thought that the microbial issue may even exist in the porous, stucco or cement material and the roof truss system. The medical specialist treating the Lynch family further agrees that it is unlikely that the home can be made safe through remediation.

(e) Financial documentation of the ability to complete the replacement project, which may include, but is not limited to, a performance bond, a letter of credit or a letter of commitment from a financial institution.

a. Not Applicable.

L. Any state or federal income tax returns relating to the property or the owner for the past two (2) years. These forms may be redacted for confidentiality purposes.

a. Not Applicable.

M. Any other information considered necessary by the HRPB in making its determination.

a. It is the intent of the property owner to use this property for the future use and enjoyment of their family. **Exhibit U** is a letter from Al Rabin, President of Certified Mold Assessments, Inc. that concludes the following:

> "The situation with the Lynch residence is unusual in that there is not a single area or a few areas that tested for high levels of moisture and mold that can be addressed with remediation. The reports showed very high levels of mold throughout the home and specifically some of the worst molds known to cause severe health problems. These types of molds are also extremely difficult to remediate even when the area is located.
>
> Based on our experience working with people that have been very sick with mold toxicity it is very unlikely that the Lynch residence can be remediated to be safe for the Lynch family. We were also provided medical records and blood testing done for the Lynch family. The types of molds found present in the Lynch residence are consistent with the mycotoxins found in the blood testing for the family.
>
> It is clear to me that the issue in the residence is most likely also within the porous concrete foundation and load bearing walls, as well as the wood roof truss system. Given the extent of the problem it would be nearly impossible to remediate the issue."

4. Affiant states that the costs associated with demolition, should a certificate of appropriateness be granted, will be borne solely by Affiant and not by an insurance carrier/company.

a. Mr. Lynch is a Florida licensed insurance agent with 20+ years in property and casualty insurance. Homeowners insurance coverage for mold is very limited and specific. The coverage states that ensuing damage from mold due to a covered cause of loss is covered usually with a specific sublimit. This means that there has to be a covered cause of loss (e.g., broken pipe, drain back-up, roof damage from windstorm, etc.) that causes water damage and subsequent mold. Most homeowners policies in the State of Florida limit mold coverage to $10,000 in these situations.

Mold damage and air quality issues by itself is not covered at all under any homeowners or property insurance form. In fact, there is typically an absolute exclusion with the exception for ensuing damage due to a covered loss. Mr. Lynch has not received any insurance proceeds for any of the expenses outlined in this affidavit nor would any of the anticipated expenses be covered by an insurance claim.

5. Affiant states that the costs associated with constructing a new structure on the property, should a certificate of appropriateness be granted, will be borne solely by Affiant and not by an insurance carrier/company.

a. None of the cost associated with the demolition and construction of a new structure will be covered by an insurance claim. All expenses will be borne solely by Affiant.

FURTHER AFFIANT SAYETH NAUGHT.

Brendan Timothy Lynch

The foregoing instrument was acknowledged before me this 27th day of January, 2020, by Brendan Lynch who is personally known to me or who has produced — as identification.

Notary Public

Donna L Danzig

Notary Public Printed
My Commission Number:
My Commission Expires:

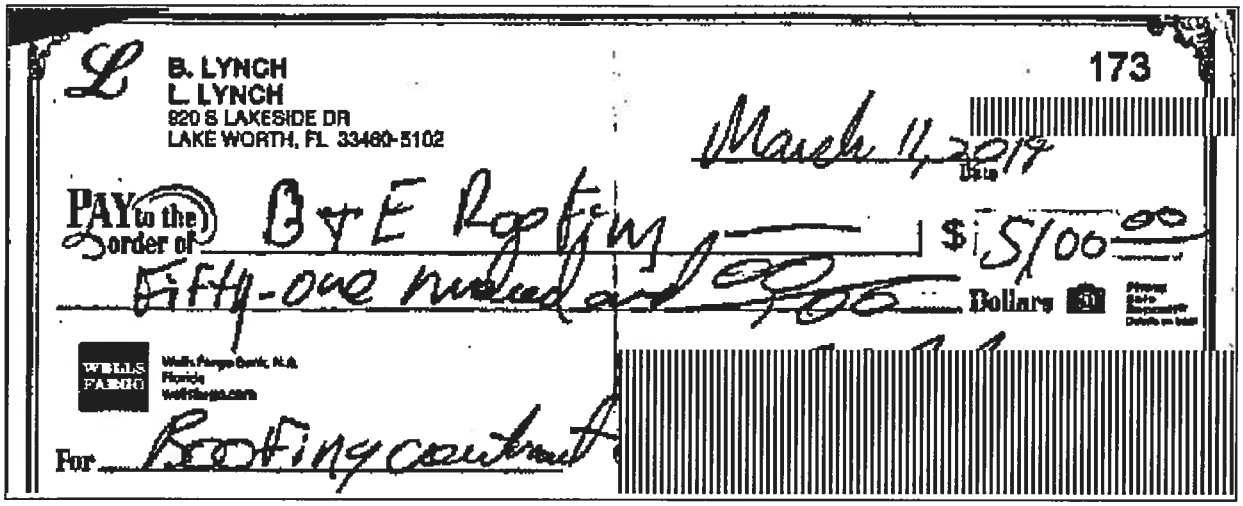
DONNA L. DANZIG
Commission # GG 343166
Expires June 29, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit R

WELLS FARGO

Check Details

Check Number	173
Date Posted	03/13/19
Check Amount	$5,100.00



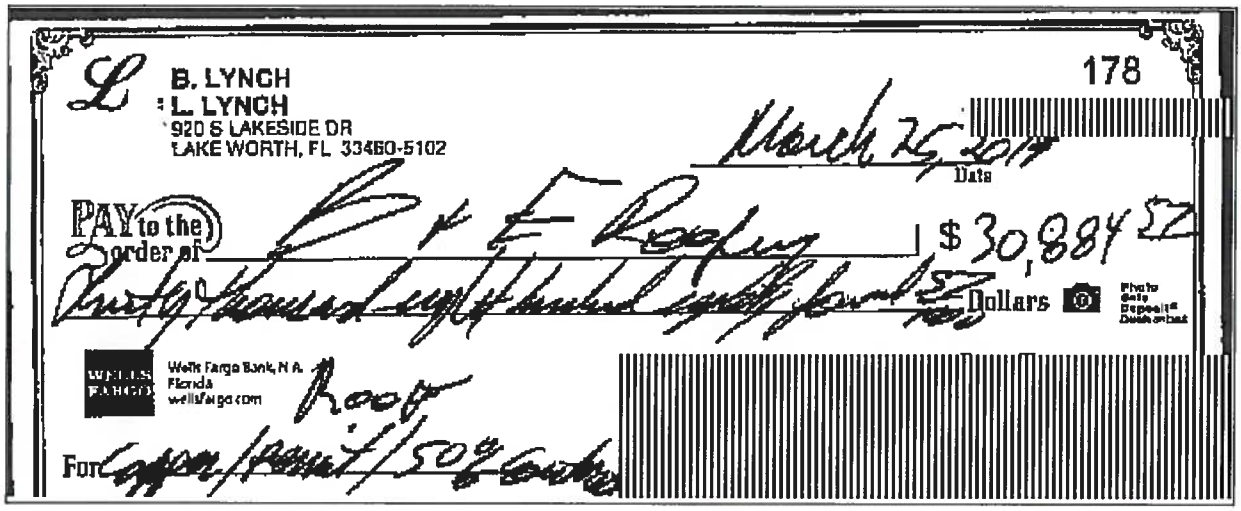
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

WELLS FARGO

Check Details

Check Number	178
Date Posted	03/26/19
Check Amount	$30,884.57



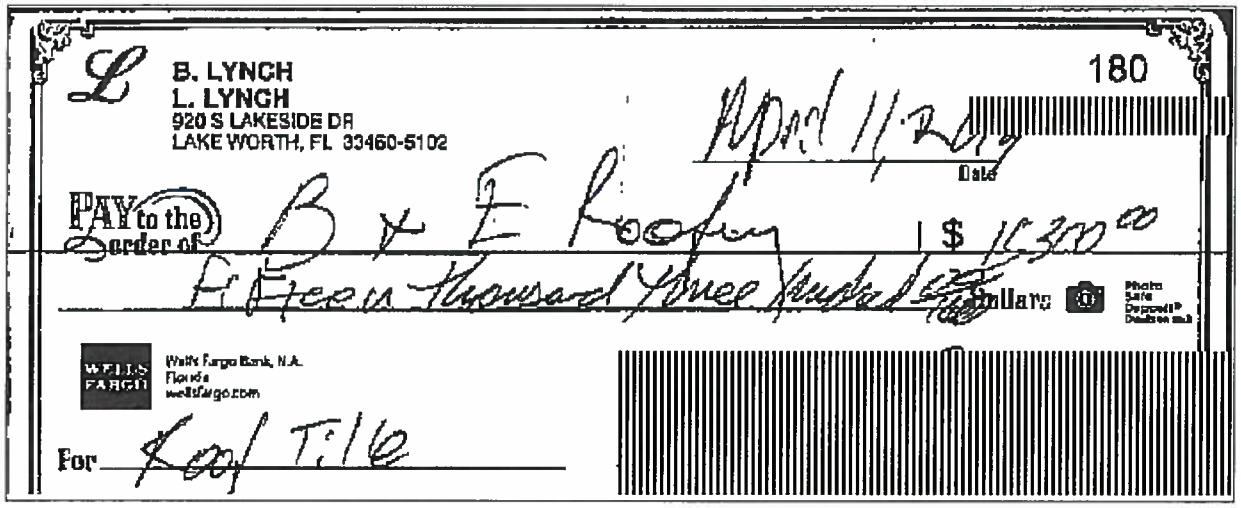
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

WELLS FARGO

Check Details

Check Number	180
Date Posted	04/11/19
Check Amount	$15,300.00



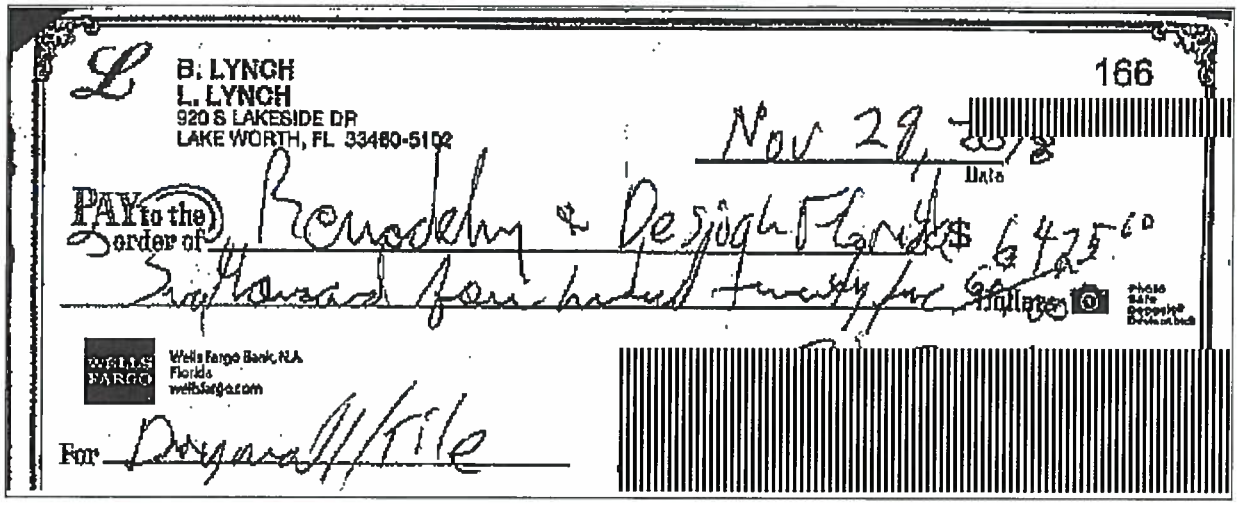
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

WELLS FARGO

Check Details

Check Number	166
Date Posted	12/05/18
Check Amount	$6,425.60



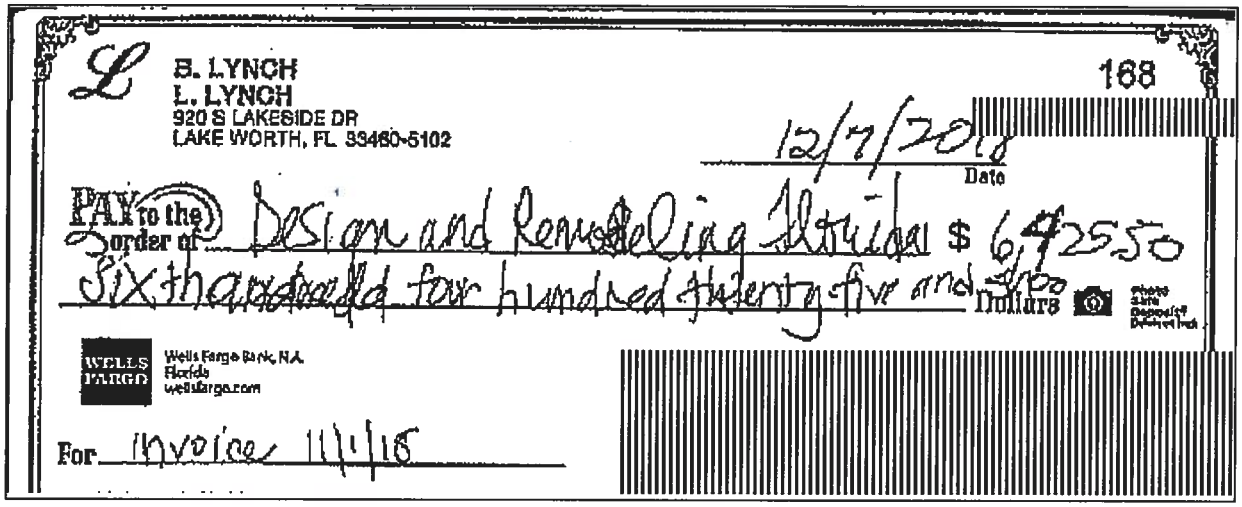
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

WELLS FARGO

Check Details

Check Number	168
Date Posted	12/07/18
Check Amount	$6,425.50



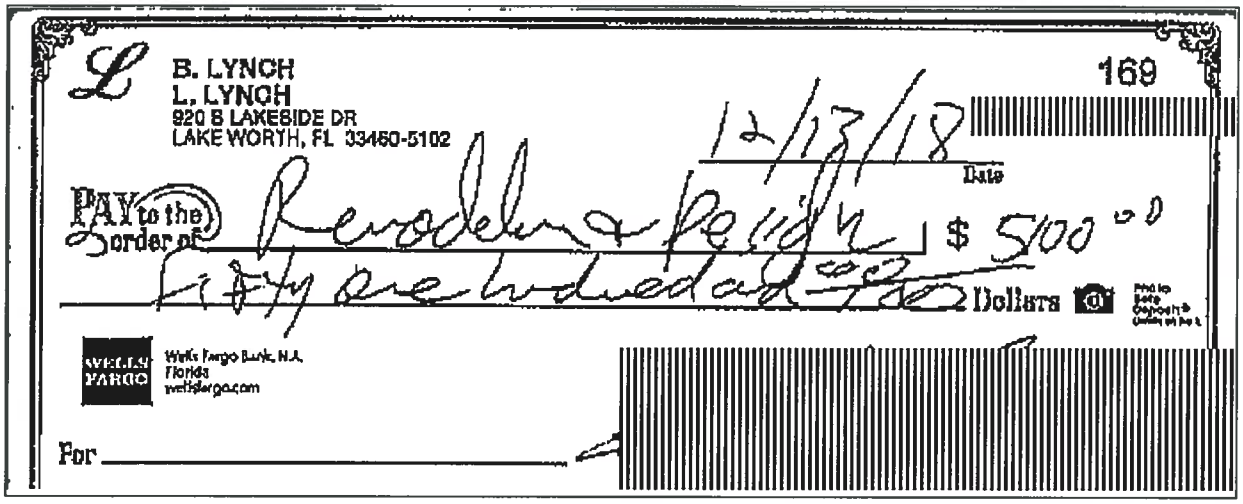
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

WELLS FARGO

Check Details

Check Number	169
Date Posted	12/14/18
Check Amount	$5,100.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.
You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Air Quality Control Environmental, Inc.

Dear Brenden Lynch,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!
Air Quality Control Environmental, Inc.

INVOICE 2024060 DETAILS

DUE 11/15/2018

$0.00

Print or save

Powered by QuickBooks

Bill to

Brenden Lynch
920 South Lakeside Drive
Lakeworth, FL 33460

Ship to

Air Quality Control Environmental, Inc.

Dear Brenden Lynch,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!
Air Quality Control Environmental, Inc.

INVOICE 2024029 DETAILS

DUE 11/13/2018

$6,710.85

Print or save

Powered by QuickBooks

Bill to

Brenden Lynch
920 South Lakeside Drive
Lakeworth, FL 33460

Ship to

Detail *Indicates posting date ♦ - denotes Pay Over Time activity

For more information, visit americanexpress.com/payovertimeinfo

BRENDAN T LYNCH
Card Ending 5-04005

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11/05/18				
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11/06/18				
11/07/18				
11/08/18				
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11/08/18	CRITTER CONTROL 084870052204061 9544676067	954-4676067	FL	$1,950.00 ♦
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Detail Continued *Indicates posting date ♦ - denotes Pay Over Time activity

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12/01/18				
12/01/18				
12/01/18				
12/02/18				

Continued on reverse

Exhibit S

PROTECH
Professional Services, Inc.
State Certified General Contractors
CGC049760

January 24, 2020

To Brandon Lynch

Proposal prepared after walk-through to renovate interior house

Demo down to slab block wall bearing wood walls and trusses Approximately $25,000-$29,000.00
*This price does not include dumpsters which cost $450 per dumpster

To replace interior back to existing footprint with equal quality product and finishes $450,000.00 including:
Plumbing
Air conditioning
Electrical
Framing and drywall
Insulation
Flooring
Cabinets, doors and millwork
Countertops
Plumbing fixtures
Painting
Tile work

*Appliances by others

*Mold remediation by others, Builder not really responsible for mold or cleaning.

Respectfully submitted by MFJN Building Corp.
561-251-2571

Exhibit T

ILLUSTRATED PROPERTIES

January 6, 2020

Re: Broker Analysis of Value / 920 South Lakeside Drive, Lake Worth Beach, Florida

As an introduction, I have been a licensed real estate associate for 28 years in Palm Beach County. I have lived in east Lake Worth Beach for 35 years. I sell 24-30 homes on average annually in east Lake Worth Beach, and a total of 60 homes annually in Palm Beach County. Because of my deep ties to the Lake Worth Beach market I feel exceptionally qualified to render an opinion about the market value for the property located at 920 South Lakeside Drive.

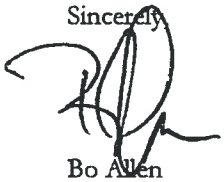
I have been asked to conduct an analysis of said property under three scenarios. 1) to establish the value of the property as it sits today in its current condition; 2) to establish the value of the property as subdivided lots; 3) to establish the value of the property with the present house demolished and a new home built.

Florida real estate law dictates that sellers of real property must disclose any latent defect at the property known to seller. The active mold spores and the fact that the seller has made three unsuccessful attempts to remediate the mold would be something that would fall under this obligation. This disclosure would reduce the value of the property to land value minus the cost of demolition, complete remediation of the site if feasible, and also the ability to work within the constraints of the City of Lake Worth Beach's Historic Resources Preservation Board (HRPB) and the Building Department. The field of potential buyers would shrink to only those who could pay cash for the property and had the finances to fund such a project and would in the end result in a lower sale price. My opinion is the property's market value as it sits would be $700,000.

The highest and best use, and the one that would net the largest profit, would be to demolish the current structure and divide the property into three 50-foot frontage lots with an estimated value of $600,000 for each lot. From these newly established lots a total of three homes with an estimated market value of $1.7 million to $1.9 million each could be realized depending on finishes. If maximizing profit was the sole objective this would be the preferred path. However, it is my understanding that the Lynch family is looking to build a family home in which to raise their children, enjoy extended family, and create memories in a lovely waterfront property.

If unity of title were granted and the Lynch family is allowed to demolish the existing structure and rebuild a single residence using the plans that I have been furnished, I would estimate the value of this new home on 150 feet of waterfront to have a market value of $1.9 million to $2.3 million depending on finishes. This includes the value of the entire land area as proposed.

Sincerely,



Bo Allen
Licensed Real Estate Associate

www.ipre.com
561.582.5338 Phone
561.582.9816 Fax

Manalapan Office
230 S. Ocean Boulevard
Manalapan, FL 33462

LEADING REAL ESTATE COMPANIES of THE WORLD

Exhibit U

January 24, 2020

City of Lake Worth Beach
Historic Preservation Board
1900 2nd Avenue North
Lake Worth Beach, FL 33460

To Whom It May Concern:

On June 28, 2019, my colleague and I performed an extensive inspection of the Lynch residence at 920 South Lakeside Drive Lake Worth Beach, FL 33460. We utilized the absolute best technology available in the industry and gathered samples that were subsequently provided to various labs specializing in testing for mold and mycotoxins. In all there were four types of samples collected with fifteen samples collected and sent to specialty labs in order to give us the full picture and scope of the problem.

The situation with the Lynch residence is unusual in that there is not a single area or a few areas that tested for high levels of moisture and mold that can be addressed with remediation. The reports showed very high levels of mold throughout the home and specifically some of the worst molds known to cause severe health problems. These types of molds are also extremely difficult to remediate even when the area is located.

Based on our experience working with people that have been very sick with mold toxicity it is very unlikely that the Lynch residence can be remediated to be safe for the Lynch family. We were also provided medical records and blood testing done for the Lynch family. The types of molds found present in the Lynch residence are consistent with the mycotoxins found in the blood testing for the family.

It is clear to me that the issue in the residence is most likely also within the porous concrete foundation and load bearing walls, as well as, the wood roof truss system. Given the extent of the problem it would be nearly impossible to remediate the issue.

Sincerely,

Al Rabin
President
Florida License #MRSA2040
Certified Mold Assessor
Certified Mold Inspector
Certified Moisture Management Inspector
Applied Microbial Remediation Technician

Al Rabin is the president of **Certified Mold Assessments, Inc. Certified Mold Assessments, Inc.** is a company dedicated to the detection and prevention of microbial contaminants in your indoor environment. For over a decade, **CMA** offers a variety of inspection and testing techniques to assist the building owner/manager or homeowner in assessing possible moisture or water intrusion that can result in microbial contamination.

In addition to Mr. Rabin's Mold Assessors License in Florida, he maintains the following qualifications:

Mr. Rabin's Qualifications and Certifications include:

- State-Certified Mold Assessor – Florida License: #MRSA2040
- Certified Mold Assessor (CMA) – Environmental Solutions (E.S.A)
- Certified Mold Inspector (CMI) – Environmental Solutions (E.S.A)
- Certified Moisture Management Inspector (CMMI) – National Association of Moisture Management
- Water Damage Restoration Technician– Institute of Inspection, Cleaning, and Restoration
- Applied microbial Remediation Technician– Institute of Inspection, Cleaning, and Restoration
- Odor Control Technician– Institute of Inspection, Cleaning, and Restoration

Mr. Rabin has completed courses:

- Mold, Moisture and Standards of Practice – National Organization of Remediators and Mold Inspectors
- Indoor Environmental Quality Advanced Training – IAQ Learning Institute
- How to Inspect for Moisture Intrusion – International Association of Certified Home Inspectors
- Thermal Imaging for Inspectors - International Association of Certified Home Inspectors
- Mold Inspection - International Association of Certified Home Inspectors
- Building Science Basics – International Institute for Bau-Biologie & Ecology
- Safe Practices for the Home Inspector - International Association of Certified Home Inspectors
- Mold Inspection - International Association of Certified Home Inspectors
- Advanced Mold Inspection Training - International Association of Certified Home Inspectors
- Inspecting the Attic, Insulation, Ventilation and Interior - International Association of Certified Home Inspectors

Mr. Rabin holds memberships with:

- International Association of Certified Home Inspectors – NACHI11022109
- Environmental Solutions Association – member #3280
- Indoor Environmental Air Quality Council
- International Society for Environmental Acquired Illnesses

Mr. Rabin has performed over 3500 mold specific investigations. Approximately 90% of the clients for **CMA** are individuals with sensitivities or health issues. Al attends several medical conferences and workshops each year for individuals with biotoxin illnesses including: the Indoor Air Quality Association Annual Meetings, Environmental Health Expo, Institute of Functional Medicine Conference, AHR Expo, International Lyme & Associated Disease Society Conference, and the North Texas Facilities Expo.

Detail Continued ♦ - denotes Pay Over Time and/or Cash Advance activity

				Amount
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06/23/19				
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07/02/19				
07/02/19				
07/02/19				

Continued on next page

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

RE: **403 South M Street**

FROM: Jordan Hodges, Senior Preservation Coordinator
Department for Community Sustainability

TITLE: **HRPB Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Single-Family Residential (SF-R) Zoning District and the Southeast Lucerne Local Historic District.

OWNERS: Daniel Walesky
Royal Building Group, LLC
9100 Belvedere Rd., Suite 105
Royal Palm Beach, FL 33411

PARCEL BACKGROUND:
The subject property is a vacant lot measuring 50' x 135' in the Southeast Lucerne Local Historic District. The property has public frontage on South M Street to the east.

PROJECT BACKGROUND:
In July of 2017, the current Applicant requested a Certificate of Appropriateness for the new construction of a single-family residence on the parcel located at 403 South M Street. The Historic Resources Preservation Board denied the request as it was found not to be in compliance with the City's LDR Sec. 23.5-4(k)3 "Additional guidelines for new construction; visible compatibility" and the City's Comprehensive Plan. A revised proposal for the single-family residence was brought before the HRPB at the December 12, 2017 meeting. The revised proposal was approved with conditions and the Department for Community Sustainability (DCS) issued a Development Order for the project. The Development Order and approved architectural plans have been included in this report as **Attachment B.**

On December 12, 2018, DCS received a request from the Applicant for a six (6) month time extension for the project to provide sufficient time for the Applicant to submit the necessary building permit applications. On June 13, 2019, a second request for a six (6) month extension was submitted by the Applicant and administratively approved by Staff. This approval has been included in this report as **Attachment C**.

On December 12, 2019, the Applicant requested an additional COA extension, which Staff was unable to grant due to the provisions of Sec. 23.5-4(j).

REQUEST:

The Applicant has resubmitted plans for the construction of a new one-story, single family, +/- 2,361 sq. ft. residential structure, included in this report as **Attachment D**. The building is generally the same as it was when presented to the HRPB in 2017. The building will have public frontage on South M Street to the east. The building is not designed in a distinguishable style of architecture, though it may be considered contemporary. The building is proposed to be constructed of concrete block walls with a stucco finish, and a Boston-hip style roof in the front and a broad gable roof in the rear. Other proposed features for the exterior of the building include an integral front facing garage, aluminum horizontal slider windows, a full light French door, and covered front and rear entry porches. The Applicant has chosen to alter the initial design by upgrading the roofing material from a dimensional asphalt shingle to a flat concrete tile.

The property is Zoned Single Family Residential (SF-R).

Dimension	Required by Code	Existing or Proposed
Lot size	5,000 sq. ft.	6,750 sq. ft.
Lot width	50'-0"	50'-0
Lot depth	n/a	135'-0"
Front setback	20'-0"	20'-0"
Side setback	10% of lot width = 5'-0" each side	North Property Line - 5'-0" South Property Line - 5'-0"
Rear setback	15'-0" or 10% of lot depth= 13'-5"	46'-4" from the rear covered patio
Height	30' for primary structure, 24' for accessory, 2 stories	12'-0"
F.A.R.[1]	0.50 (3,375 sq. ft.)	0.23 (1,580 sq. ft.)
Max. Building Coverage[2] for a Medium Lot	35% max. (2,362.5 sq. ft.)	34.98% (2,361 sq. ft.)
Impermeable surface	55% max. = 3,712.5 sq. ft.	45.57% = 3,076 sq. ft.
Front yard impermeable surface	25% max. = 250 sq. ft. within the 20' front setback	25% = 250 sq. ft.

[1] *Floor area ratio:* A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each land use category that determines the total gross square feet of all buildings as measured from each building's exterior walls based upon the actual land area of the parcel upon which the buildings are to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or the first three (3) levels of parking structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

[2] *Building lot coverage:* The area of a lot covered by the impervious surface associated with the footprint(s) of all buildings on a particular lot. Structured parking garages are exempt from building lot coverage.

ANALYSIS:

New Construction:
Zoning and Comprehensive Plan Consistency

The proposed new construction project is consistent with all site data requirements in the City's Land Development Regulations and Comprehensive Plan. The proposed building includes a front porch that allows the building to adhere to the customary 20' front setback in the historic district. The proposal also meets all off-street parking requirements.

The landscaping for the property will need to be evaluated to ensure it meets the minimum requirements of Section 23.6-1, Landscape Regulations. Final review and approval will take place during the building permit review process.

Historic Preservation

New construction within a local historic district is subject to specific criteria for visual compatibility as set forth in Section 23.5-4(k) of the City's Historic Preservation regulations. This criteria is provided in **Attachment E** and include Staff's response to each criterion. The criteria deal with massing, scale, materials, and design compatibility with the surrounding historic district.

It is the analysis of Staff that the proposed new construction project is minimally compatible with the regulations set forth in the historic preservation ordinance and the historic preservation design guidelines. The proposed design features minimal architectural detailing and does not utilize a distinguishable style architecture.

The proposed elevations depict long expanses of unbroken façades, particularly on the north and south facades, which have very few windows. Neighboring historic structures utilize many windows at regular intervals for light and ventilation into the structure. Staff has recommended that the Applicant add additional windows or details in order to avoid the long expanses of unbroken façades. The front porch on the drawings also has an atypical capital and base detail for the district. Staff recommends revised details for these decorative elements. The porch also could utilize railings or breezeblock accents for more detailing. The design does include a basic water table detail around the building; however, this detail is not a common façade feature in the districts.

The proposal includes an oversized forward facing 1.5 car garage door on the south end of the front elevation that takes up nearly half of the front façade and is atypical for this district. Integral car garages are typically found on Masonry Vernacular or Masonry Minimal Traditional residences in the districts, but they are generally only 9'-0" wide, and are accompanied by other features that delineate these home styles; such as low-sloped hipped roofs, recessed front porches, divided light windows, and balanced facades. The current driveway is also 12'-6" wide, which maxes out the impermeable surface provision for the front yard. Staff recommends that the driveway be reduced in size so that a walkway connecting the house to the street can be included.

The relationship of the building's width to its roof type is also somewhat atypical for the historic districts. The base of the structure is 40' wide and the predominate roofline is a Boston-hip design. Most single-

story, masonry residential buildings in the districts have a series of low hipped roofs over the different passing elements, or low side gable roofs.

The structure's concrete block construction and stucco application is vaguely reminiscent of the Masonry Vernacular or Masonry Minimal Traditional style, but the proposal is still lacking general features of any discernable architectural style.

Public Comment
At the time of publication of the agenda, Staff has not received any public comments regarding this project.

CONSEQUENT ACTION:
Approve the application; approve the application with conditions; continue the hearing to a date certain to request additional information; or deny the application.

RECOMMENDATION:
Based on the decision criteria for new construction, Staff's analysis is that the proposal is minimally compatible with the historic district. Staff recommends that the Board review the proposal and the decision making criteria for new construction. Should the Board approve the request, Staff has included conditions of approval to increase visual compatibility.

1) The porch columns shall be revised to utilize a design that does not interrupt the supporting beam, and the simplified column capital and base shall utilize historically compatible proportions and detailing, subject to staff review at permitting.
2) The garage door shall have a flush panel or recessed panel design, and shall not utilize raised panels.
3) The windows shall be recessed a minimum of 2" in the wall, and shall not be installed flush with the exterior face of the wall.
4) The windows, doors, and French doors shall be wood, wood-clad, fiberglass or aluminum, and the windows shall utilize the water table as a sill or a historically compatible sill detail, subject to Staff review at permitting.
5) All window glass shall be clear or have a clear Low-E coating. Tinted, grey, colored, or mirrored glass shall not be utilized.
6) The proposed flat concrete tile shall be finished in white or light grey.
7) Prior to permitting, the Applicant shall provide a Unity of Title document verifying the unification of the two lots.
8) Compatibly sized windows shall be added to the north and south facades to avoid the long expanses of blank façade.
9) The driveway shall be reduced in size so that a walkway connecting the front door with sidewalk can be added without going over the front yard impermeable surface provision.

POTENTIAL MOTION:

I MOVE TO **APPROVE** HRPB 20-00100006**:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. structure at **403 South M Street**, with the conditions as recommended by Staff, based upon the competent substantial evidence, and pursuant to the City of Lake Worth Beach Land Development Regulations Section 23.5-4 and the Lake Worth Beach Historic Preservation Design Guidelines.

I MOVE TO **DENY** HRPB 20-00100006**:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. structure at **403 South M Street**, because the Applicant has not established by competent substantial evidence that the application is in compliance with the City of Lake Worth Beach Land Development Regulations, the Lake Worth Beach Historic Preservation Design Guidelines, and the City's Comprehensive Plan.

ATTACHMENTS:

A. Project Location Map
B. HRPB Development Order – COA #17-00100298 and Approved Architectural Drawings
C. Project Time Extension Letter – COA #17-00100298
D. Proposed Architectural Drawings
E. Decision Making Criteria – New Construction
F. Current Photos

ATTACHMENT A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT B – HRPB DEVELOPMENT ORDER COA#17-00100298 AND ARCHITECTURAL PLANS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Southeast Lucerne Local Historic District.

Lake Worth, Florida. The Art of Florida Living.℠

Community Sustainability
Planning Zoning Historic Preservation
1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1687

December 15, 2017

Mr. Daniel Walesky
Royal Building Group, LLC
9100 Belvedere Rd. Suite 105
Royal Palm Beach, FL 33411

RE: HRPB 17-00100298 Consideration of a Certificate of Appropriateness (COA) for the construction of a new ± 2.361 square foot single-family structure located at 403 South M Street PCN# 38-43-44-21-15-157-0180.

Dear Mr. Walesky,

Enclosed is the City of Lake Worth Development Order for a Certificate of Appropriateness (COA), granted on Wednesday, December 13, 2017, by the Historic Resources Preservation Board. This approval is valid for one year from the date of final approval. In order to maintain vested status, a building permit must be secured or an extension granted within one year of final approval.

To continue this project through the development process, please revise relevant pages of your permit drawings to incorporate all applicable conditions of approval. The fully revised permit drawings should be submitted as part of your permit plan package to the Building Division. The person managing your permit applications should be made aware of any additional documents and third party letters listed in the conditions of approval that need to be submitted with your permit package.

The Building Division is committed to speedy and efficient completion of the building permit process for your project. However, please note that failure to meet all applicable development order conditions in the submitted rectified plan set may produce unnecessary delays in permit issuance.

Important: *If you plan to introduce any changes to your approval, over and above those required by the conditions of approval, please contact our staff before submitting a permit package to the Building Division. All modifications to the approval must be evaluated by our staff and processed accordingly. A copy of this approval letter and attached Conditions of Approval must be presented at time of permit application.*

If you have any questions, you may contact Aimee Sunny, Senior Preservation Coordinator at (561) 586-1690 or asunny@lakeworth.org.

Sincerely,

Mark E. Stivers, AICP
Assistant Director for Planning and Preservation

Enclosure

Community Sustainability
Planning Zoning Historic Preservation
1900 2nd Avenue North
Lake Worth, FL 33461
561.586.1687

ORDER OF THE HISTORIC RESOURCES PRESERVATION BOARD OF THE CITY OF LAKE WORTH FLORIDA

PROJECT NAME: 403 South M Street; HRPB 17-00100298

APPLICANT / AGENT: Daniel Walesky on behalf of Royal Building Group, LLC

APPLICANT'S ADDRESS: 9100 Belvedere Rd, Royal Palm Beach, Florida 33411

DATE OF HEARING: December 13, 2017

TYPE OF RELIEF SOUGHT: Consideration of a Certificate of Appropriateness (COA) for the construction of a new ± 2,361 sq. ft. single-family structure.

LOCATION OF PROPERTY: 403 South M Street, Lake Worth, FL 33460;

PCN # 38-43-44-21-15-157-018.

___X___ THIS MATTER came on to be heard before the Historic Resources Preservation Board of the City of Lake Worth, Florida on the date of hearing stated above. The Board having considered the relief sought by the applicant, the materials submitted by the applicant, the staff reports and having heard testimony from the applicant, members of city administrative staff and the public, finds as follows:

1. Application for the relief sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   _X_ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the relief requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth in the CONDITIONS OF APPROVAL.

4. The Applicant's application for relief is hereby
   _X_ GRANTED subject to the conditions referenced in paragraph 3 hereof.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the Board.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other ATTACHED CONDITIONS OF APPROVAL

CHAIRMAN ON BEHALF OF THE BOARD

BOARD SECRETARY Sherie C Coale

DATED: 12/14/17

CONDITIONS OF APPROVAL

1) The water table detail shown on the front elevation shall be utilized continuously on all sides of the structure.
2) The porch columns shall be revised to utilize a compatible detail that does not interrupt the supporting beam, and the simplified column capital and base shall utilize historically compatible proportions and detailing, subject to staff review at permitting.
3) The garage door shall be a recessed panel style door, and shall not utilize raised panels.
4) The windows shall be recessed a minimum of 3 ½" in the wall, and shall not be installed flush with the outer edge of the wall, subject to staff review at permitting.
5) The windows, doors, and French doors shall be wood, wood-clad, fiberglass or aluminum, and the windows shall utilize the water table as a sill or a historically compatible sill detail, subject to staff review at permitting.
6) The Applicant may utilize a dimensional asphalt shingle or a white concrete tile roof, subject to staff review at permitting.
7) The parking space in the garage shall maintain a minimum of 9'-6" x 19'-0" clear, subject to staff review at permitting.
8) Prior to permitting, the Applicant shall provide a Unity of Title document verifying the unification of the two lots.
9) The proposal shall comply with the Land Development Regulations and all other required Codes.

