**ADDRESS: 107 CHESTNUT ST** 

Proposal: Complete demolition of Unsafe building

Review Requested: Final Approval

Owner: Cheswal LP

Applicant: David Orphanides, Esq., Orphanides & Toner

History: 1840

Individual Designation: 5/26/1970

District Designation: Old City Historic District, Contributing, 12/12/2003

Staff Contact: Jon Farnham, jon.farnham@phila.gov

Overview: This application proposes the complete demolition of the building at 107 Chestnut Street, which has been deemed Unsafe by the Department of Licenses & Inspections. The application contends that the Historical Commission should approve the demolition as necessary in the public interest to abate the dangerous condition. The applicant has filed a Complaint for Emergency Special Injunctive Relief against the City of Philadelphia in Equity Court asking the court to order the Department of Licenses & Inspections to immediately issue a permit authorizing the complete demolition of the building. The City's Law Department requested and the applicant has agreed to appear before the Historical Commission before proceeding with the lawsuit. The application is being presented to the Historical Commission on an emergency basis during litigation negotiations because the Department of Licenses & Inspections concurs with the property owner's engineering assessments and has concluded that the building must be demolished promptly to ensure public safety.

Section 6.10.c.12 of the Historical Commission's Rules & Regulations authorizes the staff to approve applications proposing:

the repair or removal of features determined Unsafe or Imminently Dangerous by the Department of Licenses & Inspections, provided that the permit is issued with the condition that the owner is required to restore such historic features to their original appearance and location within one year of their removal.

The staff could approve an application like this one under Section 6.10.c.12 of the Historical Commission's Rules & Regulations. In this case, the applicant has opted to appear before the Historical Commission itself rather than accept a staff approval with conditions, which was offered during the litigation negotiations. If the staff were to approve an application like this one, it would require the following:

- 1. The reconstruction of the building to its original appearance and location within one year of its removal using the salvaged materials described below.
- 2. Accurate documentation of the existing building before demolition including dimensions and profiles of:
  - a. the columns and column spacing of the storefront,
  - b. the sizes of the masonry window openings and spacing between window openings on the upper floors,
  - c. the cornice.
- 3. Salvaging during the demolition of the following:
  - a. All granite and other stone sidewalk slabs, steps, and sills.
  - b. All marble and other stone components of the storefront including the columns and storefront cornice.
  - c. All stone lintels and sills of the front-facade, upper-floor windows.
  - d. All outer-layer brick from the front facade.
  - e. All masonry and stone components of the cornice.

- 4. All salvaged materials to be numbered and inventoried (except bricks) and stored securely on site.
- 5. All components listed above that cannot be salvaged to be photographed and explanations of why they could not be salvaged to be provided in a report to the Historical Commission.
- 6. For components that cannot be salvaged, pieces that provide information about shapes, sizes, and colors of storefront components to be retained and stored securely.
- 7. The Historical Commission and Architectural Committee to review for approval the architectural plans for the reconstructed building.



TWO PENN CENTER
SUITE 800
1500 JFK BOULEVARD
PHILADELPHIA, PA 19102

PHI 267,236,7500 FX: 267,236,7501

E DORPHANIDES@OTLLP.COM

DIR: 267.236.7503

ATTORNEYS AT LAW

W OTLLP.COM

June 5, 2020

Philadelphia Historical Commission Attn.: Jon Farnham, Executive Director One Parkway 1515 Arch Street, 13<sup>th</sup> Floor Philadelphia, PA 19102

VIA EMAIL to:

Jon.Farnham@phila.gov Leonard.Reuter@phila.gov

Re:

Subject Premises – 107 Chestnut Street Application to/for Complete Demolition

Mr. Farnham:

I am submitting to you today a request to be placed on the June 12, 2020, meeting agenda of the Philadelphia Historical Commission (the "Commission") for their consideration of an application to demolish the structure presently located at the above-noted address, 107 Chestnut Street, Philadelphia, Pennsylvania (the "Structure").

In connection with this request, I submit to you the following documents:

- A completed Building Permit application for the complete demolition of the Structure.
- (2) A completed Zoning/Use Permit application for the complete demolition of the Structure (and for the use of the Subject Premises thereafter as a vacant lot).
- (3) An engineering report prepared by Jay Rosen, PE, of SE2 Engineering, LLC, dated 11, 2020, along with a copy of Mr. Rosen's Curriculum Vitae.
- (4) An engineering report prepared by Fred Baumert, CCS, PE, of Keast & Hood, dated May 18, 2020, along with a copy of Mr. Baumert's Curriculum Vitae.
- (5) A report prepared by George Thomas of CivicVisions, LP, dated May 20, 2020, along with a copy of Mr. Thomas' Curriculum Vitae.
- (6) A report prepared by Edward Snyder of Edward S. Snyder Real Estate Inc., dated May 27, 2020, along with a copy of Mr. Snyder's Curriculum Vitae.

Upon review of the attached documents, most notably Mr. Rosen's, Mr. Baumert's and Mr. Thomas', strong statements, conclusions, and support therefor, are provided to establish that the Structure is presently in a state of collapse, that the Structure is in danger of further or full collapse, that the Structure cannot be shored and/or braced, or at least cannot be shored and/or braced with any certainty that those carrying out said shoring and/or bracing would be safe doing so, and that the cause of or for the current condition of the Structure lies in or with the manner in which the Structure was originally constructed, conditions of and surrounding the site at the time the Structure was constructed, and/or changing conditions abutting and surrounding the Structure after it was constructed. As such, it is our position that it is in the 'public interest' to demolish the Structure and to do so immediately.

In order to fully inform the Commission regarding the Structure and the current proposal for its immediate demolition, you will see that Mr. Thomas' report also provides his opinions and conclusions, along with support therefor, questioning the Structure's historical relevance and significance in the present day, particularly in relation to the basis for the Commission's original historic designation thereof. Mr. Snyder's report has been provided to answer any questions that the Commission may have regarding the lack of options for and/or viability in preserving the Structure in addition to those provided by Mr. Rosen and Mr. Baumert in their respective reports.

Please advise if anything else is required in order to complete this submission and ensure that this matter be heard at the next full Commission meeting on Friday, June 12, 2020.

I thank you for your time and consideration in this matter.

aut Gulle

David G. Orphanides, Esquire

For Cheswal, L.P.

Enclosures

## APPLICATION FOR DEMOLITION PERMIT

**APPLICATION #** 

1012599



# CITY OF PHILADELPHIA DEPARTMENT OF LICENSES AND INSPECTIONS MUNICIPAL SERVICES BUILDING – CONCOURSE 1401 JOHN F. KENNEDY BOULEVARD PHILADELPHIA, PA 19102

For more information visit us at www.phila.gov

(Please complete all information below and print clearly)

E-MAIL: sschwartz@hkgroup.c		
E-MAIL; sschwartz@hkgroup.c		
E-MAIL; sschwartz@hkgroup.c		
E-MAIL: sschwartz@hkgroup.c		
DDRESS:		
06		
ARCHITECT/ENGINEERING FIRM ADDRESS:		
E-MAIL: N/A		
NY ADDRESS:		
TI TIDDITE OF		
101, Ste 101		
12		
E-MAIL: sschwartz@hkgroup.c		
OR:		
E-MAIL: johncoopper@hkgroup		
ESTIMATED COST OF WORK  \$_68,600		
to be stuccoed by owner		

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WATER (	DEPARTMENT (STORMWATER MANAGEMENT /AL) – 1101MARKET STREET, 2ND FLOOR						
WATER	DEPARTMENT (WATER SERVICE TINUANCE) - CONCOURSE LEVEL, M.S.B	NT.	9/20/19	20/9/13	-69		
	MANI	DATORY CHE	CKLIST ITEMS	( )			
×	Photographs of the structure and site, accurately depicting present condition						
E	Site Safety Demolition Plan (3 copies required) - In accordance with Section 'A-301.5' of the Philadelphia Code.					Code.	
Z	Site Plan (3 copies required) – In acco	rdance with S	ection 'A-301.5'	of the Philadelphia Code			
	SE	LECT CHEC	KLIST ITEMS:		- M		
Must be	e denoted as 'PROVIDED' OR 'NOT APPL	ICABLE' (N/	A)		PROVIDED	N/A	
Plumbir	Plumbing Permit for sealing of sewer lateral				x		
Demolition Schedule - In accordance with Section 'A-301.5' of the Philadelphia Code.							
Statement of Special Inspections & Special Inspections Agreement – In accordance with Section 'B-1704' of the Philadelphia Code.					×		
Dust Co	Dust Control Plan – approved by Air Management Services for buildings greater than 6 stories.						
Asbestos Inspection Report – In accordance with Section 'A-302' of the Philadelphia Code.					×		
approve and cor subject If the ap affidavit make th	risions of the building code and other City and by the Department form a part of this rect to the best of my knowledge and bel to such penalties as may be prescribed by a person other than tof the owner to the effect that the proposition permit application.	application. I lef. I understa by law or ordin the owner w	hereby certify the and that if I know hance. without the owner	at the statements contain ingly make any false stanger of the stan	ned herein and tement herein accompanied	by an	
BUILDING	G OWNER'S SIGNATURE:			DAT	re: 6 / 4	20	

## APPLICATION FOR ZONING / USE REGISTRATION PERMIT

APPLICANT'S SIGNATURE:

Form 81-16

CITY OF PHILADELPHIA **ZONING / USE REGISTRATION PERMIT** DEPARTMENT OF LICENSES AND INSPECTIONS MUNICIPAL SERVICES BUILDING - CONCOURSE 1401 JOHN F. KENNEDY BOULEVARD APPLICATION # PHILADELPHIA, PA 19102 For more information visit us at www.phila.gov ZONING CLASSIFICATION PREVIOUS APPLICATION NO. LOCATION OF PROPERTY (LEGAL ADDRESS) 107 Chestnut St PROPERTY OWNER'S ADDRESS: PROPERTY OWNER'S NAME 111 Chestnut St CHESWAL Philadelphia, PA 19106 FAX# PHONE# LICENSE# E-MAIL: 215-733-0472 bb5327@aol.com 215-733-0700 ADDRESS: APPLICANT: Steve Schwartz 4747 S Broad St, Bldg 101, STE 201 FIRM/COMPANY: Philadeiphia, Pa 19112 Haines & Kibblehouse, Inc. FAX# PHONE # LICENSE # E-MAIL: sschwartz@hkgroup.com 46145 267-663-4513 610-584-5432 DESIGN PROFESSIONAL XCONTRACTOR EXPEDITOR ATTORNEY RELATIONSHIP TO OWNER: \_\_TENANT/LESSEE TABULATION OF USES Last Previous Use Date Last Used CURRENT USE OF BUILDING/SPACE FLOOR/SPACE # June, 2019 Residentai Empty PROPOSED USE OF BUILDING/SPACE FLOOR/SPACE # MARCANTROLOGT STORIES AND HEIGHTS FROM GROUND TO ROOF PROPOSED ADDITION / ALTERATION / NEW CONSTRUCTION HEIGHT **EXISTING BUILDING** REAR REAR SIDE FRONT SIDE FRONT IN FEET 18 36 18 42 IN STORIES BRIEF DESCRIPTION OF WORK/CHANGE Demolish Building and pave \* ACCELERATED REVIEW CHECK/RECEIPT/M.O NO. CONTINUED ON ADDITIONAL SHEET (ATTACHED) IS THIS APPLICATION IN RESPONSE TO A VIOLATION? NO **DYES** VIOLATION #: All provisions of the Zoning code and other City ordinances will be complied with, whether specified herein or not. Plans approved by the Department form a part of this application. I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I further certify that I am authorized by the owner to make the foregoing application, and that, before I accept my permit for which this application is made, the owner shall be made aware of all conditions of the permit. I understand that if I knowingly make any false statement herein I am subject to such perfailties as may be prescribed by law or ordinance.

DATE: 6 / 4 / 20

	PF	RE-REQUISITE A	APPROVAL	S FOR:		
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This is to certify	that I have examined the within deta ons of the law relating to zoning in the	iled statement, together of City of Philadelphia, that	with a copy of the the same has be	plans relating the en approved ar	nereto, and find the s nd entered into the re	same to be in accordant ecords of this Departme
EXAMINER:			DA	TE APPROVED	D:	
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## ENGINEERING, LLC

1705 BUTLER PIKE CONSHOHOCKEN, PA 19428 PHONE: 610.828.1550 FAX: 610.828.5080

OFFICE@SE2ENG.NET

May 11, 2020

Mr. Robert Spear E-Z Parks Inc. 111 Chestnut Street Philadelphia, PA 19106

Re:

107 Chestnut Street

Philadelphia, PA

Dear Sir:

In accordance with your request, I re-inspected the above referenced project in order to complete an overall structural assessment of the building. I previously inspected this property in February of this year and recommended that the building be demolished.

My inspection indicates that the previous conditions have deteriorated further. The building is currently unstable and should be immediately demolished. I found the following:

- 1. The first floor has sunken further down.
- 2. The west stucco wall cracks have widened. Further cracks have appeared on this wall.
- 3. Where the brick has fallen on the second floor, the pier is more unstable. Further bricks have fallen and are no longer secure.

Based on the above observations, this building is in a state of collapsing. Damage to the surrounding properties and life may occur. This structure must be <u>immediately demolished</u> and removed. It is my professional opinion that the building is beyond repair. Any possible repair, if undertaken, would require demolition and reconstruction of the existing building since the building is so deteriorated that any shoring and bracing would have little to no support.

If you have any questions regarding the above, please do not hesitate to contact me at your

convenience.

Very truly *s*jolus,

SIC2 ENCLYMERING, LLC

JBR:njc

-

JAY/B/ ROSEN Professional Engineer

Enclosures: Photographs

Mr. Robert Spear E-Z Parks Inc. 111 Chestnut Street Philadelphia, PA 19106

> Re: 107 Chestnut Street Philadelphia, PA

Dear Sir:

In accordance with your request, I've inspected the above referenced project 3 times over the last 10 months. These inspections were completed in order to perform an overall structural assessment of the building. I recommend that this structure be completely demolished. The condition of this structure has continued to deteriorate over this time period. The cracking present has widened, the walls have continued to shift, a partial failure has occurred, and debris has fallen onto the sidewalk. It is my professional opinion and conclusion based upon a reasonable degree of engineering certainty that the building is currently unstable and should be immediately demolished.

In addition to the above, it is my understanding that the City of Philadelphia has issued a structural violation on the structure which requires you to obtain the services of structural engineer and his opinion to remedy the situation. My recommendation is to immediately demolish this structure.

The building is located on the north side of Chestnut Street. This structure is a four story brick row. There is a neighboring building to the east. To the west there is an access driveway for the parking lot. There is no attached rear portion of the building. The floor and roof structure span the short or east west direction. The floor and roof consists of wood 3x joists spaced at 16 inches on centers. The first floor appeared to be used as retail/commercial space. The upper levels appeared to be used as apartments.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

#### I found the following:

1. The front brick wall has moved laterally towards Chestnut Street. There is cracking and spalling, or pieces of it are breaking off, of the front wall at the third and second floor levels. This movement results in the load no longer being applied concentrically at the center of the wall. The eccentric load also furnishes a driving moment which will result in further movement of the wall outwards. Due to the movement the capacity of the wall is reduced. This condition is not repairable unless the wall is reconstructed. As such, the historical nature, aspects and/or fabric of the building would be altered.





The picture above shows movement below the window. The brick joints are open. This reduces the ability of the brick to transfer load due the reduced surface area. The walls are deteriorated. The picture to right shows a opening that has failed at the second floor. This opening is approximately 12 inches wide by 18 inches tall. This results in a reduced capacity of the pier to carry load. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

2. A portion of the front brick wall has fallen as shown in item #1. This opening is approximately 12 inches wide by 18 inches tall. This condition reduces the cross sectional area that the wall can use to support the loading. As such, the load carrying capacity of the wall is reduced. At my original inspection, the masonry was intact and no holes existed. This condition worsened over time. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.





The picture to the left shows the fallen debris on the ground on the front sidewalk of the structure. At the time of my original inspection, the hole and fallen debris did not exist. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

3. The front pier that has collapsed onto the side walk has deteriorated. This is a picture taken from within the second floor. The bricks have collapsed onto the second floor. The brick are loose and easily removed by hand. They are no longer mortared together. They are a stack of cards and cannot carry load. The mortar has completed deteriorated. This pier is no longer carry loading. In order to repair this condition, the loading above would have to be shored and the pier completely removed and reconstructed. This would negatively impact the historical nature, aspects and/or fabric of the building.





This condition was not present at the time of my initial inspection.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 4. There is a large vertical crack that has widened on the front Southwest corner. The crack extends vertically up the entire height of the wall. It has been repaired on at least two occasions. This crack varies in width. It is approximately 3/4 of an inch wide. The movement of these walls will only continue to worsen as water can now freeze in the crack. This condition shows that the walls have delaminated. In effect, the walls are two 4 inch thick walls rather than one 8 inch thick wall. The second portion of the wall is behind the downspout. This results in reduced load capacity of the wall. The crack has widened over the course of my inspections. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.



5. There is steel strapping present at the top of the front west corner. These straps indicate a previous repair completed at the top of the wall. The repair is approximately 10 years old. There are four straps that appear to be 3 inches wide by 3 feet long. The repair indicates that the building corner was moving and is no longer in its original condition. The masonry is not properly integrated together. While the strapping is working, it is unattractive and negatively impacts the historical nature, aspects and/or fabric of the building.



March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> The front wall where it adjoins the building to the east also shows separation, shifting and lateral movement. The movement indicates that the building has sifted relative to the neighboring east building and has gotten larger over the time of my inspections. The movement noted is approximately 3/8 of an inch. The joint exists for the full height of the structure along the east side. Due to movement, the loading above is now eccentric to the wall. This results in the wall continuing to laterally move and the condition to worsen over time. In order to repair this condition, the wall would have to be removed, reconstructed and properly secured to the floors behind. This would negatively impact the historical nature, aspects and/or fabric of the building.





March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

7. The upper parapets are not water protected. There is no cap flashing and the top of the wall is water stained. As such, water is entering into the wall resulting in further movement. The water infiltration is visible on the upper parapet of the structure.



8. The west wall is pulling away from the building to the west. This is indicated by the cracking and spalling of the stucco. Please note that the wall has bulged and rolled. This movement results in the load no longer being applied concentrically at the center of the wall. The eccentric load also furnishes a driving moment which will result in further movement of the wall outwards. Due to the movement the capacity of the wall is reduced. The joists are dislodged from their original bearing condition. With the floor removed, the wall becomes more slender and longer. The load carrying capacity of the wall is reduced. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.



March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 9. There are numerous areas where the stucco coating has delaminated and moved away from the exterior walls. The stucco is cracked and bulging. The cracks vary in thickness from 1/8 to 3/8 of an inch in width. Some cracks are small other are over 8 feet in length. The impact on the picture to the right shows that the stucco has delaminated over 3 inches away from the face. The movement also is visible at the ends of the stucco where it adjoins the brick face. This is visible within the lower right picture. The stucco presents a dangerous condition because pieces are falling to the ground. These conditions have worsened over the time of my inspections. This condition is not repairable without complete removal and reconstruction of the stucco. Thus, the historical nature, aspects and/or fabric of the building would be altered.







March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

10. Several bricks are missing or have been infilled on the rear east corner This is indicated by the holes in the picture below. The infilled brick are white. The bricks have further deteriorated over the time of my inspections. Additional brick faces have spalled or deteriorated. This condition is indicative of deterioration of the brick and reduced load carrying capacity of the wall. This condition is not repairable without removal and replacement of the damaged brick. Thus, the historical nature, aspects and/or fabric of the building would be altered





This picture shows missing mortar within the brick joints. This missing mortar indicates that the wall has deteriorated. This results in a reduced load carrying capacity of the wall. The mortar joints have deteriorated further over the time my inspections. This condition is not repairable without replacement of the mortar. The mortar composition and color would not match the original construction. Thus, the historical nature, aspect and/or fabric of the building would be altered.

March 11, 2020

Re: 107 Chestnut Street Philadelphia, PA

11. All floors are loose and not level. The picture to the right shows an increased gap between the baseboard and the floor. The gap is over ½ of inch wide. The gap on the left side is larger than the gap on the right. This indicates that the front wall has moved laterally forward. This condition has worsened over the time of my inspections. In order to level the floor, the floor boards would have to be removed. Thus, the historical nature, aspects and/or fabric of the building would be altered





This picture to the left shows the movement downward on the first floor. The floor was originally at the bottom of the white wall. The movement downwards is a maximum of 4 inches. This indicates that the joists are not laterally supporting the wall and that the wall will continue to move. The floor joists have deteriorated and require complete replacement. Thus, the historical nature, aspects and/or fabric of the building would be altered. This condition has worsened over the time of my inspections.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

12. The west end of the joists are almost completely out their pockets on the first floor. This condition had and will continue to worsen. The joists have moved further out of the pockets and floor has moved downwards. There is no bearing contact of the joist to a minimal 1 inch bearing contact of the joist to the wall. The joist ends are rotted. The load carrying capacities of these members are compromised. The first floor is unstable and potentially can collapse. The floor no longer provides lateral support for the wall.





March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

13. The first floor joists on both the east and west ends are rotted. These members are easily penetrated by a screw driver under normal hand pressure. This condition has worsened over the time of my inspections. The deterioration indicates that the member is structurally compromised and can no longer sustain its required loading without removal or repair. This would result in negatively impacting the historical nature, aspects and/or fabric of the building.



14. There are cracked joists within the first floor visible on the east end. The crack is approximately ¼ of an inch in width and extend 6 feet long. The crack reduces the member available to carry loading. It load carrying capacity is reduced. The deterioration indicates that the member is structurally compromised and can no longer sustain its required loading without removal or repair. This would result in negatively impacting the historical nature, aspects and/or fabric of the building.



Page 13 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

15. The temporary supports for the first floor joists have shifted. The supports are no longer plumb or supporting. During my original inspection these members were plumb. The shifting indicates that the floor has moved downwards and outwards. It indicates that the building is continuing to move. In order to repair this condition, the entire floor and wall have to be reconstructed. The joists immediately must be removed and replaced. The wall has to be reconstructed to eliminate the water infiltration.





Any repair/reconstruction would result in negatively impacting the historical nature, aspects and/or fabric of the building.

Page 14 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

16. There is steel strapping present at the second and third floor level that attaches the floor to the rear wall. This indicates a prior repair. This repair is over 10 years old. The repair indicates that the building was moving. While the strapping is working, it is unattractive and negatively impacts the historical nature, aspects and/or fabric of the building.







Page 15 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

17. Several joists are loose in the joist pockets on the upper levels. This is evidence by the creaking and movement when walking on the floors above. These joists are no longer secured in the pocket due to deterioration of the brick and the mortar. This picture shows the condition of the brick and pockets at the third floor. There is missing mortar within the brick joints in the picture at the left.