Proposed Single Family Home
403 S M St

REVISION
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REVISION

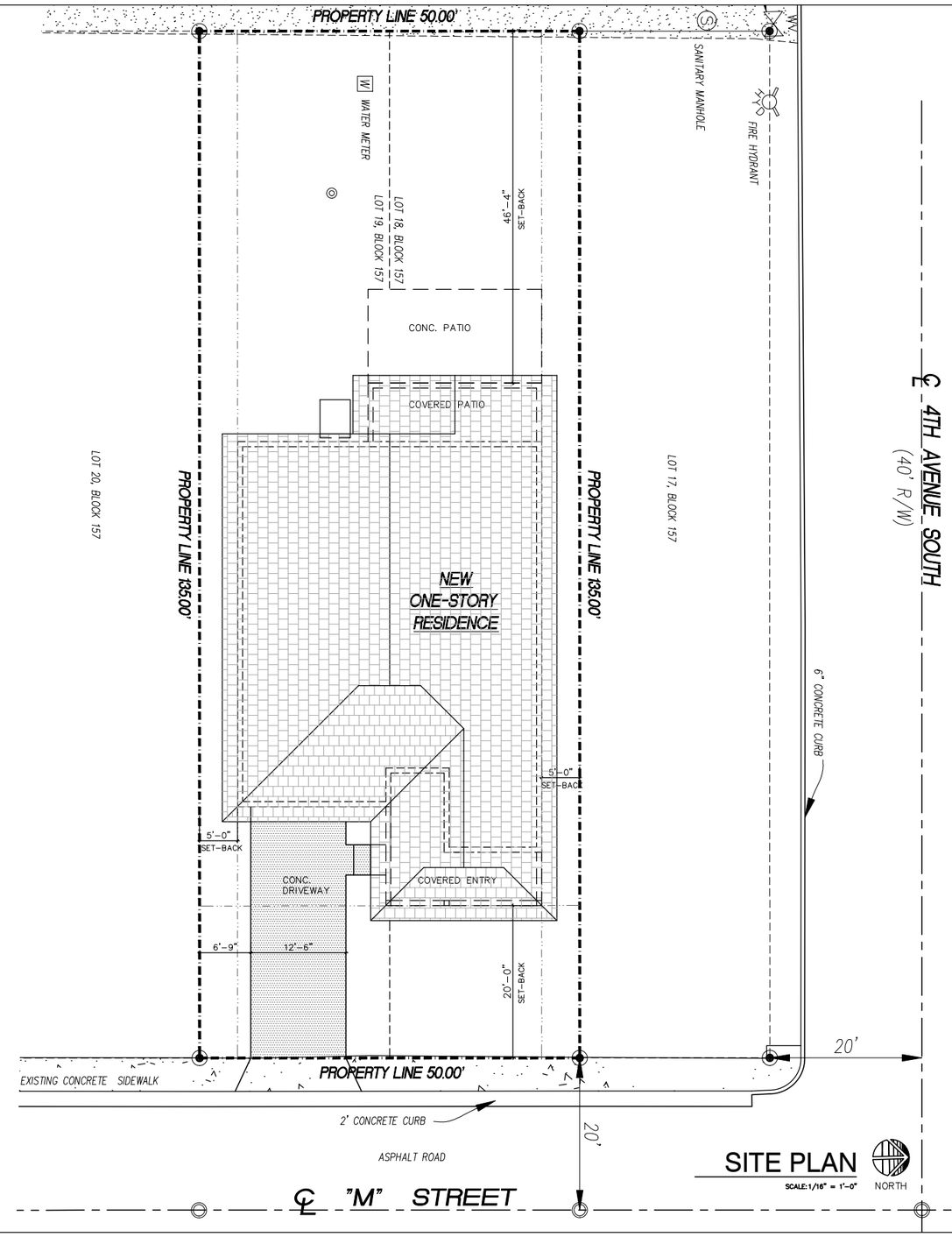
PROJECT NO. 17-13-2
CHECKED BY SJB

ALL IDEAS DESIGNS ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STEVEN SHAW ARCHITECT

NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

SP-1
SITE PLAN
OF SHEETS



SITE PLAN

SCALE: 1/16" = 1'-0"

NORTH

NEW RESIDENCE FOR:
ROYALL BUILDING GROUP LLC

403 SOUTH M ST.
LAKE WORTH, FLORIDA

VICINITY MAP

NORTH

PROPOSED FSH PROJECT DATA

Living Area (Conditioned)	1580 SF	800 SF Minimum	Requirement Satisfied
Garage	386 SF		
Covered Entry	220 SF		
Covered Patio	175 SF		
Driveway	413 SF		
Walkway	20 SF		
Uncovered Patio	282 SF		
Total Building (Under Roof)	2361 SF		
Total Impermeable	2774 SF		
Lot Area	6750 SF	6,225 SF per Unit	Requirement Satisfied
Mean Roof Height	12 ft	30 FT Max	Requirement Satisfied
Setbacks - Front	20 ft	20 ft Minimum	Requirement Satisfied
Setbacks - Side	5 ft	5 Ft Minimum	Requirement Satisfied
Setbacks - Rear	46.33 ft	15ft Minimum	Requirement Satisfied
Roof Overhang	2 ft	2ft Maximum	Requirement Satisfied
Lot Coverage (Building)	34.98%	35% Maximum	Requirement Satisfied
Lot Coverage (Impremeable)	45.57%	55% Maximum	Requirement Satisfied
FAR Sq/ft	23.41%	50% Maximum	Requirement Satisfied
Front Yard Area	1000 SF		
Front Yar d Impermeable	250 SF		
Permeable Front Yard	75%		
Permeable Front Yard	750 SF	70% or 900 SF Minimum	Requirement Satisfied

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NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR008678

STATE OF FLORIDA * STEVEN J. BRUH * AR 8678 * REGISTERED ARCHITECT

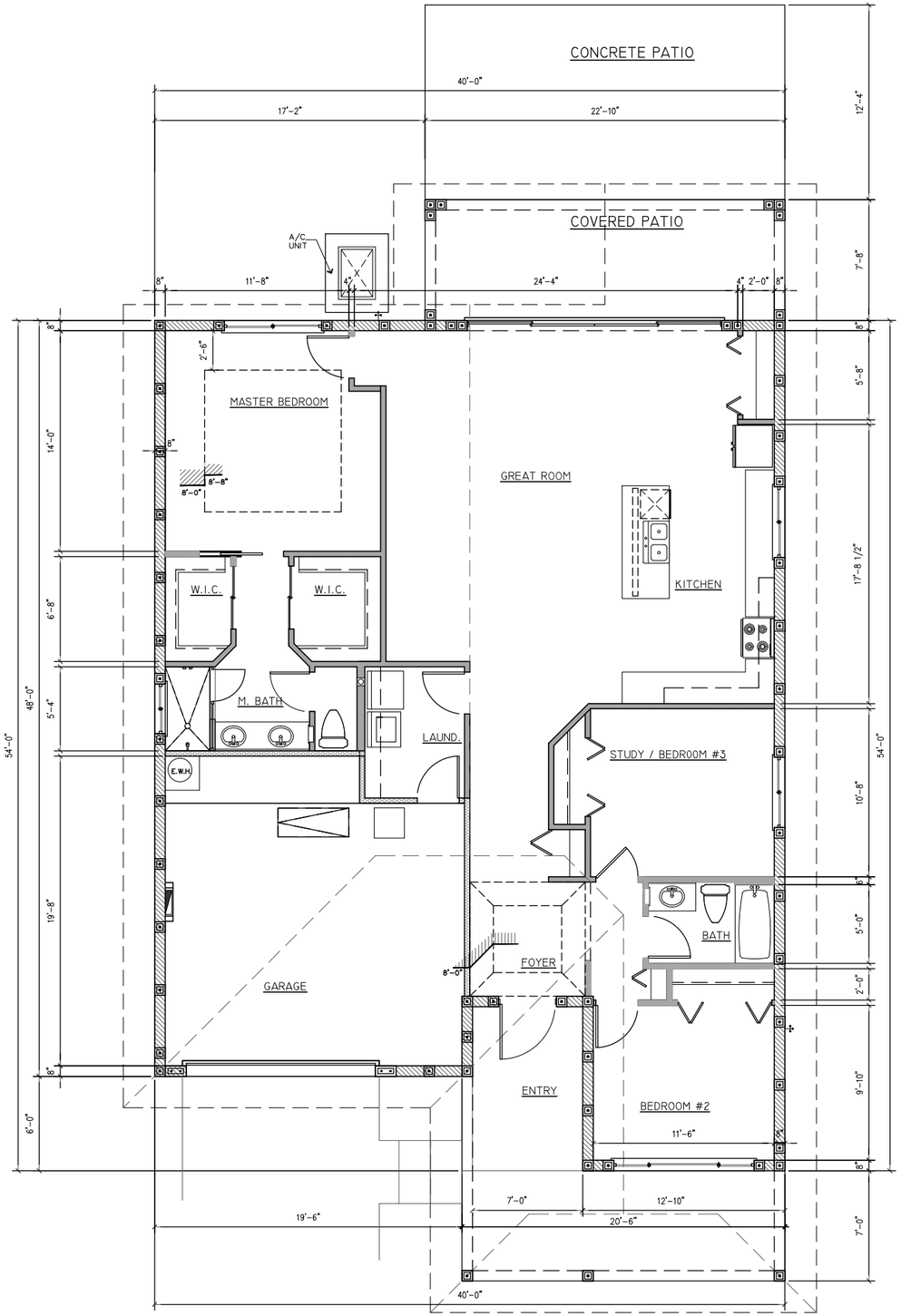
STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN

OFFICE @ 9100 BELVEDERE RD. STE. 105 RPB.
6169 EATON STREET W. P. B. FLORIDA 33411
steven bruh - 561-252-8797 email: sjbarch.design@gmail.com

SBA

DRAWN SJB, KC
DATE NOVEMBER 7, 2017
SCALE AS SHOWN
SHEET SP-1
SITE PLAN

OF SHEETS



AREA CALCULATIONS

A/C LIVING:	1,580 SF
GARAGE:	386 SF
COVERED ENTRY:	220 SF
COVERED PATIO:	175 SF
TOTAL:	2,361 SF

FLOOR PLAN

SCALE: 1/4"=1'-0"

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PROJECT NO. 17-13-2
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403 SOUTH M ST
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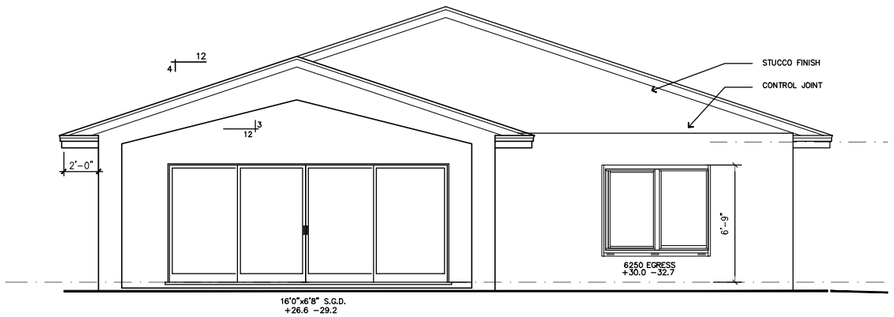
steven bruh - 561-252-8797 email: sjbarch.design@gmail.com

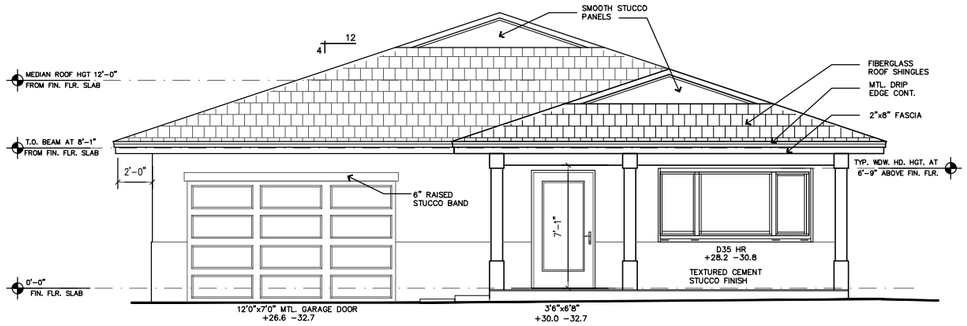
SBA

DRAWN SJB, KC
DATE NOVEMBER 7, 2017
SCALE AS SHOWN
SHEET A-1
FLOOR PLAN
OF SHEETS



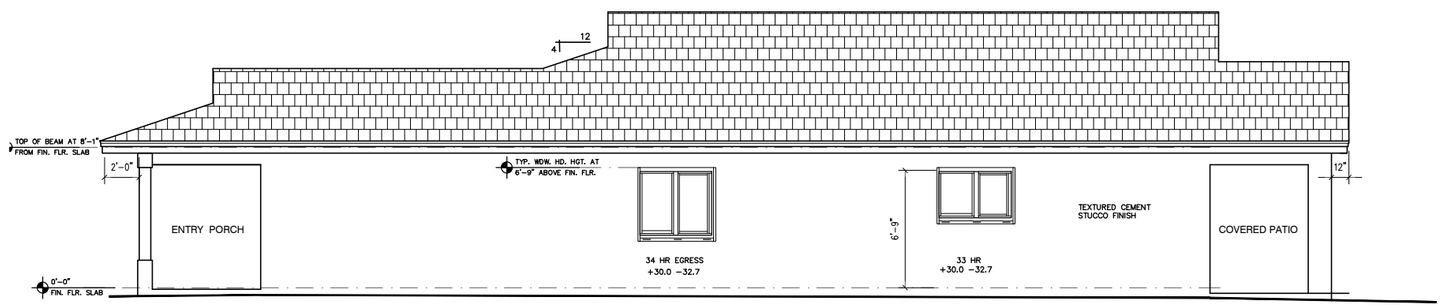
REAR ELEVATION

WEST SCALE: 1/4"=1'-0"



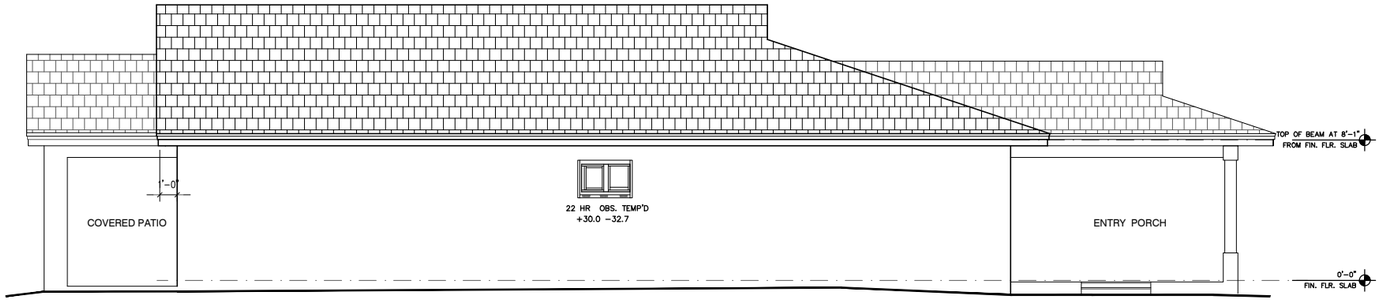
FRONT ELEVATION

EAST SCALE: 1/4"=1'-0"



RIGHT SIDE ELEVATION

NORTH SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION

SOUTH SCALE: 1/4"=1'-0"

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PROJECT NO. 17-13-2
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NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR008678

STATE OF FLORIDA * STEVEN J. BRUH * AR 8678 * REGISTERED ARCHITECT

STEVEN BRUH ARCHITECT
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ARCHITECTURE & DESIGN

OFFICE @ 9100 BELVEDERE RD. STE. 105 RPB.
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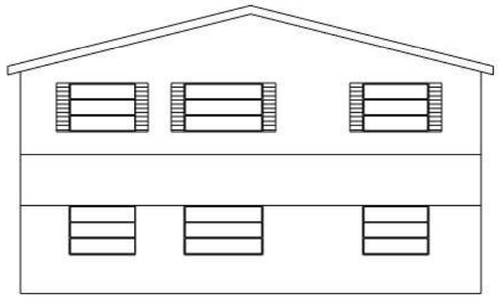
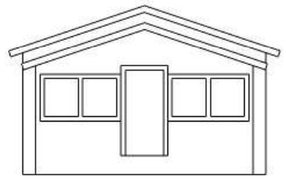
steven bruh - 561-252-9797 email- sjbarch.design@gmail.com

SBA

DRAWN SJB, KC
DATE NOVEMBER 7, 2017
SCALE AS SHOWN
SHEET A-2
ELEVATIONS
OF SHEETS



411 S M St
Existing Multi-Family



409 S M St
Existing Single Family

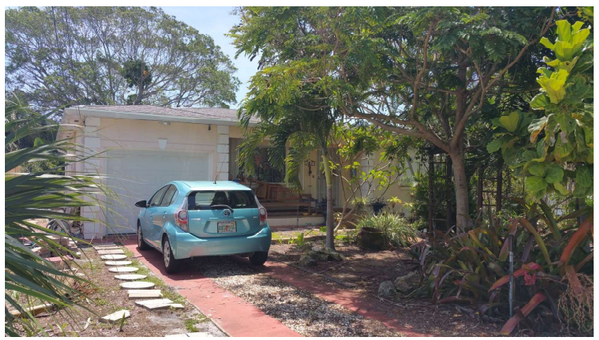
405 S M St
Approved for Construction

Proposed Residence

411 S M St
Existing Multi-Family

409 S M St
Existing Single Family

Subject Property – Property on Both Sides Currently Vacant



520 S M St
Existing Single Family – Compatible Historic Home

310 S M St
Existing Single Family – Compatible Historic Home

$03 S M St
Existing Single Family – Across Street From Proposed Home

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STEVEN SINAY ARCHITECT

NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

Historic
Compatibility

OF SHEETS

Entrance Door – 42"x80" Single Light Impact
Smooth Star by Therma-Tru

Windows – HR710 Aluminum Impact
Winguard by PGT

12' x 7' Garage Door – 24 Gauge Steel
Clopay Traditional Long Panel

Asphalt Shingle Roofing – GAF Timberline
Dimensional Shingle - Birchwood

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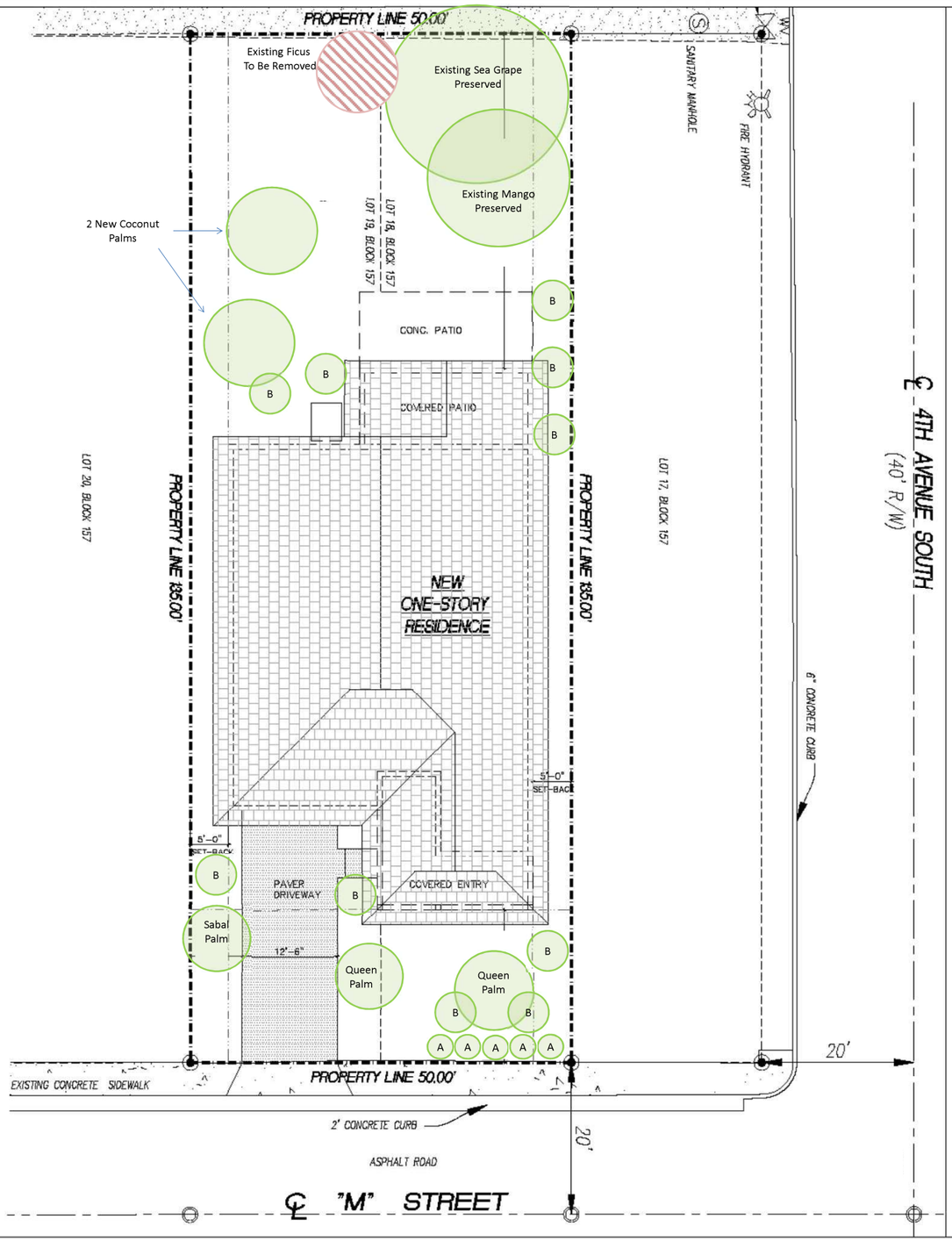
NEW RESIDENCE FOR :
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

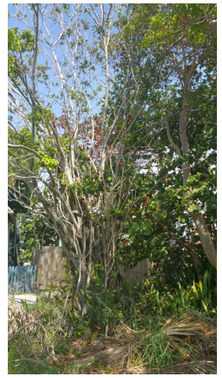
Historic
Compatibility

OF SHEETS



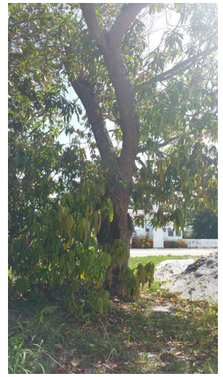
NEW RESIDENCE FOR:
ROYALL BUILDING GROUP LLC

403 SOUTH M ST.
LAKE WORTH, FLORIDA



Existing Ficus to be removed

Existing Sea Grape – Preserved



Existing Mango – Preserved

403 S M St - Landscaping Data

	Quantity		Points
Existing Sea Grape Tree	1	Large Shade Tree	10
Existing Mango Tree	1	Large Shade Tree	10
Coconut Palm	2	12' Minimum	20
B - Allamonda Bush	5	Shrub	20
Points in Back Yard			50
Queen Palm	2	12' Minimum	10
Sabal Palm	1	12' Minimum	10
A - Dwarf Allamonda	5	Shrub	10
B - Allamonda Bush	5	Shrub	10
Points in Front Yard			50
Total Points			100
Points Required			100
Shade Trees Required	3		
Shade Trees Provided	5		

Base of trees and shrubs to be covered with appropriate landscape mulch. All other areas not otherwise landscaped to receive Bermuda Grass. Irrigation to be provided by rain water capture cistern to be provided with building plans.

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PROJECT NO.
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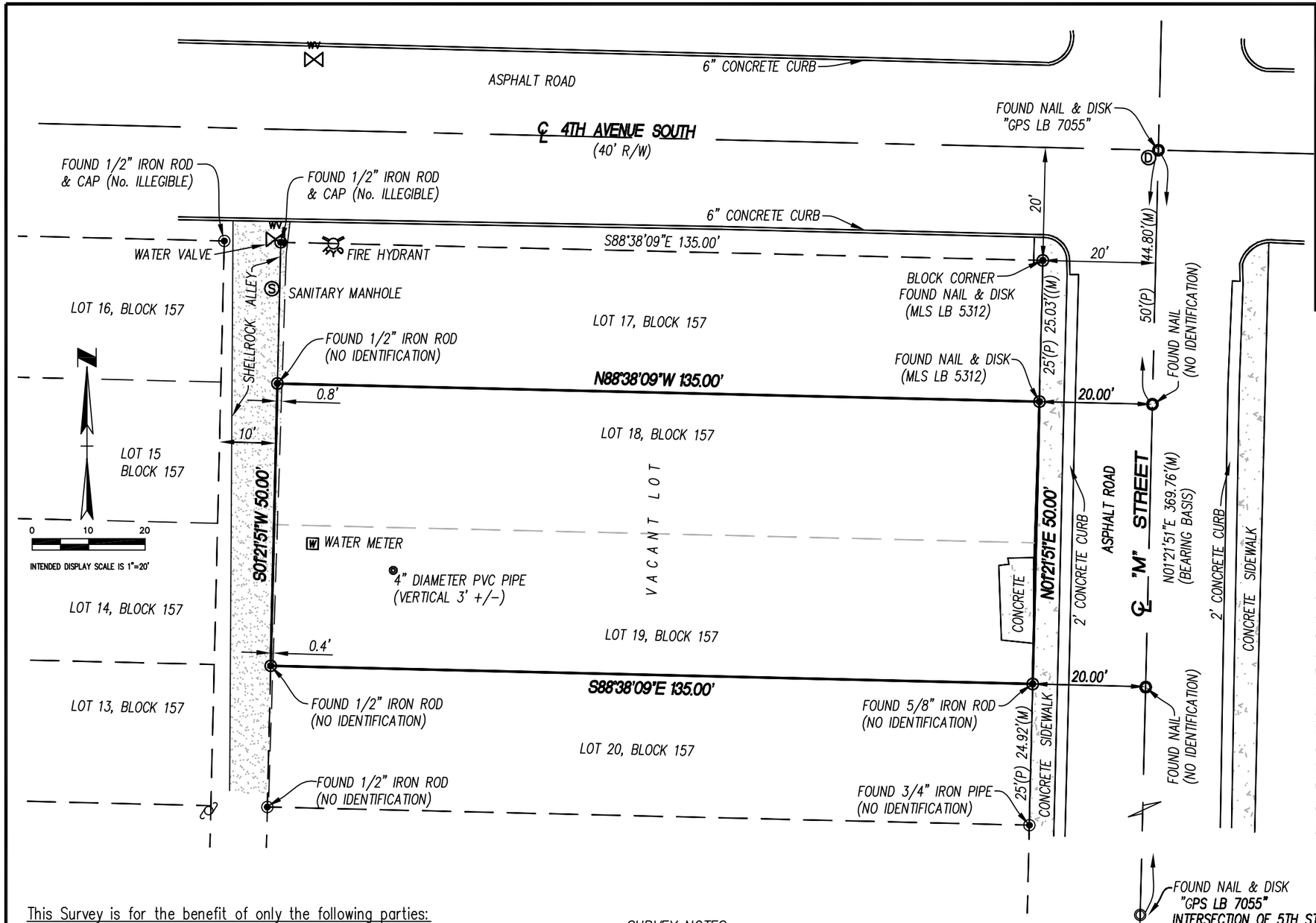
ALL SEAL DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH SEAL DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STEVEN SHAW ARCHITECT

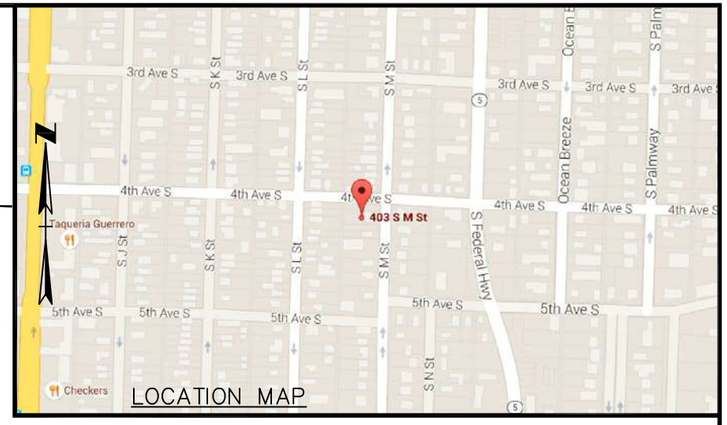
NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royall Building Group, LLC

LP – 1
Landscape Plan

OF SHEETS





DESCRIPTION

LOTS 18 AND 19, BLOCK 157, IN THE TOWNSITE OF LUCERNE, ACCORDING TO THE PALM BEACH FARMS COMPANY PLAT No. 2, RECORDED IN PLAT BOOK 2, PAGES 29 TO 40 INCLUSIVE, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA. (THE TOWNSITE OF LUCERNE IS NOW KNOWN AS LAKE WORTH.)

SURVEYOR'S CERTIFICATION

This drawing and the prerequisite field survey have been prepared to conform with the applicable Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes and is based on documentary evidence as provided to the undersigned surveyor and existing field evidence. This certification is a statement of professional opinion and is not an expressed or implied warranty or guarantee. This survey is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this survey or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised embossed seal of the undersigned surveyor and reproduction of this drawing without the written permission of the undersigned surveyor is hereby forbidden.

This Survey is for the benefit of only the following parties:

1) ROYAL BUILDING GROUP LLC, a Florida limited liability company
2) CHICAGO TITLE INSURANCE COMPANY
3) HM NATIONAL TITLE SERVICES, INC.
4) HUDSON & MERINO, LLC

Date of Survey: JULY 11, 2015

Property Address:
403 SOUTH M STREET
LAKE WORTH, FL. 33460

LEGEND

	=	WOOD POWER POLE
CATV	=	CABLE TELEVISION BOX
A/C	=	AIR CONDITIONER
R/W	=	RIGHT OF WAY
℄	=	CENTERLINE
(P)	=	PLAT DIMENSION
(M)	=	FIELD MEASUREMENT

SURVEY NOTES

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS BASE: N01°21'51"E RELATIVE TO THE CENTERLINE OF SOUTH "M" STREET.
3. SUBJECT PARCEL IS LOCATED IN FLOOD ZONE C, PANEL No. 120213 0002 C, DATED 9/30/1982.
4. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
5. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS SURVEY IS NOT VALID.
6. UNDERGROUND IMPROVEMENTS, UTILITIES AND FOUNDATIONS ARE NOT LOCATED UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
9. SURVEY BASED ON LEGAL DESCRIPTION PROVIDED BY CLIENT.

Thomas E. Whidden
Professional Surveyor and Mapper
Florida License Number LS6225

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT C –PROJECT EXTENSION LETTER COA#17-00100298

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Southeast Lucerne Local Historic District.

City of Lake Worth Beach FLORIDA

Community Sustainability
Planning Zoning Historic Preservation
1900 2nd Avenue North
Lake Worth Beach, FL 33461
561.586.1687

June 25, 2019

Dan Walesky
Royal Building Group, LLC
9100 Belvedere Road, Suite 105
Royal Palm Beach, FL 33411

RE: Certificate of Appropriateness (COA) Approval Status, HRPB 17-00100298

Dear Mr. Walesky:

Our records indicate that the project located at **403 South M Street** received approval on December 13, 2017. On December 12, 2018, the Community Sustainability Department received your request for a six (6) month time extension on behalf of the applicant to provide sufficient time for submitting necessary building permits. The COA extension approval period was granted through June 13, 2019.

On June 13, 2019, the Community Sustainability Department received a second request for a time extension on behalf of the applicant. The request for an extension has been received and processed. Pursuant to the Land Development Regulations, Section 23.5-4 (j), Issuance of certificate of appropriateness; commencement of permitted improvements, the development order approval is extended for an additional period of six (6) months. This COA extension approval period is through **December 13, 2019**, and is subject to the provision that the property owner shall "maintain and secure the property in a safe and sanitary condition in compliance with applicable laws and ordinances". Any additional time extension is subject to review and approval by the Historic Preservation Resources Board (HRPB).

Future approvals will be subject to the codes in place at the time of the new application.

Respectfully,

Jordan Hodges
Senior Preservation Coordinator
Department for Community Sustainability

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT D – PROPOSED ARCHITECTURAL PLANS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Southeast Lucerne Local Historic District.

Proposed Single Family Home
403 S M St

REVISION
REVISION
REVISION

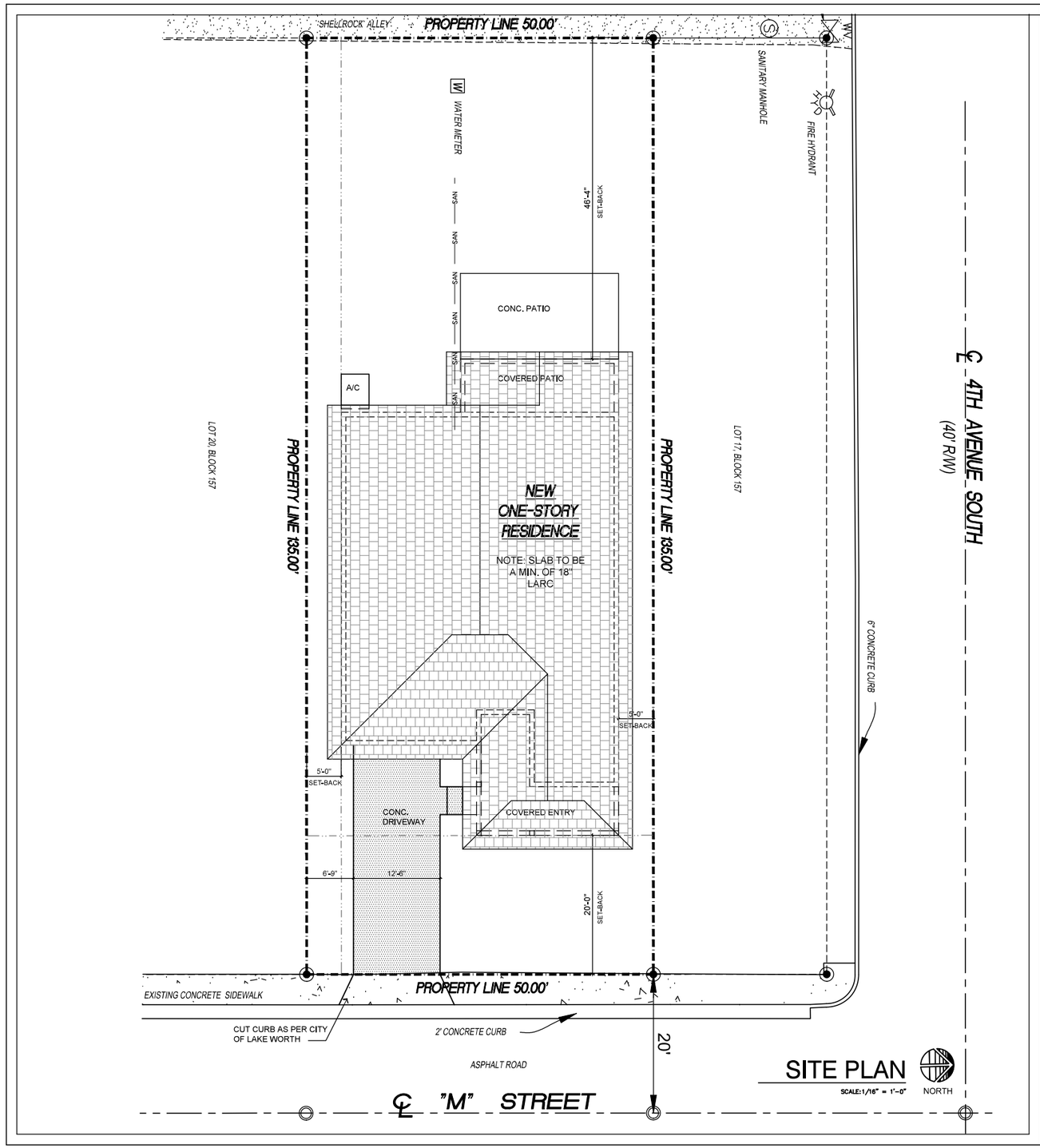
PROJECT NO. 17-13-2
CHECKED BY SJB

ALL IDEAS DESIGNS ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF STEVEN BAUM ARCHITECT AND WERE CREATED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STEVEN BAUM ARCHITECT

NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

SP-1
SITE PLAN
OF SHEETS



NEW RESIDENCE FOR:
ROYAL BUILDING GROUP LLC

403 SOUTH M ST.
LAKE WORTH, FLORIDA

DESIGN CRITERIA

CODES AND EDITIONS USED:
FLORIDA BUILDING CODE RESIDENTIAL 2017 6thed.
NATIONAL ELECTRICAL CODE 2014

OCCUPANCY CLASSIFICATION:
GROUP R-3 - RESIDENTIAL (310,5 FBC);

CONSTRUCTION TYPE:
TYPE VB, UNSPRINKLED UNPROTECTED

CERTIFICATION

ALL WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 2017 6th EDITION, MEETING THE REQUIREMENTS OF THE HVHZ SECTIONS, LOCAL AMENDMENTS, AND NFPA 101. NOTHING CONTAINED IN THIS SPECIFICATION OR SHOWN ON PLANS SHALL BE CONSTRUCTED AS TO CONFLICT WITH ANY LOCAL MUNICIPAL OR STATE LAW OR REGULATION. ALL SUCH LAWS OR REGULATIONS ARE HEREBY MADE PART OF THIS SPECIFICATION AND THE PLANS ARE THE MINIMUM THAT WILL BE ACCEPTED. CONTRACTOR BEING REQUIRED TO MEET BUILDING AND FIRE DEPARTMENT REQUIREMENTS AS APPROVED BY THE OWNER.