The picture to the left shows deteriorated brick dust on the insulation. This indicates that the bricks are crumbling due to water infiltration within the building. This reduces the load carrying capacity of the brick. In order to repair this condition, the bricks would require removal and replacement. This would negatively impact the historical nature, aspects and/or fabric of the building.

Page 16 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 18. The basement is damp and wet. This condition has been present on all inspections. There is standing water present. There is mold present. Water infiltration is due to the site drainage, the lack of parapet flashing, and through the wall itself resulting in deterioration of wood member and the stone walls. The water causes further deterioration and reduced capacity of the members to carry load. In order to eliminate the water, the wall above requires removal and replacement. The site drainage should be set to drain water away from the foundation. Further, damproofing and drainage systems would be required. This would negatively impact the historical nature, aspects and/or fabric of the building.



19. There is evidence of a past fire within the basement area. The ceiling and some members show substantial charring and smoke damage. A fire indicates that the building has suffered past trauma. It is no longer constructed in its original condition. Due to the presence of a past fire, I recommend that all members to inspected to assure a proper repair was completed and no damaged members exist.





## ENGINEERING, LLC

1705 BUTLER PIKE
CONSHOHOCKEN, PA 19428
PHONE: 610.828.1550
FAX: 610.828.5080
OFFICE@SE2ENG.NET

Page 17 March 16, 2020

Re;

107 Chestnut Street

Philadelphia, PA

Based on the above observations, this building is in a state of partial collapse. Damage to the surrounding properties and life may occur. This structure must be <u>immediately demolished</u> and removed. It is my professional opinion that the building is beyond repair.

It is my professional opinion that any repair to this structure would effectively dismantle and reconstruct the building. The entire structure would require substantial steel shoring towers on all sides, removal and replacement of the wood structure, and complete dismantlement and reconstruction of the brick. There effectively would be nothing left of the original structure.

I further recommend that the sidewalk in front of the building and the west driveway be blocked off to prevent public traffic. It is my opinion that debris will continue to fall from the building until the building is demolished. This measure is intended to protect the public.

The above opinions and conclusions are based upon a reasonable degree of engineering certainty. If you have any questions regarding the above, please do not hesitate to contact me at your

Very truly yours,

E2 ENGINEERING, LLC

IAY B. ROSEN Professional Engineer

#### JAY B. ROSEN

1705 Butler Pike Conshohocken, PA 19428 610.724.3198

#### **EDUCATION:**

Juris Doctorate Degree, May 1995.

Temple University Law School, Evening Division, Philadelphia, PA.

Master of Science in Civil Engineering, June 1991.

Drexel University, Philadelphia, PA.

Bachelor of Science in Civil Engineering, June 1988.

Drexel University, Philadelphia, PA.

#### **EXPERIENCE:**

November 2012

to

Present

SE2 Engineering, LLC, Conshohocken, PA-Principal

Professional Engineer/Registered Architect: Serves as Engineer/Architect of Record for various buildings and designs. The buildings are designed using a variety of material in different configurations. Review of building and material codes. Responsible for all administration of the business. Sign contracts, review insurance applications, contracts, etc. Coordinate all office personnel and project management. Responsible for design documents and submittals, project design, review of shop drawings, reports, etc.

February 1992

to

October 2012

Robert R. Rosen Associates, Conshohocken, PA.-Principal Officer. Professional Engineer: Attained Professional Engineering License in

Pennsylvania and eight other states. Design and review of structures in steel, wood, and reinforced concrete. Schedule and coordinate all project and billings. Attend business meetings for presentation of projects. Visit project sites and coordinate design and shop drawings. Writing of inspection reports.

Expert Court testimony.

Registered Architect: Attained Registered Architect License in the state of New Jersey. Space planning, building elevations, code evaluations, and design.

June 1988

to

February 1992

Robert R. Rosen Associates, Conshohocken, PA.

<u>Staff Engineer.</u> Designed various structural members in steel, wood, and reinforced concrete. Negotiated fees of several projects and responsible for billings of participating projects. Attended meetings for presentation of new projects. Directed all planning and coordinating of projects throughout office personnel. Participated in writing of Engineering Reports.

#### **HONORS AND AWARDS:**

Dean's List 1988, 1987, 1986, 1985, 1984.

Member of Chi Epsilon, National Civil Engineering Honor Society, current Member of Tau Beta Pi, National Engineering Honor Society, current. Recipient of Samuel J. Leonard Scholarship Award, 1987.

Recipient of Clara G. Troth Scholarship Award, 1986.

US Patent no. 5,950,857 –Leakproof and Squeezeproof Juice box holder.

#### Professional Licenses:

Registered Architect, New Jersey, June 1996.
Admitted to Pennsylvania Bar, May 1996.
Admitted to New Jersey Bar, December 1995.
Professional Engineer, Connecticut, 1998.
Professional Engineer, Rhode Island, 1998.
Professional Engineer, New Hampshire, 1994.
Professional Engineer, Virginia, 1993.
Professional Engineer, North Carolina, 1993.
Professional Engineer, New Jersey, 1993.
Professional Engineer, New York, 1993.
Professional Engineer, Delaware, 1993.
Professional Engineer, Pennsylvania, 1992.
Engineer-In-Training, 1988, (National Certificate).



### Structural Condition Assessment 107 Chestnut Street, Philadelphia, PA

Keast & Hood Project 200083A.01 May 18, 2020

#### **OVERVIEW**

Keast & Hood was requested to provide a "second opinion" to assessments made by SE2 Engineering earlier this year. The property owner is concerned about the stability of this building due to movement of the western bearing wall and a blow-out of part of the front wall, resulting in citations from the Phila. Dept. of Licenses & Inspections. A visit was made on May 11, 2020.

#### **OBSERVATIONS**

The subject property is occupied by a four-story commercial building. The first floor has most recently been used as a commercial space while the upper floors were apartments. Each floor structure consists of wood joists spanning east-west across the width of the building; due to the finishes, it could not be determined whether the roof joists span the same way or are turned to span north-south to follow the roof slope. The exterior consists of multi-wythe brick bearing walls with punched windows, except for the first floor front that is trimmed with granite architrave columns and heads supporting the wall above. There is a somewhat similar building to the east (105 Chestnut) but the lot to the west is a driveway for a parking lot to the rear (north).

By comparing interior and exterior measurements, it was determined that the west wall (party wall with the long-gone 109 building – see Civic Visions report) is two wythes of common brick coated with stucco. This 8" thickness is inadequate for a 4-story building. The stucco is in poor condition, showing several large cracks and bows that indicate that the stucco is peeling away from the brick. However, it is also clear at the front (southwest) corner that the two wythes of brick have separated by as much as two inches. Either the headers have sheared or there were none installed to knit the wythes to make a unified 8" wall. Both SE2E and the owner said that the gap between the wythes has grown over the last couple months, which is alarming. The two 4" walls separated by a gap have no hope of supporting the building as all the load from the floor joists would be on the inner (eastern) wythe alone. There do not appear to be any recent alterations to the structure that would have triggered these movements.

A related concern is that the first floor joists have fallen out of their pockets in the west wall. Temporary shores were then installed under the joists to support the first floor, but in the last week these shores have fallen over, possibly indicating further movement. Therefore the west ends of the joists were visually checked at the second, third and fourth floors and all appear to be properly in their bearing pockets with no horizontal movement discovered, but all should be aware that there is no positive connection of the joists to the bearing pockets other than friction so a "release" (slippage) could occur at any time. The east end of those joists were concealed by wall finishes.



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The front and rear walls of the building were also reviewed. The rear wall appeared relatively plumb but it is shorter in width due to the offset for the lightwell. The front wall has a pronounced outward bow in both the horizontal and vertical directions, most obvious at the third floor. A 16" x 20" hole was seen in the front wall next to the center 2<sup>nd</sup> Fl. window; the owner reported that this was a sudden blow-out that occurred in the last few weeks. There is a larger loss of the interior brick back-up wythes at that location.

#### **A**NALYSIS

The combined observations of the increasing gap between the wythes of the west wall, and that the first floor joists have fallen out of their bearing pockets, seems to indicate that the foundation of the west wall is moving westward (see diagram on p. 6). The upper floor joists restrain this movement, creating bowing stresses in the wall that further distort the lower portion. This condition places the bearing wall in peril.

The west wall is much too thin for its height even if it wasn't coming apart – at 8" thick it is too slender and prone to buckling, especially without the bracing provided by floors of the former 109 building. More importantly, the separation of the wythes of the 107-109 party wall means the capacity and stability are greatly reduced – now only one 4" thickness of brick is trying to carry the entire weight of the four story building. Unfortunately because the two wythes are now so far apart, there is no practical way to knit them back together to get them to work in unison as an 8" wall. No evidence was discovered of a significant change that would trigger this recent movement (such as removal of a bearing partition or undermining of the foundation).

Party walls rely on the continuity of a series of similar structures for stability, unintentionally using the front & rear as ersatz shear walls. However, one can see clearly in the photographs that the west party wall is not bonded to the front wall except for some retrofit straps – the façade that was continuous with 109 was demolished too far into 107. As was common for this type of construction, since the floor joists span across the building, there is no restraint for the front and rear walls across the width of the building, resulting in the bowed condition that was observed. That is why so many similar buildings have "star bolts" to anchor the front and rear at each floor level. Indeed, this building has straps at the rear on top of the Third Floor for that purpose, but none were found at the front. Notice the X-cracks in the front above and below the 3<sup>rd</sup> Fl. windows, a sure sign of distress. The front wall is trying to prevent the building from falling sideways toward the west as the west wall buckles, and the result is the blow-out hole at the second floor window due to the redistribution of stresses. The front wall cannot sustain these stresses and is failing.

#### **CONCLUSIONS**

One must conclude that there is a growing and immediate concern that the west bearing wall may collapse, causing the collapse of the entire structure. If the front wall fails, it too may trigger a collapse because it is now overloaded trying to "help" the west wall – its loss would throw those stresses back to the west wall.



05/18/20 Page 3

After considering all of the foregoing, the building appears to be too unstable now to safely install internal shores through all the floors and roof to take the loads off of the walls. Therefore demolition of the structure in a controlled fashion is unfortunately recommended.

It should be understood that this situation is not one of "demolition by neglect." The shortcomings of the west wall were not apparent to the owner at the time the property was purchased, and have only recently become manifest despite that there are no obvious internal triggering events. It is not possible to determine if there has been a specific external event that has caused this problem, such as storm damage, softening of the soils due to excessive rainfall, or high winds.

In summary, the conclusions expressed in the SE2 Engineering and Civic Visions reports are endorsed.

#### **IMAGES**

Illustrations appear on the following pages. The photographs were all taken during the May 11 visit.

C. BAUMER

Respectfully submitted,

Frederick Baumert, PE

Senior Principal





107 (left) and 105 Chestnut, looking north at frontage. Note the hole next to the 2nd Fl. window



Full height joint between the façades.



Southwest corner overview.



Gap between the 109 wythe and 107 wythe (behind the granite column) of the west wall.





First floor joists have fallen out of the bearing pockets.



Screw jacks under the unsupported joists fell over recently.

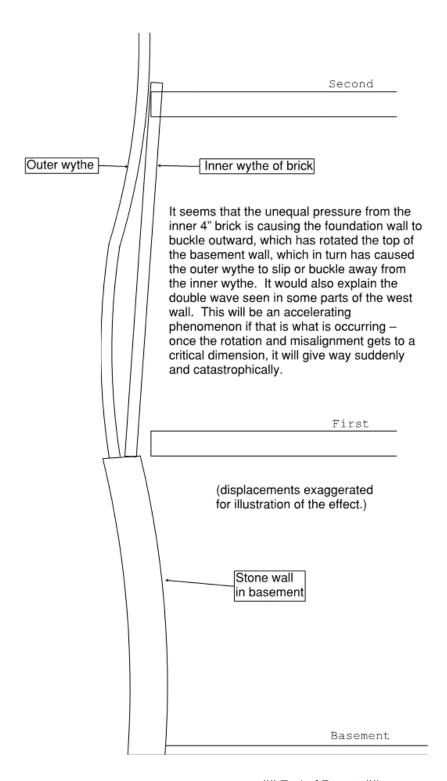


Stucco and wall are buckling.



Stucco is delaminating.





## End of Report ##



#### **EDUCATION**

**PROFILE** 

The Pennsylvania State University | Bachelor of Science, Civil Engineering | 1980
Drexel University | Master of Science, Civil Engineering | 1989
Construction Documents Technologist | 1996

## Certified Construction Specifier | 2004

Fred Baumert's 40 years in engineering have encompassed design of new structures in steel, concrete, masonry and wood, as well as renovation and restoration of older and historic structures.

Fred examines projects from both the engineering side and the owner's viewpoint.

His dual perspectives on the project design process stem from his role as a former chair of the Buildings & Grounds committee of a local college. Wearing the "owner's hat" gives Fred a keen perspective on issues of material quality, long-term serviceability, and life-cycle costs.

#### **REGISTRATION**

Professional Engineer Pennsylvania PE036150E

Delaware 14417 Maryland 33603

#### **PUBLICATIONS**

"Emphasis on Aesthetics," Civil Engineering, July 2002

"Reengineering Tradition," Structure Magazine, March 2008

"Building in Tight Urban Spaces," Journal of the National Inst. of Bldg. Sciences, Autumn 2018 (with W. Talarico & P. Moses)

#### **WORK EXPERIENCE**

Keast & Hood Co. 1980 Joined firm

1989 Principal, Chairman of the Board

#### PROFESSIONAL ACTIVITIES (current)

American Institute of Steel Construction

American Society of Civil Engineers: President for the Structural Engineering Institute Philadelphia Chapter

Association of Preservation Technology: Life Member

The Athenaeum of Philadelphia: Life Member

The Carpenters' Company of the City and County of Philadelphia

#### **COMMUNITY SERVICE**

Bryn Mawr College: Trustee Emeritus, Buildings & Grounds Committee

Covenant Fellowship Church: Greeter

Morris Arboretum: Physical Facilities Committee





This report is written as a corollary to the report on 107 Chestnut Street being prepared by Fred Baumert, PE of Keast & Hood.

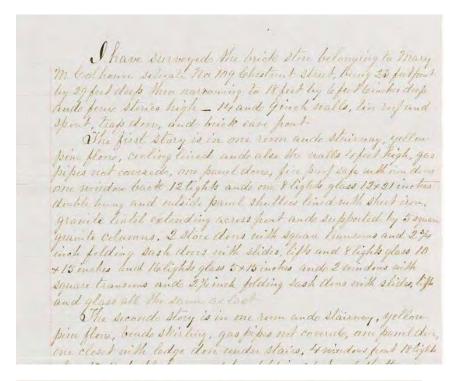
The present conditions of 107 Chestnut Street are direct results of the decisions of the original builders in the 1840s, coupled with the pre-1942 demolition of 109 Chestnut and other changes to the site which have destabilized the formerly intact row. These original building conditions are evident in the facts of the construction as detailed in the report by Mr. Baumert who notes that the party wall 107 Chestnut conformed to the 9" party walls described in the 1848 and 1868 insurance policies cited below on file at the Philadelphia Contributionship. Those insurance policies refer to 9" walls on either side of 107 Chestnut Street, which, as confirmed by Mr. Baumert, represent a party wall of paired bricks with a single wythe of brick on each side of the property line.

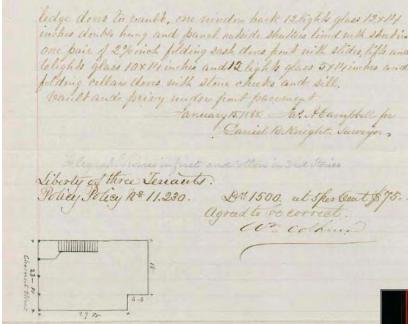
I have Surveyed a brok House belonging to Mary of the Colhorne, Must on the Math side of Cheshad Must; West of the near Heart Street, 1873. — Bline / The food Must West of the Mais high, I would. The lower sing in one term I ber only the flow of Ty" yellow home plane base would, Jecison Mustdings a folding work diver front Gloss 5 they 18" have about solding with floys 5 they 18" have the little to the I the Street of the Jesus of

Detail, page 1 Policy # 7387 noting "newly built" present #13 Chestnut (renumbered after 1854 as 105 Chestnut Street);policy dated 6<sup>th</sup> mo. 5<sup>th</sup>, 1848 [June 5, 1848] with 9" wall.

The above policy and a similar one for #17 (later 109 Chestnut), both dating from 1848, correspond to the addresses of buildings, now 105 and the demolished 109 on the "north side of Chestnut Street, west of and near Front Street..." Numbers were changed after the

1854 Consolidation of the city which henceforth used each numbered street as the basis for numbering on east-west streets. The same building conditions are described in the 1868 policies for addresses of the present building #105 and the building on the now vacant site at #109, that is, the buildings that shared party walls with 107. In both the 1848 and 1868 policies, party walls (with 107 Chestnut) are described as being 9," approximately the depth of two wythes of brick, while the height is described as the present condition of four stories.





Detail, policy #11,230 dated January 15, 1868 for 109 Chestnut Street; the 14 x 9" walls referenced are the 14" front wall and the 9" party walls as presently measured.

Mr. Baumert's measurement, per his report, of the west wall between 107 and the former site of 109 Chestnut shows two wythes of4" plus 4" which confirms the 9" wall described by the policy. (Party wall law requires that demolitions leave the full shared wall.) A wall of 9" was apparently considered adequate in pre-1850 construction in Philadelphia. However, by the next decade, Philadelphia building regulations began to require thicker walls. This change in building practices was regulated by the "Act of May 7, 1855 to Provide for Regulation and Inspection of Buildings in the city of Philadelphia", the first city building code, which provided for inspectors of buildings of the city. It specifically regulated the increasing height of buildings in the rising industrial city by requiring that

...all buildings with a front of not less than sixteen and not more than twenty feet, and not more than forty five feet high, the foundation or cellar walls shall not be less than eighteen inches in thickness, the party walls not less than thirteen inches (my emphasis), and the front walls not less than thirteen inches in thickness....¹

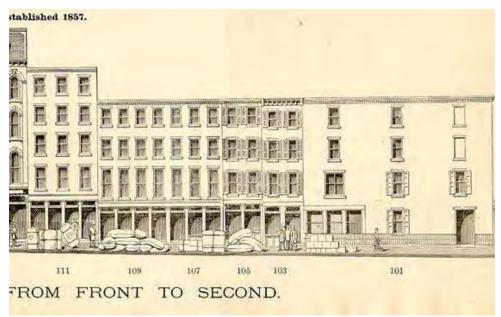
The cited insurance policies describe buildings that pre-dated the new building code, and thus indicate building construction that by 1855 would have been viewed as substandard.

The second physical issue affecting the present condition of 107 Chestnut Street can be understood from a 19<sup>th</sup> century engraving showing the north side of the 100 block of Chestnut Street. It depicts the subject building in a row along with the south side of 50 S. Front Street whose rear was numbered 101 Chestnut, followed by 103 (with shutters and wood cornice); 105 (with brick cornice, shutters and windows offset from 107 and 109). The buildings shown at 107 and 109 appear as a single unit of construction with continuous shop fronts, similarly sized windows and configuration, lack of shutters, and brick cornices. This continuity and their placement in a continuous row would have given 107 and 109 greater stability by buttressing each other laterally, as noted in Mr. Baumert's report:



Baxter Panoramic Business Directory, issued December 1879, "Chestnut Street, Philadelphia North Side from Front to Second.

<sup>&</sup>lt;sup>1</sup> William Duane, William B. Hood & Leonard Myers, Act of May 7, 1855 To Provide for Regulation and Inspection of buildings in the city of Philadelphia, A Digest of the Acts of Assembly Relating to the City of Philadelphia (Philadelphia: J. H. Jones, 1856) pp. 94-97, Section VIII "Thickness of Walls." https://play.google.com/store/books/details?id=CNREAAAAYAAJ&rdid=book-CNREAAAAYAAJ&rdot=1 (Accessed May 2016).

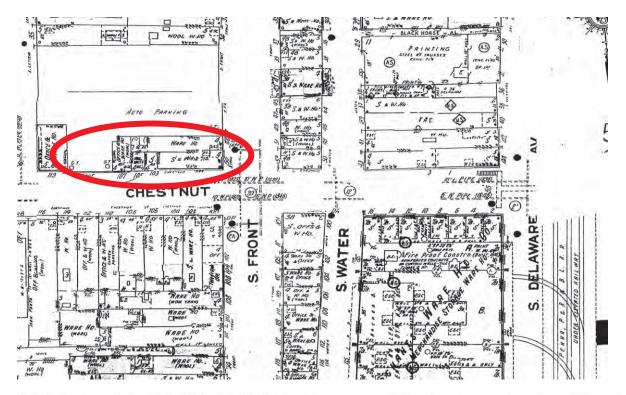


Detail of *Baxter's Panoramic Business Directory* showing vertical breaks between 101 and 103, 103 and 105, 105 and 107, with no break between 107 and 109; and another break between 109 and 111.

The vertical lines indicated in the *Baxter's Panoramic Business Directory* conform to the visual evidence of the physical site. Mr. Baumert's photograph reveals a cold joint with no interlocking of brick in the facades between 105 and 107 Chestnut Street, indicating their separate construction. Together with their shared proportions, window sizes, lack of shutters, similar shop fronts and cornices noted above, this evidence suggest that 107 and 109 were almost certainly a single project. Both depended on each other for stability, essentially resisting lateral dynamic forces in the masses of each building. The demolition of 109 Chestnut Street prior to 1942 thus would have negatively affected the stability of 107 Chestnut Street.

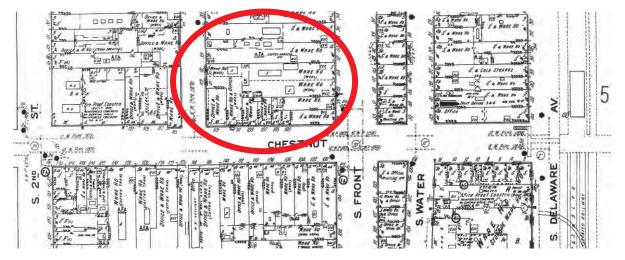


Fred Baumert, Photograph of cold joint behind drain line, between 105 and 107 Chestnut Street, May 11, 2020



Detail, Sanborn Atlas Plate Philadelphia, Vol. 1. Pl. 32, 1951 revision showing previous demolition of 109 and 111 Chestnut Street as well as the interconnections of 48 and 50 S. Front Street with 103-105 and 107 Chestnut. All of the buildings east of Front Street including all of the Water and Delaware Ave buildings have since been demolished to the Delaware River for the I-95 depressed roadway.