AREA CALCULATIONS

A/C LIVING:	1,580 SF
GARAGE:	386 SF
COVERED ENTRY:	72 SF
COVERED PATIO:	229 SF
TOTAL:	2,267 SF

GENERAL SITE NOTES

1. SITE PLAN IS FOR ARCHITECTURAL LAYOUT PURPOSES ONLY, REFER TO DRAWINGS BY "WHIDDEN SURVEYING & MAPPING INC." DATED 7-11-2015 FOR PLACEMENT, SIZE OF EASEMENTS AND SITE LAYOUT.

2. LAYOUTS SHALL BE VERIFIED BY HORIZONTAL CONTROL DRAWINGS PRIOR TO CONSTRUCTION.

3. ALL SITE IMPROVEMENTS INCLUDING LANDSCAPING, SIDEWALKS AND DRIVEWAYS SHALL BE AS APPROVED THE CITY OF LAKE WORTH, FLORIDA

4. REFER TO DRAWINGS BY "WHIDDEN SURVEYING & MAPPING INC." DATED 7-11-2015 FOR PAVING AND DRAINAGE PLANS.

FLOOD ZONE C

SHEET INDEX

SP-1	SITE PLAN
A-1	FLOOR PLAN
A-2	ELEVATIONS
A-3	BUILDING SECTIONS
S-1	FOUNDATION / PLUMBING PLAN
S-2	ROOF FRAMING PLAN
E-1	ELECTRICAL PLAN

PROPOSED FSH PROJECT DATA

Living Area (Conditioned)	1580 SF	800 SF Minimum	Requirement Satisfied
Garage	386 SF		
Covered Entry	220 SF		
Covered Patio	175 SF		
Driveway	413 SF		
Walkway	20 SF		
Uncovered Patio	282 SF		
Total Building (Under Roof)	2361 SF		
Total Impermeable	2774 SF		
Lot Area	6750 SF	6,225 SF per Unit	Requirement Satisfied
Mean Roof Height	12 ft	30 FT Max	Requirement Satisfied
Setbacks - Front	20 ft	20 ft Minimum	Requirement Satisfied
Setbacks - Side	5 ft	5 Ft Minimum	Requirement Satisfied
Setbacks - Rear	46.33 ft	15ft Minimum	Requirement Satisfied
Roof Overhang	2 ft	2ft Maximum	Requirement Satisfied
Lot Coverage (Building)	34.98%	35% Maximum	Requirement Satisfied
Lot Coverage (Impremeable)	45.57%	55% Maximum	Requirement Satisfied
FAR Sq/ft	23.41%	50% Maximum	Requirement Satisfied
Front Yard Area	1000 SF		
Front Yard Impermeable	250 SF		
Permeable Front Yard	75%		
Permeable Front Yard	750 SF	70% or 900 SF Minimum	Requirement Satisfied

VICINITY MAP

REVISION
REVISION
REVISION

PROJECT NO. 17-13-2
CHECKED BY SJB

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STEVEN BRUH ARCHITECT

NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR0008678

STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN

OFFICE @ 9100 BELVEDERE RD, STE. 105 RPB.
6169 EATON STREET W. P. B. FLORIDA 33411
steven bruh - 561-252-8797 email- sjbarchdesign@gmail.com

SBA

DRAWN SJB, KC
DATE NOVEMBER 15, 2018
SCALE AS SHOWN
SHEET SP-1
SITE PLAN
OF 7 SHEETS

GENERAL NOTES

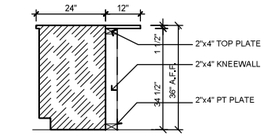
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 6th ed, 2017 FBC RESIDENTIAL CODE AND LOCAL AMENDMENTS, NFPA 101. NOTHING CONTAINED IN THIS SPECIFICATION OR SHOWN ON PLANS SHALL BE CONSTRUCTED AS TO CONFLICT WITH ANY LOCAL MUNICIPAL OR STATE LAW OR REGULATION. ALL SUCH LAWS OR REGULATIONS ARE HEREBY MADE PART OF THIS SPECIFICATION AND THE PLANS ARE THE MINIMUM THAT WILL BE ACCEPTED. CONTRACTOR BEING REQUIRED TO MEET BUILDING AND FIRE DEPARTMENT REQUIREMENTS AS APPROVED BY THE OWNER.
2. ALL WORK SHALL BE ALIGNED AND POSITIONED IN ACCORDANCE WITH PLAN DIMENSIONS WITH ALL SCALE DIMENSIONS BEING VERIFIED PRIOR TO USE.
3. ALL WOOD IN CONTACT WITH MASONRY, CONCRETE OR STEEL SHALL BE PRESSURE TREATED.
4. GENERAL CONTRACTOR SHALL REPORT ALL IRREGULARITIES AND DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH WORK.
5. CONTRACTOR SHALL GUARANTEE ALL WORK FOR ONE (1) YEAR AFTER DATE OF ACCEPTANCE BY OWNER.
6. ALL WINDOW AND DOOR OPENING DIMENSIONS SHALL BE VERIFIED WITH WINDOWS AND DOORS SUPPLIES.
7. ANY BLOCKING, NAILERS, FLASHING OR OTHER REQUIRED FRAMING MATERIAL SHALL BE INSTALLED AS REQUIRED AS IF THEY WERE ORIGINALLY DETAILED.
8. THE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION. THE ARCHITECT'S PERIODIC VISITS TO THE SITE SHALL NOT RELIEVE THE CONTRACTOR OF TOTAL RESPONSIBILITY AND HE SHALL IN ANY EVENT HOLD THE ARCHITECT HARMLESS FOR ALL LITIGATION ARISING FROM INJURY.
9. ALL STUCCO, METAL LATH, AND DRYWALL WORK SHALL MAINTAIN THE STANDARDS AS OUTLINED IN THE U.S. GYPSUM CONSTRUCTION HANDBOOK; ESPECIALLY IN REGARDS TO ACCESSORY PRODUCTS, SUCH AS, CONTROL AND EXPANSION JOINTS. CONSULT WITH THE ARCHITECT PRIOR TO INSTALLATION.
10. WOOD SPECIFICS: # 2 HEM-FIR SOUTHERN PINE OR SPRUCE PINE-FIR W/19 % OR LESS MOISTURE CONTENT.
11. ALL WOOD FRAMING/SHEATHING SHALL MEET PROVISIONS ON CHAPTER 23, FBC 2017.
12. ALL PRODUCT ENCLOSING THE BUILDING ENVELOPE TO MEET FLORIDA PRODUCT APPROVAL

EGRESS WINDOWS NOTE

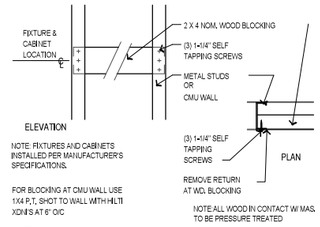
ALL EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS MUST HAVE A MINIMUM TOTAL GLASS AREA OF 5,0 sq. ft. GROUND FLOOR WINDOW AND 5,7 sq. ft. SECOND STORY WINDOW THE MINIMUM NET CLEAR OPENING HEIGHT DIMENSION SHALL BE TWENTY-FOUR (24) INCHES, AND WIDTH TO BE TWENTY (20) INCHES. SILL TO BE 44" MAXIMUM ABV. FIN FLOOR

BUILT-INS & FINISH

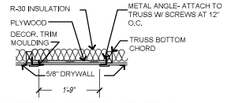
1. SEE SHOP DRAWINGS FOR ACTUAL KITCHEN LAY-OUT. SUBMIT ALL SHOP DRAWINGS FOR REVIEW.
2. ALL PANTRY AND LINEN CLOSETS TO HAVE (4) WIRE SHELVES UNLESS OTHERWISE NOTED.
3. OWNER TO SELECT ALL COLORS AND FINISHES UNLESS OTHERWISE NOTED ON THESE DRAWINGS.
4. ALL CLOTHES CLOSETS TO HAVE WIRE ROD & SHELVES AS SHOWN



1 CABINET SECTION
SCALE: 1/2"=1'-0"



2 BLOCKING DETAIL
FOR HANGING FIXTURES AND CABINETS N.T.S.



3 ATTIC ACCESS SECTION
SCALE: 1/2"=1'-0"

DOOR SCHEDULE

ALL EXT. COMPONENTS & CLADDING REQUIRE PRODUCT APP.
ALL EXTERIORS WINDOWS AND DOORS TO BE IMPACT RATED

NO	SIZE	MAT.	TYPE	HDWE	NOTES
1	3'-6" x 6'-8"	ALUM. / GLASS	FRENCH	1 / 5	ENTRY DOOR
2	12'-0" x 7'-0"	MTL. CLAD	OVERHEAD	AS PER MANUF.	RAISED PANEL
3	2'-8" x 6'-8"	SOLID CORE OR MTL. CLAD 1 3/8 THK	SWING	4	W/ SPRING HINGE
4	2'-8" x 6'-8"	WOOD / COMP.	SWING	3	
5	3'-0" x 6'-8"	WOOD / COMP.	BIFOLD	AS PER MANUF.	
6	2'-8" x 6'-8"	WOOD / COMP.	SWING	2	
7	2'-0" x 6'-8"	WOOD / COMP.	BIFOLD	AS PER MANUF.	
8	(2)2'-6" x 6'-8"	WOOD / COMP.	BYPASS	AS PER MANUF.	
9	(2)2'-6" x 6'-8"	WOOD / COMP.	BIFOLD	AS PER MANUF.	
10	2'-6" x 6'-8"	WOOD / COMP.	SWING	2	
11	2'-8" x 6'-8"	WOOD / COMP.	POCKET	AS PER MANUF.	
12	16'-0" X 6'-8"	ALUM. / GLASS	EXT. SLIDING	AS PER MANUF.	

WINDOW SCHEDULE

ALL EXT. COMPONENTS & CLADDING ARE IMPACT RATED & REQUIRE PRODUCT APPROVAL.

ID	SIZE	TYPE	DESIGN PRESSURES	DETAILS HEAD	JAMB	SILL	NOTES
A	108" X 63"	HR 035	28,2/-30,8 PSF	A	A	B	XOX. CENTER FIXED 27"x54"x27"
B	54" X 51"	HR 34	30,0/-32,7 PSF	A	A	B	
C	54" X 39"	HR 33	30,0/-32,7 PSF	A	A	B	
D	75" X 60"	HR 6250	30,0/-32,7 PSF	A	A	B	
E	38" X 26"	HR 22	31,4/-34,0 PSF	A	A	B	OBS. TEMP'D

SEE A-2 FOR DETAILS

DOOR HARDWARE

1. LEVER HANDLE W/ LOCK ENTRY SET OR APPROVED EQUAL
2. LEVER HANDLE W/ PRIVACY LOCK
3. PASSAGE LATCH SET
4. LEVER HANDLE W/ LOCKSET
5. EXTERIOR DOORS SHALL BE WEATHERSTRIPPED AND PROVIDED W/ A THRESHOLD

DOOR NOTES

01. PROVIDE WALL OR FLOOR MTD. DOOR STOPS FOR ALL DOORS
02. CONTRACTOR TO SUBMIT SHOP DWGS TO FOR APPROVAL PRIOR TO CONSTRUCTION
03. ALL HARDWARE TO BE BRUSHED ALUMINUM OR SATIN CHROMIUM SCHLAGE OR EQ. COMERCIAL GRADE
04. 1 1/2 PR. BUTTS.

FINISH & STYLE TO BE SELECTED BY OWNER

PRODUCT APPROVAL SUBMITTAL AFFIDAVIT

ALL WINDOWS & DOORS TO BE IMPACT RESISTANT

PRODUCT	MANUFR.	MANUF. DSGN. PRESSURES	MODEL	FLORIDA #	DESIGN PRESSURES
SW. DOOR	THERMA TRU	+65 / -70	SMOOTH STAR	FL7630.1	+28,2/-30,8
HR WINDOW	PGT	+80 / -80	SH700	FL242.3	+31,4/-34,0
SLIDING GL. DR.	PGT	+56,7/ -68	SGD-770	FL251.4	+26,6/-29,2
GARAGE DR	CLOPAY	+45,8/ -49,3	WINCODE W8	FL5684.17	+26,6/-32,7
ROOFING	BORAL	----	SAXONY 900	FL28326.6	----
FRENCH					+30,0 -32,7

I HAVE REVIEWED THE ABOVE COMPONENTS AND HAVE APPROVED THEIR USE IN THIS HOME. THEY PROVIDE ADEQUATE RESISTANCE TO THE PREDICTED MAXIMUM PRESSURES DUE TO WIND LOAD AND FORCES SPECIFIED BY THE CURRENT BUILDING CODE PROVISIONS.

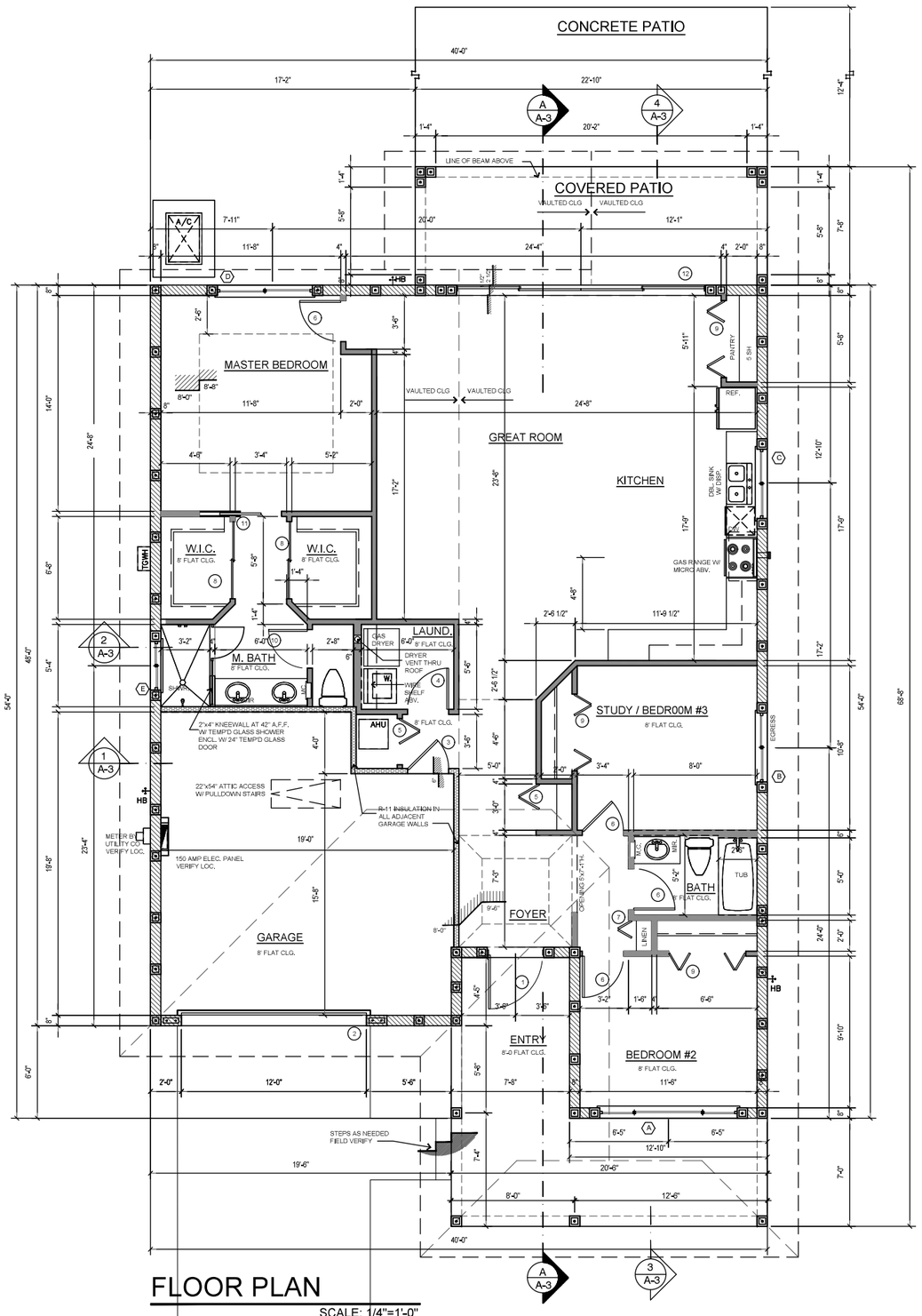
AREA CALCULATIONS

A/C LIVING:	1,580 SF
GARAGE:	386 SF
COVERED ENTRY:	220 SF
COVERED PATIO:	175 SF
TOTAL:	2,361 SF

WALL LEGEND

ALL INTERIOR WALLS ARE FIGURED @ 4" UNLESS OTHERWISE NOTED

- 8" CMU WALL BEARING AT 8'-1" A.F.F.
- STUD WALL OR OPTIONAL METAL FRAMING TO CEILING.
- STUD WALL OR OPTIONAL METAL FRAMING W/R-11 BATT INSULATION



FLOOR PLAN
SCALE: 1/4"=1'-0"

REVISION
REVISION
REVISION

PROJECT NO. 17-13-2
CHECKED BY: SJB

ALL IDEAS DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF THIS OFFICE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STEVEN BRUH ARCHITECT.

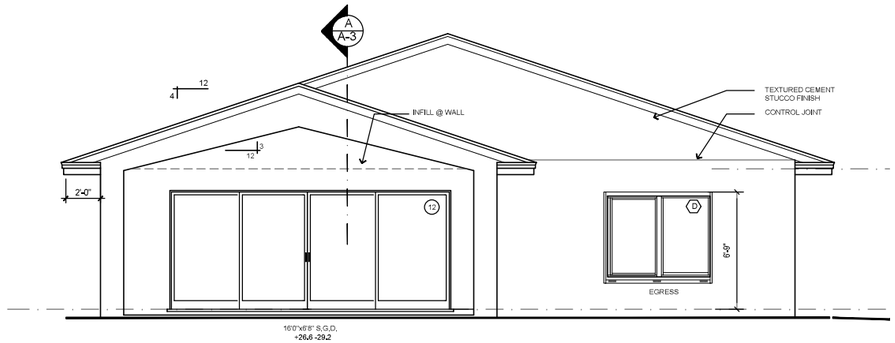
NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR008678
STATE OF FLORIDA * STEVEN J. BRUH * AR 8678 * REGISTERED ARCHITECT

STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN
OFFICE @ 9100 BELVEDERE RD. STE. 105 RPB.
6169 EATON STREET W. P. B., FLORIDA 33411
steven bruh - 561-235-9797 email: sjbarchitectdesign@gmail.com

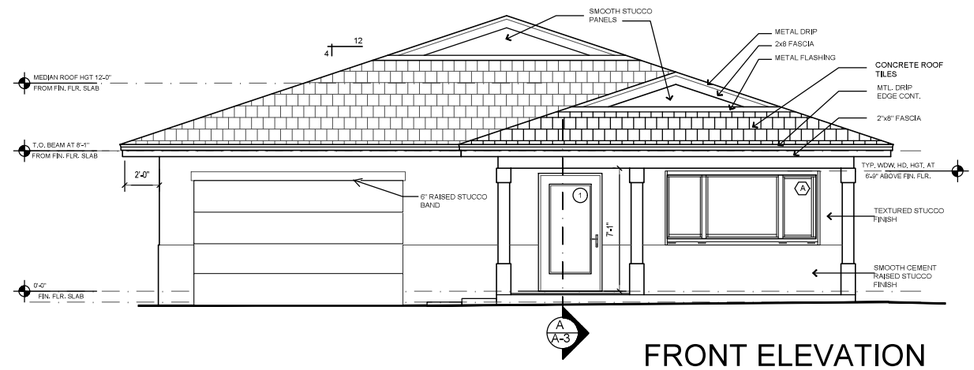
SBA

DRAWN: SJB, KC
DATE: NOVEMBER 15, 2019
SCALE: AS SHOWN
SHEET: A-1
FLOOR PLAN
OF 7 SHEETS



REAR ELEVATION

WEST SCALE: 1/4"=1'-0"



FRONT ELEVATION

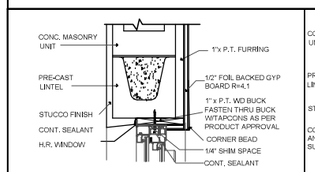
EAST SCALE: 1/4"=1'-0"

DOOR & WDW JAMB / HD / SILL DETAILS

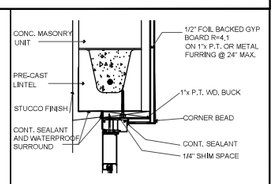
SEE DOOR & WDW SCHEDULE ON A-1

ALUM. FINISH AND GLAZING COLOR TO BE APPR. BY OWNER
EXTERIOR WDW & DRS TO BE IMPACT RATED
ALL FENESTRATION AND EXT. DOORS SHALL BE INSTALLED AS PER PRODUCT APPROVAL; ADJUST AS REQ'D

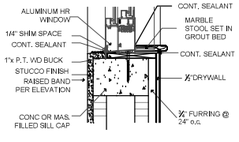
8" MIN. FLEXIBLE CONC. WATERPROOF MEMBRANE TREMCO VULKEM 450 OR APPROVED EQUAL ON EXTERIOR OF OPENING AND ENTIRE RETURN. WDW. BUCKS TO BE CAULKED TO BLOCK OPNG. + WDW. INSTALLED AND SEALED PER MANUFACTURERS SPECS. SEALANT SHALL COMPLY W/ AAMA 800 OR ASTM C920 CLASS 25 GRADE NS OR GREATER



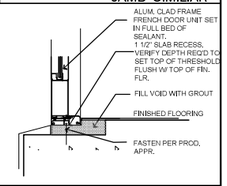
A HORIZONTAL ROLLER HEAD JAMB SIMILIAR



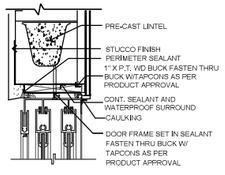
E FRENCH DR HEAD JAMB SIMILIAR



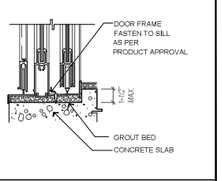
B HORIZONTAL ROLLER SILL



F FR. DR. SILL



C SLIDING GLS. DR. HEAD JAMB SIMILIAR

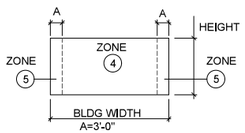


D SLIDING GLS. DR. SILL

WIND DESIGN BASIS:

ASCE 7-10, FBC 2017
ULTIMATE WIND SPEED: 170 MPH
NOMINAL WIND SPEED: 132 MPH
RISK CATEGORY II
EXPOSURE B
ENCLOSED
INT. PRESSURE COEF: +/- 0.18

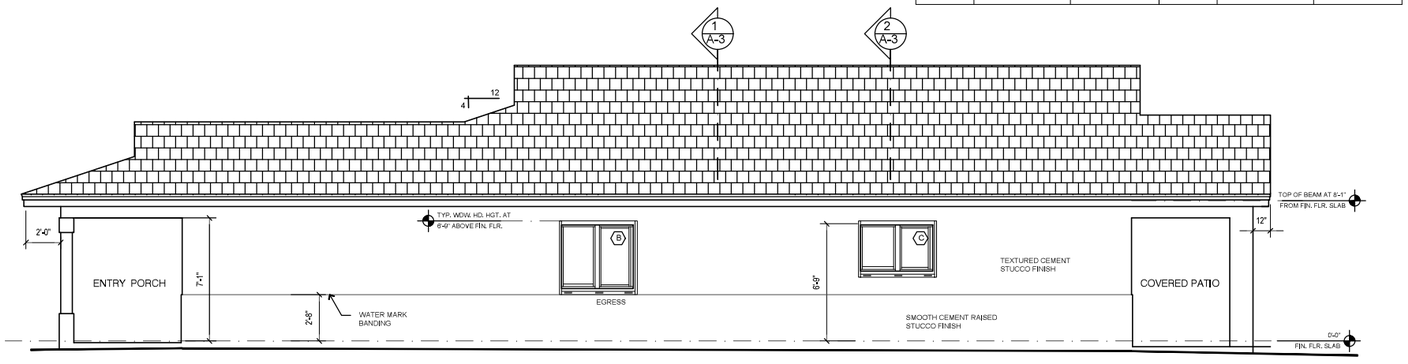
WALL ELEVATION



WALL PRESSURES:

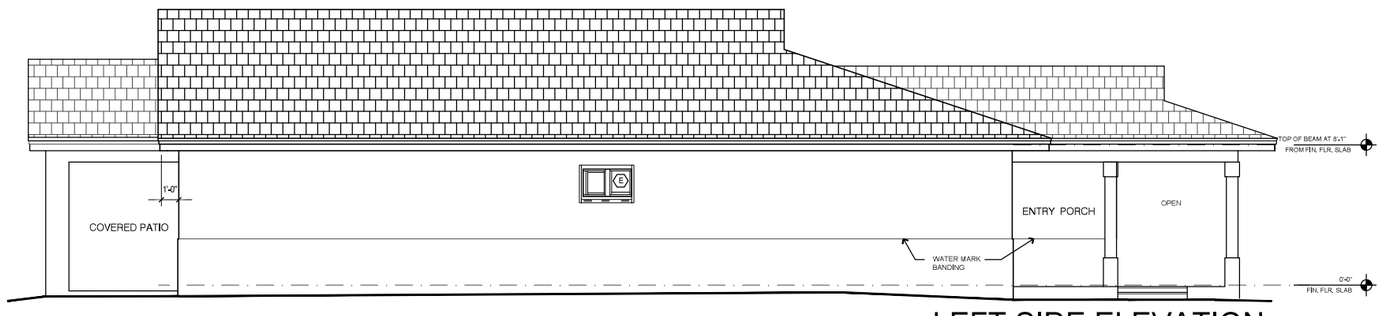
COMPONENT & CLADDING

NOM. WIND SPEED: 132 MPH			ULT. WIND SPEED: 170 MPH		
	ZONE 4	ZONE 5		ZONE 4	ZONE 5
SQ.FT.	PRESS./SUCTION	PRESS./SUCTION	SQ.FT.	PRESS./SUCTION	PRESS./SUCTION
10	31.4/-34.0 PSF	31.4/-42.0 PSF	10	52.0/-56.4 PSF	52.0/-69.6 PSF
20	30.0/-32.7 PSF	30.0/-39.3 PSF	20	49.8/-54.2 PSF	49.8/-65.2 PSF
50	28.2/-30.8 PSF	28.2/-35.3 PSF	50	46.7/-51.1 PSF	46.7/-58.6 PSF
100	26.6/-29.2 PSF	26.6/-32.7 PSF	100	44.1/-48.5 PSF	44.1/-54.2 PSF



RIGHT SIDE ELEVATION

NORTH SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION

SOUTH SCALE: 1/4"=1'-0"

REVISION
REVISION
REVISION

PROJECT NO. 17-13-2
CHECKED BY: SJB

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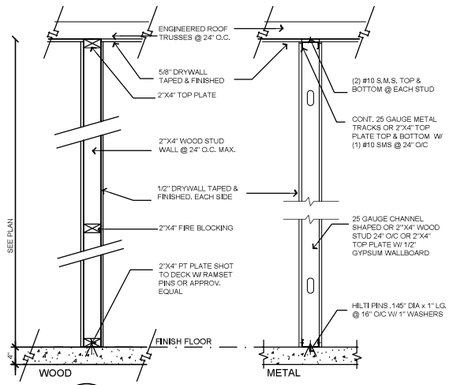
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR0008678
STATE OF FLORIDA * STEVEN J. BRUH * REGISTERED ARCHITECT AR 8678

STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN
OFFICE @ 9100 BELVEDERE RD. STE. 105 RPB.
6169 EATON STREET W. P. B. FLORIDA 33411
steven bruh - 561-625-6797 email. sjbarch.design@gmail.com

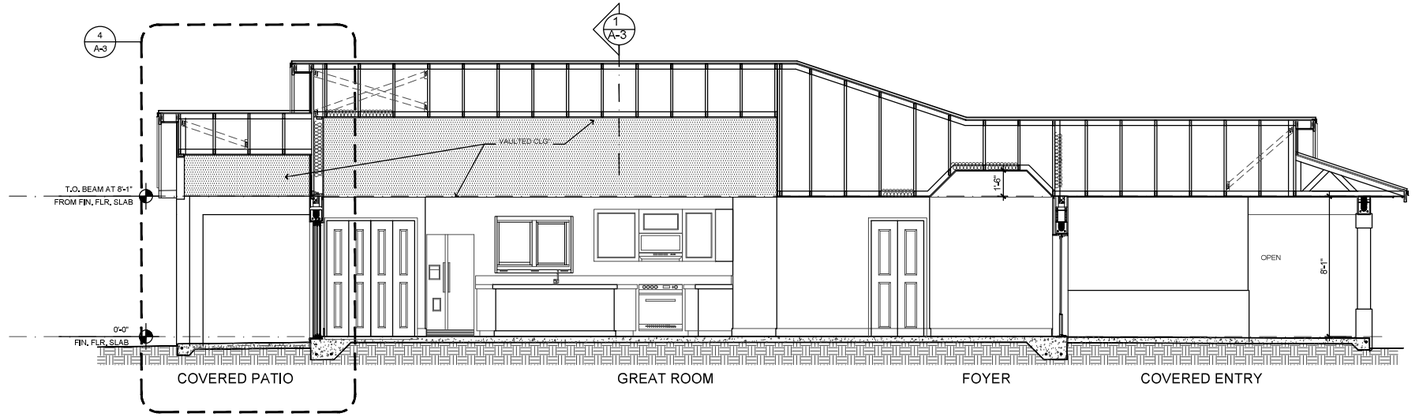
SBA

DRAWN SJB, KC
DATE NOVEMBER 15, 2013
SCALE AS SHOWN
SHEET A-2
ELEVATIONS
OF 7 SHEETS



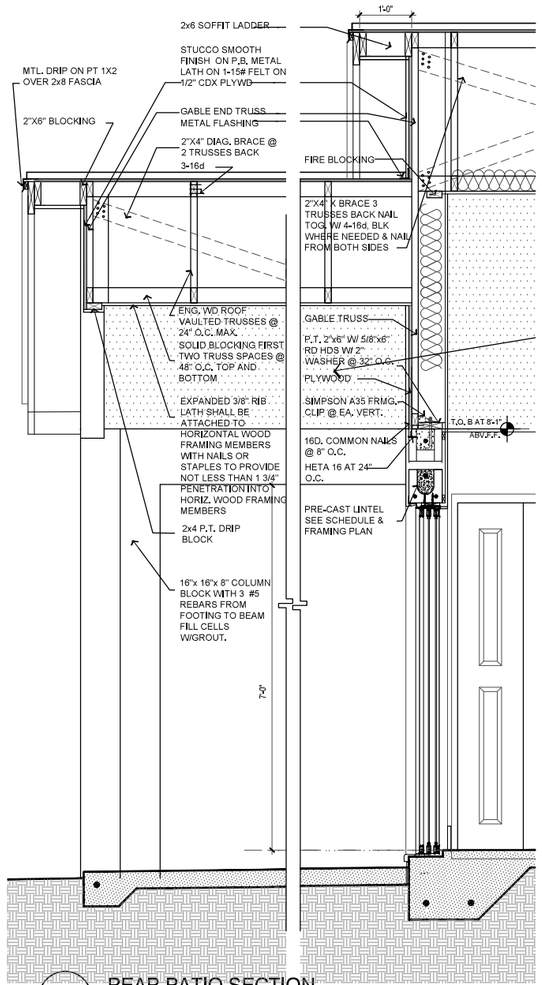
5 TYP. INTERIOR WALL SECTION

SCALE: 3/4"=1'-0"



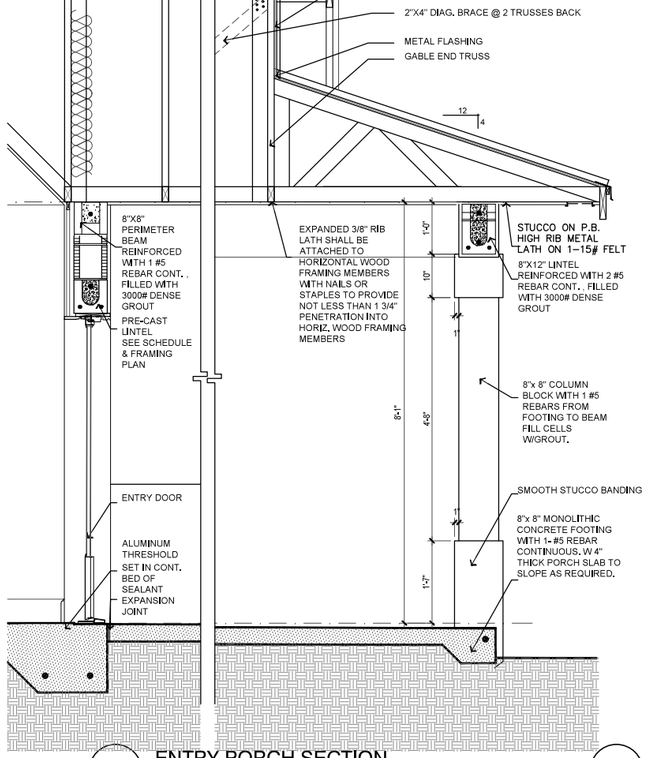
BUILDING SECTION A

SCALE: 1/4"=1'-0"



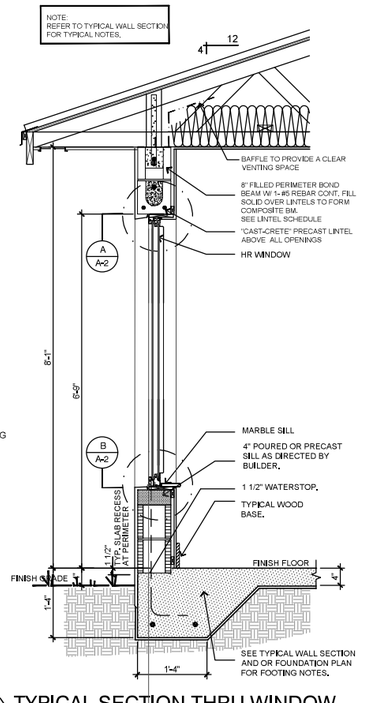
4 REAR PATIO SECTION

SCALE: 3/4"=1'-0"



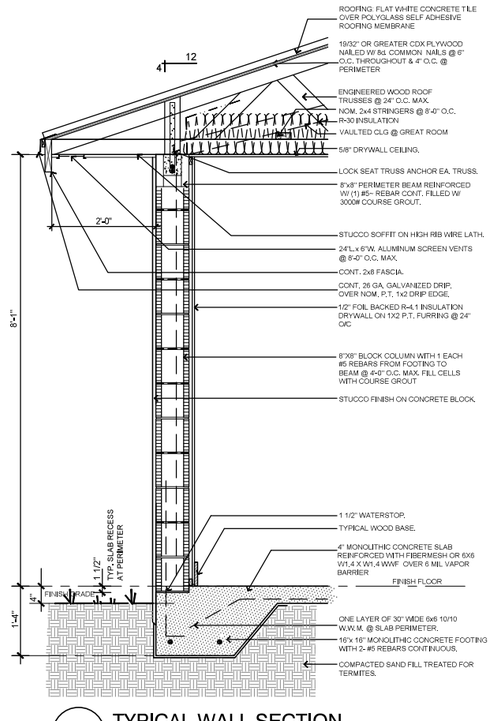
3 ENTRY PORCH SECTION

SCALE: 3/4"=1'-0"



2 TYPICAL SECTION THRU WINDOW

SCALE: 3/4"=1'-0"



1 TYPICAL WALL SECTION

SCALE: 3/4"=1'-0"

REVISION
REVISION
REVISION

PROJECT NO. 17-13-2
CHECKED BY: S/B

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6169 EATON STREET W. P. B. FLORIDA 33411
steven bruh • 561-252-4797 email: sjbarch.design@gmail.com

SBA

DRAWN
SJB, KC
DATE
NOVEMBER 15, 2018
SCALE
AS SHOWN
SHEET
A-3
WALL SECTIONS & DETAILS
OF 7 SHEETS

GENERAL & STRUCTURAL NOTES

1. ALL WORK BY ALL TRADES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, STANDARDS, OR RESTRICTIONS, WHETHER INDICATED ON PLANS OR NOT.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ROUGH OPENINGS PRIOR TO CONSTRUCTION. USE FIGURED DIMENSIONS ONLY. DO NOT SCALE DRAWINGS. ALL DIMENSIONS, WINDOW AND DOOR OPENINGS ARE NOMINAL.
3. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING ENERGY CODE AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THE CODE.
4. ALL SECTIONS, DETAILS, AND NOTES SHOWN ON THESE DRAWINGS ARE INTENDED TO TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS UNLESS OTHERWISE NOTED.
5. ALL WOOD IN CONTACT WITH CONCRETE, MASONRY, OR STEEL BE PRESSURE PRESERVATIVE TREATED.
6. CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ASTM 694-61 FOR ALL MEASURING, MIXING, AND TRANSPORTING.
7. CONCRETE SHALL MEET DESIGNED COMPRESSIVE STRENGTH AS NOTED ON DRAWINGS WITHIN 28 DAYS.
8. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60, FY = 60,000 PSI. DEFORMATION BARS IN ACCORDANCE WITH THE LATEST ASTM SPECIFICATIONS.
9. REINFORCING STEEL SHALL BE LAPPED 48 BAR DIAMETER MIN. WHERE SPLICED AND SHALL BE EITHER SEPARATED BY ONE BAR DIAMETER OR WIRED TOGETHER.
10. LAP ALL REINFORCING STEEL AT CORNER SPLICES 48 BAR DIAMETER MIN. AND STAGGER SPLICES.
11. WELDED WIRE MESH TO BE LAPPED 6" AT SPLICE MIN.
12. CMU CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF ALL CONC. FILLED BLOCK CELLS AT EACH LIFT. CLEANOUTS SHALL BE SEALED AFTER CLEANING AND INSPECTION PRIOR TO CONCRETE PLACING.
13. ALL WALL SYSTEMS SHALL BE BRACED AS REQUIRED DURING ERECTION BY CONTRACTOR.
14. ELECTRICAL SERVICE GROUNDING IS ALSO REQUIRED TO FOUNDATION REBAR AND METAL WATER SERVICE

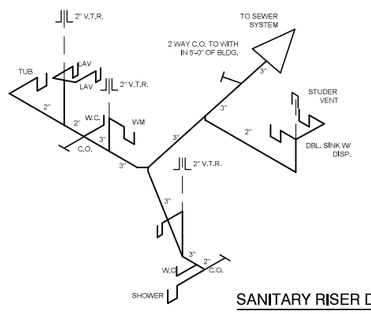
FOUNDATION NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH 6th ED. 2017 FLORIDA BUILDING CODE AND LOCAL AMENDMENTS & ASCE 7-10.
2. FOUNDATIONS WERE DESIGNED USING A MINIMUM SOIL BEARING VALUE OF 2500 lbs. PER SQ. FT. FIELD VERIFY PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK.
4. CONCRETE SHALL BE A MIX DESIGNED IN ACCORDANCE WITH ASTM C-94 TO ACHIEVE A 28 DAY STRENGTH AS FOLLOWS:
   BEAMS AND COLUMNS ——— 3000 P.S.I.
   SLAB ON GRADE AND MONOLITHIC FOOTINGS ——— 2500 P.S.I.
   ALL WORK SHALL CONFORM TO ACI 301 AND ACI 318-11
5. THE FIBER-REINFORCED CONCRETE MIX SHALL BE DESIGNED IN ACCORDANCE WITH ACI GUIDE LINES. ADD FIBERS AS NECESSARY TO CONTROL SHRINKAGE STRESSES, AND TO PROVIDE EQUIVALENT SLAB PERFORMANCE WHEN REINFORCED WITH 6X6-W1.4X W1.4 W.W.M.
6. NO ADMIXTURES SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL BY THE ENGINEER.