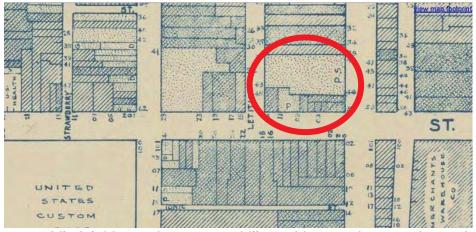
The 1916 Sanborn Atlas plate (below) shows that the southeast corner of the north side of the 100 block of Chestnut Street was tightly interconnected and functioned as a single unit. With the demolition of the buildings to the west of 107 Chestnut, and those to the east and north, the site has been compromised for more than 70 years.



Detail, Sanborn Atlas Plate Philadelphia, 1916-1929, Vol. 1. Pl. 32, 1916 showing continuity of block north of Chestnut Street prior to the Depression. The block is entirely filled in with no vacant space.

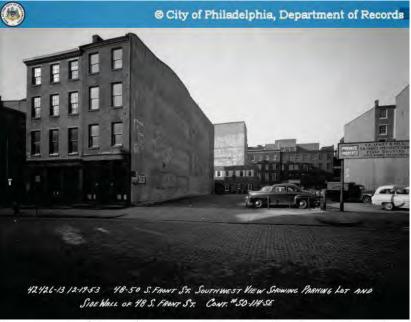
#### Site conditions:

A third physical issue directly affects the physical condition of 107 Chestnut Street. Prior to 1959, the district on the east side of the city was considered to be a slum that was to be cleared as part of the postwar rebuilding of blighted districts. Building permits from the 1930s and 1940s and the evidence of the 1942 Land Use map show a spate of demolitions and reductions of building stories that were apparently intended to reduce tax burdens during the Depression. Vacant properties were paved for parking.



1942 Philadelphia Land Use map, PhillyGeohistory. The map shows that 109 and 111 had already been demolished and were serving as parking [labeled "P"] by 1942.

The south-east quadrant of the block east of Letitia Street between Chestnut and Black Horse Alley was largely demolished as is evidenced in the Philadelphia Land Use map of 1942 and Department of Records photographs of the block taken in the early 1950s.



Department of Records: "48-50 S. Front St. Southwest View Showing Parking Lot and Side Wall of 48 S. Front St." (Dec. 1953). The new colonial revival 111 Chestnut Street (with shutters) is visible in the distance.



Department of Records: Chestnut Street, 103, 107 showing parking on the site of 109 and remaining plaster on its former party wall (1959 Photograph) This clearly shows the slope of the roof toward Chestnut Street as well as the different cornices, window sizing, and breaks in the façade evident in the *Baxter Panoramic Business Directory* engraving that further corroborate the separate builds of 103, 105, and 107.

The 1959 Department of Records photograph of 103, 105, and 107 Chestnut shows parking on the site of 109 Chestnut which had been demolished prior to 1942 as evidenced in the

1942 Land Use map and the 1951 Sanborn plate. The condition of the signs and the weathering of the exposed plaster shows considerable weathering consistent with a generation of exposure. This would have had a double impact on 107, which having been built as part of a continuous row with joists running east-west, was braced by 109 for lateral stability. The demolition of 109 removed the westward stabilization while exposing the soft brick of the party wall introducing moisture into the wall. Given the preexisting inherent vice of the original 9" party wall construction, 107 would likely have been weakened by the demolition.

### The Construction Materials:

The building at 107 Chestnut Street was constructed of typical mid-19<sup>th</sup> century Philadelphia materials with granite posts and lintels for shopfronts supporting a hard Philadelphia pressed brick façade facing Chestnut Street. Pressed brick is typically slightly smaller than the standard, relatively soft and unfired interior brick known as "salmon" brick for their color. This size difference makes it difficult to lay in such a way that bonding courses can connect the outer and inner brick. In the case of 107 Chestnut a detail of the recent failure of the façade shows no bonding courses (that make the wall into a single structural unit) in the 20 courses visible in the photograph and none in the entire façade in the photo on p. 10.





Left: Detail of south façade 107 Chestnut Street, showing failure of middle left pier of the front wall adjacent to second floor window, photograph, Fred Baumert, Keast & Hood, May 11, 2020.; Right three wythes of brick, two inner layers of salmon brick filling out wall to depth of window frame with outer pressed brick facing Chestnut Street. The collapse suggests failure of a bond course in the salmon brick between the layers (or this may have been where the mason laid cut brick ends); photograph, Fred Baumert, Keast & Hood, May 11, 2020.



No bond courses of headers are visible in the entire main façade. Large settling cracks in the façade between the second and third floor show additional stresses in the façade. Note that the window sizes and locations are different than in 105 to the right, making clear that they are separate buildings. Photograph Fred Baumert, Keast & Hood, May 11, 2020

The rear walls in areas that were intended to be exposed show a third type of ordinary Philadelphia brick that is fired, but not as precisely cut nor as hard-fired as the main façade. pressed brick. This material is harder than salmon brick and softer than pressed brick.





Left photo: rear of 107 Chestnut Street showing medium hard exterior grade brick with extensive weathering (arrow) at the northwest corner. Right photo: Rear of 105 Chestnut with fired redder brick below showing the one story wing of 48 S. Front Street that originally covered that portion of the wall. The darker brick above is smoke darkened from exposure to the industrial city air. Stuccoed areas were formerly covered by other buildings and are presumably salmon brick. Photographs Fred Baumert, Keast & Hood, May 11, 2020.

The stucco prevents determining whether the west wall of 107 Chestnut Street, that was the party wall with 109 Chestnut, was principally built of the least expensive salmon brick – though the fact that it was stuccoed suggests that it was the softest material. In any event, the west wall was exposed to weather for some time before the 1959 photograph of the side wall that showed the original plaster of the interior of 109 still remaining on the party wall. At a later date, perhaps in response to interior damage from moisture penetrating the exposed wall, the exterior wall was covered with stucco as a protective layer. That stucco weatherproofing is never entirely adequate as evidenced by the damage to the exterior brick adjacent to the stucco at the rear and likely has permitted water to penetrate the west wall in turn rotting the ends of the joists that are now supported in the basement and are pulling out of the wall as reported in the two Jay Rosen engineering reports.

Taken together, these conditions, that in art conservation terms might be considered to be "inherent vices" (meaning that the problems are inherent to the original materials and construction methods), created the problems at hand.

#### Historic Site Conditions:

The 100 Block of Chestnut Street had other issues that underlie the understanding of the site of 107 Chestnut Street. The original condition of the river front, as described in

numerous historic sources was one of cliffs (that were sufficiently steep to permit excavation for caves for shelter during the first winter of the new city) remained throughout the 18<sup>th</sup> century. Engravings and photographs show stairs down to the river. This condition of the cliffs created difficulty in accessing the waterfront and led to the higher ground around Second Street being graded toward the river creating new ground that was bulkheaded out into the river. The zone between Second Street and the river thus was disturbed meaning that the soils below the building were not as stable as undisturbed land further to the west.



Slope from Second to Front Street along Walnut Street showing the gradual incline toward the river, the result of 18<sup>th</sup> century grading; Photo: Philadelphia Department of Records, January 9, 1954.

Beyond the issue of filled land, another major impact on the physical condition of the site was the excavation of I-95 along the river. Construction planning for a waterfront highway had begun with plans by the city in the 1930s which were delayed by World War II. Under Joseph Clark, plans were revived and by the mid-1950s plans and documentation were well underway. It is likely that the 1959 photographs of South Front Street were part of a documentation of physical conditions of buildings prior to the open trench excavation. That

work removed the buildings along Water Street and Delaware Avenue and may have further destabilized the site.



Demolition of Delaware Avenue and Water Street buildings providing view of Front Street, looking west in trench for I-95: Photograph: Department of Records, Larry Williams, 1966. Note no retaining walls and simple grading between Front Street and the future site of the expressway.

#### Conclusion:

The conditions of 107 Chestnut Street are the result of inherent vice in the original construction – the undersized party wall between 107 and 109 Chestnut Street; the failure to bond the pressed brick front with the backup masonry of the front façade, and the demolition of the western half of the original unit of construction of 107-109 Chestnut Street prior to 1942. The demolition of 109 Chestnut Street exposed the likely salmon brick of the party wall between 107 and 109 Chestnut Street for at least a generation (1942 to 1959) and perhaps as much as two generations (until nearly the time of purchase by the present owner, c. 1989) depending on when it was finally stuccoed. Moisture in the salmon brick would have contributed to the damage of the ends of the joists resting in the wall. On the other hand the empty

basement and the simple timber framing of 107 Chestnut Street were not designed to resist the earth pressure created when 109 was demolished, its basement filled with dirt, and then subject to the weight of moving automobiles on the parking lot. Further, given the instability of the original site due to the regrading of the cliffs and the removal of the buttressing soils excavated for the I-95 cut, the difficulties of 107 Chestnut Street could have been anticipated. All of these conditions were in place prior to the purchase of the property by the present owner after 1989.

# A Note on Architectural significance:

One final note: the building at 107 Chestnut Street was designated in 1970 as part of the survival of the old port and its buildings. In the years prior to that action by the Historical Commission, the city and the federal government had demolished all of the buildings between Front Street and the Delaware River including the buildings of Water Street and Delaware Avenue for the open trench of I-95. Since the designation in 1970, most of the other buildings of the southeast quadrant of the block east of Letitia Street were demolished for parking for various businesses and for new construction at 22 and 24 S. Front Street, both of which continue west to Letitia Street. At this point, after all of these changes, what was a relatively ordinary mid-19<sup>th</sup> century building that provided context about the commerce near the river is now isolated with only its near twin, 105 Chestnut Street, in a sea of parking. Given these conditions, the contextual value of the building is lost. Dozens of other buildings of similar style, material, and date exist in the Old City Historic District with better context and as parts of rows that still function aesthetically and structurally.

Prepared by: CivicVisionsLP George E. Thomas, Ph.d. Member

#### GEORGE E. THOMAS, Ph.D.

Co-director Critical Conservation, MDes Program Graduate School of Design, Harvard University

#### **Professional Practice**

George E. Thomas is a cultural and architectural historian practicing with Susan Nigra Snyder in Civic**Visions**, a consulting practice based in Philadelphia. They use research, analysis, and design to create urban and institutional identity for communities and colleges. Dr. Thomas's research investigates how regional history is expressed in contemporary life.

Dr. Thomas is presently co-director with Ms. Snyder of the Critical Conservation MDes program at the Graduate School of Design at Harvard University. There they look at broader cultural issues than the simple preservation of a structure or object; placing the action of preservation in a larger context of elite power and social injustice through the lens of the uses and abuses of history and heritage. He has taught at Bryn Mawr College (1976-7 and 1978 and in the University of Pennsylvania's Historic Preservation Program (which he cofounded in 1978) and the Urban Studies Program at University of Pennsylvania from 1978-2015. In 1995 he was awarded the University's Provost's Award for Distinguished Teaching.

Dr. Thomas has written and lectured widely on nineteenth and early twentieth century American architecture. His research on post-Civil War American commercial and industrial architecture has broadened our understanding of the origins of modern design in the work of Pennsylvania architects serving industrial clients. In 1991 he was the principal author of Frank Furness: The Complete Works (Princeton Architectural Press) which reintroduced that vigorous Victorian to the American profession. His Building America's First University: An Architectural and Historical Guide to the University of Pennsylvania (University of Pennsylvania Press, 2000' with David Brownlee) places Philadelphia's university in the context of the city's industrial culture. His William L. Price: From Arts and Crafts to Modern Design (Princeton Architectural Press, 2000) extends this research into the twentieth century forging a link between the better-known modernism of the mid-west and Price's progressive architecture of the east coast that was rooted in the industrial culture.