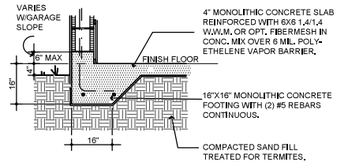
GENERAL PLUMBING NOTES

1. INSTALLATION SHALL BE IN ACCORDANCE WITH THE 6H ED. 2017 FBC-PLUMBING LOCAL AND STATE CODE REQUIREMENTS.
2. ALL MATERIALS SHALL BE NEW AND APPROVED BY APPROPRIATE CODES.
3. PLUMBING CONTRACTOR TO PROVIDED ALL REQUIRED PLUMBING PERMITS.
4. FURNISH AND INSTALL WATER AND SANITARY TO THE FIXTURES IN ACCORD WITH LOCAL GOVERNING CODES. ALL DOMESTIC WATER PIPING SHALL BE POLYBUTYL, PEX OR COPPER, AS ALLOWED BY CODE. ALL SANITARY PIPING SHALL BE CPVC OR PVC AS CODE PERMITS.
5. THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR AFTER THE DATE OF WORK ACCEPTANCE.
6. WHERE DISSIMILAR METALS ARE TO BE JOINED, APPROVED INSULATING UNION SHALL BE USED
7. PROVIDE AND INSTALL PLUMBING FIXTURES AS APPROVED BY OWNER AND PERMITTED BY CODE
8. ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE PART OF THIS CONTRACT.
9. DO NOT SCALE FOR THE EXACT FIXTURES, PIPING, EQUIPMENT, ETC.
10. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS CONSTRUCTION.
11. FURNISH AND INSTALL APPROVED WATER HAMMER ARRESTORS AND SHUTOFF VALVES WITH ACCESS PANELS AT EACH FIXTURE GROUP. INSTALL PER PDI IN EFFECTIVE RANGE.
12. THESE PLANS ARE BASED ON AVAILABLE INFORMATION. VERIFY EXACT LOCATION OF EXISTING WATER AND SEWER PROVISIONS.
13. PLUMBER TO PROVIDE EXPANSION LOOPS IN HOT WATER LINES.
14. INSTALL PRESSURE REDUCING VALVES AT WATER METER IF REQUIRED PER FLORIDA BUILDING PLUMBING CODE.
15. IN GENERAL, PLANS AND DIAGRAMS OF PLUMBING RUNS ARE SCHEMATIC AND SHOULD NOT BE SCALED. COORDINATE AT SITE ALL PLUMBING WORK SO AS NOT TO CONFLICT IN LOCATION WITH OTHER WORK. SHOULD CONFLICT ARISE, NOTIFY ARCHITECT IMMEDIATELY BEFORE INSTALLING PIPING OR EQUIPMENT.
16. SHOWERS SHALL BE ANTI SCALD CONTROLLED BY AN APPROVED MIXING VALVE WITH A MAXIMUM WATER OUTLET TEMPERATURE OF 120° F. (48,8° C)

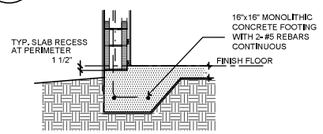
NOTE.
1. PLUMBER TO FIELD VERIFY PLUMBING VENTS, AND TO USE STUDER VENTS WHERE REQUIRED.
2. 1 1/2" VENTS WILL BE USED ACCORDING TO FIELD CONDITIONS.
3. PLUMBER TO VERIFY HOSE BIBB LOCATIONS AND ADJUST ACCORDING TO FIELD CONDITIONS.



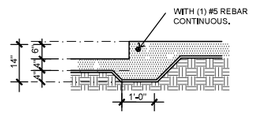
SANITARY RISER DIAGRAM
N.T.S.



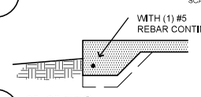
1 SECTION THRU GARAGE FTG.
SCALE: 1/2"=1'-0"



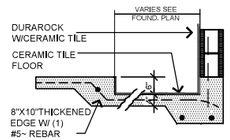
2 TYP. MONO. FTG.
SCALE: 1/2"=1'-0"



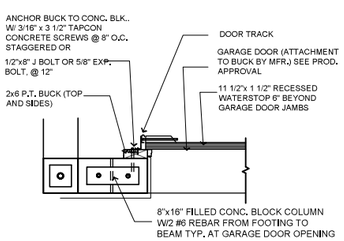
3 14"X12" STEP DWN. EDGE
SCALE: 1/2"=1'-0"



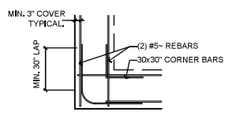
4 8"x8" FTG
SCALE: 3/4" = 1'-0"



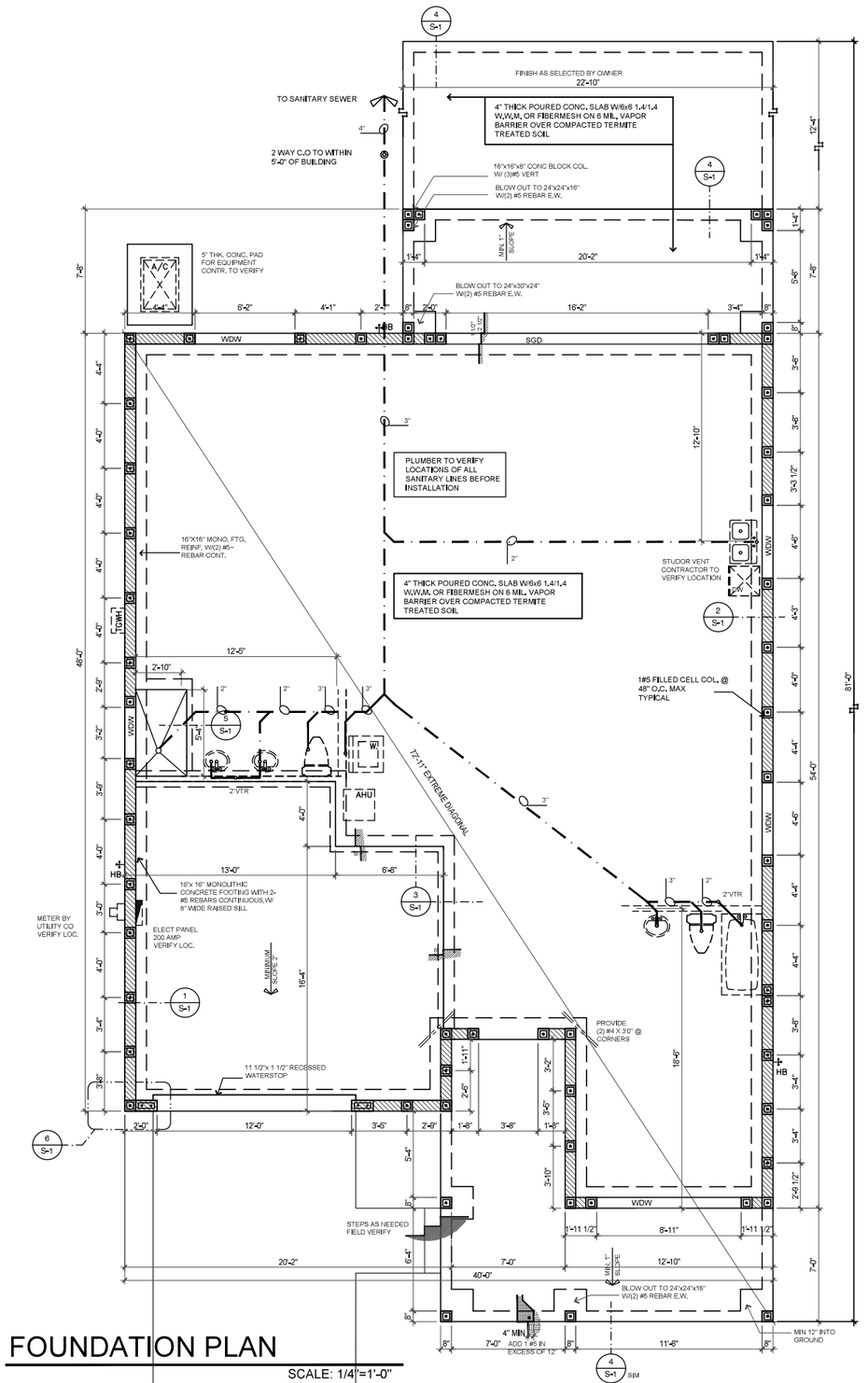
5 SUNKEN SHOWER DETAIL
SCALE: 1/2"=1'-0"



6 GARAGE BUCK DETAIL
SCALE: 3/4" = 1'-0"



7 CORNER STEEL DETAIL
N.T.S.



FOUNDATION PLAN
SCALE: 1/4"=1'-0"

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PROJECT NO. 17-19-2
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steven bruh - 561-6624797 email: sjbarch.design@gmail.com

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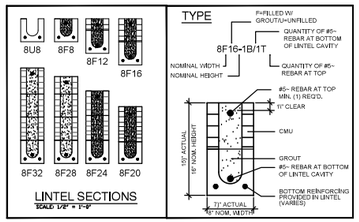
DRAWN SJB, KC
DATE NOVEMBER 15, 2018
SCALE AS SHOWN
SHEET S-1
FONDATION PLAN
OF 7 SHEETS

CONNECTOR SCHEDULE

(000 / X) UPLIFT CONNECTOR TYPE (2) NUMBER OF CONNECTORS

MARK	SIMPSON or EQUAL Product Code	Description	FASTENERS		UPLIFT	F1	F2	FLORIDA APPROVAL
			truss/beam/ girder	mansonry wall /wood post				
A	HETAL16	TRUSS ANCHOR	(14) 10dx1-1/2"	EMBED	1810	415	1100	FL11473
B	DETAL20	TRUSS ANCHOR	(18) 10d	EMBED	2480	2000	1370	FL11473



ROOF FRAMING NOTES

1. LAYOUT IS TO SHOW THE DESIGN INTENT.
2. TRUSS MANUFACTURER SHALL SUBMIT PLANS AND ENGINEERING DRAWINGS FOR PERMIT,WHICH SHALL BE CERTIFIED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
3. DESIGN LIVE LOAD:
   FLOOR 40 PSF L.L.
   ROOF 30 PSF L.L.
   25 PSF DEAD LOAD
   ULT WIND LOAD 170 MPH
   NOM. WIND LOAD 132 MPH
4. ALL MEMBERS SHALL BE SO FRAMED,ANCHORED,TIED AND BRACED THAT THEY HAVE THE REQUIRED STRENGTH AND RIGIDITY.
5. GENERALLY WALL SIZES INDICATED ARE BASED ON NOMINAL LUMBER SIZES.CARE SHOULD BE TAKEN DURING LAYOUT TO HOLD ALL EXTERIOR DIMENSIONS AND WORK INTERIOR DIMENSIONS TO THE CENTER LINE OF WALLS.
6. ALL CONNECTIONS SHALL BE AS SPECIFIED IN THE 2017 FLORIDA BUILDING CODE AND LOCAL AMENDMENTS
7. ALL PLYWOOD SHALL BE IDENTIFIED WITH THE APPROPRIATE GRADE/TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.
8. ALL PLYWOOD EXPOSED TO THE WEATHER SHALL BE EXTERIOR TYPE.
9. ALL CONNECTORS HAVE BEEN SELECTED TO RESIST LATERAL LOADS.

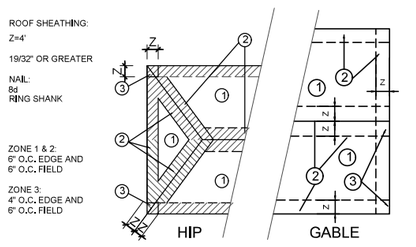
PRECAST LINTEL TABLE (CASTE-CRETE)

#	LENGTH OF LINTEL	ALLOWED GRAVITY LOAD	APPLIED GRAVITY LOAD	ALL UPLIFT LOAD	APPLIED UPLIFT LOAD	REMARKS
1	13'-4"	1075	400	607	200	8 F12 - 1B/1T
2	5'-0"	1969	400	1207	200	8 F8 - 0B/1T
3	10'-3"	1247	400	916	200	8 F16 - 0B/1T
4	5'-10"	1349	880	1016	380	8 F8 - 0B/1T
5	5'-10"	1349	880	1016	380	8 F8 - 0B/1T
6	17'-6"	950	400	429	200	8 F16 - 1B/1T
7	7'-6"	1011	400	727	200	8 F8 - 0B/1T
8	4'-6"	1969	880	1207	380	8 F8 - 0B/1T
9	6'-0"	2177	540	1407	300	8 F12 - 1B/1T
10	8'-0"	1160	400	708	200	8 F12 - 1B/1T
11	12'-6"	755	400	386	200	8 F12 - 1B/1T
12	7'-8"	1160	540	708	300	8 F12 - 1B/1T
13	7'-0"	1729	540	1224	300	8 F12 - 1B/1T
14	7'-0"	1729	665	1065	420	8 F12 - 0B/1T
15	7'-0"	1729	665	1065	420	8 F12 - 0B/1T

1. LOADS SHOWN ARE IN P.L.F.

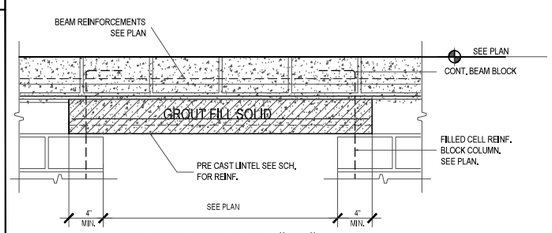
MASONRY NOTES

1. ALL MASONRY BLOCK SHALL CONFORM TO THE REQUIREMENTS OF ASTM C90 FOR LOAD BEARING CONCRETE MASONRY.
2. ALL MORTAR SHALL BE A MINIMUM TYPE M OR S MORTAR. DESIGN COMPRESSIVE STRENGTH F'M=1,500 PSI
3. COMPRESSIVE YIELD STRENGTH OF C.M.U. AT 28 DAYS SHALL NOT BE LESS THAN 1,500 PSI
4. THE CONTRACTOR MUST BE CAREFUL TO PROVIDE CLEANOUTS AT ALL VERT. BAR LOCATIONS AND ASSURE PROPERLY POSITIONED AND CENTERED REBAR AND THAT ALL CELLS ARE RODDED AND MADE CLEAR OF ALL MORTAR AND OTHER DEBRIS.
5. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ADEQUATE BRACING OF ALL MASONRY CONSTRUCTION. ALL WALLS ARE TO BE FULLY BRACED AGAINST WIND AND OTHER FORCES UNTIL THE ROOF, WALL, AND FLOOR CONSTRUCTION IS STRUCTURALLY COMPLETE
6. CARE MUST BE TAKEN BY THE CONTRACTOR TO INSURE QUALITY WORK AND PROPER PLACEMENT OF ALL REINFORCEMENT. VERICAL WALL REINFORCING SHALL BE LAP SPLICED AT NO GREATER THAN 8'-0" O.C. AND SHALL BE LAPPED A MINIMUM OF 2'-4". CLEANOUTS MUST BE PROVIDED AT ALL LOCATIONS WHERE SPLICES OCCUR WITHOUT EXCEPTION. THE CONTRACTOR SHALL ASSURE THAT ALL REINFORCEMENT IS PROPERLY PLACED AND CENTERED IN THE WALL.
7. GROUTING OF CELLS: LOW-LIFT OR HIGH-LIFT GROUTING MAY BE USED IN GROUTING WALL CELLS, AT CONTRACTOR'S OPTION, THE FOLLOWING SPECIFICATIONS SHALL APPLY:
   A. REINFORCING STEEL SHALL BE SECURED IN PLACE AND INSPECTED PRIOR TO GROUTING.
   B. ALL GROUT SHALL BE PUDDLED OR VIBRATED IN PLACE.
   C. GROUTING OF BEAM OVER OPENINGS SHALL BE DONE IN ONE CONTINUOUS OPERATION.
   D. THE TOP OF UNFILLED CELL COLUMNS UNDER A HORIZONTAL MASONRY BEAM SHALL BE COVERED WITH METAL LATH OR SPECIAL UNITS TO CONFINE THE GROUT FILL TO THE BEAM SECTION.
   E. ALL BOLTS, ANCHORS AND OTHER EMBEDDED STEEL SHALL BE SOLIDLY GROUTED IN PLACE.
8. GROUT SHALL BE 3000PSI COURSE MASONRY GROUT ASTM C-476, PEA GRAVEL CONCRETE IS PROHIBITED



ROOF SHEATHING NAILING

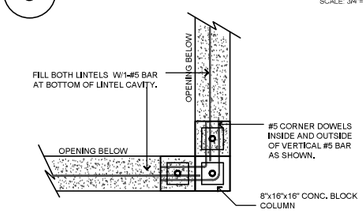
NTS



TYP. PRE CAST LINTEL ('PCL')

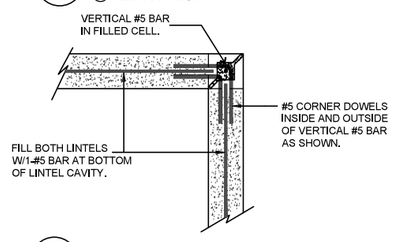
3 DROPPED COMPOSITE BEAM DET.

SCALE: 3/4"=1'-0"



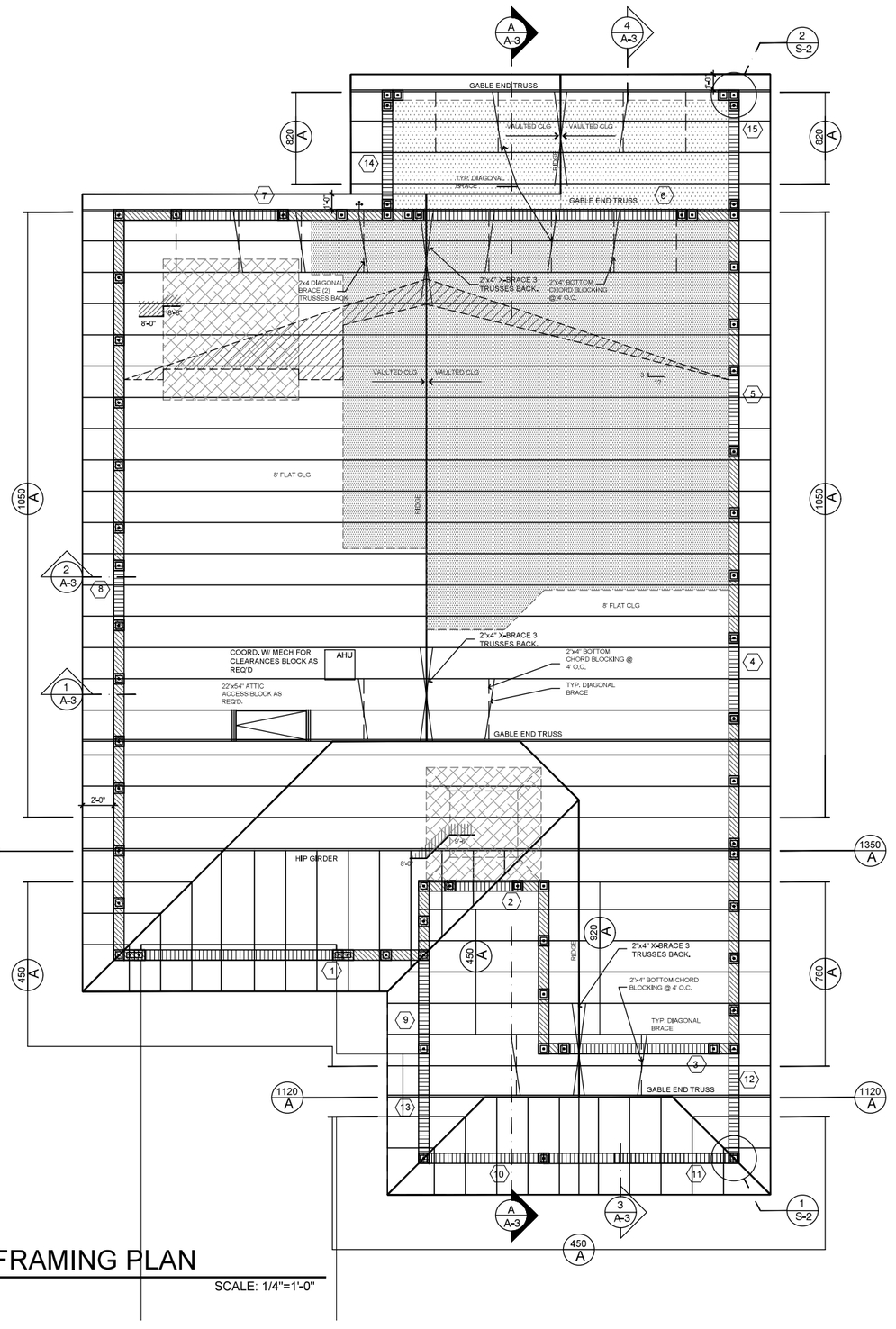
2 CORNER REINF. DETAIL @ REAR PATIO

SCALE: 3/4"=1'-0"



1 CORNER REINF. DETAIL

SCALE: 3/4"=1'-0"



FRAMING PLAN

SCALE: 1/4"=1'-0"

REVISION
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PROJECT NO. 17-19-2
CHECKED BY: SJB

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NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR0008678

STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN
OFFICE @ 9100 BELVEDERE RD. STE. 105 RPB.
6169 EATON STREET W. P. B., FLORIDA 33411
steven bruh - 561-252-9797 email: sjbarch_design@gmail.com

SBA

DRAWN SJB, KC
DATE NOVEMBER 15, 2019
SCALE AS SHOWN
SHEET S-2
FRAMING PLAN
OF 7 SHEETS

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH BOTH LOCAL AND 2014 NATIONAL ELECTRICAL CODES.
2. ELECTRICAL CONTRACTOR SHALL VERIFY ELECTRICAL PLAN , RISER DIAGRAM, AND LOADS, AND NOTIFY THE GENERAL CONTRACTOR OF ANY ERRORS OR DISCREPANCIES PRIOR TO INSTALLATION.
3. ALL EQUIPMENT INSTALLED OUTSIDE OR EXPOSED TO WEATHER SHALL BE NEMA TYPE 3R.
4. MINIMUM WIRE SIZE SHALL BE # 14 COPPER.
5. ALL CONDUCTORS ARE TO BE COPPER, TYPE THHN, UNLESS OTHERWISE NOTED.
6. CONNECT GROUNDING ELECTRODE CONDUCTOR TO GROUND ROD AND NEAREST COPPER WATER LINE (COLD).
7. ALL 120V. 1 PHASE 15A. AND 20A. BATHROOM, AND EXTERIOR RECEPTACLES, SHALL HAVE GROUND FAULT INTERRUPTER (G.F.I.) PROTECTION WITH EXTERIOR RECEPTACLES OF THE WATERPROOF TYPE. ELECTRICAL CONTRACTOR MAY INSTALL INDIVIDUAL (G.F.I.) IN LIEU OF (G.F.I.) BREAKER WITH SEPARATE CIRCUIT.
8. SWITCHES SHALL BE OF STANDARD GRADE OF SILENT TYPE
9. RECEPTACLES SHALL BE 15A. AND 120V. OF THE GROUND TYPE.
10. THE ELECTRICAL CONTRACTOR IS TO SIZE MOST BRANCH CIRCUITS; A MAXIMUM VOLTAGE DROP OF 3% IS PERMITTED.
11. THE ELECTRICAL CONTRACTOR IS TO ARRANGE FOR TELEPHONE SERVICE AND TELEPHONE WIRING. COORDINATE WITH THE TELEPHONE COMPANY UNLESS OTHERWISE SPECIFIED.
12. BRANCH CIRCUITS SHALL BE IN THIN WALL CONDUIT OR APPROVED ROMEX.
13. LIGHTING FIXTURES SHALL BE SELECTED BY THE OWNER. 75% OF THE LAMPS SHALL BE HIGH EFFICACY TYPE
14. SMOKE ALARMS SHALL BE DIRECT WIRED 120V. U.L. 217 APPROVED TYPE WITH AUDIBLE ALARM INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND LISTING.
CARBON MONOXIDE DETECTOR(S) TO COMPLY W/ UL#2034-96.
15. ALL DEVICES SHALL BE SMOOTH TYPE, IVORY COLOR, UNLESS OTHERWISE SPECIFIED.
16. ALL MECHANICAL EQUIPMENT SHALL BE PROTECTED BY OVERCURRENT DEVICES OF TYPE AND RATING PER MANUFACTURER NAMEPLATE SPECIFICATIONS.
17. THE ELECTRICAL CONTRACTOR IS TO COORDINATE WITH OTHER TRADES TO MAKE CERTAIN THAT ALL AIR-CONDITIONING POWER AND CONTROL WIRING AND CONDUITS ARE IN THE BID.
18. EXHAUST FANS IN BATHROOMS (IF USED) SHALL BE RATED AT 1 CFM/SF OF VENTILATED FLOOR AREA.
19. ALL FAN VENTING AND ROOF PENETRATIONS SHALL BE BY MECHANICAL CONTRACTOR.
20. ELECTRICAL CONTRACTOR IS TO COORDINATE ALL SERVICE REQUIREMENTS WITH THE POWER COMPANY BEFORE BIDDING TO BE CERTAIN THAT ALL WORK NECESSARY TO MEET POWER COMPANY SPECIFICATIONS IS IN THE BID.
21. ALL RECEPTACLES SHALL BE TAMPER RESISTANT AND IN ACCORD. W/ NEC 210.52 AND ARC FAULT PROTECTED IN ACCORD. W/ NEC210.12(A)
22. CEILING FANS TO BE MOUNTED PER NEC 422.19, 422.20, 422.21
23. INSTALLATION HEIGHTS ABOVE FINISH FLOOR UNLESS OTHERWISE NOTED:
45" TO CENTER WALL HUNG TELEPHONE
12" TO CENTER TELEPHONE JACKS
46" TO CENTER LIGHT SWITCHES
16" TO CENTER RECEPTACLES
46" TO CENTER KITCHEN RECEPTACLES OVER VANITIES
42" TO CENTER BATH RECEPTACLES
12" TO CENTER TELEVISION JACKS

ELECTRICAL LOAD CALCULATIONS

CIRCUIT #	DESCRIPTION	CIRCUIT BKR. POLE	CIRCUIT BKR. TRIP	WIRE	WATTS	REMARKS
1	REFRIGERATOR	1	20	#12	700	AT NAMEPLATE RATING
2	GAS RANGE	1	20	#12	700	IGNITER
3,5	SM APPLIANCES	1	20	#12	3000	GFI & AFCI
4	GAS TANKLESS WH	1	20	#12	700	IGNITER
6	GAS DRYER	1	20	#12	700	IGNITER
7,9	COND UNIT #1	2	30	#10	----	(NON - COINCIDENTAL)
10,12	A.H.U. #1	2	60	#6	10000	10 K.W. STRIP
11,13	LIGHTS / RECEP.	1	15	#14	4740	AT 3W / SF
14	BATH GFI	1	20	#12	----	
15	DISWASHER	1	20	#12	1500	
16	DISPOSAL	1	20	#12	800	
17	MICRO HOOD	1	20	#12	700	AT NAMEPLATE RATING
18	WASHER	1	20	#12	1500	"
19,21	LIGHTS / RECEP.	1	15	#14	----	
20	GAR. DR. OPENER	1	20	#12	1000	
22	DINING	1	20	#12	1500	
23	SMOKE DETECTOR	1	20	#12	200	
24,26	SPARE		20	#12		
25,27-30	SPACES					

DEMAND FACTOR: TOTAL LOAD CONNECTED	27740	
A/C AT 65%	6500	
1st 10000 AT100%	10000	
REMAINDER AT 40%	3096	
n.e.c. 220-82 optional calc. dwelling units	19596 / 240	81.7 A.

ELECTRICAL RISER DIAGRAM

N.T.S.

ELECTRICAL LEGEND

- DUPLEX CONVENIENCE OUTLET:
- DUPLEX - SPLIT WIRED:
- GROUND FAULT INTERUPTER: (GFI.)
- WEATHER PROOF GROUND FAULT INTERUPTER: (WP/GFI)
- SINGLE CONVENIENCE OUTLET
- 230 VOLT OUTLET
- SPECIAL PURPOSE OUTLET (120V. OR 240V.):
- FLOOR OUTLET 120V.:
- SMOKE ALARM - DIRECT WIRED: (SD)
- CO2 SMOKE ALARM - DIRECT WIRED: (CSD)
- TELEPHONE OUTLET:
- FLUORESCENT FIXTURE
- DOORBELL CHIMES
- A/C. DISCONNECT
- CABLE T.V. OUTLET:
- $ SWITCH
- $3 3 WAY SWITCH
- $4 4 WAY SWITCH
- CEILING LIGHT OUTLET
- PENDANT LIGHT OUTLET
- WALL MOUNT LIGHT OUTLET
- ATTIC LIGHT WITH PULL CHAIN (PC.)
- RECESSED IN CEILING HIGH-HAT
- VAPOR PROOF (VP.)
- EXHAUST FAN:
- LIGHT / EXHAUST FAN COMBO
- PUSH BUTTON SWITCH (P.B.)
- CEILING FAN (OUTLET ONLY)
- JUNCTION BOX (J)
- FLOOD LIGHTS

NOTE:

ALL EXTERIOR FIXTURES SHALL BE U.L. RATED FOR EXTERIOR.
PROVIDE BUBBLE COVER OVER EXT. RECEPTACLES
ALL KITCHEN COUNTERTOP RECEPTACLES SHALL BE GFI PROTECTED.
PUSH BUTTON SHALL BE 8" FROM JAMB.

GAS SYSTEM NOTES

1. GAS PIPING SHALL BE SCHEDULE 40 GALV STEEL WITH MALLEABLE THREADED FITTINGS.
2. CONTRACTOR SHALL PAY ALL FEES AND OBTAIN ALL PERMITS REQUIRED FOR THE INSTALLATION OF GAS SERVICE TO BUILDING, SEPARATE GAS PERMIT WILL BE REQUIRED.
3. ALL NATURAL GAS LINES SHALL BE BLOWN CLEAN OF DEBRIS AND FOREIGN MATTER WITH COMPRESSED AIR PRIOR TO FINAL CONNECTION TO EQUIPMENT.
4. FROM GAS HEADER INSTALL PIPE DROP WITH A 6" LONG SEDIMENT TRAP. PROVIDE GAS SHUT OFF VALVE ACCESSIBLE FOR MANUAL SHUT-OFF OF GAS TO EQUIPMENT.
5. CONTINUE GAS SERVICE AND PROVIDE CONNECTION TO MAIN GAS SERVICE LINE.
6. LOCATION OF CONNECTION,, INCLUDING GAS METER, MAIN SHUT-OFF VALVE, ETC., SHALL BE COORDINATED WITH LOCAL GAS COMPANY.
7. CONTRACTOR SHALL COORDINATE ALL OWNER SUPPLIED EQUIPMENT PIPING REQUIREMENTS PRIOR TO INSTALLATION OF PIPING SYSTEMS.
8. PROVIDE PIPE HANGERS FOR ALL PIPING. HANGER RODS AND DEVICES SHALL BE USED FOR SUPPORT OF ALL PIPING. MAKESHIFT DEVICES WILL NOT BE ACCEPTABLE. PROVIDE GALVANIZED STEEL SADDLES AS REQUIRED. PIPING SUPPORT SPACING SHALL COMPLY WITH THE FLORIDA PLUMBING CODE-2010, TABLE 308.5.
9. CONTRACTOR SHALL PROVIDE NECESSARY REGULATORS FOR EACH APPLIANCE TO DROP GAS LINE PRESSURE TO APPLIANCE'S REQUIREMENTS.

COMBUSTION AIR CALCULATION

AS PER FLORIDA GAS CODE, 304.6.2, COMBUSTION AIR REQUIREMENTS ARE:

GAS WH

INPUT CAPACITY = 50,000 BTUH
COMBUSTION AIR REQUIREMENTS USING ONE-PERMANENT-OPENING METHOD = MINIMUM FREE AREA OF 1 SQUARE INCH PER 3,000 BTUH APPLIANCE INPUT RATING
TOTAL COMBUSTION AIR OPENING REQUIRED = 50,000 BTUH x 1 SQ.IN./3,000 = 16.67 SQ.IN.

PER FGC 304.10, METAL LOUVERS SHALL BE ASSUMED TO HAVE A FREE AREA OF 75%. THE METAL LOUVER SHALL HAVE A MINIMUM AREA OF 16.67 SQ.IN./0.75 = 22.2 SQ.IN.

PROVIDE 6"x6" METAL LOUVER IN EXTERIOR WALL OF WATER HEATER/STORAGE CLOSET MOUNTED WITH TOP OF LOUVER AT 12" BELOW TOP OF EXTERIOR WALL.