In 2000, Mr. Thomas was asked to organize a team to prepare the first comprehensive architectural and cultural guide to eastern Pennsylvania under the aegis of the Society of Architectural Historians Buildings of the United States series. Published in 2010, Buildings of the United States: Philadelphia and Eastern Pennsylvania examines the role of Philadelphia and Eastern Pennsylvania in shaping the early nation while placing the region in the theoretical frame of the ecological relationship between culture and design. His writing has as its central thesis the culture of innovation that was initiated by William Penn's open society and continued in the great industrial culture of the late 19th and early 20th century that culminated in the invention of ENIAC, the first computer in 1945.

Dr. Thomas's work has been represented in numerous architectural exhibits beginning in 1973 with the Philadelphia Museum's "The Architecture of Frank Furness" and has continued in multiple books and exhibits including "William L. Price: Arts and Crafts to Modern Design" that traveled to the National Building Museum in 2001 and 2002.

Mr. Thomas has been active in the field of historic preservation since the early 1970s where he helped develop the role of the research team as an adjunct to architectural and planning

professionals. Mr. Thomas was founding partner of the Clio Group, Inc. in 1977 and served as its president until 1988. There he directed a multi-disciplinary team of archaeologists, urban, architectural and landscape historians, materials conservators, and photographers. Working independently, and in conjunction with many of the region's premier architects, this team directed the preservation of many of the landmarks of the mid-Atlantic region including 30th Street Station and the University of Pennsylvania's Fisher Fine Arts Library, College Hall, Logan Hall, and Irvine Auditorium.

#### Education

Ph.D., University of Pennsylvania, History of Art, 1975 B.A., Dickinson College, 1966

## **Consulting Work**

Founding partner: CivicVisions, LP, 2002

Founding Principal, George E. Thomas Associates, 1992

Clio Group, Inc. Founding Partner, 1977 Clio Group, Inc. President, 1977-1988

Director of Historic Research, 1977 - 1992 with responsibility for: 30 National Register Historic District Nominations; Over 100 National Register Nominations: Traymore Hotel, Atlantic City, 1972; Lits Brothers Department Store, Philadelphia, 1973; Reliance Insurance Company, Philadelphia, 1973, Hamilton Estate, Philadelphia, 1981; Rittenhouse Historic District, Philadelphia, 1982; Bindley Hardware, Pittsburgh, 1982; Schuylkill Historic District, 1985, Stoddartsville, Pa. Historic District, 1998: Cobbs Creek Historic District, Philadelphia, 1998

#### Teaching

- Harvard University, Harvard Graduate School of Design, Department of Architecture: Lecturer 2011 - ff. Co-Director Critical Conservation, 2013 to present
- University of Pennsylvania: Lecturer 1975-1976, 1979-2015, Historic Preservation; Urban Studies; Architecture and City and Regional Planning; Teaching Fellow 1967-1969.
- Bryn Mawr College, Lecturer and interim director, Growth and Structure of Cities program 1974-1975; Centennial lecturer, 1978.

#### **Academic & Literary Awards**

- 2019 Victorian Society in America, Literary Award for Frank Furness: Architecture in the Age of the Great Machines (Philadelphia: University of Pennsylvania Press, 2018)
- 2000 Athenaeum of Philadelphia Literary Honor Award, *William L. Price: Arts and Crafts to Modern Design* (New York: Princeton Architectural Press, 2000).
- 1995 Provost's Award for distinguished teaching, University of Pennsylvania

1991. American Institute of Architects, Honor Award for *Frank Furness: The Complete Works.* Principal author, with Michael J. Lewis and Jeffrey A. Cohen. New York: Princeton Architectural Press, 1991).

Pennsylvania Society of Architects, "Service to the Profession" award, 1988

Samuel H. Kress Fellow, 1971-1972

Teaching Fellow, History of Art Department, University of Pennsylvania, 1967-1969

#### **Professional Honors**

- 2014 Adaptive Re-Use and Restoration of the American Chemical Heritage Foundation Storage Facility, Preservation Alliance Award for Adaptive Re-Use
- 2006 Restoration of the Hotel Fauchère, Milford, Pa PHMC Awards
- 2003 Lower Merion Conservancy Award for Bryn Mawr Student Village with Buell-Kratzer, Powell.
- 2002 AIA honor award for adaptive reuse of Bryn Mawr College's Frank Furness-designed Charles Perkins House, for adaptive reuse as the new Admissions Office, with Buell Kratzer, Powell.
- 2001 Preservation Alliance Award, Perelman Quadrangle, with Venturi, Scott Brown and Associates, for the University of Pennsylvania.
- 1992 Advisory Council for Historic Preservation, President's Award for Furness Building, University of Pennsylvania, principal-in-charge, 1992, with Venturi, Scott-Brown and Associates
- 1991 Pennsylvania Historic and Museum Commission, special award, Furness Building Restoration, principal-in-charge
- 1988-90 Pennsylvania Historic and Museum Commission, special award, Old Economy Village Report, principal-in-charge.

#### **Publications**

#### Books

- Frank Furness: Architecture in the Age of the Great Machines. University of Pennsylvania Press, 2018. Winner: Victorian Society in America, 2019 Literary Award.
- First Modern: Frank Furness's Pennsylvania Academy of the Fine Arts. Pennsylvania Academy of the Fine Arts, 2017
- Buildings of the United States, Pennsylvania: Philadelphia and Eastern Pennsylvania, Principal author, with Patricia Likos Ricci, Richard Webster, Bruce Thomas, Lawrence Newman and Robert Janasov. Charlottesville, VA, University of Virginia Press, 2010.
- The University of Pennsylvania Campus Guide. New York, Princeton Architectural Press, 2002.
- William L. Price: From Arts and Crafts to Modern Architecture. New York: Princeton

- Architectural Press, 2000. Winner Athenaeum of Philadelphia Literary Honor Award.
- Building America's First University: an architectural and cultural history and guide to the University of Pennsylvania Principal author, with David B. Brownlee. Philadelphia: University of Pennsylvania Press, 2000.
- American Architectural Masterpieces of the Twentieth Century. With Michael J. Lewis. Reprint of Lewis Mumford and Oliver Reagan, American Architecture of the Twentieth Century (New York: 1927) and Hoak and Church, Masterpieces of American Architecture, (New York, 1931). Princeton Architectural Press, 1992.
- Frank Furness: The Complete Works. Principal author, with Michael J. Lewis and Jeffrey A. Cohen. New York: Princeton Architectural Press, February 1991 Winner, American Institute of Architects, Honor Award.
- The Book of the School 100 Years. Principal author with Ann Strong. Philadelphia: University of Pennsylvania Graduate School of Fine Arts, 1990
- Drawing Towards Building: Philadelphia Architectural Graphics 1732 1986. With James F. O'Gorman, Jeffrey A. Cohen, and G. Holmes Perkins. Philadelphia: University of Pennsylvania Press, 1986
- Cape May: Queen of the Seaside Resorts. Principal author with Carl E. Doebley. Philadelphia: Art Alliance Press, 1975
- William L. Price: Builder of Men and of Buildings. Ph.D. dissertation, University of Pennsylvania, 1975
- The Architecture of Frank Furness. Principal essay by James F. O'Gorman. Philadelphia; Philadelphia Museum of Art, 1973

#### **Articles**

- Oxford Bibliography, "Frank Furness" 2018.
- With Susan Nigra Snyder, "From Ruskin to Pleasantville: Color as an Instrument of Social (dis)Agreement," New Geographies 3: Urbanisms of Color, Gareth Doherty, ed., Harvard University Graduate School of Design, 2011.
- "From a Side Pew: Meditations on the Saints of St. Peter's," Cordelia Frances Biddle, et al., St. Peter's Church: Faith and Action for 250 Years, Philadelphia, Temple University Press, 2011.
- With Susan Nigra Snyder, "William Price's Traymore Hotel: Modernity in the Mass Resort," The Journal of Decorative and Propaganda Arts, 25, The Hotel, (spr. 2005), 186-213.
- "Building Penn's Brand," Pennsylvania Gazette, 101:1 (Sept/Oct. 2002) 28-33.
- "The Happy Employment of Means to Ends:' Frank Furness's Library of the University of Pennsylvania and the Industrial Culture of Philadelphia," Pennsylvania Magazine of History and Biography, (April 2002).
- "From Frontier to Center City: The Evolution of the Neighborhood of the Historical Society of Pennsylvania," Pennsylvania Magazine of History and Biography, 124 (January/April 2000) 7-42.
- "Wildwood At Heart," *Pennsylvania Gazette*, (September October 1998) 40-41.

- "The Wildwoods-by-the-Sea: Learning from an `Other-Directed' Place," *Penn in Ink*, April 1998, pp.1-2.
- "Frank Furness and the Poetry of the Present," Introduction to Ted Bosley, University of Pennsylvania Library. London: Phaidon, 1996.
- "Drexel University An Architectural History of the Main Building, 1891-1991," Booklet published in conjunction with the Drexel University Centennial, 1991.
- "William Price's Rose Valley: Social Radicalism leading to Architectural Modernism," publication for American Craft Museum's Centennial Publication, 1993.
- MacMillan Encyclopedia of Architecture. Various biographies.
- International Encyclopedia of Architecture. Chicago: St. James Press. Various articles...
- "A House Built on Sand: The Construction of Atlantic City's Traymore Hotel." VIA 7, issue on structures, 1984: 8-21
- "William L. Price, Architect: Prophet Without Honor" and "Rose Valley Architecture: Where Art Served Life." In A Poor Sort of Heaven, A Good Sort of Earth: The Rose Valley Arts and Crafts Experiment. William Ayres, ed. Chadds Ford, Pennsylvania: Brandywine River Museum, 1983: 23-26
- "Social Stratification and Architectural Patronage in Philadelphia, 1840-1920." In *The Divided Metropolis*. Howard Gillette and William Cutler, eds. Westport, Connecticut: Greenwood Press, 1980: 85-124
- Philadelphia: Three Centuries of American Art. Darrel Sewell, ed. Philadelphia Museum of Art, 1976.
- "The Statue in the Garden" and "Art Deco Architecture and Sculpture." *Sculpture of a City:*Philadelphia Treasures in Bronze and Stone. Philadelphia: Fairmount Park Art
  Association, 1974
- "The Goals of William L. Price." In *A History of Rose Valley*. Peter Ham, ed. Rose Valley: privately published, 1973
- "The Politics of Destruction: When We Destroy the Past, We Also Destroy the Future." *Philadelphia Magazine* LXIV, no. 4 (April, 1973): 100 ff.
- Architecture editor, Philadelphia Evening Bulletin, 1979-1980
- Various reviews, articles, exhibitions, brochures and pamphlets, including "Philadelphia: Panorama of a Civilization" exhibition texts and brochures for 1895-1915 and 1915-1940.

#### **Exhibition Curator**

- "Building a Modern Masterpiece: Frank Furness' Factory for Art": Pennsylvania Academy of the Fine Arts, Summer Fall 2012.
- "Frank Furness: Working on the Railroads," Library Company of Philadelphia, fall 2012 spring 2013.
- "Frank Furness's Machine for Learning: The University of Pennsylvania Library," with James

- F. O'Gorman, fall 2012.
- "Identity and Individualization: The Commercial Architecture of Frank Furness" Drexel University, fall 2012.
- "Learning from Frank Furness: What Louis Sullivan learned in Philadelphia," Philadelphia Museum of Art, fall 2012.
- With Susan Nigra Snyder, Special Photography & Map of Artists Houses in Phippsburg and Seguinland: "Maine Moderns: Art in Seguinland, 1900-1940," Portland Museum of Art, Portland, Maine, June 4-September 1, 2011.
- Curator: "William L. Price: From Arts and Crafts to Modern Design," Arthur Ross Gallery, University of Pennsylvania, May August, 2000.
- Curator and artist, "Cape May: Then and Now," photographs of Cape May in 1997 and the 1970s, Mid-Atlantic Center for the Arts Gallery, spring 1998.
- Curator and artist: "When the Buildings Were White," photographs of Cape May, NJ in the 1970s, Genus Locii Gallery, spring 1996.
- Curator, "Frank Furness: The Flowering of an American Architecture," Arthur Ross Gallery, University of Pennsylvania, 1991
- "100 For 100, History of the Graduate School of Fine Arts," exhibit concept and selection of objects, University of Pennsylvania, Fall 1990
- Exhibition Co-Organizer, "Drawing Towards Building: Philadelphia Architectural Graphics, 1732-1986." Pennsylvania Academy of the Fine Arts, October 9, 1986 January 1987.
- Rose Valley," Brandywine Museum, Chadds Ford, Pennsylvania, Winter 1983.
- "Philadelphia: Panorama of a Civilization," exhibition cycle, sponsored by the American Institute of Architects and funded by the National Endowment for the Humanities, produced and directed with Carl Doebley, 1976:
  - "The Eighteenth Century" at Pennsylvania Hospital
  - "1800-1840" at the Second Bank of the United States
  - "1840-1870" at Maxwell Mansion, Germantown
  - "1870-1895" at Drexel University
  - "1895-1915" at the University Museum
  - "1915-1940" at Strawbridge and Clothier Store
  - "1940-1976" at Municipal Services Building
- "A Victorian Masterpiece Rediscovered," co-curator with Hyman Myers, sponsored by the Pennsylvania Academy of the Fine Arts and the American Institute of Architects, 1974
- Curator, "The Restoration of the Pennsylvania Academy of the Fine Arts: A First Look," the Pennsylvania Academy of the Fine Arts, 1973
- "The Architecture of Frank Furness," co-curator with James F. O'Gorman, Hyman Myers, and the Division of Education, Philadelphia Museum of Art, 1973

#### Selected Lectures

- "Frank Furness Architecture in the True First Machine Age," Gamble House, Pasadena, January 4, 2020
- "Furnaces of Innovation: The Furness Family and the Idea of Progress," First Unitarian Church, November 14, 2019.
- "What Frank Furness taught Will Price," Rose Valley Historical Society, April 14, 2019.
- "First Modern Frank Furness's Pennsylvania Academy of the Fine Arts," Pennsylvania Academy of the Fine Arts. November 7, 2018.
- "Inventing Modern: Frank Furness in Philadelphia," Woodmere Art Museum, April 12, 2018.
- Co-chair, Society of Architectural Historians conference session Chicago with Susan Nigra Snyder, April 2015.
- "It's Not Your Mother's Main Street," International Downtown Association (IDA) National Conference, Milwaukee, with Susan Nigra Snyder, September 2009.
- "Learning from Las Vegas in the Media Age," Society for the History of Technology (SHOT) National Convention, Las Vegas, with Susan Nigra Snyder, October 2006.
- "Frank Furness and the roots of American Modernism," June 2005, Preservation Alliance lecture series.
- "Learning from Las Vegas in the Media Age," AIA National Convention, Las Vegas, with Susan Nigra Snyder, May 2005.
- "From Our House to the Big House Architectural Meaning in Philadelphia School Design," Society for the City and Regional Planning History, National Conference, St. Louis, Nov. 2003.
- "The Madonna Effect: Learning From Las Vegas in the Media Age," Syracuse University Architectural Lecture Series, with Susan Nigra Snyder, April 2003.
- "From Our House to the Big House," Lecture on Philadelphia School Buildings, Urban Studies, University of Pennsylvania. February 27, 2003.
- "Disparate ores: The architectural melting pot of the Delaware Valley," "Worldly Goods" Symposium, Philadelphia Art Museum, November 1999.
- "Frank Furness: Learning from the present," Connecticut College Architectural Program Lecture series, 18 February 1998.
- "New Jersey's Varied Approaches to Resort Building," Penn-Yale joint architectural studio presentation, Wildwood, NJ 20 January 1998.
- Society for Commercial Archaeology National Conference: "The Meaning of Names in the Cultural Universe: Cape May, Atlantic City, Wildwood," 20 September 1997, Wildwood, NJ
- "New Wine in Old Bottles: The Building of Penn's Graduate School of Fine Arts," Society of Architectural Historians, National Conference: Baltimore, MD 19 April 1997
- Keynote address: Chestnut Hill Historical Society 30th Anniversary Lecture Series, "Deconstructing Chestnut Hill: the Social and Architectural History of the pre-

- Houston Village" 23 February 1997.
- University of Pennsylvania Art History Colloquium, "Frank Furness's Muse: the Poetry of the Present," 21 February 1997
- "William L. Price: Utopian Realist," Arden Single Tax Association dinner, 18 January 1997.
- Lecture tour for Penn Alumni Council, Indianapolis and Minneapolis, 22, 23 October 1996 "Frank Furness and the Philadelphia Origins of Architectural Modernism"
- Fall 1996, 21, 28 Sept., 5 Oct. University of Pennsylvania SCUE Preceptorial Program: Three walks through the Revolutionary City:
  - "William Penn's Creation of the Modern Diverse Society,"
  - "The Evolution of the Revolutionary City,"
  - "Sites of the Continental Congress"
- 1996 University of Pennsylvania "Urban Studies Program: 25th year celebration" "The Seven Revolutions of Philadelphia tour"
- 1996 "Penn Gets a Life" campus tour for Alumni Affairs
- 1996, "Frank Furness: the Poetry of the Present," Philadelphia Open House, Merion Cricket Club
- "Philadelphia: City of Revolutions" Lecture for Annual meeting of Chestnut Hill Historical Society" 29 April 1996
- "Frank Furness and the Engineering Culture of Philadelphia" Capstone lecture for 25th anniversary of Urban Studies, Bryn Mawr College, 27 April 1996
- "The Seven Revolutions of Philadelphia," Cliveden Winter Institute, Cliveden House, Germantown, 14 March 1996
- "Houston Hall: When Penn Got a Life," Houston Hall Centennial Lunch Lecture series, 23 January 1996
- San Diego, CA University Alumni Meeting, -- "Campus legends and myths: a celebration of the University of Pennsylvania," 20 January 1996
- Denver, CO, University Alumni Meeting,-- "The Building of the Campus of the University of Pennsylvania: form and content," 19 January 1996
- "Prague: the medieval city as user-friendly Internet," Wharton International Forum, Prague, Czech Republic, 12 January 1996
- "Rose Valley Price: Philadelphia roots for modern architecture," Rose Valley Town Hall, 27 April 1995.
- "Roots of the Modern Movement in Philadelphia Machine Culture," concluding lecture for the Decorative Arts Trust conference, Philadelphia, 9 April 1995
- "William Price: Radical Quaker Architect," Chestnut Hill Historical Society, 15 February 1995
- "Frank Furness: radical architect for modern engineers," Yale School of Architecture, 16 January, 1995.

- "Robert Smith's St. Peter's: the origin of a Philadelphia type," Robert Smith Society, 14 January 1995.
- "Turner Brooks and Frank Furness: American Architects Rooted in the Present", School of Fine Arts, 4 November 1994.
- "The Poetry of the Present The Meaning of Frank Furness's Architecture," University Alumni Society, October 1994
- "Toward a Modern Infrastructure: the Wilson Brothers in Philadelphia," Society of Architectural Historians national convention, Philadelphia, PA, 28 April 1994
- "Frank Furness in New Jersey," Millville Historical Society, Annual Meeting, 26 May 1994
- "Toward a Modern Infrastructure: the Wilson Brothers in Philadelphia," Society of Architectural Historians national convention, Philadelphia, PA, 28 April 1994
- "The Six Revolutions of Philadelphia," Independence National Historic Park Advisory Board meeting, keynote address, Philadelphia, PA, 9 April 1994.
- "The Clients of Frank Furness -- the importance of being engineers," Yale School of Architecture, Frank Furness studio, January 1994
- "The Frank Furness Cookbook -- a building every other week for 40 years," Yale School of Architecture, Frank Furness studio, February 1994
- "Frank Furness's Red City," Yale School of Architecture, Frank Furness Studio, January 1993
- "William Price: shaper of the Mid-Atlantic Regional Style and the National Commercial Style," Wellesley College, 8 April 1992, seminar on American Arts and Crafts movement
- "Frank Furness: Red Architecture for a Revolutionary America;" "Frank Furness: Individualist in Search of Emerson's Leopard," Yale lectures in association with Turner Brooks's studio on Frank Furness, Spring, 1992
- "Frank Furness and the Reform of the American House," keynote lecture, Victorian Week, Cape May, New Jersey, 14 October 1991
- "Surprising Philadelphian: Joseph Wilson and the reshaping of American Architecture,"
  Drexel University Centennial Series, November 18, 1991
- "Mark Twain, Thomas Eakins, and Frank Furness: The American Generation," Colloquium on modern architecture, Yale University, November 7, 1991
- The Drexels of Philadelphia and their architect, Joseph Wilson," keynote address, Drexel family gathering for the Drexel Centennial, October 19, 1991
- "George Howe Philadelphia Modern adapted to Philadelphia Tradition the Spieser House," Cosmopolitan Club, 25 September 1991
- "Philadelphia Architecture five revolutionaries Furness, Price, Howe, Kahn, and Venturi," Foundation for Architecture, 13 March 1991
- "100 For 100 The Graduate School of Fine Arts at 100," September 18, 1990, Philadelphia.

# EDWARD S. SNYDER REAL ESTATE INC.

REAL ESTATE APPRAISERS
SUITE 1004
300 E. LANCASTER AVENUE
WYNNEWOOD, PA 19096

TELEPHONE: (610) 896-1844
FAX: (610) 896-7461
EMAIL: ESSNYDER1004@MSN.COM

May 27, 2020

Cheswal Lp 111 Chestnut Street Philadelphia Pa. 19102 Gentlemen:

In accordance with your request I have personally visited (the exterior only), and herewith submit this appraisal report for the property known as: 107 Chestnut Street, Philadelphia Pa. 19102. THIS IS A REVISED REPORT.

The purpose of the appraisal is to estimate the market value (AS IS AND HYPOTHETICAL) of the fee simple estate of the property in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) adapted by the Appraisal Standards Board of the Appraisal Foundation, FIRREA, and the Banking Guidelines.

Market Value is defined by the Interagency Appraisal Evaluation Guidelines (Federal Register) which is referred to as the most probable price which a property would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. The accompanying report includes pertinent data secured in our investigation, and the details of the process used to arrive at our conclusion of value. This analysis is a Limited appraisal reported in summary format. It should be noted that in accordance with the Pennsylvania Appraiser Guidelines no interior inspection was made. Hypothetical value assumes that the subject is completly renovated and renovated to preserve the building. IT SHOULD BE NOTED THAT THE SALE OF THE PROPERTY IS IMPRACTICABLE AND THE RENTAL OF THE COMMERCIAL PORTION CANNOT PROVIDE A REASONABLE RATE OF RETURN.