GAS SIZING BASED ON THE FOLLOWING:

LOW PRESSURE SIDE (INSIDE)

1.	FLORIDA BUILDING CODE- FUEL GAS	= TABLE 402.4(2)
2.	PIPE MATERIAL	
3.	GAS TYPE	= NATURAL
2.	INLET PRESSURE	= 0,5 PSI OR LESS
3.	PRESSURE DROP	= 0,5 INCH WATER COLUMN
4.	SPECIFIC GRAVITY	= 0,6
5.	HEATING VALUE	= 1,000 BTU/CFH
6.	MAXIMUM DEVELOPED LENGTH	= 30 FEET

GAS RAISER DIAGRAM

NTS

GAS CALCULATION	
RANGE	142000 BTUH
WATER HEATER	160,000 BTUH
DRYER	22000 BTUH
TOTAL CONNECTED LOAD	324000 BTUH

LP GAS @ 11" WC @ .5" PD
USE 3/4" SUPPLY @ 10LF

ELECTRICAL PLAN

SCALE: 1/4"=1'-0"

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PROJECT NO. 17-13-2 | CHECKED BY. SJB

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NEW RESIDENCE FOR :
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

STEVEN J. BRUH
ARCHITECT LEED AP
AR008678

STEVEN BRUH ARCHITECT
CONSTRUCTION COORDINATION
ARCHITECTURE & DESIGN
OFFICE @ 9100 BELVEDERE RD, STE. 105 RPB.
6169 EATON STREET W. P. B, FLORIDA 33411
steven bruh • 561-252-8797 email sjbarch.design@gmail.com

DRAWN SJB, KC

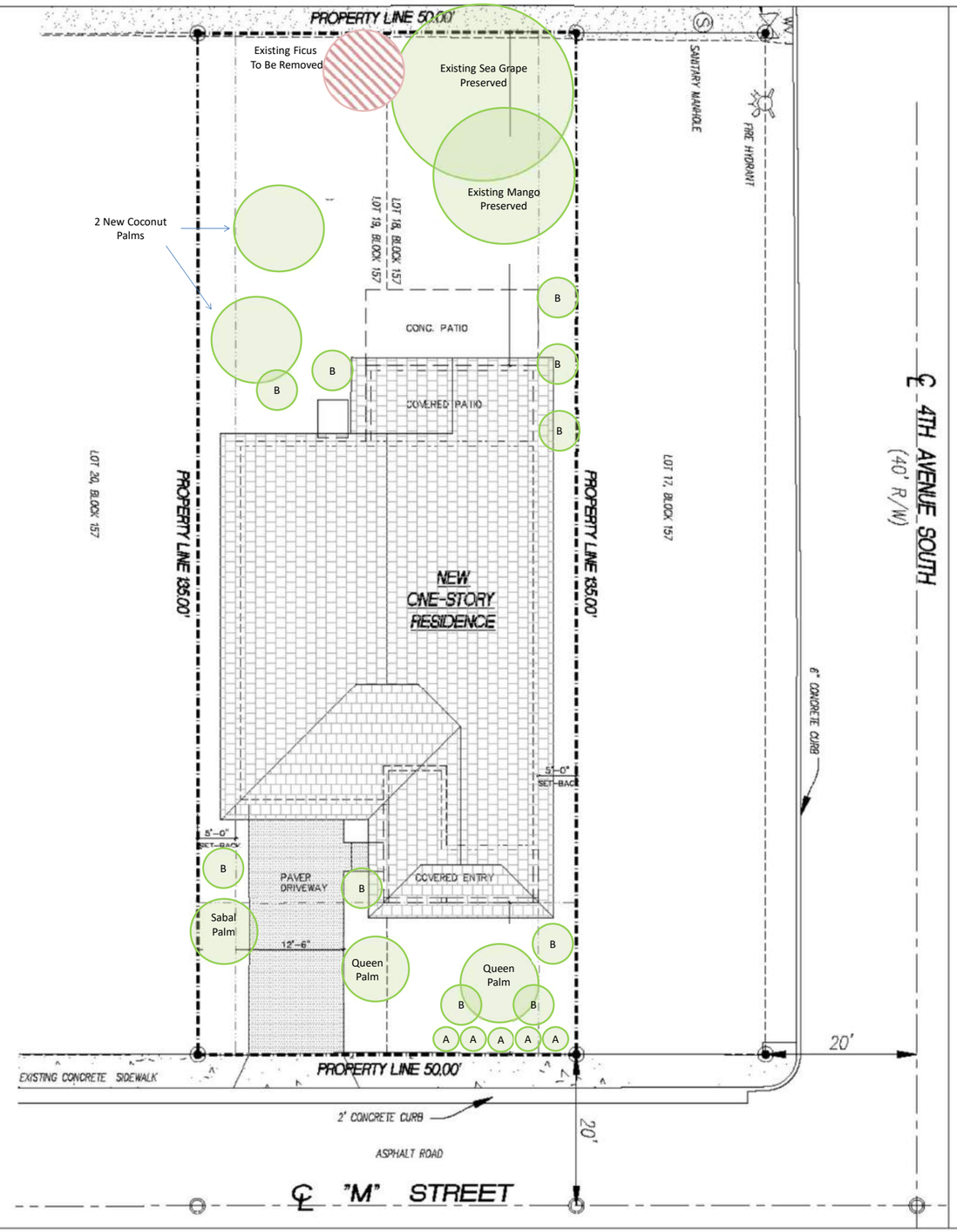
DATE NOVEMBER 15, 2018

SCALE AS SHOWN

SHEET E-1

ELECTRICAL PLAN

OF 7 SHEETS



NEW RESIDENCE FOR:
ROYALL BUILDING GROUP LLC

403 SOUTH M ST.
LAKE WORTH, FLORIDA

Existing Ficus to be removed

Existing Sea Grape – Preserved

Existing Mango – Preserved

403 S M St - Landscaping Data

	Quantity		Points
Existing Sea Grape Tree	1	Large Shade Tree	10
Existing Mango Tree	1	Large Shade Tree	10
Coconut Palm	2	12' Minimum	20
B - Allamonda Bush	5	Shrub	20
Points in Back Yard			50
Queen Palm	2	12' Minimum	10
Sabal Palm	1	12' Minimum	10
A - Dwarf Allamonda	5	Shrub	10
B - Allamonda Bush	5	Shrub	10
Points in Front Yard			50
Total Points			100
Points Required			100
Shade Trees Required	3		
Shade Trees Provided	5		

Base of trees and shrubs to be covered with appropriate landscape mulch. All other areas not otherwise landscaped to receive Bermuda Grass. Irrigation to be provided by rain water capture cistern to be provided with building plans.

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NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

LP – 1
Landscape Plan

OF SHEETS

Entrance Door – 42"x80" Single Light Impact
Smooth Star by Therma-Tru

Windows – HR710 Aluminum Impact
Winguard by PGT

12' x 7' Garage Door – 24 Gauge Steel
Clopay Flush Panel

Flat Concrete Tile Roofing – Boral Roofing
Bermuda Style – Boca White

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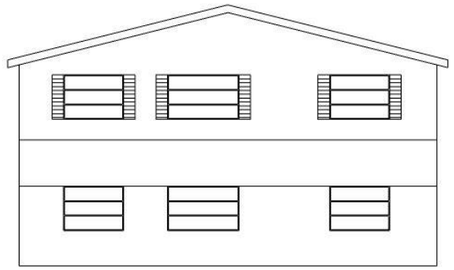
403 SOUTH M ST
LAKE WORTH, FLORIDA

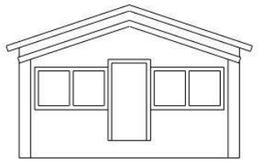
Royal Building Group, LLC

Historic
Compatibility

OF SHEETS



411 S M St
Existing Multi-Family



409 S M St
Existing Single Family

405 S M St
Existing Single Family

403 S M St - Proposed Residence

401 S M St – 25' Vacant Lot

411 S M St
Existing Multi-Family

409 S M St
Existing Single Family

Subject Property – Property on Both Sides Currently Vacant

520 S M St
Existing Single Family – Compatible Historic Home

310 S M St
Existing Single Family – Compatible Historic Home

$03 S M St
Existing Single Family – Across Street From Proposed Home

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NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

Historic
Compatibility

OF SHEETS

Isometric View including Neighboring Properties

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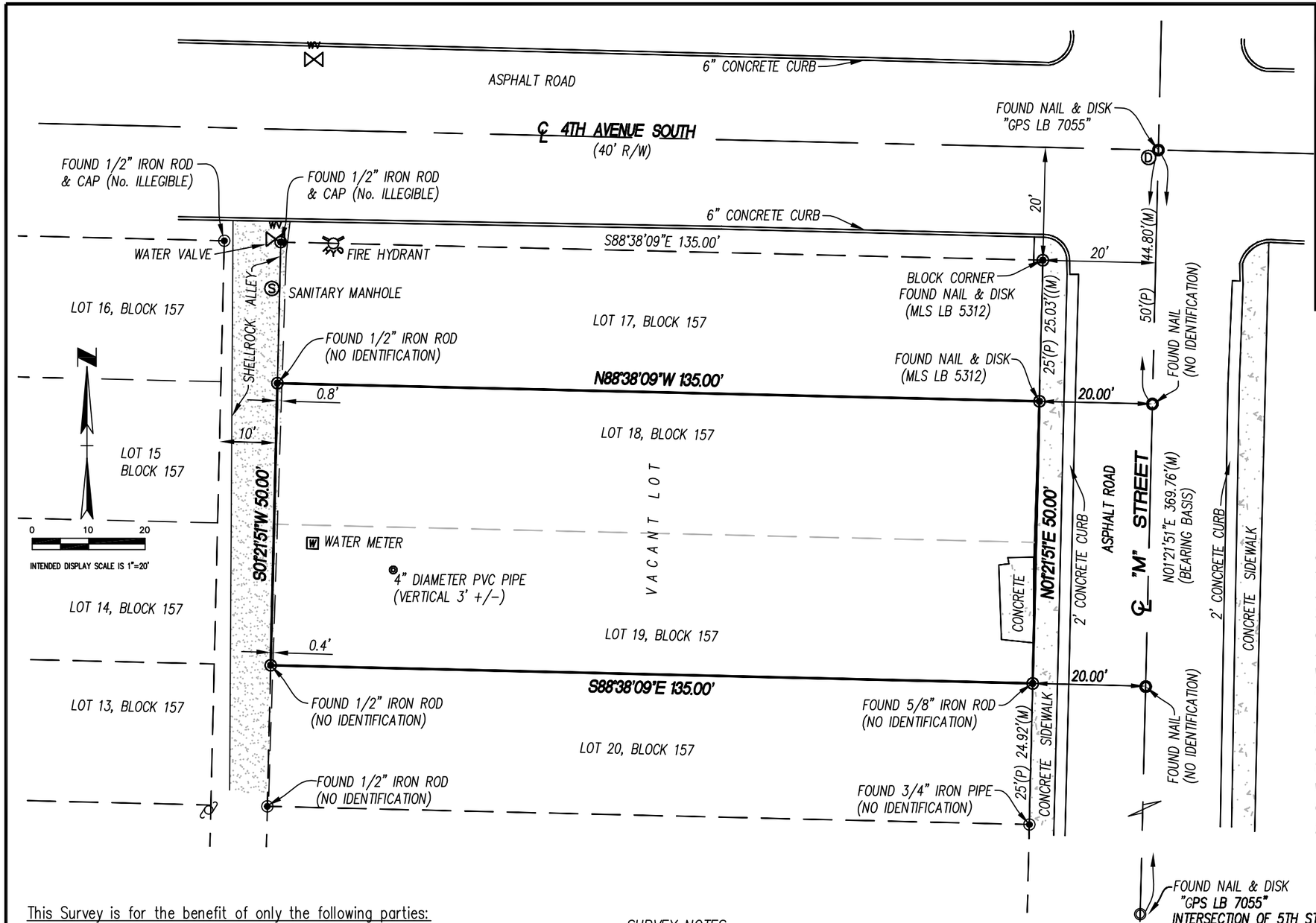
STEVEN BAUM ARCHITECT

NEW RESIDENCE FOR:
RBG LLC.
403 SOUTH M ST
LAKE WORTH, FLORIDA

Royal Building Group, LLC

Historic Compatibility

OF SHEETS



DESCRIPTION

LOTS 18 AND 19, BLOCK 157, IN THE TOWNSITE OF LUCERNE, ACCORDING TO THE PALM BEACH FARMS COMPANY PLAT No. 2, RECORDED IN PLAT BOOK 2, PAGES 29 TO 40 INCLUSIVE, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA. (THE TOWNSITE OF LUCERNE IS NOW KNOWN AS LAKE WORTH.)

SURVEYOR'S CERTIFICATION

This drawing and the prerequisite field survey have been prepared to conform with the applicable Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes and is based on documentary evidence as provided to the undersigned surveyor and existing field evidence. This certification is a statement of professional opinion and is not an expressed or implied warranty or guarantee. This survey is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this survey or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised embossed seal of the undersigned surveyor and reproduction of this drawing without the written permission of the undersigned surveyor is hereby forbidden.

This Survey is for the benefit of only the following parties:

1) ROYAL BUILDING GROUP LLC, a Florida limited liability company
2) CHICAGO TITLE INSURANCE COMPANY
3) HM NATIONAL TITLE SERVICES, INC.
4) HUDSON & MERINO, LLC

Date of Survey: JULY 11, 2015

Property Address:
403 SOUTH M STREET
LAKE WORTH, FL. 33460

LEGEND

	=	WOOD POWER POLE
CATV	=	CABLE TELEVISION BOX
A/C	=	AIR CONDITIONER
R/W	=	RIGHT OF WAY
℄	=	CENTERLINE
(P)	=	PLAT DIMENSION
(M)	=	FIELD MEASUREMENT

SURVEY NOTES

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS BASE: N01°21'51"E RELATIVE TO THE CENTERLINE OF SOUTH "M" STREET.
3. SUBJECT PARCEL IS LOCATED IN FLOOD ZONE C, PANEL No. 120213 0002 C, DATED 9/30/1982.
4. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
5. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS SURVEY IS NOT VALID.
6. UNDERGROUND IMPROVEMENTS, UTILITIES AND FOUNDATIONS ARE NOT LOCATED UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
9. SURVEY BASED ON LEGAL DESCRIPTION PROVIDED BY CLIENT.

Thomas E. Whidden
Professional Surveyor and Mapper
Florida License Number LS6225

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT J - DECISION CRITERIA FOR NEW CONSTRUCTION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Southeast Lucerne Local Historic District.

Section 23.5-4k(3) Additional guidelines for visual compatibility

All improvements to buildings, structures and appurtenances within a designated historic district shall be visually compatible. New buildings should take their design cues from the surrounding existing structures, using traditional or contemporary design standards and elements that relate to existing structures that surround them and within the historic district as a whole. Building design styles, whether contemporary or traditional, should be visually compatible with the existing structures in the district.

A. In approving or denying applications for certificates of appropriateness for new construction, the City shall also, at a minimum, consider the following additional guidelines which help to define visual compatibility:

(1) The height of proposed buildings shall be visually compatible and in harmony with the height of existing buildings located within the historic district.
Response: The proposed building is consistent with the height of other 1-story buildings surrounding the property, and is in harmony with the height of other historic properties in the district.

(2) The relationship of the width of the building to the height of the front elevation shall be visually compatible and in harmony with the width and height of the front elevation of existing buildings located within the district.
Response: The relationship of width to height of the building is atypical for the historic districts. The base of the structure is 40' wide, and the predominate roofline is a Boston-hip. Most masonry residential buildings in the districts have a series of low hipped roofs over the different passing elements or side gable roofs.

(3) The openings of any building within a historic district should be visually compatible and in harmony with the openings in buildings of a similar architectural style located within the historic district. The relationship of the width of the windows and doors to the height of the windows and doors in a building shall be visually compatible with buildings within the district.
Response: The proposed window openings do not utilize proportions typically found in the historic district. The horizontal slider type windows were not utilized historically, and generally do not have a similar width and height to historic window types. Additionally, the building does not have a distinguishable architectural style and does not relate to any similar style buildings in the district.

(4) The relationship of solids to voids in the front facade of a building or structure shall be visually compatible and in harmony with the front facades of historic buildings or structures located within the historic district. A long, unbroken facade in a setting of existing narrow structures can be divided into smaller bays which will complement the visual setting and the streetscape.
Response: The proposed elevations depict long expanses of unbroken façades, particularly on the north and south facades. Too few window openings are proposed on these elevations, leaving the façades bare and visually incongruent with historic properties that typically utilized large windows at regular intervals.

(5) The relationship of a building to open space between it and adjoining buildings shall be visually compatible and in harmony with the relationship between buildings elsewhere within the district.
Response: The proposal meets this criterion.

(6) The relationship of entrance and porch projections to sidewalks of a building shall be visually compatible and in harmony with the prevalent architectural styles of entrances and porch projections on buildings and structures within the district.
Response: The proposed design utilizes a covered front entry porch with decorative columns. The design still has minimal detailing and staff has recommended conditions of approval to address this concern.

(7) The relationship of the materials, texture and color of the facade of a building shall be visually compatible and in harmony with the predominant materials used in the buildings and structures of a similar style located within the historic district.
Response: The proposal meets this criterion. The exterior materials are compatible with similar structures in the districts.

(8) The roof shape of a building or structure shall be visually compatible and in harmony with the roof shape of buildings or structures of a similar architectural style located within the historic district.
Response: The structure prominently features a large hipped roof with 2'-0" deep eave overhangs on all sides. The hipped roof generates a broad body and roofline on the structure, which is atypical for single-family residential buildings in the district. The

clipped hip design has provided a slight relief to the massive appearance of the roof structure.

(9) Appurtenances of a building, such as walls, wrought iron, fences, evergreen, landscape masses and building facades, shall, if necessary, form cohesive walls of enclosures along a street to insure visual compatibility of the building to the buildings and places to which it is visually related.
Response: No fencing is being proposed at this time.

(10) The size and mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible and in harmony with the buildings and places to which it is visually related.
Response: The size and mass of the structure in relation to open spaces, windows, door openings, and the porch is not visually compatible. The proposed house is 2,361 sq. ft. and only has (5) windows on the entire structure. In the historic district, a structure that is half the size would likely have 2-3 times as many windows. Similarly, the front facing 1.5 car garage is not in harmony with the surrounding district.

(11) A building shall be visually compatible and in harmony with the buildings and places to which it is visually related in its directional character: vertical, horizontal or non-directional.
Response: The Applicant has provided a streetscape showing the building in relation to those buildings to the south of it. While the building's height is compatible, the width of the building paired with its roof type is not characteristic of neighboring properties.

(12) The architectural style of a building shall be visually compatible with other buildings to which it is related in the historic district, but does not necessarily have to be in the same style of buildings in the district. New construction or additions to a building are encouraged to be appropriate to the style of the period in which it is created and not attempt to create a false sense of history.
Response: The building does not utilize any type of discernable architectural style.

(13) Landscaping shall be compatible with the architectural character and appearance of the structure and of other buildings located within the historic district.
Response: The landscape plan will be reviewed by Staff at permitting in order to ensure compliance with the City's landscape Code.

(14) In considering applications for certificates of appropriateness to install mechanical systems which affect the exterior of a building or structure visible from a public right-of-way, the following criteria shall be considered:

(a) Retain and repair, where possible, historic mechanical systems in their original location, where possible.
Response: Not applicable to this project.

(b) New mechanical systems shall be placed on secondary facades only and shall not be placed on, nor be visible from, primary facades.

Response: Staff will ensure that any mechanical systems for the new building meet this criterion.

(c) New mechanical systems shall not damage, destroy or compromise the physical integrity of the structure and shall be installed so as to cause the least damage, invasion or visual obstruction to the structure's building materials, or to its significant historic, cultural or architectural features.
Response: Staff will ensure that any mechanical systems for the building meet this criterion.

(15) The site should take into account the compatibility of landscaping, parking facilities, utility and service areas, walkways and appurtenances. These should be designated with the overall environment in mind and should be in keeping visually with related buildings and structures.
Response: The application as proposed does meet the minimum parking requirements, although the location of the garage and the driveway is typically located to the rear of related structures. Most structures in the Southeast Lucerne Historic District utilize the rear alley for parking and vehicular access to the structure. There is also no walkway which adequately addresses the street.

B. In considering certificates of appropriateness for new buildings or structures which will have more than one primary facade, such as those on corner lots facing more than one street, the HRPB shall apply the visual compatibility standards to each primary facade.
Response: The above criteria and responses apply generally to primary façade facing South M Street. The north façade of the property is also readily visible from 4th Avenue South, as the parcel to the north is vacant land.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT F – CURRENT PHOTOS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **Project Number 20-00100006:** Consideration of a Certificate of Appropriateness (COA) for the construction of a new +/- 2,361 sq. ft. single-family structure at **403 South M Street**; PCN# 38-43-44-21-15-157-0180. The subject property is a vacant lot located in the Southeast Lucerne Local Historic District.

NOTICE
This property is being considered for a
HRPB Project # 20-00100006
COA - NEW CONSTRUCTION
SINGLE-FAMILY RESIDENCE
For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687

NOTICE
This property is being considered for a
HRPB Project # 20-00100006
COA - NEW CONSTRUCTION:
SINGLE-FAMILY RESIDENCE
For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

RE: **703 North K Street**

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department for Community Sustainability

TITLE: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure for the structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

Owner: Michael Coyle
703 North K Street
Lake Worth Beach, FL 33460

Agent: Wes Blackman, AICP
CWB Associates
241 Columbia Drive
Lake Worth Beach, FL 33460

BACKGROUND:

The single-family structure located at 703 North K Street was constructed c. 1946 in a Masonry Minimal Traditional architectural style. The structure is located on a corner lot, and has frontage on North K Street to east and 7th Avenue North to the south. Although the architect is unknown, the building was constructed by the original owner, Mr. William T. Ritney. The original architectural drawings are located within the City's property files and are included in this report in **Attachment C**. The architectural drawings for the structure illustrate a one-story residence of masonry construction with a smooth stucco finish, asbestos shingle gable roof, and steel divided light casement windows. The front façade featured a recessed front porch and a shallow roof overhang, which are typical features of Masonry Minimal Traditional structures. The original architectural plans also indicate the structure was designed with a rear porch that connected the main structure to a rear two-car garage. City permit records indicate substantial alterations to the structure over time, including permits for a roof replacement with asphalt shingles, garage door replacement, screening of the front porch, and window and door replacement. The structure was captured in the 2003 Northeast Lucerne Designation Report and classified as a non-contributing resource. Overall, the structure retains a moderate degree of historic integrity of location, setting, and design, and a moderate to low degree of historic materials.

REQUEST:

Certificate of Appropriateness: Addition and Exterior Alterations

The Applicant has submitted plans to enclose the existing two-car garage and construct a +/- 443 square foot 2nd-story addition to convert the existing single-family structure to a two-family structure. The proposed exterior alterations and addition are designed to be visually compatible with the existing structure by utilizing similar exterior finishes and openings. The converted garage and addition will utilize a smooth stucco exterior finish, aluminum impact single-hung, awning, and fixed windows with divided-light patterns, a French entry door, and an asphalt shingle gable roof with projecting dormers that utilize roll roofing due to the low slope. Site features will include a new fence and patio area fronting 7th Avenue North and four new parking spaces that will be accessed from the alley.

The property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District.

Dimension	**Required by Code**	**Existing or Proposed**
Lot size	5,000 sq. ft.	6,750 sq. ft.
Lot width	50'- 0"	50'-0"
Lot depth	n/a	135'-0"
Front setback	20'-0"	Existing: 30.8'
Side setback	10% of lot width = 5'-0" each side	North Existing: 10'-2" South Existing: 17'-8"
Rear setback	10% of lot depth = 13'-6"	Existing: 20'-0"
Height (SF-TF 14 Zoning)	30'-0"	Existing: 17'-8" Proposed: 18'-6"
F.A.R.[1]	0.50 max. (3,375 sq. ft.)	Proposed: 0.42 (2,802 sq. ft.)
Max. Building Coverage[2] for a Medium Lot	35.00% max. (2,363 sq. ft.)	35.95% (2,359 sq. ft.)
Impermeable Surface	55.00% (3,713 sq. ft.)	40.64% (2,743 sq. ft.)
Living Area	2nd dwelling unit shall be equal to or less square feet than first dwelling unit but at least 400 square feet	1,069 sq. ft.

[1] *Floor area ratio:* A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each land use category that determines the total gross square feet of all buildings as measured from each building's exterior walls based upon the actual land area of the parcel upon which the buildings are to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or the first three (3) levels of parking structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

[2] *Building lot coverage:* The area of a lot covered by the impervious surface associated with the footprint(s) of all buildings on a particular lot. Structured parking garages are exempt from building lot coverage.

Pursuant to LDR Section 23.4-10(f) Minimum parking requirements by use.

Principal Use	**Minimum Number of Parking Spaces**	**Proposed**
Two-Family Dwelling	2 spaces per unit **Total of 4 Parking Spaces**	4 (Off-Street) Parking Spaces

COMPREHENSIVE PLAN CONSISTENCY:

The project, as proposed, is generally consistent with the following Comprehensive Plan goal concerning future land use and housing:

Goal 1.4 Encourage preservation and rehabilitation of historic and natural resources and where appropriate restrict development that would damage or destroy these resources. (Objective 1.4.2)

Staff response: The proposed project will adaptively re-use a single-family structure and convert it to a two-family structure. The proposal will preserve the existing structure and propose exterior alterations that are compatible with the Masonry vernacular architectural style and the Northeast Lucerne Local Historic District. In addition, the second unit will add to the City's housing stock.

ANALYSIS:

Zoning and Comprehensive Plan Consistency

The proposed addition is consistent with all site data requirements in the City's Land Development Regulations and Comprehensive Plan. The addition as proposed would be conforming and meets the minimum off-street parking requirements, and would not require any variances. A determination to see if a landscape review will be required will be performed at permitting. The conversion of the single-family structure to a two-family structure also is permitted in the Single-Family Two-Family Residential (SF-TF 14) Zoning District.

Historic Preservation

Additions and exterior alterations within a local historic district are subject to specific criteria for visual compatibility as set forth in Section 23.5-4(k) of the City's historic preservation regulations. The criteria are provided in **Attachment B** and include Staff's response to each criterion. The criteria deal with massing, scale, materials, and design compatibility with the surrounding historic district.

The proposed alterations enclose the existing two-car garage and add +/- 443 square feet of living space in a second-story addition. The converted garage will accommodate a new living room, kitchen, and bathroom for the second unit. The existing enclosed rear porch will be converted to a dining area for the new unit, and the second story addition will contain two bedrooms and a bathroom. In total, the second unit will provide 1,069 square feet of living area.

The proposed design of the addition is a change in design from the existing structure, specifically in regards to the roofline but features compatible materials and treatments. The addition requires removal of the garage's existing roof to construct the addition. The orientation of the gable roof will be altered, resulting in a design where the gable end will front 7th Avenue North. The roof design is compatible with other Minimal Traditional structures found within the City's historic districts, which feature second-story dormers. The converted garage and addition will utilize a compatible stucco exterior finish, and compatible windows, doors, and roofing materials.

The project architect has largely responded to Staff's requests and has altered the design to ensure compatible openings were added to avoid long expanses of blank façade. Staff has included recommendations to further increase the overall visual compatibility of the project and consistency with the City's Historic Preservation Ordinance and the Historic Preservation Design Guidelines.

Public Comment
At the time of publication of the agenda, Staff has received no written public comment.

CONSEQUENT ACTION:
Approve the application; approve the application with conditions; continue the hearing to a date certain to request additional information; or deny the application.

Certificate of Appropriateness

If the Board chooses to approve the request for the **Certificate of Appropriateness** for exterior alterations and the residential addition, Staff suggests the following conditions:

1) All proposed exterior entry doors shall be compatible with the Masonry Minimal Traditional architectural style, and shall be subject to Staff review at permitting. The windows and doors shall be wood, wood-clad, aluminum, or fiberglass, and the windows shall utilize a historically compatible sill detail, subject to Staff review at permitting.
2) The windows shall be recessed in the wall, and shall not be installed flush with the exterior wall.
3) The windows shall utilize clear glass or glass with a clear Low-E coating. Tinted, highly reflective, grey, or colored glass shall not be used.
4) The doors may utilize clear glass, frosted, obscure glass, or glass with a clear Low-E coating. Tinted, highly reflective, grey, colored, etched, or leaded glass shall not be used.
5) The addition's smooth stucco shall match the stucco on the existing structure in application, coarseness, and texture.
6) The addition roof material shall match the dimensional asphalt shingles on the existing structure. The dormers may utilize roll roofing due to the low slope.

POTENTIAL MOTIONS:

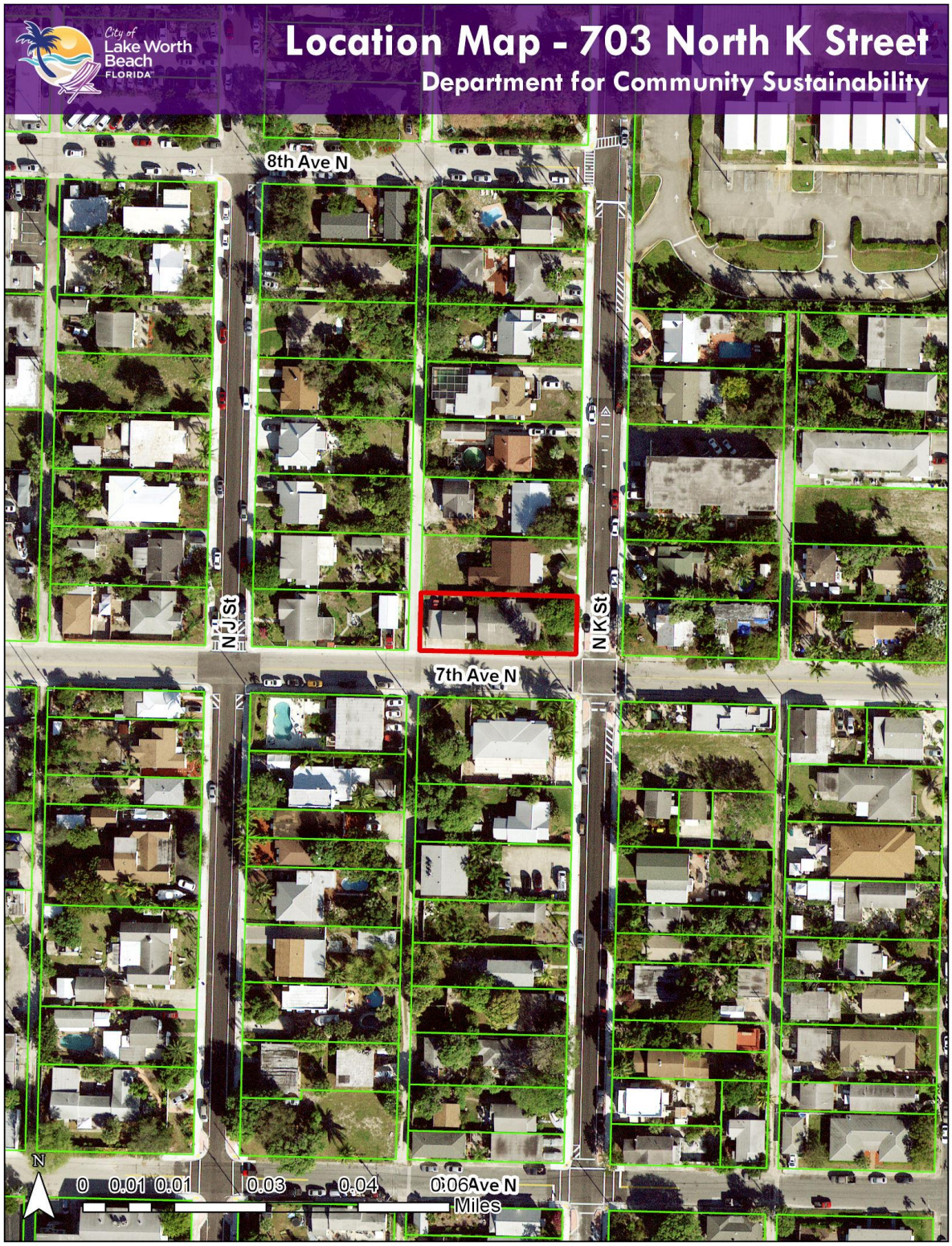
I MOVE TO **APPROVE** HRPB Project Number 20-00100008: Consideration of a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at **703 North K Street,** with the conditions as recommended by Staff, based upon the competent substantial evidence, and pursuant to the City of Lake Worth Beach Land Development Regulations, Section 23.5-4.

I MOVE TO **DENY** HRPB Project Number 20-00100008: Consideration of a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at **703 North K Street,** because the Applicant has not established by competent substantial evidence that the application is in compliance with the City of Lake Worth Beach Land Development Regulations Section 23.5-4, the Secretary of the Interiors Standards for the Rehabilitation of Historic Properties, and the City's Comprehensive Plan.

ATTACHMENTS:

A. Location Map – 703 North K Street
B. Decision Criteria for Additions
C. Property File Documentation
D. Current Photos
E. Proposed Architectural Plans
F. Applicant Justification Statement
G. Proposed Product Information

ATTACHMENT A



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT B - DECISION CRITERIA FOR ADDITIONS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

Section 23.5-4k(3) Additional guidelines for visual compatibility

All improvements to buildings, structures and appurtenances within a designated historic district shall be visually compatible. New buildings should take their design cues from the surrounding existing structures, using traditional or contemporary design standards and elements that relate to existing structures that surround them and within the historic district as a whole. Building design styles, whether contemporary or traditional, should be visually compatible with the existing structures in the district.

A. In approving or denying applications for certificates of appropriateness for new construction, the City shall also, at a minimum, consider the following additional guidelines which help to define visual compatibility:

(1) The height of proposed buildings shall be visually compatible and in harmony with the height of existing buildings located within the historic district.

Response: The proposed second-story addition is consistent with the height of other two-story buildings in the Northeast Lucerne Local Historic District.

(2) The relationship of the width of the building to the height of the front elevation shall be visually compatible and in harmony with the width and height of the front elevation of existing buildings located within the district.

Response: The new addition will add a second-story to existing garage, which will exceed the one-story height of the remainder of the building. The second-story addition is designed to be in harmony with the architectural style of the existing structure.

(3) For landmarks and contributing buildings and structures, the openings of any building within a historic district should be visually compatible and in harmony with the openings in buildings of a similar architectural style located within the historic district. The relationship of the width of the windows and doors to the height of the windows and doors in a building shall be visually compatible with buildings within the district.

Response: Not applicable, the structure was captured in the 2003 Northeast Lucerne Designation Report and classified as a non-contributing resource.

(4) The relationship of solids to voids in the front facade of a building or structure shall be visually compatible and in harmony with the front facades of historic buildings or structures located within the historic district. A long, unbroken facade in a setting of existing narrow structures can be divided into smaller bays which will complement the visual setting and the streetscape.

Response: The proposal avoids long expanses of broken facades on the first floor of the existing garage and second-floor addition.

(5) The relationship of a building to open space between it and adjoining buildings shall be visually compatible and in harmony with the relationship between buildings elsewhere within the district.

Response: The proposed addition adheres to setback requirements within the Land Development Regulations.

(6) The relationship of entrance and porch projections to sidewalks of a building shall be visually compatible and in harmony with the prevalent architectural styles of entrances and porch projections on buildings and structures within the district.

Response: The second unit is designed with an entrance fronting 7th Avenue North, which creates a relationship between the sidewalk and the structure.

(7) For landmarks and contributing buildings and structures, the relationship of the materials, texture and color of the façade of a building shall be visually compatible and in harmony with the predominant materials used in the buildings and structures of a similar style located within the historic district.

Response: Not applicable, the structure was captured in the 2003 Northeast Lucerne Designation Report and classified as a non-contributing resource.

(8) The roof shape of a building or structure shall be visually compatible and in harmony with the roof shape of buildings or structures of a similar architectural style located within the historic district.

Response: The addition requires the removal of the existing garage's roof. The orientation of the new second story gable roof front 7th Avenue North. Projecting dormers are proposed on the east and west sides of the new roofline. This design is a substantial alteration from the existing structure, but it is visually compatible with the remainder of the building and with neighboring buildings in the Northeast Lucerne Historic District.

(9) Appurtenances of a building, such as walls, wrought iron, fences, evergreen, landscape masses and building facades, shall, if necessary, form cohesive walls of enclosures along a street to insure visual compatibility of the building to the buildings and places to which it is visually related.

Response: Site features will include a new fence and patio area fronting 7th Avenue North. It is the analysis of Staff that the plans provided are consistent with the requirement noted above.

(10) For landmarks and contributing buildings and structures, the size and mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible and in harmony with the buildings and places to which it is visually related.

Response: Not applicable, the structure was captured in the 2003 Northeast Lucerne Designation Report and classified as a non-contributing resource.

(11) A building shall be visually compatible and in harmony with the buildings and places to which it is visually related in its directional character: vertical, horizontal or non-directional.

Response: The proposed addition is generally in harmony with the existing structure and to visually related structures.

(12) In considering applications for certificates of appropriateness to install mechanical systems which affect the exterior of a building or structure visible from a public right-of-way, the following criteria shall be considered:

(a) Retain and repair, where possible, historic mechanical systems in their original location, where possible.

Response: Not applicable to this project.

(b) New mechanical systems shall be placed on secondary facades only and shall not be placed on, nor be visible from, primary facades.

Response: At permitting, Staff will ensure the any new mechanical systems are not visible from the primary façade fronting North K Street and 7th Avenue North.

(c) New mechanical systems shall not damage, destroy or compromise the physical integrity of the structure and shall be installed so as to cause the least damage, invasion or visual obstruction to the structure's building materials, or to its significant historic, cultural or architectural features.

Response: Staff will ensure that any mechanical systems for the addition meet this criterion.

(13) The site should take into account the compatibility of landscaping, parking facilities, utility and service areas, walkways and appurtenances. These should be designated with the overall environment in mind and should be in keeping visually with related buildings and structures.

Response: Overall, the site design is compatible with visually related properties.

B. In considering certificates of appropriateness for new buildings or structures which will have more than one primary facade, such as those on corner lots facing more than one street, the HRPB shall apply the visual compatibility standards to each primary facade.

Response: The above criteria and responses apply to the portion of the addition visible from North K Street and 7th Avenue North.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT C – PROPERTY FILE INFORMATION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

REAL PROPERTY RECORD
CITY OF LAKE WORTH, FLORIDA

CARD No.

INDEX No.

DESCRIPTION

ADDRESS 701-703 North K Street

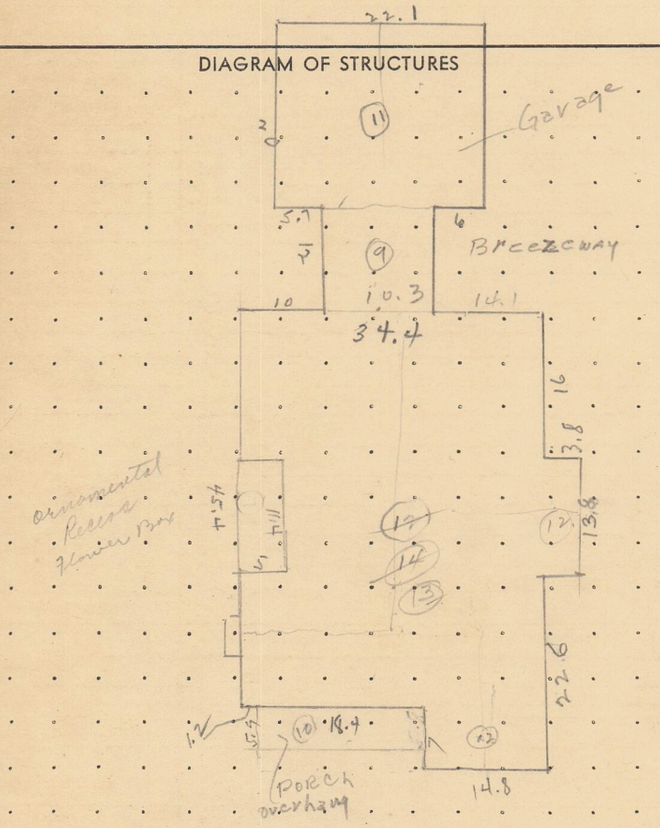
SEC.	TWP.	RGE.

Wm. Ritcey

Lot 16 Block 216 Townsite

	KIND OF STRUCTURE	CONSTRUCTION	USE	Cond.	Class	Type
A		CBS			E 10	
B		CBS	2-CAR		B 4 RD	
C						

DIAGRAM OF STRUCTURES



EXTERIOR FEATURES

	Foundation	Basement	EXTERIOR WALLS	ROOF TYPE	ROOF MATERIAL	EXT. FINISH	WINDOWS DOORS	PORCHES
A	Conc GRADE COND.	GRADE COND.	Stucco GRADE COND. A	Gable GRADE COND.	Asb Sh GRADE COND.	Paint GRADE COND.	Steel GRADE COND.	GRADE COND.
B	GRADE COND.	GRADE COND.	Stucco GRADE COND.	" GRADE COND.	" GRADE COND.	" GRADE COND.	GRADE COND.	GRADE COND.
C	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.

INTERIOR FEATURES

	Floor Type	Floor Material	INTERIOR WALLS	FINISH	TRIM	ATTIC
A	Double-~~Single~~ GRADE COND.	OAK GRADE COND. A	L+P GRADE COND. A	Paint GRADE COND. A	Full GRADE COND.	UNF. ✓ FIN. NO. ROOMS
B	Double-Single GRADE COND.	Cement GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS
C	Double-Single GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS

INTERIOR FEATURES

	PLUMBING TYPE	PLUMB. FIXTURES	HEATING	LIGHTING	TILE
A	Cop a F GRADE COND.	Shower & 6 NO. GRADE COND.	Fireplace GRADE COND.	NO. FIXT'S. GRADE COND.	FIREPLACE KITCHEN BATH
B	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	
C	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	

EQUIPMENT	A	B	C
ELEVATORS			
SPRINKLER SYS.			
SOLAR HEATER			
LAUNDRY TRAYS	2		
Air Conditioning			
STORM SHUTTERS			
INSULATED WALLS			
INSULATED ROOF			
GUTTER & Dn.-Spout			
TYPE OF WIRING			
REFRIGERATION	✓		
INDOOR BEDS			
SCREENED	✓		
WALKS			
BREEZEWAY	1		

BUILDING COMPUTATIONS

No.	SIZES	SQ. FT.	HT.	CU. F.	Rate	COST	% COND	AMOUNT
	34.4 x 45.4	1561.76	13	20302				
	14.8 x 7	103.60	12	1243				
	13.8 x 3	41.40	12	496				
1/2	18.4 x 5.9	54.28	10	543				
1/2	10.3 x 12	61.80	9	556				
		1823	12					
				23,140	35	8100		
	20 x 22.1		11					
		442	11	4862		850		

ROOMS			
LIVING	1		
DINING	1		
KITCHEN	1		
BED	3		
BATH	2		
LNDRY	1		

UNITS			
STORES			
OFFICES			
APARTMENTS			
GARAGES		1	

FIELDED BY: DATE

APPRAISED BY DATE

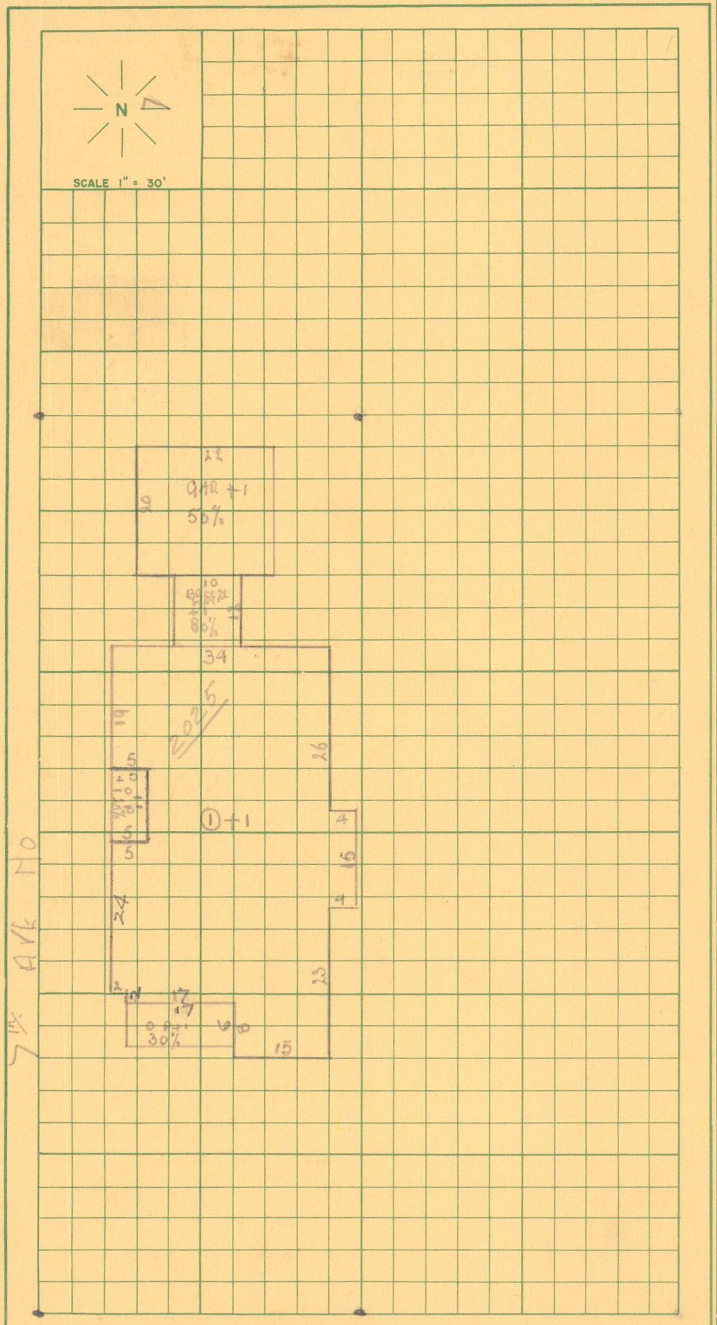
PHOTO A

PHOTO B

	STORIES	FLOORS	HT. IN FT.	YR. BUILT	YEAR REMODELED	ORIGINAL COST	ADDED COST	EST. LIFE	RATE NEW	Physical Deterioration	Obsolescence	Total Depreciation	% CONDITION
A			17										
B													
C													

HC - Plans, Sketch are

RESIDENTIAL
PROPERTY RECORD CARD
LAKE WORTH, FLORIDA



703 No. K St.
PROPERTY ADDRESS

PLOTTED	DRAWN BY S. H	DATE 1-20-56
RANDOM	CLASSED BY	DATE

HUNNICUTT AND ASSOCIATES, VALUATION ENGINEERS AND CONSULTANTS. STANDARD RPRC-1

CONSTRUCTION DATA

BUILDING	1	2	3	4
1. RES				
2.				
3.				
4.				
SUB-STRUCTURE				
Slab				
Piers				
Continuous Wall	O			
Conc. Bsmt. Floor				
Semifinished Bsmt.				
Bsmt. Living Qts.				
WALL FRAME				
Wood				
Conc. Block	O			
Tile				
Brick				
Stone				
Rf. Concrete				
SHEATHING				
Yes				
None	O			
EXTERIOR WALLS				
Unfinished				
Wood				
Roll				
Sheet				
Shingles				
Composition				
Metal				
Asbestos				
Stucco	O			
Com. Brick				
Face Brick				
Stone				
Notes				

BUILDING	1	2	3	4
ROOF				
Flat				
Shed				
Gable				
Hip	O			
Gambrel				
Roll				
Sheet				
Shingles	O			
Composition				
Metal				
Wood				
Asbestos	O			
Tile				
Slate				
Notes				
FLOORS				
Dirt				
Single				
Double	O			
Pine				
Hardwood	O			
Concrete				
Tile				
Terrazzo				
Notes				
INTERIOR WALLS				
Unfinished				
Wall Board				
Ceiling				
Plaster	O			
Panel Board				
Plywood				
Pine Panel				
Hardwood Pan.				
Notes				
FURRING				
Yes				
None				

BUILDING	1	2	3	4
ROOMS				
Res. Rooms				
Rental Units				
Efficiency Apts.				
___ Rm. Apts.				
___ Rm. Apts.				
Notes				
PLUMBING				
None				
1 Fixture Toilet				
2 Fixture Toilet				
2 Fixture Bath				
3 Fixture Bath	2			
4 Fixture Bath				
Tile Floor	2			
1/2 Tile Walls	2			
Full Tile Walls				
Notes				
HEATING				
None				
Chimney	O			
Fireplace	O			
Steam				
Hot Water				
Forced Hot Air				
Hot Air				
ELECTRICITY				
Yes	O			
None				
EQUIPMENT				
Vent. Fan				
Air Condition				
Insulation				

CARDS	MAP NO.	SEC.	TWP.	RNG.	PARCEL NO.
1/1	10/4	22	44	43	15

SUBDIVISION	BLOCK
TOWNSITE	216

LOTS OR DESCRIPTION: #16

NOTES

Bought for
$22,500
17 1956 1 MFD BY OWNER

NO.	STYS.	SH.	CLASS	AREA	RATE	FLATS	REPL. COST	DATE BUILT	COND.	ADJ.	VALUE
1	1	R	R5+	2382	3.43	330	8500	1946	85		7230

ACRES	QUANTITY – TYPE DESCRIPTION	DIMENSIONS SQUARE FEET	UNIT PRICE	D.F.	C.F.	PRICE PER FRONT FOOT	VALUE
		50x135	45 –	1 –		45 –	2250
		50	45 –		10	4 50	230

YEAR	VALUE 1956	VALUE 1966	VALUE 19	VALUE 19	VALUE 19	VALUE 19
LAND	1980	2480				
IMPRS.	14460	18080				
TOTAL	16440	20560				

20560

Permit No. 7176
Zone B
Fire Limit 3

APPLICATION FOR BUILDING PERMIT

CITY OF LAKE WORTH

Application is hereby made to the Building Inspector of the City of Lake Worth, for the approval of plans, in duplicate, herewith submitted including plot plan, for the erection of the building or buildings herein described. All provisions of the Building and Zoning Laws and Ordinances shall be complied with in the erection of said building or buildings, whether specified herein or not.

(Sign here) William T Ritcey

Lake Worth, Florida 18 JAN, 19 46

DETAILED STATEMENTS OF SPECIFICATIONS FOR THE ERECTION OF NEW BUILDINGS

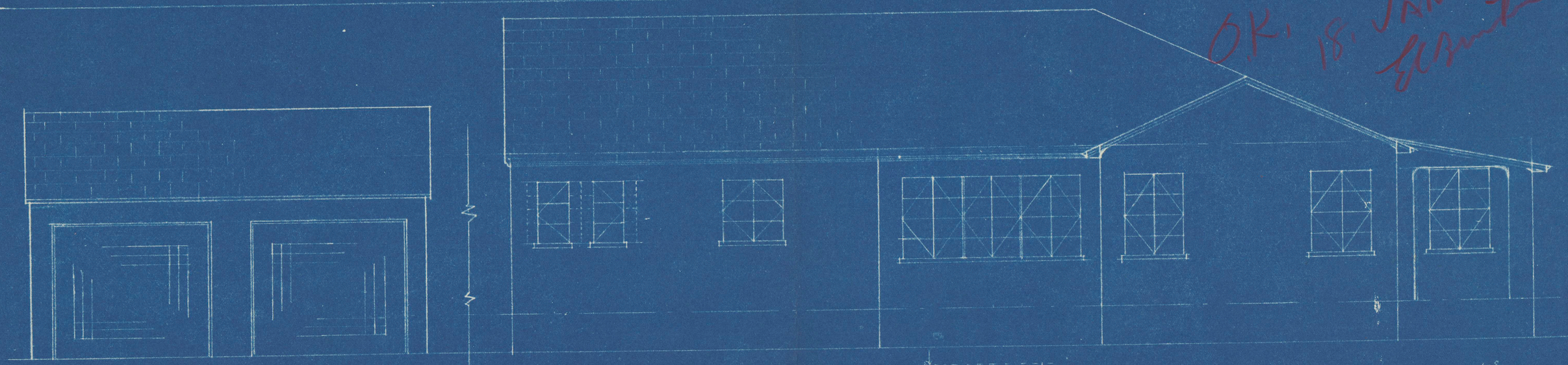
State buildings to be erected CBS. DWELLING No. of stories 1
Location of Bldg. 703 No K ST Lot 16 Block 216 Addn. TOWN
Occupancy 1 = FAMILY No. of rooms 6 & 2 BATHS
Size of lot: No. of feet frontage 50 Feet rear 50 Depth 135
Size of Bldg.: 38 X 84 Feet frontage 34' Feet rear 22 Depth 84
Build. set back: Front 35 Sides 5' MIN Rear 5' MIN
No. of feet in height from surface of ground to highest point of roof 16"
Height of 1st story 8' 2d 3d 4th
Size of foundation: Footing 9'X 16' Wall —
Material for foundation CONC REINF
Thickness of external walls: 1st story 8' 2d — 3d — 4th —
Size of girder or beam 4X10 (LIVING ROOM ARCH) set on —
Construction of chimneys —
With what materials walls to be coped —
Will roof be flat, pitched, or mansard? PITCH Material of roofing ASBESTOS SHINGLE
Size of joist or beams: 1st floor 2X8 2d — 3d — 4th —
Centers 1'-4"
Ceiling joist 2X6 Rafters 2X6 Centers 16"
Size of studding ~~2X4~~ Centers 16
Will there be any projection beyond building line? NO
Have you complied with State Workmen's Compensation Requirements? YES
Cost of building #9500
Remarks

Owner W T RITCEY Address 208 5TH AVE SO
Contractor SELF Address

Work was commenced on the within building on the 18 day of JAN 46
, 19 , and completed on the day of
, 19 ,

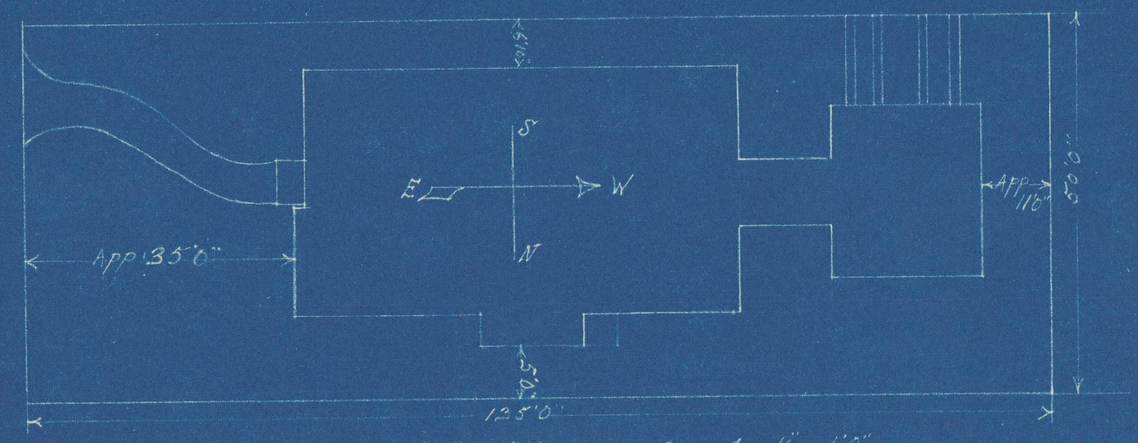
Respectfully,
E. C. Brooks
Inspector.

O.K. 18. JAN 46

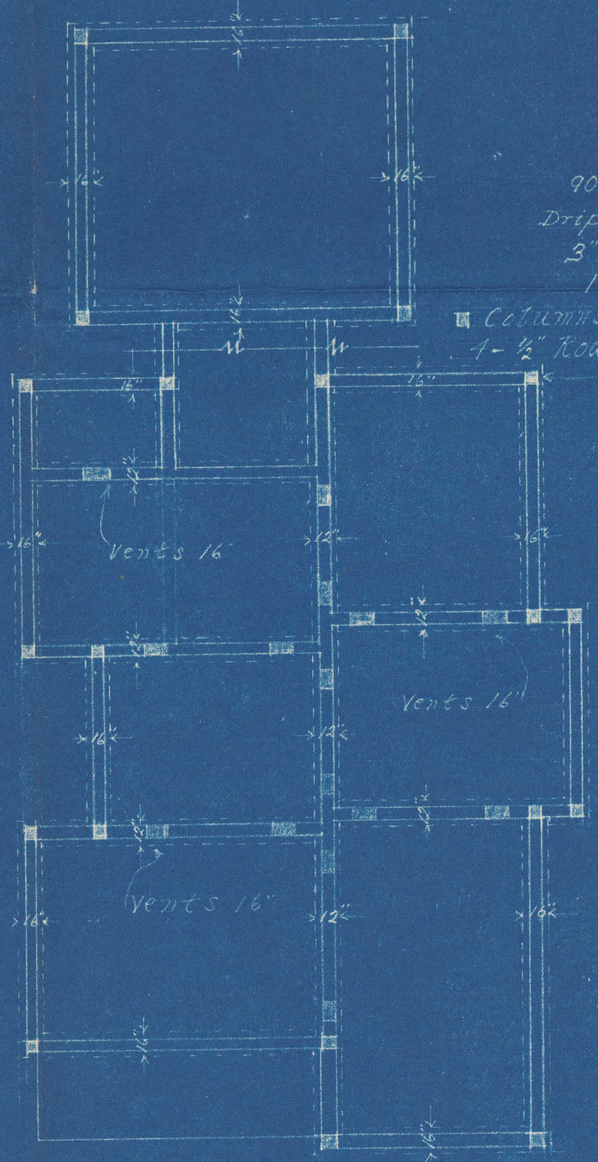


South Elevation

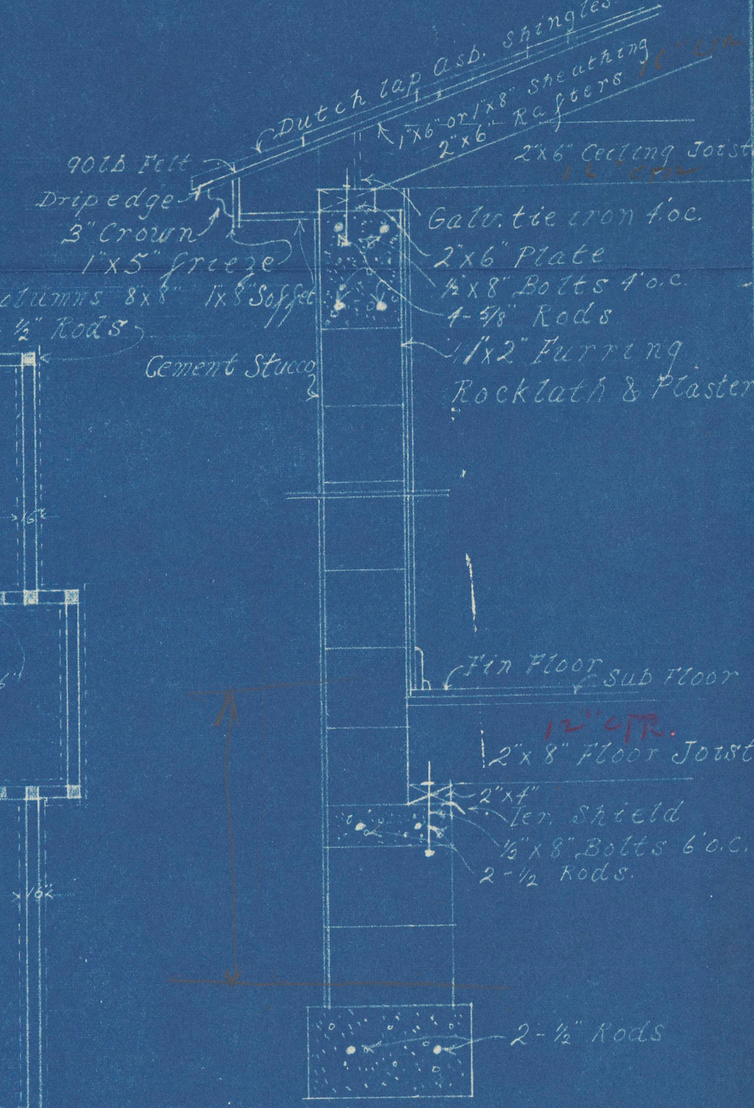
Front Elevation



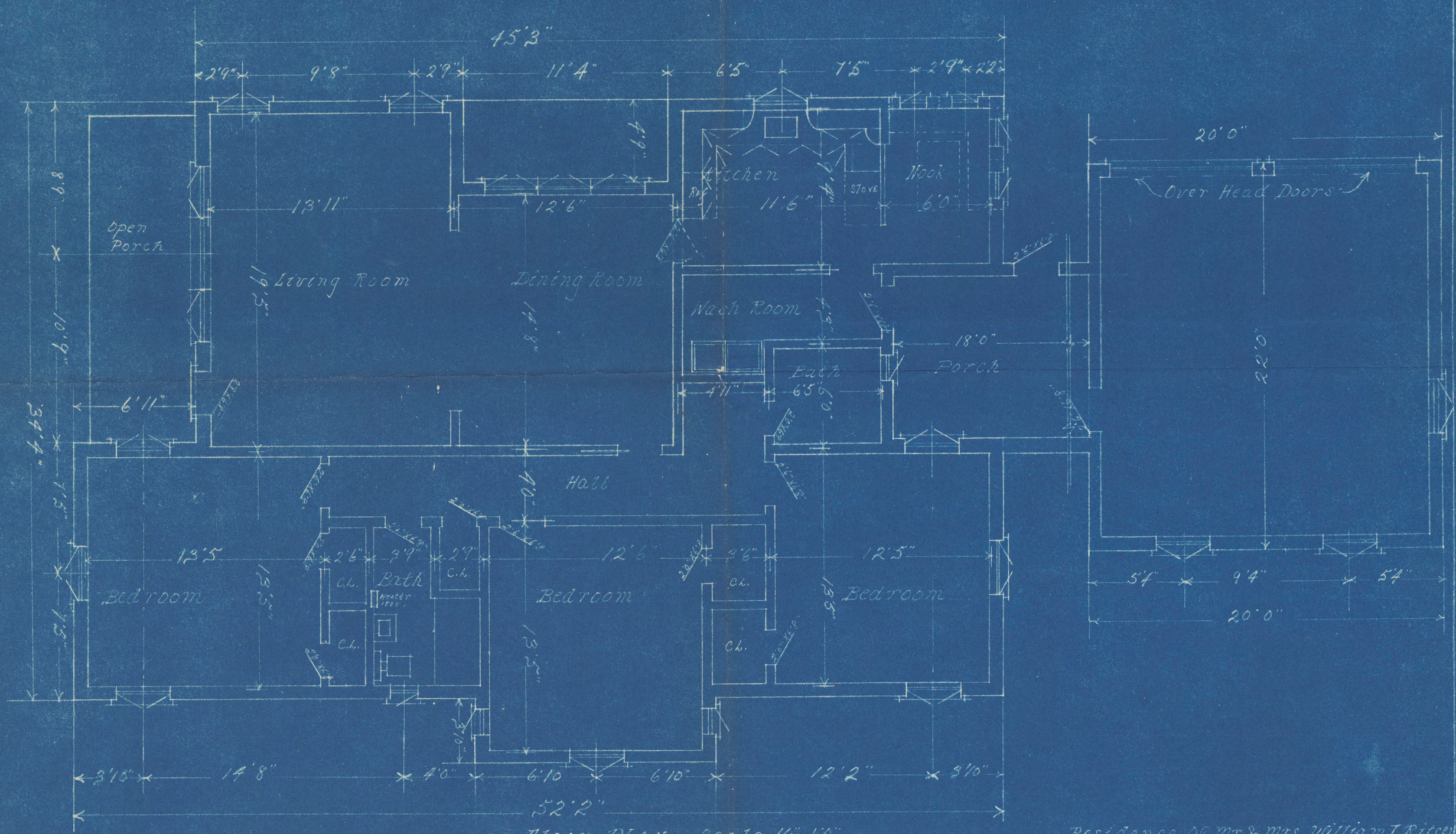
Plot Plan Scale 1/16-1'0"



Foundation Plan Scale 1/8"-1'0"



Section 1"-1'0"



Floor PLAN Scale 1/4" 1'0"

Residence of Mr & Mrs William T. Ritcey

3

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT D – CURRENT PHOTOS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

NOTICE
This property is being considered for a
HRPB Project # 20-00100008
COA - ADDITION and EXTERIOR
ALTERATIONS
For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687

SPEED LIMIT
25

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT E – PROPOSED ARCHITECTURAL PLANS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

703 "K" STREET - ENTRY DETAIL

703 "K" STREET - SOUTHEAST CORNER

PROJECT DATA TABLE		
SF-TF-14 (EX. BLDG. AREA PER PBC APPRAISER)	TOTAL	ALLOWABLE
EXISTING BUILDING SQUARE FOOTAGE	2,359 SF	
PROPOSED ADDITIONAL SQUARE FOOTAGE	443 SF	
TOTAL REVISED SQUARE FOOTAGE	2,802 SF	
LOT SIZE (MEDIUM LOT)	6,750 SF	
FAR	2,802 SF (42%)	3,375 SF (50%)
EXISTING IMPERMEABLE AREA	4,012 SF (59%)	3,713 SF (55%)
PROPOSED IMPERMEABLE AREA	2,743 SF (41%)	3,713 SF (55%)
EXISTING LOT COVERAGE	2,657 SF (39%)	2,363 SF (35%)
PROPOSED LOT COVERAGE *	2,359 SF (35%)	2,363 SF (35%)
WALL HEIGHT	17'-8" +/-	23'-0"
BUILDING HEIGHT (Existing 17'-9" +/-)	18'-6" +/-	30'

* EXISTING CARPORT TO BE REMOVED: -298 SF COVERAGE

PRODUCT INFORMATION

The Existing House is constructed oF CBS with stucco veneer. The second story addition will be built of frame construction with stucco finish to match the existing house. Roofing for the addition shall be composite 3-tab shingles to match the existing house, and the roof pitch will match that of the exiosting house as well.

Windows will be impact-rated aluminum with a Kynar finish to match the replacement windows already installed. They will have muntin bars in the pattern shown to reflect the existing windows.

SHEET INDEX

CERTIFICATE OF APPROPRIATNESS APPLICATION

H1.1 SITE PLAN
STREET VIEWS OF EXISTING DWELLING
PROJECT DATA
PRODUCT INFORMATION

H1.2 REMODEL & ADDITION PLAN
DOOR AND WINDOW SCHEDULE
SURVEY
PHOTOS OF EXISTING CONDITIONS

H1.3 BUILDING ELEVATIONS
PERSPECTIVE SKETCHES OF PROJECT

2ND STORY ADDITION

703 N. "K" ST.
LAKE WORTH BEACH
FL.

SF-TF-14 ZONE		
	ACTUAL	REQUIRED MIN.
FRONT SETBACK	20' (E)	20'-0"
SIDE SETBACK (10% of lot width)		
NORTH	17'-8" (E) +/-	5'-0"
SOUTH	10'-2" (E) +/-	5'-0"
REAR SETBACK (15' or 10% of lot depth)	13'-6" +/- (E)	15'-0" / 13'-6"

PROPOSED SITE PLAN
DATA
EXISTING PHOTOS

H1.1

GEOFFREY B. HARRIS
ARCHITECT
AR99020
605 N. LAKESIDE DR., #3
LAKE WORTH
FL.
33460
720.771.9276
gbharch@gmail.com

COMMENTS REVISION
23 JAUARY 2020

ISSUED:

COA APPLICATION
7 JANUARY 2020

SITE PLAN
SCALE: 1/8"=1'-0"

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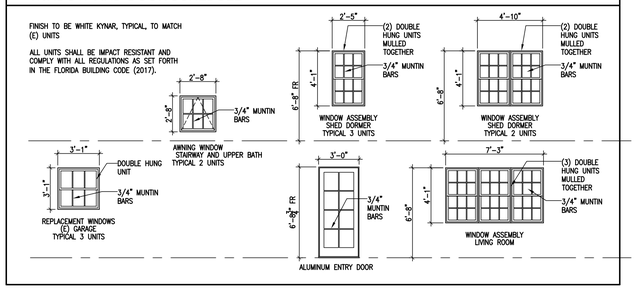
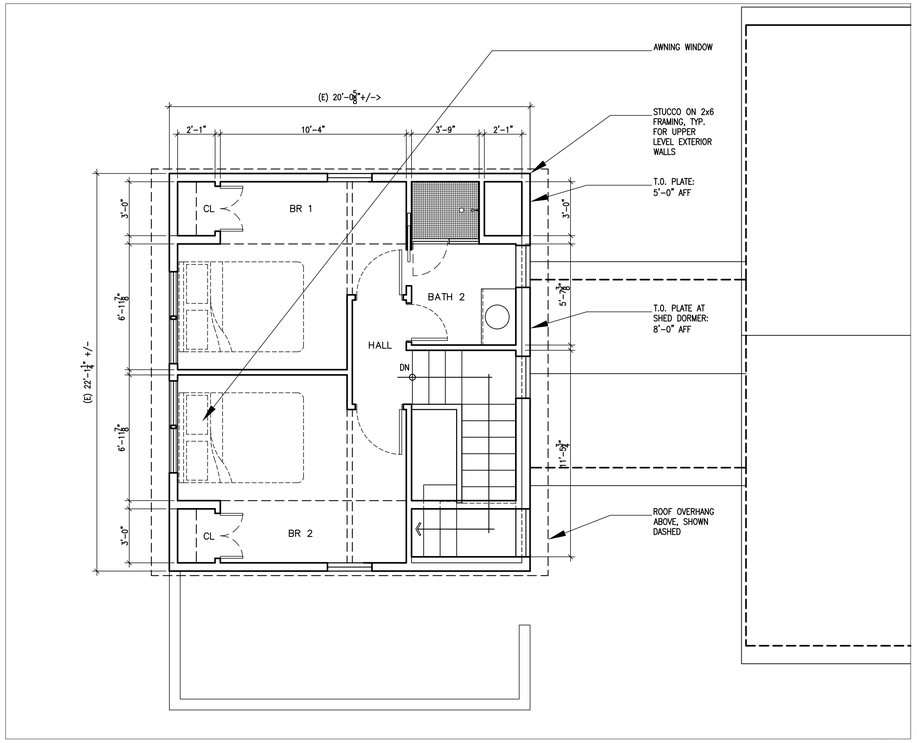
EXISTING HOUSE - SOUTH ELEVATION

WINDOW AND DOOR SCHEDULE

FINISH TO BE WHITE KYNAR, TYPICAL, TO MATCH (E) UNITS

ALL UNITS SHALL BE IMPACT RESISTANT AND COMPLY WITH ALL REGULATIONS AS SET FORTH IN THE FLORIDA BUILDING CODE (2017).



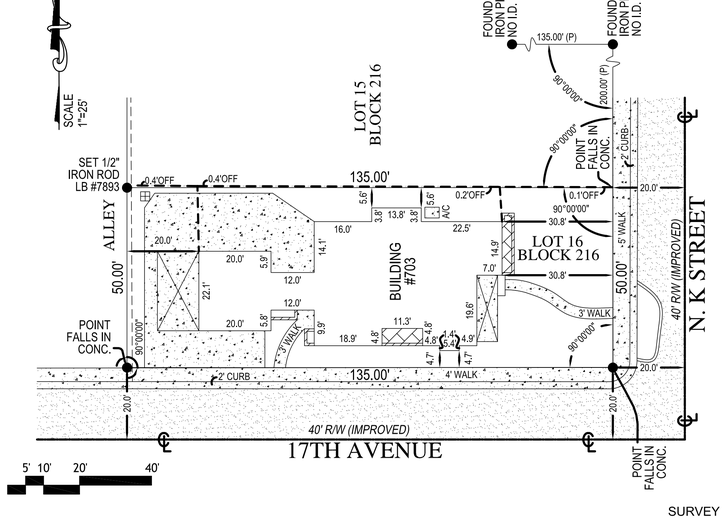


UPPER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

EXISTING CONTEXT - 703 & 707 "J" STREET EAST ELEVATIONS

PROPOSED CONTEXT - 707 "J" STREET EAST ELEVATION

"STREETVIEW" LOOKING NORTHWEST AT INTERSECTION OF 7TH AVE. AND n. "J" ST.

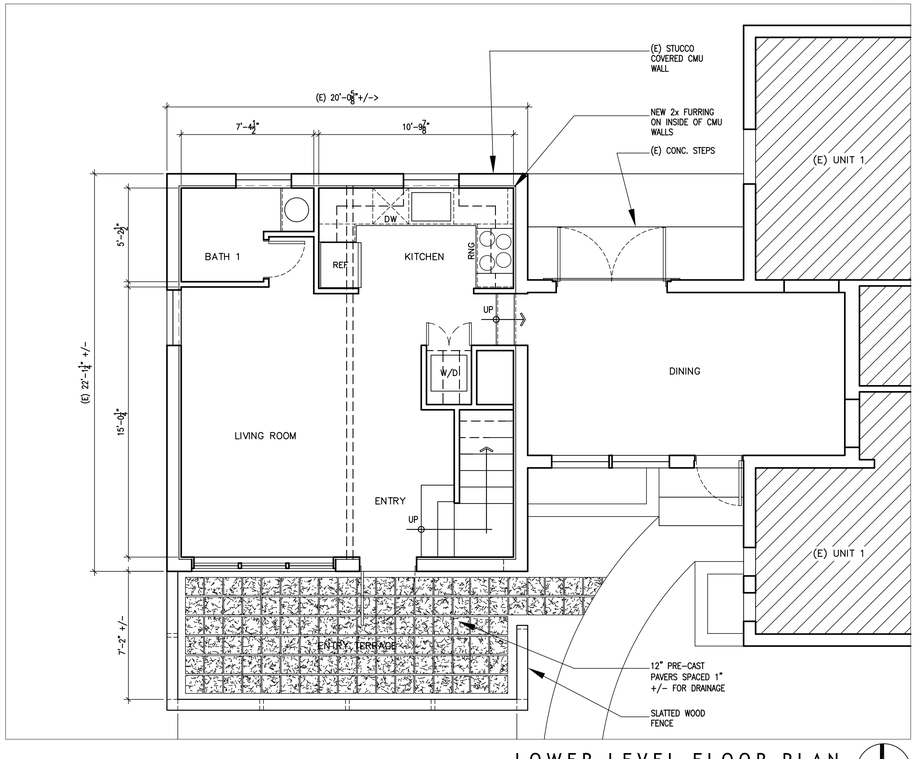


SURVEY

PROPOSED ELEVATION LOOKING NORTHWEST AT INTERSECTION OF 7TH AVENUE AND N. "J" ST.

EXISTING CONTEXT - 17TH AVE. LOOKING NORTHEAST

EXISTING CONTEXT - SOUTHWEST CORNER AT ALLEY AND 7TH AVENUE



LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

2ND STORY ADDITION

703 N. "K" ST.
LAKE WORTH BEACH
FL.

FLOOR PLANS
SURVEY
DOOR / WDW. SCHEDULE
EXISTING CONDITIONS

H1.2

GEOFFREY B. HARRIS
ARCHITECT
AR99020
605 N. LAKESIDE DR., #3
LAKE WORTH
FL.
33460
720.771.9276
gbharch@gmail.com

COMMENTS REVISION
23 JAUARY 2020

ISSUED:

COA APPLICATION
7 JANUARY 2020

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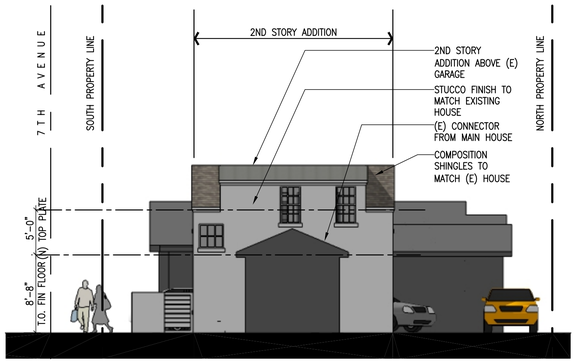
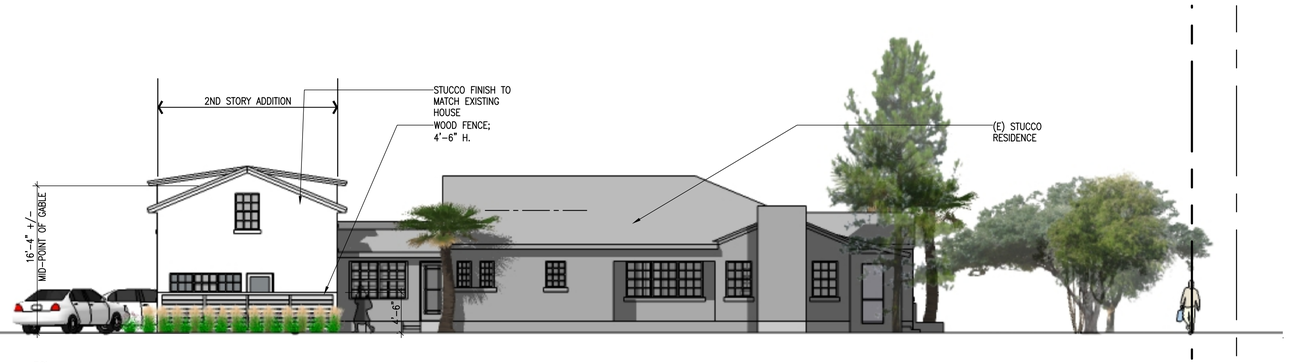


EAST REMODEL ELEVATION

SCALE: 1/8"=1'-0"



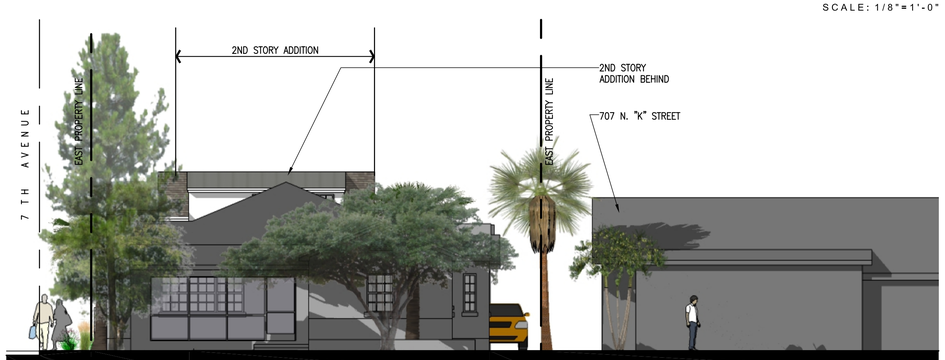
SOUTH (7TH AVENUE) ELEVATION

SCALE: 1/8"=1'-0"

1' 5' 10' 20' 50'

INTERSECTION @ "K" AND 17TH AVENUE

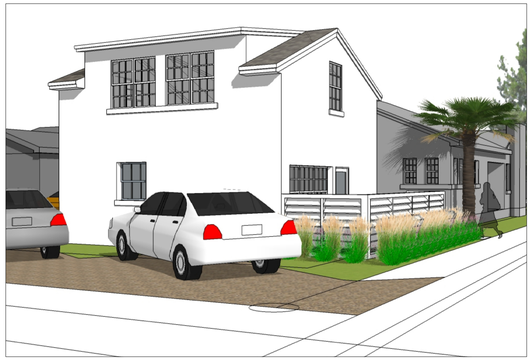
"K" STREET - NORTHEAST



"K" ST. (EAST) ELEVATION

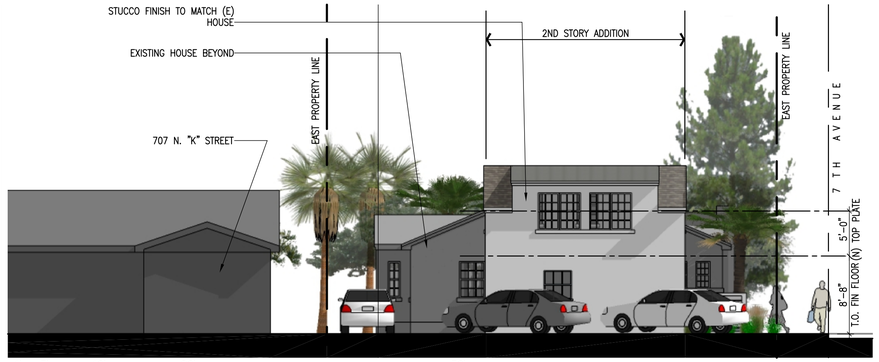
SCALE: 1/8"=1'-0"

1' 5' 10' 20' 50'



ALLEY / 7TH AVENUE LOOKING NORTHEAST

SOUTHWEST PERSPECTIVE



ALLEY (WEST) ELEVATION

SCALE: 1/8"=1'-0"

1' 5' 10' 20' 50'

SOUTHEAST PERSPECTIVE

NORTH ELEVATION

SCALE: 1/8"=1'-0"

1' 5' 10' 20' 50'

2ND STORY ADDITION

703 N. "K" ST.
LAKE WORTH BEACH
FL.

BUILDING ELEVATIONS PERSPECTIVES

H1.3

GEOFFREY B. HARRIS
ARCHITECT
AR99020
605 N. LAKESIDE DR., #3
LAKE WORTH
FL.
33460
720.771.9276
gbharch@gmail.com

COMMENTS REVISION
23 JAUARY 2020

ISSUED:

COA APPLICATION
7 JANUARY 2020

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DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT F – APPLICANT JUSTIFICATION STATEMENT

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

Criteria for Granting Certificates of Appropriateness (Section 23.5-4(k)1)

Project Description

The subject property consists of a single family residential structure with an attached garage. Another unit, permitted through existing zoning, would be added through conversion of the current garage space. An additional story, reorientation of the ridge and roof gables, allows for the addition of a second floor over the garage. Two dormers with shed roofs open to the east and west. Access to the second story would be through an interior stair. A walled patio area would be constructed on the south side of the garage wall for the benefit of the new residential unit.

In approving or denying applications for certificates of appropriateness, the City shall, at a minimum, consider the following general guidelines:

A. What is the effect of the proposed work on the landmark or the property upon which such work is to be done?

Response: The effect of the proposed work on this non-contributing structure is minimal. It amounts to the addition of a second floor over the existing garage, a reorientation of the gables and ridge of the roof.

B. What is the relationship between such work and other structures on the landmark site or other property in the historic district?

Response: The extent of the alterations would be to the existing garage portion of the building, off of a public alley. There are other accessory buildings and garages which share alley access and are in one or two story configurations within the historic district.

C. To what extent will the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture, materials and color of the landmark or the property be affected?

Response: The changes proposed here are in keeping with the historic, architectural style, design, arrangement, texture and color of the overall property within the historic district.

D. Would denial of a certificate of appropriateness deprive the property owner of reasonable beneficial use of his property?

Response: It would deny the owner the ability to have a second residential unit on the property which is allowed under the current land use and zoning designations.

E. Are the applicant's plans technically feasible and capable of being carried out within a reasonable time?

Response: Yes, the applicant's plans are technically feasible and capable of being carried out within a reasonable time.

F. Do the plans satisfy the applicable portions of the general criteria contained in the United States Secretary of the Interior's Standards for Rehabilitation then in effect or as they may be revised from time to time? The current version of the Secretary's Guidelines provides as follows:

> (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
>
> **Response: The use will remain the same and changes to the structure will be minimal so that the property can accommodate another residential unit.**
>
> (2) This historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
>
> **Response: The project as proposed will retain and preserve the historic character of the property.**
>
> (3) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
>
> **Response: It is entirely feasible that the proposed addition could have existed at the time of the original construction. The slightly different roof configuration contrasts well with the existing architecture.**
>
> (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
>
> **Response: Acknowledged.**

(5) Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

Response: Acknowledged.

(6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or because the different architectural elements from other buildings or structures happen to be available for relocation.

Response: Acknowledged.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means least likely.

Response: Acknowledged.

(8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Response: Acknowledged.

(9) New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new construction shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.

Response: The alterations anticipated here are compatible with the massing, size, scale and architectural features which protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such manner that, if removed in the future, the essential form and integrity of the historic building and its environment would be unimpaired.

Response: The essential form and integrity of the historic building and its environment would be unimpaired.

G. What are the effects of the requested change on those elements or features of the structure which served as the basis for its designation and will the requested changes cause the least possible adverse effect on those elements or features?

Response: The existing structure is identified as a non-contributing resource in the historic district. The addition proposed here will do nothing to impact the features of the structure so that it could eventually be classified as a contributing resource.

H. Such other supplemental guidelines for restoration and rehabilitation of historic properties which the HRPB may from time to time adopt.

Response: Acknowledged.

Additional Guidelines for Alterations (Section 23.5-4(k)2)
In approving or denying applications for certificates of appropriateness for alterations, the City shall also consider the following additional guidelines:

A. Is every reasonable effort being made to provide a compatible use for a property that requires minimal alteration of the building, structure or site and its environment, or to use the property for its originally intended purpose?

Response: The use of the property will remain unchanged and will improve its appeal for occupants of the residential units on the property.

B. Are the distinguishing original qualities or character of a building, structure or site and its environment being destroyed? The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible.

Response: The distinguishing original qualities or character of a building, structure or site and its environment are not being destroyed. If anything, the proposed changes enhance the original qualities present.

C. When a Certificate of appropriateness is requested to replace windows or doors, the HRPB or development review officer, as appropriate, shall permit the property owner's original design when the City’s alternative design would result in an increase in cost of thirty percent (30%) above the owner's original cost. The owner shall be required to demonstrate to the City that:

(1) The work to be performed will conform to the original door and window openings of the structure; and
(2) That the replacement windows or doors with less expensive materials will achieve a savings in excess of thirty (30) percent over historically compatible materials otherwise required by these LDRs.
(3) If the applicant avails himself of this paragraph, the materials used must appear to be as historically accurate as possible.

Response: Not applicable.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT G – PROPOSED PRODUCT INFORMATION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 20-00100008:** Consideration of a request for a Certificate of Appropriateness (COA) for exterior alterations and construction of a +/- 443 square foot residential addition to convert the existing single-family structure to a two-family structure located at 703 North K Street; PCN# 38-43-44-21-15-216-0160. The subject property is located in the Single-Family Two-Family Residential (SF-TF 14) Zoning District and the Northeast Lucerne Local Historic District.

WinGuard®

ALUMINUM
IMPACT

PGT WinGuard® ALUMINUM

Re-engineered to be the very best.

INTRODUCING THE LATEST FROM THE ENGINEERS AT PGT.

Our WinGuard® Aluminum Single Hung and Horizontal Roller windows have been re-imagined to achieve some of the largest sizes and highest design pressures in the industry. The contemporary frame profile, integrated locks, and equal glass sight lines are just some of the many new features.

FEATURES

- Contemporary design that maximizes your view
- Withstands some of the toughest wind speeds that homes and businesses experience
- Among the largest sizes in the industry
- Stainless-steel assembly screws are now standard

Single Hung *(SH7700A)*

FLEXIBLE DESIGN

- Radius Top and ProView/Oriel

EASY OPENING AND CLOSING

- Heavy-duty balance system

LOW-PROFILE SWEEP LOCK

- Know immediately if the window is unlocked for an added level of security
- Maximizes the view

REMOVABLE SASH DESIGN

- Clean the exterior part of the window more easily

OPTIONAL HARDWARE

- Patented bottom lock with visual lock/unlock design
- Vent latch that allows fresh air to enter the room without opening the window completely
- Window Opening Control Device that delivers a deeper level of safety and security

Built to fit your style.

Standard Features

PGT® WinGuard® Aluminum products come standard with clear laminated glass and a white frame, ideal for new construction and remodeling projects. Operable windows also include a convenient mesh screen.

STANDARD INTERIOR AND EXTERIOR FRAME COLOR

White

Paint Finish

POWDER-COATED

In addition to beauty and effortless protection, PGT WinGuard® Aluminum windows are equipped with a powder-coat paint finish that delivers exceptional benefits.

- Resists fading from exposure to natural elements
- Maintains excellent quality with thicker coatings and identical colors from batch to batch
- Withstands scratching and corrosion from heat, light, and moisture exposure
- Protects the environment with a 100% solvent-free finish that does not contain harsh or toxic metals

Grid Styles

RAISED / FLAT GRIDS

- 1" -wide raised muntin applied to exterior
- 1" -wide flat bar applied to interior

FLAT GRID

- 9/16" -wide flat grid between the glass

WINDOWS

Casement *(CA740)*

MODULAR DESIGN

- Single unit hinged for opening either left or right
- Double unit hinged for opening: one left, one right
- Triple unit hinged for opening: one left, one right, fixed center unit
- Matching Awning and Fixed Lite Picture Window

MULTI-POINT LOCKING SYSTEM

- Provides added strength and security

OPTIONAL WASHABLE HINGE

- For easy cleaning from inside the home

OPTIONAL FOLDAWAY HANDLE

- Will not interfere with your window treatments

CASEMENT

Awning *(AW740)*

MODULAR DESIGN

- Hinged along the top
- Individual vent units can be mulled vertically or horizontally for custom configurations
- Matching Casement and Fixed Lite Picture Window

MULTI-POINT LOCKING SYSTEM

- Provides added strength and security

AWNING

PICTURE WINDOW

Fixed Lite Picture Window / Architectural *(PW/AR7720A)*

FIXED (NON-OPERABLE) WINDOWS

- Often used as accent windows

MAXIMIZES THE VIEW

- Fills the room with a substantial amount of light
- Serves as a standalone or companion window

POPULAR FIXED LITE ARCHITECTURAL SHAPES

Half Circle | Eyebrow | Trapezoid | Arch

CASEMENT PICTURE WINDOW

Fixed Lite Casement Picture Window *(PW740)*

FIXED (NON-OPERABLE) WINDOWS

- Often used as accent windows

MODULAR DESIGN

- Matching Casement and Awning

MAXIMIZES THE VIEW

- Provides maximum amount of light
- Serves as a standalone or companion window

DOORS

Essential French Door
(FD101H)

EASY OPENING
- Heavy-duty hinge supports the weight of the door

MODULAR DESIGN
- Fill large openings with matching sidelites that provide additional light

CONCEALED 2-POINT LOCKING SYSTEM
- Provides added strength and security

PREPPED FOR INDUSTRY-STANDARD HARDWARE
- Accommodates an array of handle and deadbolt hardware

ESSENTIAL FRENCH DOOR

Preferred French Door
(FD750)

EASY OPENING
- Heavy-duty piano hinge supports the weight of the door

3-POINT, STAINLESS-STEEL LOCKING SYSTEM
- Provides added strength and security

PREPPED FOR EUROPEAN-STYLE HARDWARE
- Accommodates the architectural design of any home

MODULAR DESIGN
- Fill large openings with matching sidelites that provide additional light

PREFERRED FRENCH DOOR

XT™ 30IR, XT™ 25
TRADITIONAL SHINGLES

XT 30 IR, shown in Weathered Wood

Long-Lasting Performance

When it comes to weathering the elements, XT 30 (Impact Resistant) and XT 25 are at the top of their class. Both are built on a super tough fiberglass base for exceptional durability and XT 30 IR meets UL 2218 Class 4 impact resistance.

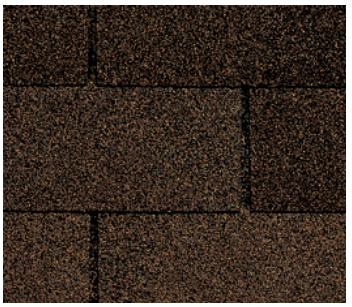
XT 30 IR

- **230 lb. per square**
- **30-year limited transferable warranty** against manufacturing defects
- STREAKFighter® **10-year algae resistance**
- **5-year SureStart™ protection**
- **5-year 70 MPH Wind Warranty**
- **UL 2218 Class 4 Impact resistance**

XT 25

- **203 lb. per square**
- **25-year limited transferable warranty** against manufacturing defects
- STREAKFighter® **10-year algae resistance**
- **5-year SureStart™ protection**
- **5-year 60 mph wind warranty**

XT 30 IR & XT 25 COLOR PALETTE

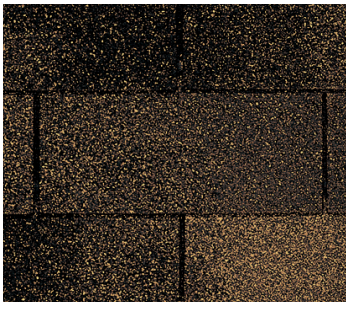

Burnt Sienna (XT 25 , XT 30 IR)

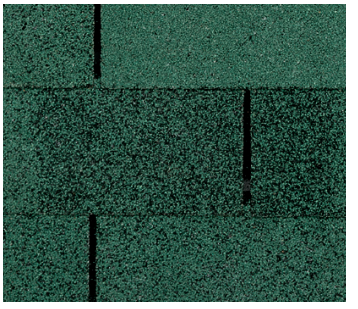
Cobblestone Gray (XT 25)

Colonial Slate (XT 25)

Max Def Weathered Wood (XT 30 IR)

Georgetown Gray (XT 25)


Heather Blend (XT 25 , XT 30 IR)


Hunter Green (XT 25)

Silver Birch (XT 25)

Moiré Black (XT 25 , XT 30 IR)

Resawn Shake (XT 25 , XT 30 IR)

Shenandoah (XT 30 IR)

Star White (XT 25)

Tile Red Blend (XT 25)

Weathered Wood (XT 25 , XT 30 IR)

XT 30 Impact Resistant, XT 25, available in areas shown

NOTE: Due to limitations of printing reproduction, CertainTeed can not guarantee the identical match of the actual product color to the graphic representations throughout this publication.

CertainTeed SAINT-GOBAIN

CertainTeed Corporation

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MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
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www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

PGT Industries, Inc.
1070 Technology Drive
North Venice, FL 34275

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

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This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.-

DESCRIPTION: Series "AW-740" Aluminum Awning Window - L.M.I.

APPROVAL DOCUMENT: Drawing No. **MD-AW740LM**, titled "Awning Window Details - LM & SM", sheets 1 through 11 of 11, dated 08/08/12, with revision C dated 05/25/17, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

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INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA **revises and renews NOA# 16-0714.23** and consists of this page 1 and evidence pages E-1 and E-2, as well as approval document mentioned above.

The submitted documentation was reviewed by **Manuel Perez, P.E.**

MIAMI-DADE COUNTY APPROVED

4/16/18

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
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This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.-

DESCRIPTION: Series "SH7700A" Aluminum Single Hung Window – L.M.I.

APPROVAL DOCUMENT: Drawing No. **7700NOA-1**, titled "Aluminum Single Hung Install (LM)", sheets 1 through 11 of 11, dated 04/01/18, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E., bearing the Miami-Dade County Product Control Approval stamp with the Notice of Acceptance number and approval date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

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This NOA consists of this page 1 and evidence pages E-1 and E-2, as well as approval document mentioned above.

The submitted documentation was reviewed by **Manuel Perez, P.E.**

MIAMI-DADE COUNTY APPROVED

8/16/18

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
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NOTICE OF ACCEPTANCE (NOA)

PGT Industries, Inc.
1070 Technology Drive
North Venice, FL 34275

SCOPE:

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This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.-

DESCRIPTION: Series "PW7720A" Aluminum Fixed Window – L.M.I.

APPROVAL DOCUMENT: Drawing No. **MD-7720A.1**, titled "Fixed Window Installation Guidelines", sheets 1 through 10 of 10, dated 04/12/13, with revision D dated 03/16/18, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

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INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA **revises and renews NOA# 17-0614.11** and consists of this page 1 and evidence pages E-1, E-2, E-3 and E-4, as well as approval document mentioned above.

The submitted documentation was reviewed by **Manuel Perez, P.E.**

MIAMI-DADE COUNTY APPROVED

8/13/18

NOA No. 18-0430.05
Expiration Date: February 19, 2024
Approval Date: August 23, 2018

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

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NOTICE OF ACCEPTANCE (NOA)

PGT Industries, Inc.
1070 Technology Drive,
Nokomis, Fl. 34275

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami–Dade County RER–Product Control Section to be used in Miami–Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

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This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.

DESCRIPTION: Series "FD–750" Outswing Aluminum French Door w/ Sidelites – L.M.I.

APPROVAL DOCUMENT: Drawing No. **8000–11**, titled "Alum. French Door & Side Lites, Impact", sheets 1 through 12 of 12, dated 12/23/04, with revision "G" dated 04/10/17, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P. E., bearing the Miami–Dade County Product Control Section Revision stamp with the Notice of Acceptance number and Expiration date by the Miami–Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/ series, and following statement: "Miami–Dade County Product Control Approved", unless otherwise noted herein.

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This NOA **revises NOA No. 16-0629.16** and consists of this page 1 and evidence pages E–1, E–2, E-3 and E–4, as well as approval document mentioned above.

The submitted documentation was reviewed by **Jorge M. Plasencia, P. E.**

MIAMI-DADE COUNTY APPROVED

11/29/17

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
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Miami, Florida 33175-2474
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www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

GAF
1 Campus Drive
Parsippany, NJ 07054

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

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This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: GAF Mineral Guard Residential Roll Roofing

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

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This NOA renews NOA No.15-0707.10 and consists of pages 1 through 3.
The submitted documentation was reviewed by Gaspar J Rodriguez.

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
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Miami, Florida 33175-2474
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NOTICE OF ACCEPTANCE (NOA)

CertainTeed Corporation
20 Moores Road
Malvern, PA 19355

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

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This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Landmark, Landmark Pro, Landmark Premium, Landmark Impact Resistant, Landmark Solaris Gold/Platinum and Landmark Pro/Architectural 80

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

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This NOA revises NOA No.14-0828.04 and consists of pages 1 through 6.
The submitted documentation was reviewed by Gaspar J Rodriguez.

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

RE: **513 - 515 Lake Avenue**

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department for Community Sustainability

TITLE: **HRPB Project Number 19-00000010:** Consideration of a request for Mural Installation for the contributing structure located at **513 - 515 Lake Avenue**; PCN#38-43-44-21-15-023-0141. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

OWNER: Robert Mandell
513 515 Lake Avenue LLC
5550 Homeland Road
Wellington, Florida 33449

APPLICANT: Maria Paz
Art Studio Café LLC
515 Lake Avenue
Lake Worth Beach, Florida 33460

BACKGROUND

The subject property at 513 - 515 Lake Avenue was constructed c.1952 in the commercial Mid-Century Modern architectural style. The structure has street frontage on Lake Avenue to the north. Local prominent architect Edgar Wortman designed the structure at a cost of $21,000. The original architectural drawings are located within the City's property files and are included in this report in **Attachment B**. The architectural drawings for the structure illustrate a single-story, three-bay commercial building of masonry construction with a flat roof. Character defining features of the building include a stone veneer on the front façade, large plate glass storefront windows with jalousie vents at the top, aluminum detailing, and a recessed parapet designed to accommodate signage. City building permit records indicate the structure was constructed as a two-bay commercial building instead of three-bays as indicated in the original architectural drawings. The building has been subject to significant alterations overtime, which include interior renovations, awning installation, and exterior alterations that removed original character-defining features from the front façade. Overall, the structure retains a moderate degree of historic integrity of location, setting, and design.

REQUEST:

The Applicant, Maria Paz, has submitted a request for a mural installation on the east elevation facing South M Street. A general project description, a rendering of the proposed mural, and a resume have been submitted. These items have been included in this report as **Attachment C**. Maria Paz, is a local artist, who currently runs the Art Studio Café, located at 515 Lake Avenue. She is proposing to sketch out

and supervise the painting of the mural. As stated in the application, community volunteers would paint the mural, while under the supervision of Maria Paz to ensure that it matches the rendering. Current photos of the building are included as **Attachment D.**

ANALYSIS:

Zoning
Staff has reviewed the documentation and materials provided and has outlined the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs) concerning mural installation.

Per LDR Section 23.1-12, a mural is defined as, "*Any picture or graphic design painted on or otherwise applied to the exterior of a building or structure, or to a window.*"

LDR Section 23.5-1(e)13 provides standards and requirements for mural installation within the City. With regard to placement and location of murals, generally:

- *Murals shall be permitted in commercial and industrial districts.*
- *Murals shall not be permitted on the fronts of buildings or structures facing Lake Worth Road, Lake Avenue, Lucerne Avenue, Dixie Highway and Federal Highway, except as may be approved by the appropriate Board.*
- *Murals may co-exist with all types of on premises signs. If printed commercial messages are included in a mural, the entire mural shall be considered part of the overall allowable signage permitted by code.*

The Code regulations also require that the design of the mural must meet the requirements of Section 23.2-31(l), which defines community appearance standards and review criteria. The criteria are listed below, and include Staff's response to each criterion.

Lake Worth Beach Code of Ordinances, Land Development Regulations Section 23.2-31(l); Community Appearance criteria:

1) The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

   Staff response: The proposed mural generally appears to be of good taste and good design. The mural rendering is titled, "Saturday at Lake Worth Beach." It illustrates various people enjoying a day at the beach. The proposed mural generally meets the intent of the City's Comprehensive Plan and Strategic Plan to enhance the character of Lake Worth Beach and to inspire arts and culture throughout the City.

2) The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

Staff response: The mural is assigned to Maria Paz, a local artist, who runs an art studio at the subject property. Based on the artist biography submitted, Maria Paz has had art displayed in local galleries, exhibitions, and art shows in Boynton Beach, Fort Lauderdale, Palm Beach Gardens, West Palm Beach, Orlando, Miami, and Lake Worth Beach. In addition to her experience, she specializes in acrylic and oil painting, which appear to be high quality, not causing harm to the local environment.

3) The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.

Staff response: The surrounding area of the subject property includes a mix of residential and commercial buildings, and generally appear to be in harmony with murals that exist elsewhere in the city.

4) The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

Staff response: The subject property, 513 - 515 Lake Avenue, is not applying for a Conditional Use Permit. Therefore, this criterion is not applicable to this application.

Historic Preservation

It is the analysis of Staff that the project as proposed is generally compatible with the review criteria set forth in the City's Land Development Regulations, Historic Preservation Ordinance, Section 23.5-4.

Historic commercial structures often utilized murals on the side and rear elevations in downtown commercial core areas in order to advertise products or to add artistic beauty and interest within the downtown. Murals on the front of structures in historic commercial downtowns are atypical. The primary facades of these structures were typically reserved for signage and were not ornamented with murals so that the architectural details on the storefront facades could be readily visible. The proposed mural will be installed on the east (side) elevation, fronting South M Street. It is Staff's analysis that the mural location is appropriate for the Old Town Local Historic District.

Comprehensive Plan

The proposed mural is compatible with the following portion of the City of Lake Worth Beach's Comprehensive Plan:

Goal 1.3: To preserve and enhance the City's character as a quality residential community and business center within the Palm Beach County urban area.

Staff response: The surrounding area of the subject property includes a mix of residential and commercial buildings. The proposed mural appears to be in harmony with the surrounding uses and other murals that exist elsewhere in the city's urban area.

PUBLIC COMMENT
At the time of publication of the agenda, Staff has received no written public comment.

CONSEQUENT ACTION:
Approve the Mural application; approve the application with conditions; continue the hearing to a date certain to request additional information; or deny the application.

Mural Installation

If the Board chooses to approve the Mural application, Staff suggests the following conditions:

1) This approval does not include any physical alterations to building exteriors aside from paint application.
2) Prior to the mural being installed, the applicant shall apply for a City of Lake Worth Beach building permit.
3) Unless a time extension is granted in accordance with Code, this application shall expire one year from Historic Resources Preservation Board Approval.
4) Prior to the completion of the proposed mural, a Mural Removal Agreement shall be entered between the applicant and the City of Lake Worth Beach for each mural. This removal agreement shall be recorded with The Clerk and Comptroller of Palm Beach County.

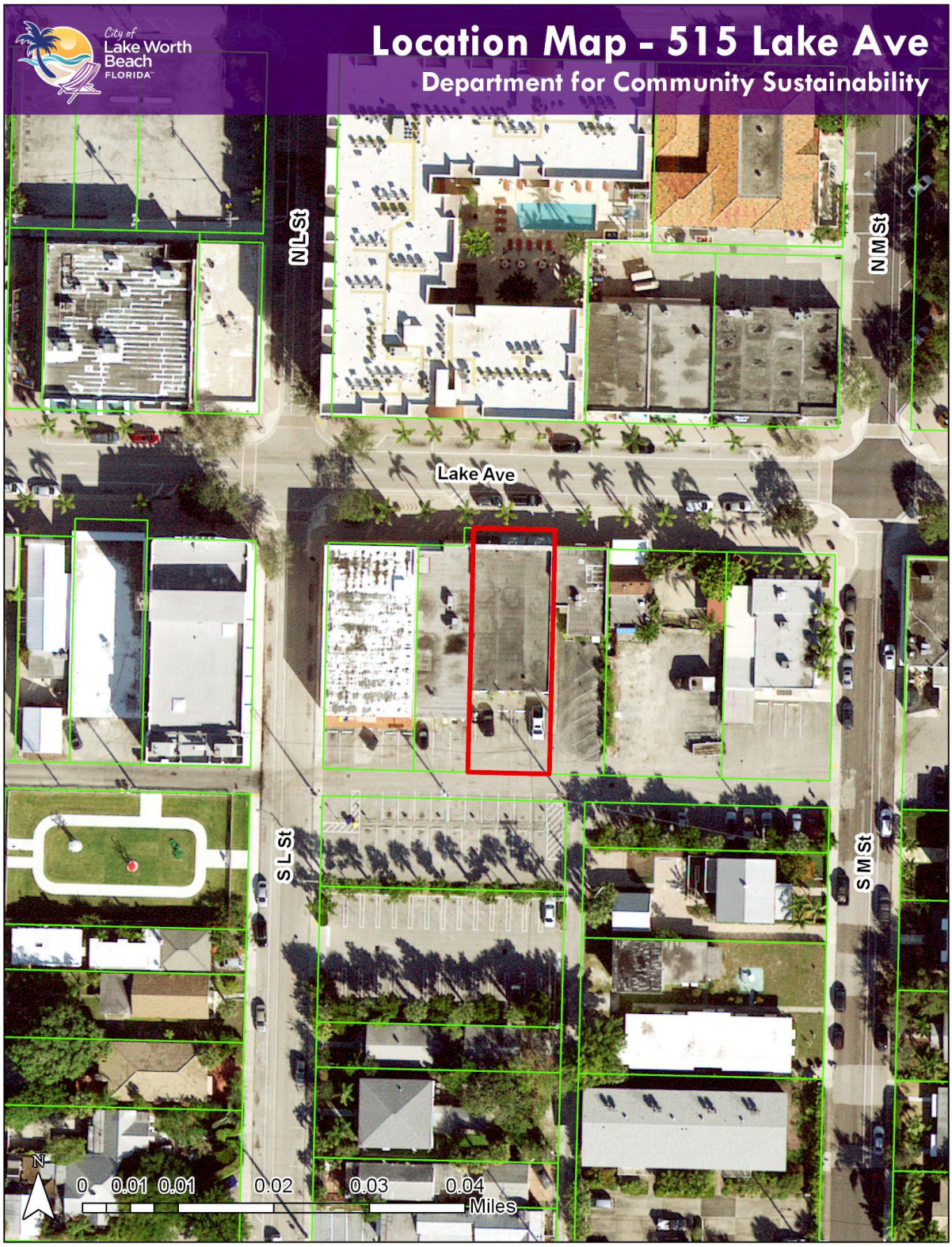
POTENTIAL MOTIONS:
I MOVE TO **APPROVE** HRPB Project Number 19-00000010: Consideration of a request for mural installation for the contributing structure located at **513 - 515 Lake Avenue**, with the conditions as recommended by Staff, based upon the competent substantial evidence, and pursuant to the City of Lake Worth Beach Land Development Regulations Sections 23.5-1(e)13, 23.2-31(l) and 23.5-4.

I MOVE TO **DENY** HRPB Project Number 19-00000010: Consideration of a request for mural installation for the contributing structure located at **513 - 515 Lake Avenue**, because the Applicant has not established by competent substantial evidence that the application is in compliance with the City of Lake Worth Beach Land Development Regulations Sections 23.5-1(e)13, 23.2-31(l) and 23.5-4.

ATTACHMENTS:

A. Location Map – 513 - 515 Lake Avenue
B. Property File Documentation
C. Mural Application
D. Current Photos

ATTACHMENT A



DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT B – PROPERTY FILE DOCUMENTATION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100010:** Consideration of a request for Mural Installation for the contributing structure located at **513 - 515 Lake Avenue**; PCN#38-43-44-21-15-023-0141. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

REAL PROPERTY RECORD
CITY OF LAKE WORTH, FLORIDA

CARD No.

INDEX No.

DESCRIPTION

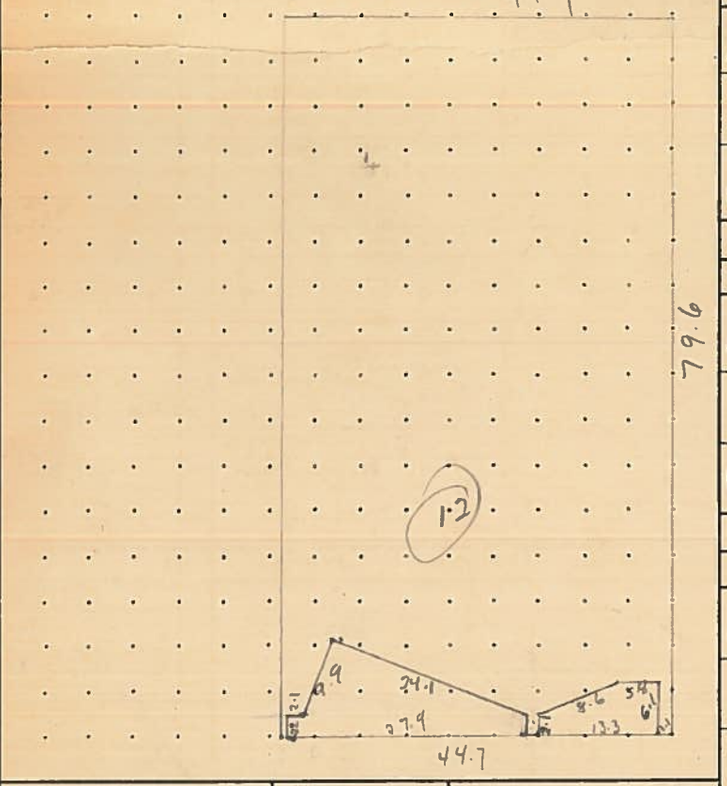
ADDRESS 515 Lake Avenue

SEC.	TWP.	RGE.

F. M. Kepler
~~Mazie Preonas~~

Lot 14 Block 23 Townsite

DIAGRAM OF STRUCTURES 44.7



	KIND OF STRUCTURE	CONSTRUCTION	USE	Cond.	Class	Type
A		CBS	COMM			
B						
C						

EXTERIOR FEATURES

	Foundation	Basement	EXTERIOR WALLS	ROOF TYPE	ROOF MATERIAL	EXT. FINISH	WINDOWS DOORS	PORCHES
A	GRADE COND.	GRADE COND.	CBS GRADE COND.	FLAT GRADE COND.	TAR & GRAVEL GRADE COND.	PAINT GRADE COND.	PLATGLASS GRADE COND.	GRADE COND.
B	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.
C	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.

INTERIOR FEATURES

	Floor Type	Floor Material	INTERIOR WALLS	FINISH	TRIM	ATTIC
A	Double-Single GRADE COND.	TERRAZZO GRADE COND.	PLASTER GRADE COND.	PAINT GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS
B	Double-Single GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS
C	Double-Single GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	GRADE COND.	UNF. FIN. NO. ROOMS

INTERIOR FEATURES

	PLUMBING TYPE	PLUMB. FIXTURES	HEATING	LIGHTING	
A	GRADE COND.	NO. (4) GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	
B	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	
C	GRADE COND.	NO. GRADE COND.	GRADE COND.	NO. FIXT'S. GRADE COND.	

EQUIPMENT	A	B	C
ELEVATORS			
SPRINKLER SYS.			
SOLAR HEATER			
LAUNDRY TRAYS			
Air Conditioning			
STORM SHUTTERS			
INSULATED WALLS			
INSULATED ROOF			
GUTTER & Dn.-Spout			
TYPE OF WIRING			
REFRIGERATION			
INDOOR BEDS			
SCREENED			

BUILDING COMPUTATIONS

No.	SIZES	SQ. FT.	HT.	CU. F.	Rate	COST	% COND.	AMOUNT
	44.7 x 79.6	3558	12	42697	30	12,810		

ROOMS			
LIVING			
DINING			
KITCHEN			
BED			
BATH			

UNITS			
STORES	2		
OFFICES			
APARTMENTS			
GARAGES			

FIELDED BY: DATE

APPRAISED BY DATE

PHOTO A

PHOTO B

	STORIES	FLOORS	HT. IN FT.	YR. BUILT	YEAR REMODELED	ORIGINAL COST	ADDED COST	EST. LIFE	RATE NEW	Physical Deterioration	Obsolescence	Total Depreciation	% CONDITION
A													
B													
C													

THIS PERMIT MUST BE PUT IN A SAFE AND CONSPICUOUS PLACE — IT MUST BE RETURNED TO THE BUILDING DEPARTMENT WHEN BUILDING IS COMPLETE — DO NOT OCCUPY THIS BUILDING UNTIL FINAL INSPECTION HAS BEEN MADE. SEC. 205-304. UNIFORM BLDG. CODE.

DEPARTMENT OF BUILDING INSPECTION

CITY OF LAKE WORTH, FLA.

PHONE 6830

Date 4-17-53 **Building Permit: A No. 2812**

Owner M. D. CYR Address 1201 No Palmway

Location 513-513½-515 LAKE AVE Value 21,000.00

Contractor R. J. GROSE License No. 583

Architect E. WORTMAN Address L. WORTH

Lot No. 15 + E 20' Block No. 23 Addition TWN Zone P

Size Lot 45 X 135 Bldg. Width 44.8 Length 80.0 Ridge Height 14.4 Eave Height 11.2 FRONT ROOF

Type C.B.S. Occupancy COMM. Fire District #2

Permit Fee 65.00 3 STORES

		Date	Inspector
SET BACK Front	10.2		
S Side	0.1		
N Side	0.4	4-21-53	GH
Rear	44.10		
FOUNDATION Footing	10X18 = 2/5/8 12X16 = 2/5/8 TOP 2/3/4 BOT.		
Wall	8" C.B.		
Piers	SEE PLANS	5-7-53	GH
BEAMS Perimeter	8X12 = 4/5/8 ϕ SEE PLANS		
Cap	8X8 = 2/1/2 ϕ	4-28-53	GH
COLUMNS Intermediate	8X12 = 4/5/8 ϕ SEE PLANS		
Corner	8X12X12/5/5/8 ϕ + 10X24/4/5/8 ϕ		
FRAME Walls	2X4 = 16" O.C.		
Floor Joist	4" CONC.		
Ceiling Joist	—		
Rafters	2X10 = 16" O.C.		
ROOFING Type	P + G		
PLUMBING Rough	Permit No. Fixtures 6		
ELECTRICAL Rough	Permit No. Outlets 85		
LATHING Type	STUCCO ON METAL LATH		
EXTERIOR Type	STUCCO		
PLUMBING Final	8-12-53 LCE		
ELECTRICAL Final	8-13-53 RB		
FINAL Occupancy	8-11-53 GH		

No final inspection shall be made until all other inspections are approved

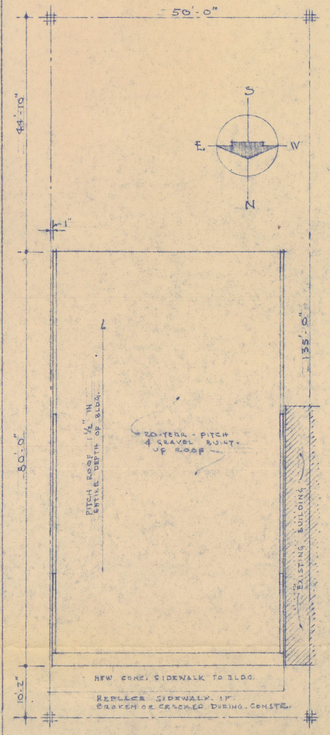
Signed R J Grose Date

Contractor

THIS PERMIT DOES NOT INCLUDE PLUMBING AND ELECTRICAL PERMITS

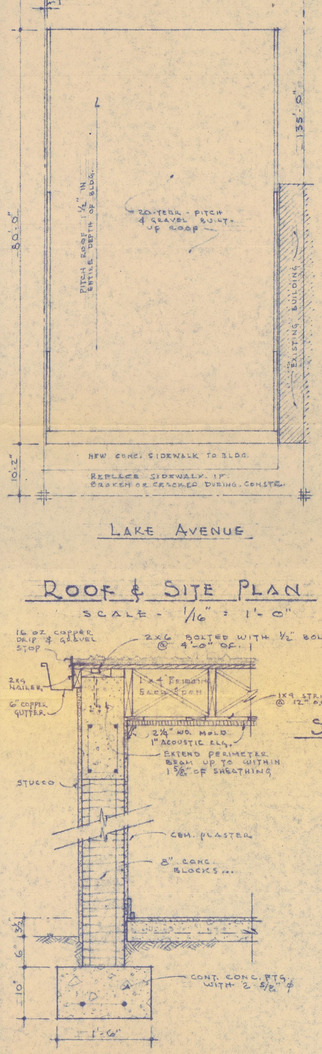
Issued by Edgar H. Gregory Building Inspector

This permit is issued subject to all Federal Rules and Regulations



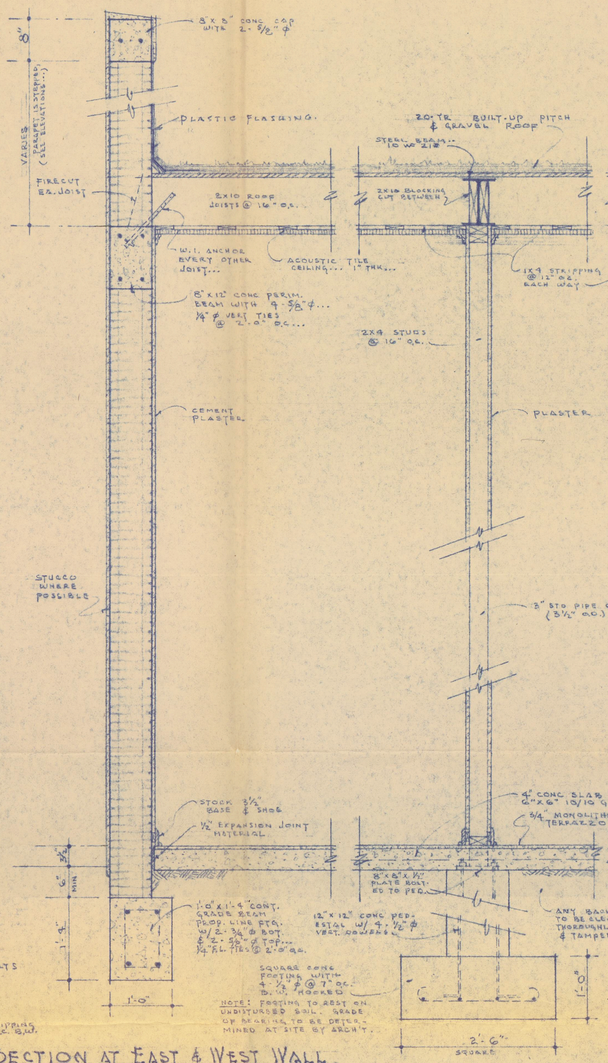
ROOF & SITE PLAN

SCALE - 1/16" = 1'-0"



SECTION AT SOUTH WALL

SCALE - 3/4" = 1'-0"



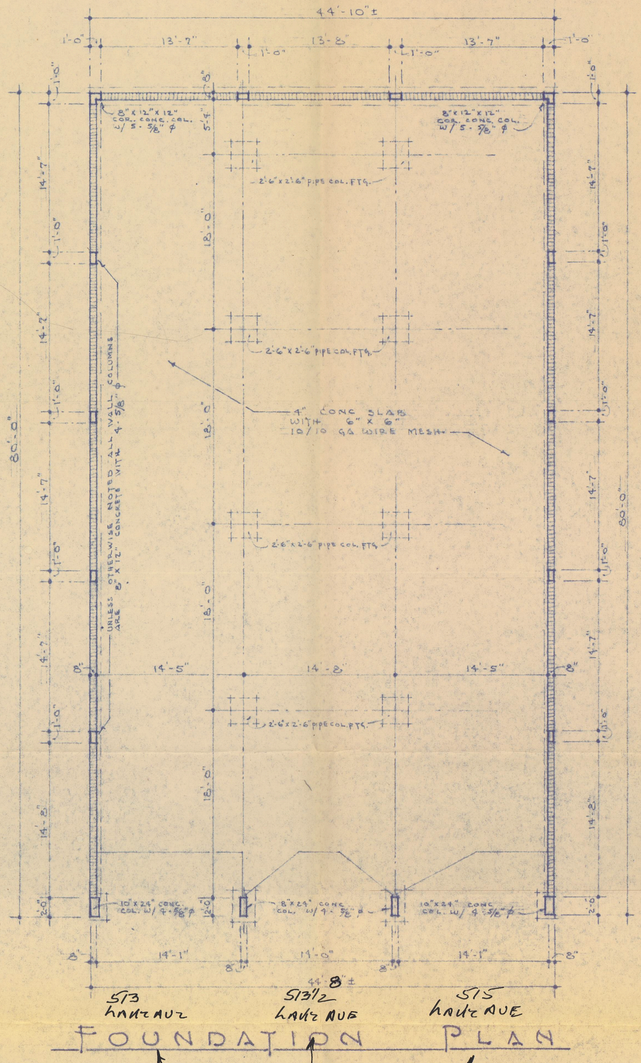
SECTION AT FRONT OF STORE No. 1

STORES No. 2 & 3 SIMILAR
(SEE FLOOR PLAN & ELEVATIONS)

SECTION AT EAST & WEST WALL

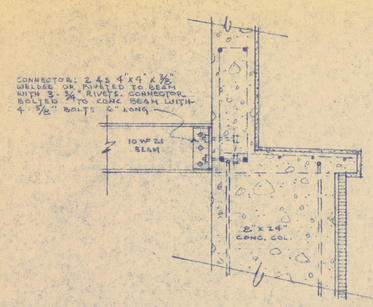
SECTION AT INTERIOR PIPE COLUMN

SCALE - 3/4" = 1'-0"



FOUNDATION PLAN

SCALE - 1/2" = 1'-0"



DETAIL OF STEEL BEAM BEARING AT CONC. COLUMN

SCALE - 3/4" = 1'-0"

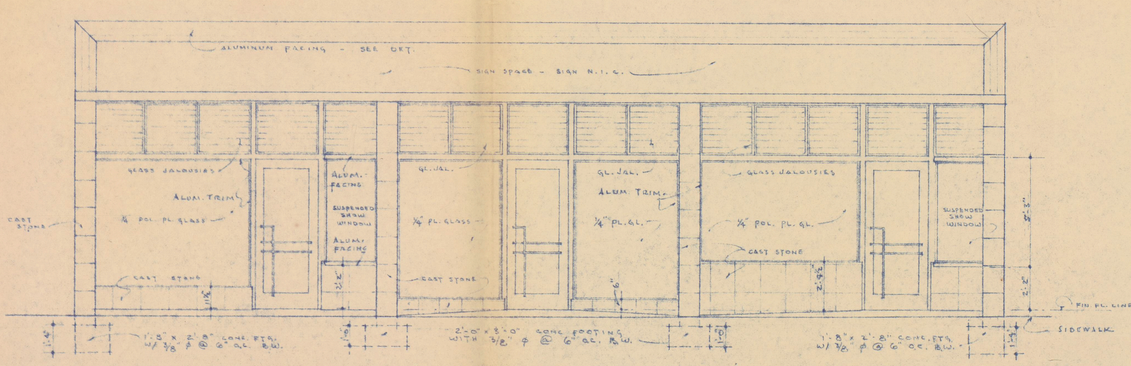
APPROVED
CITY OF LAKE WORTH
Date 4/17/52
Building Inspector

STORE BUILDING
FOR
MR. M. D. CYR.
LAKE WORTH, FLORIDA

DRAWN BY: [illegible]	EDGAR S. WORTMAN ARCHITECT HILLIARD T. SMITH, JR. ASSOCIATE	JOB NO. 2-208
DATE DEC. 1952		DRAWING NO. 1 OF 3

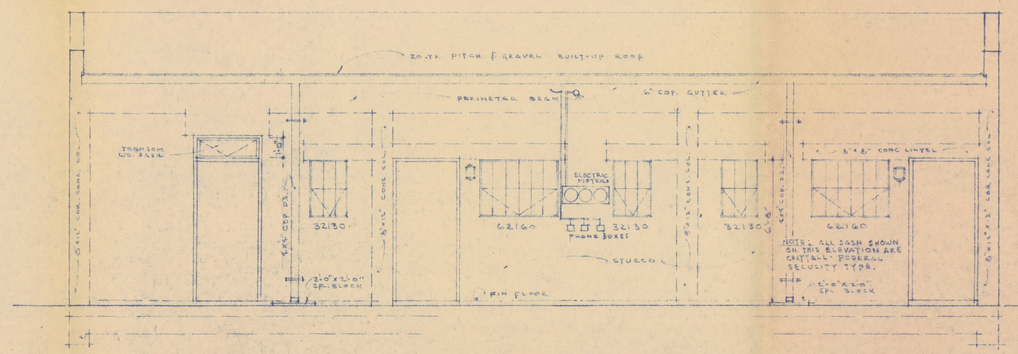
STORE BUILDING
FOR
MR. M.D. CYR.
LAKE WORTH, FLORIDA

DRAWN BY	EDGAR S. WORTMAN ARCHITECT HILLIARD T. SMITH, JR. ASSOCIATE	JOB NO. 2-208
DATE DEC. 1952		DRAWING NO. 2 OF 3



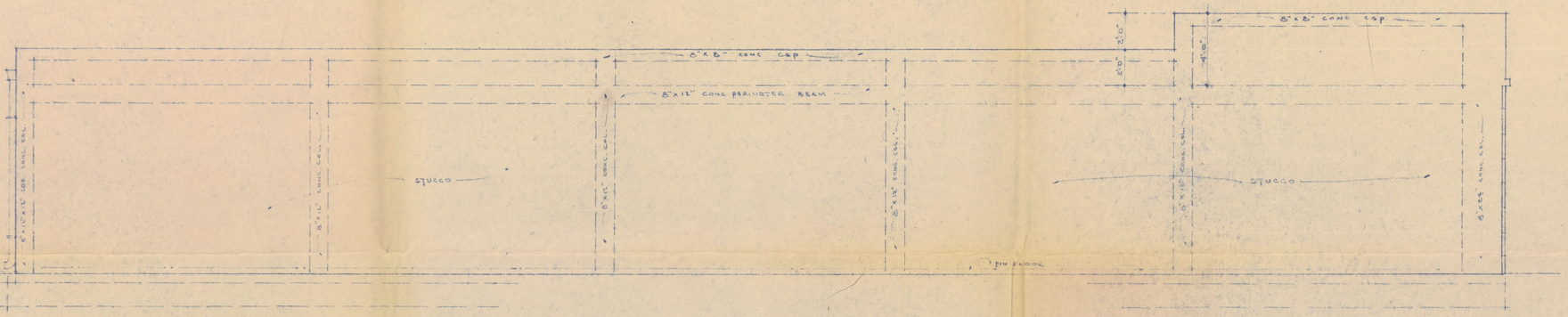
NORTH ELEVATION

SCALE - ¼" = 1'-0"



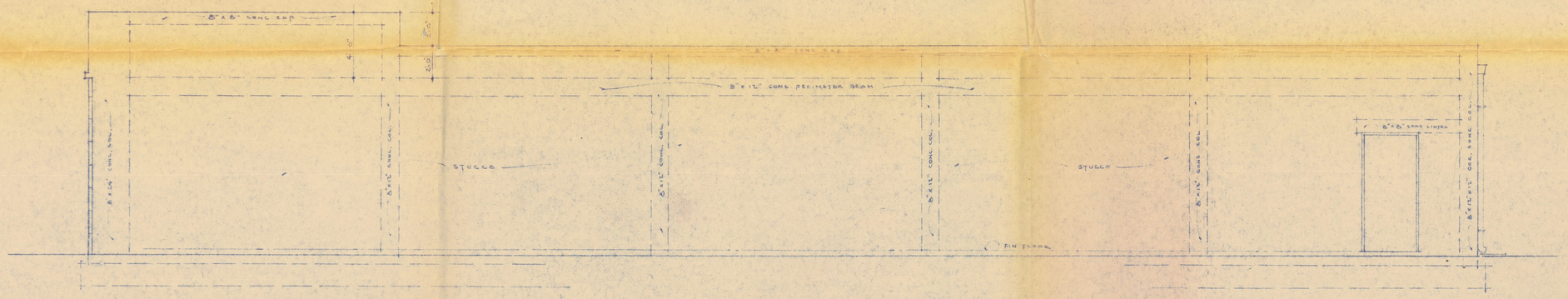
SOUTH ELEVATION

SCALE - ¼" = 1'-0"



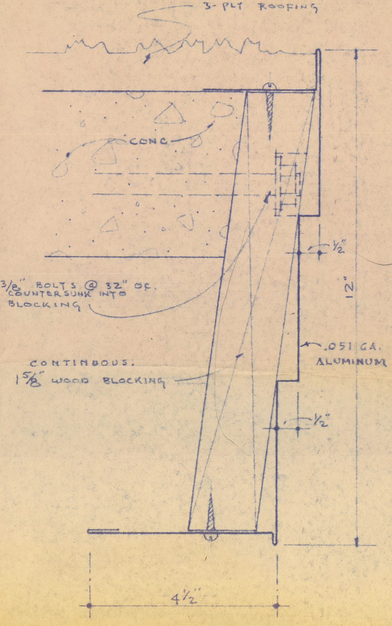
EAST ELEVATION

SCALE - ¼" = 1'-0"



WEST ELEVATION

SCALE - ¼" = 1'-0"



ALUMINUM FACING DETAIL

SCALE - HALF FULL SIZE

STORE BUILDING
FOR
MR. M. D. CYR.
LAKE WORTH, FLORIDA

DRAWN BY: WHB	EDGAR S. WORTMAN ARCHITECT HILLIARD T. SMITH, JR. ASSOCIATE	JOB NO. 2-208
DATE: DEC. 1952		DRAWING NO. 3 OF 3

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT C – MURAL APPLICATION

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100010:** Consideration of a request for Mural Installation for the contributing structure located at **513 - 515 Lake Avenue**; PCN#38-43-44-21-15-023-0141. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

PLANNING & PRESERVATION DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461
561.586.1687

PZB #19-00000010

UNIVERSAL DEVELOPMENT APPLICATION

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

Parking lot Mural Volunteer Project

Application Type (select all that apply):

☐ Site Plan – Minor ☐ Site Plan – Major ☐ Planned Development ☐ Variance

☐ Subdivision/Plat ☐ Conditional Use ☐ Administrative Use ☒ Mural

☐ Alcoholic Beverage Distance Proximity Waiver ☐ Community Residence Proximity Waiver

☐ Gaming Establishment Distance Proximity Waiver ☐ Adult Use Distance Proximity Waiver

☐ Sustainable Bonus Incentive Program ☐ Certificate of Appropriateness ☐ Sign Variance

☐ Rezoning (Zoning Map Amendment) ☐ Zoning Text Amendment ☐ Annexation

☐ Other: Community Volunteer Mural Project to be painted behind The ART Studio Cafe facing the Parking lot

Project Name: HONORING OUR PAST WHILE LOOKING TO THE FUTURE

Project Location: 515 Lake Avenue (BEHIND BUILDING, SIDE WALL)

Legal Description: Lake Worth TOWN OF E 20 FT OF LT 14 & LT 15 BLK 23 Date Platted: _____

PCN: 38-43-44-38-43-44-21-15-023-0141 Existing Zoning: Commercial Proposed Zoning: DT - DOWNTOWN (38-Lake Worth Beach)

Existing FLU: _____ Proposed FLU: _____

Proposed Use: ☐ Residential; Density _____; ☒ Commercial 1100 - Stores SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: Ø cost Materials, labor, Equipment Donated By the ART Studio Cafe.

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	$ _____ ☐ PAID _____ ☐ DUE _____		

Project Manager/Contact Person: Maria Paz

Company: ART Studio Café LLC

Address: 515 Lake Avenue, Lake Worth Beach, FL 33460
(Street Address) (City) (State) (Zip)

Phone No.: 561-667-3923 E-Mail Address: mariapazarts@Gmail.com

Applicant Name (if different from Project Manager): N/A

Company:

Address:
(Street Address) (City) (State) (Zip)

Phone No.: E-Mail Address:

Owner Name: Robert MANDELL

Company: 513 - 515 LLC

Address: 5550 Homeland ROAD, Wellington, FL 33449
(Street Address) (City) (State) (Zip)

Phone No.: 561-358-2168 E-Mail Address:

OWNER'S CONSENT

513-515 Lake Ave LLC ("Owner") certifies that it is the owner of the property located at 515 Lake Avenue, Lake Worth Beach, FL 33460 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Maria Paz, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: Date: 10/18/19

Name/Title of Signatory: ROBERT C. MANDELL, MANAGING MEMBER

STATE OF FLORIDA)
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2019 by ROBERT C. MANDELL who is personally known to me or who produced a DRIVERS LICENSE as identification. He/she did not take an oath.

(NOTARY SEAL)

KERLLY CAJAS NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires October 24, 2020
No. GG 41490

(Signature of Notary Public)

Kerlly Cajas
(Name of Notary)

PROJECT DATA

DESCRIPTION OF WORK: "HONORING OUR PAST WHILE LOOKING TO THE FUTURE"

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

ART Studio Volunteer Mural project to be supervised, sketched out A-Z by Maria Paz, local Artist.

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

N/A

ADJACENT PROPERTY INFORMATION: Parking Lot Mural Project/Side Wall BY Dumpster;

Complete the following table for all surrounding properties. Information located at **www.lakeworth.org/business/planning-zoning/**.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

DEVELOPMENT STANDARDS:

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at **www.municode.com**.

Development Standard		Required	Provided
Lot Size (Acreage and SF)		0.1395	
Lot Width (Frontage)		16 feet	
Building Height	Primary	10' tall approx -	
	Accessory	Front Door + Back Door	
Setbacks	Front (_____)		
	Rear (_____)		
	Side (_____)		
	Side (_____)		
Living Area	Single-Family	N/A	
	Multi-Family		
Accessory Structure Limitation		N/A	
Impermeable Space Coverage		N/A	
Building Coverage		Back/Rear Parking lot side Wall	
Maximum Wall Height at Setback			
Floor Area Ratio Limitation		N/A	

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: "HONORING OUR PAST WHILE LOOKING TO THE FUTURE." Submittal Date: 10/22/2019

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the ☐ property owner ☑ authorized agent.

MARIA PAZ
(Name - type, stamp or print clearly) Artist

(Signature)

ART STUDIO CAFE LLC
(Name of Firm)

515 Lake Avenue, Lake Worth Beach, FL 33460
(Address, City, State, Zip)

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 18th day of October, 2019 by Maria Paz Harbuz who is personally known to me or who produced a FL Drivers License as identification. He/she did not take an oath.

(NOTARY SEAL)

KRISTEN B. PINKNEY
Notary Public - State of Florida
Commission # GG 332392
My Comm. Expires Jun 4, 2023

(Signature of Notary Public)

Kristen B. Pinkney
(Name of Notary)

SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: MARIA PAZ

Property Owner: 513-515 Lake Avenue LLC

Contact Phone No.: 561-667-3923

Property Location: 515 Lake Avenue
Lake Worth Beach, FL 33460

I, MARIA Paz, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. _____.

Signature: _____ Date: _____

Name/Title of Signatory: MARIA PAZ Owner/Artist
ART Studio Cafe

STATE OF Florida)
COUNTY OF Palm Beach)

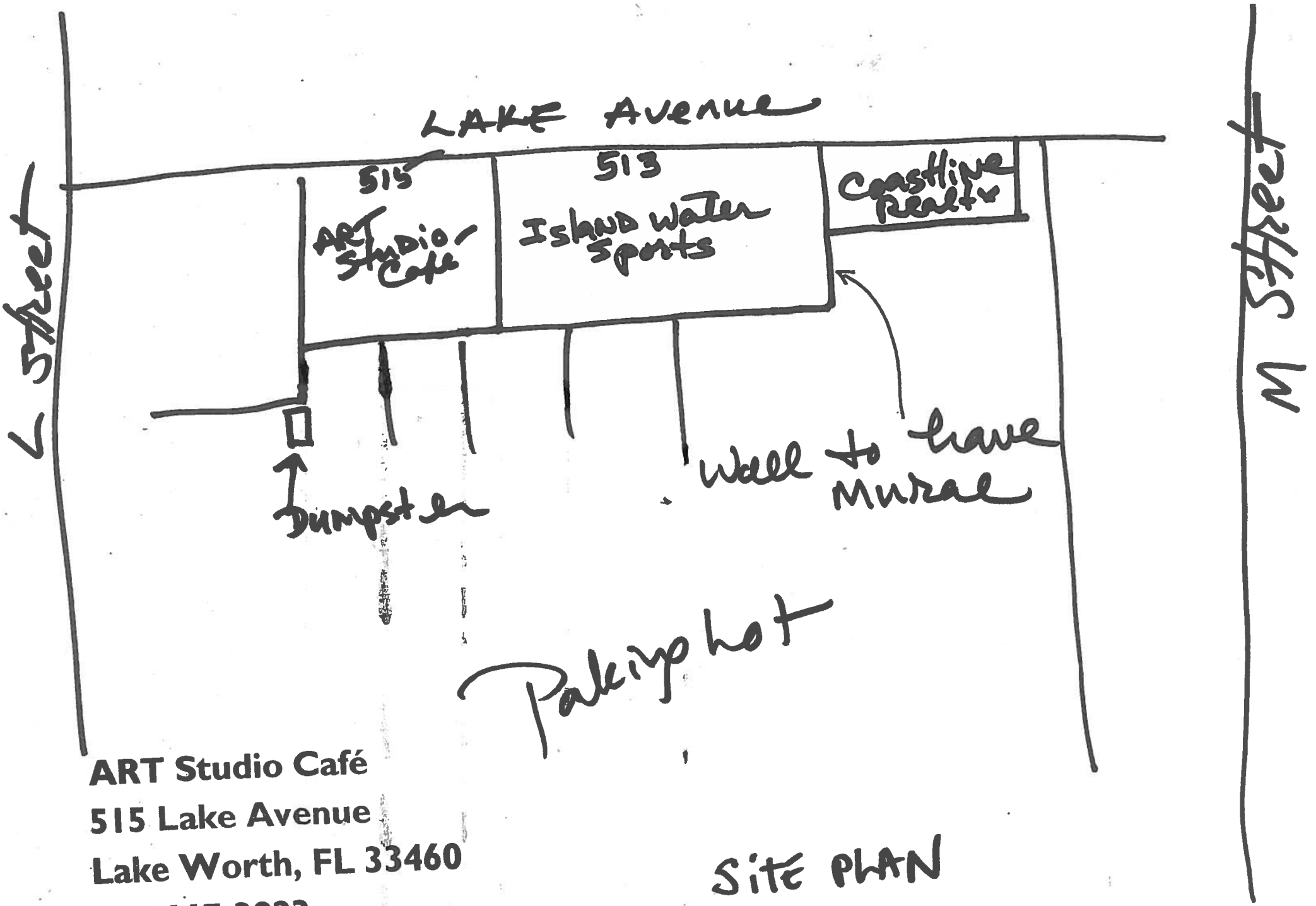
The foregoing instrument was acknowledged before me this 18th day of October, 20 22, by Maria Paz Harbus who is personally known to me or who produced a FL Drivers License as identification. He/she did not take an oath.

(NOTARY SEAL)

KRISTEN B. PINKNEY
Notary Public - State of Florida
Commission # GG 332392
My Comm. Expires Jun 4, 2023

Kristen B. Pinkney
(Signature of Notary Public)

Kristen B. Pinkney
(Name of Notary)



ART Studio Café
515 Lake Avenue
Lake Worth, FL 33460
561-667-3923

SITE PLAN

MARIA PAZ 2017

MARIA PAZ
Artist Bio

Maria Paz was born in Manila, Philippines and came to Boston, Massachusetts at age 8. She studied Perspective Architectural Drawing at The Boston Museum of Fine Arts when she was 11 years old. At age 14, she studied Acrylic & Oil Painting at Massachusetts College of Art (MASSART).

Some of her high school highlights:

- Hired by Cablevision to design & build their backdrop.
- Maria was awarded scholarships: "South Shore" and the Quincy "Bergfors Rice Award."

Maria chose to attend the School of Visual Arts (SVA) in New York to continue her study of Fine Arts. After, she lived in Paris, France and studied Fine Art at the Parsons. Her "Reclining Nude" exhibited at a gallery on The Seine River. After her time in Paris, Maria returned to Manhattan, NY where she continued to study nude figurative at The Art Students League on 57th Street in Manhattan. She was commissioned to do portrait work and once painted an actor from the soap opera "All My Children!"

Local gallery representation includes: Contemporary Living, Palm Beach Gardens; Artisans on the Ave; and CGMS.

Fun exhibitions include: NUDE Nite in Orlando and ART Undressed in Miami.

Art Show tents include: WPB Waterfront; Fats Village in Fort Lauderdale, Boynton Beach, Manalapan; and Evening on The Avenue Lake Worth.

Local Murals in Lake Worth include: Brick Oven Pizza; Awe Flowers; N L St Building; Chicks with Kicks; Dixie Highway; and CarriElle's Closet.

Private work in Palm Beach County may be viewed on her Facebook page: www.facebook.com/MARIAPAZARTS.

Maria Paz keeps a home art studio and is currently looking for new creative space for her and other local artists to teach group and private lessons, exhibit her and other artist works and hold local events for the public including the wildly popular "Drag & Draw," "Figurative Study with Live Model," and "Sip & Paint." She is pleased that her vision to unite the community with the arts has been so well received during her time with the Art Studio Café and she looks forward to continuing her work in a new location.

Maria may be contacted by phone or text to (561) 667- 3923.

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HIDE CAPTION

Jake, Lake Worth Beach's famous horse, was removed from his perch over Dixie Highway and repainted with bright pink roses. Jake will be returned to his home above The Elegant Dressmaker's shop after the storm passes. (Photo courtesy of Ariana Peters) None

By Bailey LeFever
Posted Sep 4, 2019 at 12:01 AM

LAKE WORTH BEACH - Jake, the 15-foot horse that watches over the beach town disappeared five days ago.

Not to worry. It's only so he could be festooned in "Lake Worth Beach flair."

The horse was taken down from its perch on the roof of the Elegant Lady Dressmaker last week so that he could be decorated, said Ariana Peters, owner of Peters Realty and the site. Jake has sat atop the building overlooking Dixie Highway for around 50 years.

Local artist Maria Paz trimmed Jake with Lily Pulitzer-esque pink roses honoring the dressmaking shop below, Peters said. She hopes to make the re-vamping a tradition.

Peters said she planned to put Jake back up Thursday, but the arrival of Hurricane Dorian will delay the move. Until then, residents will wait to wave hello to Jake, including the owner of the Elegant Lady Dressmaker, Olga Salazar.

Donate Used Clothes or Items to Fund Breast Cancer Research. Schedule a Pickup Now.
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al Artist, Paints Murals, Custom Artwork

Facebook : MARIA PAZ ARTS
Call= 561-667-3923
email= mariapazarts@gmail.com
o Located at [redacted] Lake Worth FL 33460

ART Studio Cafe

515 Lake Ave, Lake Worth Beach, FL 33460 561-667-3923

ART Studio Cafe at 515 Lake Ave

- Art Studio
- Murals
- Custom Art
- Sip & Paint Classes
- Unique Picture Frames
- Private Parties
- Private lessons
- Open Studio
- Coffee Bar

Return to:
City Clerk
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida
33460
Property Control No. _____

MURAL REMOVAL AGREEMENT

THIS MURAL REMOVAL AGREEMENT is entered into this 16 day of October 2019, by and between the **CITY OF LAKE WORTH**, FLORIDA, a Florida Municipal Corporation, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 ("City"), and 513-515 Lake Ave LLC ("Owner") whose address is 5550 Homeland Rd, Wellington, FL 33449 and (if applicable) ART Studio Cafe, ("Tenant"), whose address is 515 Lake Avenue, Lake Worth Beach, FL 33460

WHEREAS, Owner does hereby covenant and represent that Owner is the fee simple owner of certain real property located within the corporate boundaries of City, more particularly identified as follows (the "Property"):

LEGAL DESCRIPTION:

Lake Worth Town of E20 FT of LT14 + LT15 Blk 23

STREET ADDRESS:

515 Lake Avenue, Lake Worth, Florida 33460; and

Mural to be on back/Rear Parking Lot wall.

WHEREAS, pursuant to City Code § 23.5-1(e)13, Owner, Owner's agents or Tenant, and/or other authorized party, have applied to City for permission to apply a mural to the exterior of the building located upon the Property; and

WHEREAS, City, through the applicable board, has granted Owner or Owner's Tenant, the approval to install a mural ("the Mural Approval") on the Property with the following conditions for removal of same.

NOW, THEREFORE, in consideration of issuance by City of the above-referenced Mural Approval and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto do hereby agree as follows:

1. The recitals above are true and correct and are incorporated into this Agreement by reference.

2. Owner shall at no cost to City remove the mural subject to the Mural Approval, or cause it to be removed, within thirty (30) days following receipt of written notification from

City to Owner, or the Owner's successors in interest, that the physical appearance of the mural has deteriorated and no longer satisfies the terms of the Mural Approval and § 23.2-31(l) and § 23.5-1(e)13, Code of Ordinances of the City of Lake Worth, as it may from time to time be amended, or the mural is otherwise not in compliance with the Mural Approval. Receipt of the written notice described herein shall be deemed to have been accomplished either: (A) upon the date that written notice is delivered to Owner(s) by the U.S. Postal Service at the address shown in the official records of the Palm Beach County Property Appraiser, as evidenced by a receipt for certified mail; or (B) upon the date written notice is actually delivered to Owner(s) by City's agents. If City is unable to deliver to Owner(s) personally, written notice may be left upon the Property in a conspicuous place.

3. Owner further agree that should Owner fail to remove the mural within the time period specified herein, City may, at its exclusive discretion, take such reasonable action as necessary to remove the mural from the Property, including but not limited to, entry upon the Property to have the mural removed. Owner also agrees that Owner shall indemnify and hold City harmless from any and all claims which may arise, directly or indirectly, in whole or in part, from the City's entry upon the Property to accomplish the purposes identified in this Agreement, including but not limited to, **the negligence of the City, its officials, employees, agents, or contractors**; or any other claim related to this Agreement. This indemnification and hold harmless shall survive the expiration or termination of this Agreement.

4. Owner further agrees to reimburse City for all reasonable costs incurred by City in enforcing this Agreement, including but not limited to, all costs associated with hiring professional painters or other qualified persons to remove the mural. Said reimbursement shall be accomplished within thirty (30) days of the City invoicing Owner; otherwise, City may seek all legal remedies available under state law.

5. Owner agrees that any remedies available to City by this Agreement shall be in addition to and shall not qualify or limit any additional remedies City may have pursuant to City's code enforcement powers or otherwise by law.

6. The parties hereto agree that this Agreement may be recorded in the official records of Palm Beach County and shall be binding upon their heirs, personal representatives, grantees, successors in interest, or assigns.

7. If any term or provision of this Agreement, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Failure of a party to enforce or exercise any of its rights under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter.

9. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement, whether or not the survivability is mentioned within the particular provision, shall survive its expiration or earlier termination.

[SIGNATURES ON FOLLOWING PAGES]

Whereupon the parties hereto have set their hands and seals upon the day first above written.

Witness:

Name Signed

Marson Vilsaint

Name Printed

OWNER:

Name Signed (authorized person)

ROBERT C. MANDELL

Name Printed

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2019, by ROBERT C. MANDELL who is personally known to me or who produced a DRIVERS LICENSE as identification. He/she did not take an oath.

(NOTARY SEAL)

KERLLY CAJAS NOTARY My Comm. Expires October 24, 2020 No. GG 41490 PUBLIC STATE OF FLORIDA

(Signature of Notary Public)

Kerlly Cajas

(Name of Notary)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Witness:

Name Signed

Natalia Ochwat

Name Printed

TENANT:

Name Signed (authorized person)

MARIA PAZ HARBUS

Name Printed

STATE OF Florida)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 18th day of October, 2019, by Maria Paz Harbus who is personally known to me or who produced a FL Driver License as identification. He/she did not take an oath.

(NOTARY SEAL)

KRISTEN B. PINKNEY
Notary Public - State of Florida
Commission # GG 332392
My Comm. Expires Jun 4, 2023

(Signature of Notary Public)

Kristen B. Pinkney

(Name of Notary)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ATTEST:

THE CITY OF LAKE WORTH, FLORIDA
a Florida Municipal Corporation

By:_____

_____
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
City Attorney

STATE OF_____)

COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

_____
(Signature of Notary Public)

_____
(Name of Notary)

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
Planning Zoning Historic Preservation Division
1900 2ND Avenue North
Lake Worth Beach, FL 33461
561-586-1687

ATTACHMENT D – CURRENT PHOTOS

MEMORANDUM DATE: February 5, 2020

AGENDA DATE: February 12, 2020

TO: Chair and Members of the Historic Resources Preservation Board

FROM: Jordan Hodges, Senior Preservation Coordinator
Abraham Fogel, Preservation Planner
Department of Community Sustainability

SUBJECT: **HRPB Project Number 19-00100010:** Consideration of a request for Mural Installation for the contributing structure located at **513 - 515 Lake Avenue**; PCN#38-43-44-21-15-023-0141. The subject property is located in the Downtown (DT) Zoning District and the Old Town Local Historic District.

513
NOTICE
This property is being considered for a
HRPB Project # 19-00000010
COA - MURAL INSTALLATION
For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687
PORSCHE

WARNING!
NO TRESPASSING
PROHIBIDO LA ENTRADA
PALM BEACH COUNTY
SHERIFF'S OFFICE
F.S.S. 810.09
OAN# 929838

513
iWS
NOTICE
This property is being considered for a
HRPB Project # 23-00000010
COA - MURAL INSTALLATION
For information regarding this case call:
City of Lake Worth Beach PZHP
561-586-1687
PORSCHE