It is my opinion that the estimated market value of the subject property as is May 10,,2020 is

ZERO

The hypothetical value is \$300,000. However to arrive at this value the owner would have to spend over \$780,000. SEE THE REPORT PAGE 23.

Very truly yours,

EDWARD S. SNYDER, SRA, ASA, CPM Certified Appraiser GA-242L

### APPRAISAL REPORT

OF

107 CHESTNUT STREET
PHILADELPHIA, PENNSYLVANIA 19106

FOR

CHESWAL LP
111 CHESTNUT SPRUCE STREET
PHILADELPHIA PA. 19102

BY

EDWARD S. SNYDER, SRA, ASA, CPM

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### ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

LOCATION MAP

SUBJECT PHOTOGRAPHS

ZONING MAP

UPDATED PENNSYLVANIA GUIDELINES

DEED (WITH LEGAL DESCRIPTION)

PHILADELPHIA CODE SECTION, CHAPTER 14- HISTORIC PRESERVATION

ENGINEERS REPORTS

REPORTS FROM INSURANCE ADJUSTER - STEPHEN FIGLIN

CONSTANT CHART

APPRAISER TRAINEE FORM

QUALIFICATIONS

LICENSE

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

LOCATION 107 Chestnut Street

Philadelphia, PA. 10906

PROPERTY TYPE Former mixed use building

VALUE CONCLUSIONS

HYPOTHETICAL

Income Capitalization Approach \$300,000

Sales Comparison Approach \$480,00
Cost Approach Not Applicable

FINAL HYPOTHETICAL VALUE

<u>ESTIMATE</u> \$300,000

AS IS VALUE

ESTIMATE -0-

DATE OF

VALUE ESTIMATE May 10,2020

DATE OF INSPECTION May 10,2020

# PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property, 107 Chestnut Street Philadelphia, Pennsylvania, as of May 10,2020 the date of inspection.

This appraisal report has been prepared for the exclusive benefit of Cheswal Lp. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his own risk.

As used herein, market value may be defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated.
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest.
- a reasonable time is allowed for exposure in the open market.
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of this report is to assist the client in appealing the Historical Commission indicating that the structure should be repaired.

#### PROPERTY RIGHTS APPRAISED

The fee simple estate constituted the real property evaluated in this report. Aside from zoning controls or deed restrictions and easements of record, the fee simple title was assumed to be free and clear of all liens or encumbrances.

#### SCOPE OF THE APPRAISAL

In connection with this appraisal, the appraiser conducted a series of independent investigations and analysis in his quest to arrive at an opinion of market value. Information was received from sources deeded reliable and is assumed to be accurate.

Neighborhood trends were evaluated through the appraiser's active involvement in appraisals on a full time basis in a geographic area that includes the neighborhood of the subject.

A physical inspection was made of the property exterior on May 10,2020. Photographs were taken of the property and surrounding street. The building size was obtained from city records.

In applying the Sales Comparison and Income Capitalization Approaches, the city records, the Multiple listing Service and reviewing files of properties appraised by your appraiser. The information is relied upon for the data base.

Data accumulated was then processed in formulating an opinion of market value for the building and its supporting land. Features unique to the subject property; i.e., pertinent physical characteristics, functional utility and Location attributes, all of which will be elaborated upon in The accompanying text, were taken into account in final reconciliation. Your appraiser relied heavily on an engineering report from Mr. Jay E. Rosen dated March 16,2020, a report from Mr. Stephen Figlin, insurance adjuster and other report. The report will be based on a hypothetical condition and an is condition.

# HYPOTHETICAL CONDITION DEFINED

That which is contrary to what exists but is supposed for the purpose of analysis.

#### LOCATION ANALYSIS

The subject property is located on the north side of Chestnut Street, west of Front Street in the Old City section of Center City Philadelphia. This location is approximately two miles from City Hall, the focal points of the downtown area is Market Street, Broad Street, and I-95 all of which is within close proximity.

Philadelphia is the largest city in Pennsylvania and the fifth largest in the nation. The City itself is the core of a larger metropolitan area, referred to as the Greater Metropolitan Philadelphia Area. Which is composed of seven counties contiguous to Philadelphia. Camden, Gloucester and Burlington Counties in New Jersey are to the east. Delaware, Chester, Montgomery and Bucks Counties are to the west and north. Total population of the Metropolitan Area, as described, is approximately four million persons.

The Greater Metropolitan Area is in itself a part of a larger section commonly known as the Delaware Valley, which extends from Wilmington, Delaware to the south, northward to and including the Trenton, New Jersey area. It is a huge, expanding unit which disregards both county and state lines.

Center City Philadelphia remains the financial and cultural hub of the greater region. The business community of Delaware Valley is, in general, located in its downtown sector. The following comments relate to the various major activities within the downtown area.

# Retail Areas

The active retail business districts in downtown Philadelphia are along Market Street, Broad Streets, and along Chestnut Street and Walnut Street. In these areas are the major downtown shopping facilities. Chestnut and Walnut Streets tend to be occupied by better grade specialty shops and Market Street by volume sales merchants catering to the masses.

# Office and Financial Area

There are two main office districts, one east of City Hall, and the other west, with City Hall being the focal point. The office area east of City Hall consists of older Class A buildings. Farther east, and generally considered a secondary office location, are the office buildings in the Independence Mall area.

The area west of City Hall, Market Street is regarded as the prime office area and is known as "Penn Center". This area is generally thought to extend from Market Street to Kennedy Boulevard and the Street to rad Street.

# Cultural and Historical Area

The City is richly steeped with excellent cultural facilities. Benjamin Franklin Parkway is an area devoted almost entirely to culture. Along the Parkway are the Free Library, Academy of Natural Sciences, Moire College of Art, Franklin Institute, Rodin Museum and Philadelphia Museum of Art.

The prime historical area in the City is in the Independence Mall area, (5th and Chestnut Streets.. Other historical buildings, however, are in various downtown locations.

#### Residential Areas

Public transportation is excellent. The SEPTA bus service is available along most of the major streets. Commuter rail service is also excellent. Suburban Station is on JFK Boulevard. The road network serving Center City is also

convenient. IT SHOULD BE NOTED THAT THE COVID 19 CRISES HAS BEEN ANALYZED. Time was spent having discussions with loan officers of various banks and with other appraisers. IT SHOULD BE FURTHER NOTED THAT THE MARKET ANALYSIS AND CONCLUSIONS ARE REFLECTIVE OF CURRENT MARKET CIRCUMSTANCES. It should be noted that the commercial area locations can be differ from one block to another. This will be further discussed in the report.

#### THE SUBJECT PROPERTY

The subject, which is vacant, consists of a 4 floor multi tenant apartment building consisting of 2 apartments and a retail unit erected upon a rectangular shaped parcel of land containing a land area of 569 square feet. Gross building area is approximately 2,620 square feet. The subject is registered historical.

#### SITE DESCRIPTION

The site is slightly irregular in shape. There is 18.30 feet of frontage along the north side of Chestnut Street, 17 feet+-in the rear and 30 feet+- in depth.

The topography is with adequate drainage and good access. There are no apparent adverse easements, encroachment or other adverse conditions.

All municipal services and utilities, including public water and sewer, are installed and connected to the site. The site is adequate in size to accommodate the present improvements.

### IMPROVEMENTS

The subject is a four story, plus basement, vacant mixed use building. The construction of the building is all masonry.

The following is a brief description.

Total units:

2- 1 bedroom apartments and one retail space. The retail space has 500+- square feet. The apartments have 500+- square feet and 1000+- square feet.

Foundation:

Concrete

Age:

120-180 Years+- (public records)

Parking:

no on site parking.

#### GENERAL COMMENTS

At the time of inspection (May 10,2020) the overall condition of the subject was poor. The engineering reports, which are in the addenda is given considerable weight. The report specified that the building is beyond repair. The inspector concluded that the building is unstable and should be taken down.

### OWNERSHIP HISTORY

This information is obtained by public records

Registered Owner:

Cheswal LP

Date of Purchase:

05 07/0915

Consideration:

Nominal

Document:

5125377

Prior sale

2005 This was the initial deed

to Cheswal

The subject is not presently listed or under agreement for sale.

#### EFFECTIVE AGE AND REMAINING ECONOMIC LIFE

The subject property is approximately between one hundred and twenty years old and 180 years and the quality of construction and the level of condition is rated as poor. is my opinion that there is no remaining economic life because of the condition and the effective age is over 125 years.

#### ZONING

The subject property is zoned CMX3. This permits the present use.

#### ASSESSMENT AND TAXES

The subject is identified on the School District and City of Philadelphia tax roles and is assessed at \$524,200. The 2020 The 2018 taxes is \$7,138. THE ASSESSMENT SHOULD BE APPEALED.

#### FLOOD PLAIN

The Flood Insurance Rate Map Community Panel Number 4207570183G dated January 17, 2007 indicates that the subject property is not situated in a HUD designated flood hazard area.

#### EXPOSURE AND MARKET TIME (see glossary)

Reasonable exposure and market time is one of a series of conditions in most market value definitions. Exposure and market time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. It is your appraiser's opinion that the exposure and market time for the subject property in its present condition is impracticable. Under the hypothetical condition the market and exposure time would be three to nine months.

#### HIGHEST AND BEST USE

In the most recent edition of The Appraisal of Real Estate, the Appraisal Institute defines highest and best use as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

To estimate highest and best use, four elements are considered:

- Possible use. What uses of the site in question are physically possible?
- Permissible legal use. What uses of the site are permitted by zoning and deed restrictions.
- 3. Feasible use. Which possible and permissible uses will produce a net return to the owner of the site?
- 4. Highest and Best Use. Among the feasible uses, which use will produce the highest net return or the highest present worth?

The highest and best use of the land or site if vacant and available for use may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site.

The following tests must be met in estimating highest and best use. The use must be legal and probable, not speculative or conjectural. A demand for the use must exist and it must yield the highest net return to the land for the longest period. These tests are applied to the improved and vacant property. To arrive at an estimate of highest and best use, the subject site was analyzed 1) as though vacant and available for development and 2) as presently improved.

#### HIGHEST AND BEST USE ASSUMING A VACANT SITE

#### Possible Use

The first constraint on the possible use of the property is dictated by the physical aspects of the site. The size and location of the parcel are the most important determinants of value. In general, the larger the site, the greater its potential to achieve economies of scale and flexibility in development.

The size of the parcel, and the provisions of zoning have considerable influence on the site's ultimate development. The key determinant in developing this site is the permitted size of the project. Various floor area ratio (FAR) premiums are granted for setbacks (corner locations providing the maximum premiums), proximity to open plazas and public transportation. The total number of square feet allowed for a structure tends to rise in proportion to the size of the lot.

If the site were vacant and available for development today, the highest and best use would be for construction of an apartment building. The conclusion is based on the fact there is still a need for apartments Because of the size of the building it would not be practical to have any retail space.

#### HIGHEST AND BEST USE AS IMPROVED

The existing improvements do not represent a substantial use of the site. A new apartment building would be more practical. Based upon information obtained from the engineers in its present condition the building should be demolished.

#### VALUATION ANALYSIS

There are three broad approaches available to the appraiser in the valuation of improved real property that are advocated by the profession:

- The Sales Comparison Approach: that which is predicated on comparable sales data which tend to reflect what willing and knowledgeable, but uncoerced, sellers and buyers would agree upon as the price at which a property should exchange.
- 2. The Income Capitalization Approach: where the foundation of value is based on the rental come from a property and which derives a present worth estimate from a capitalization of such income.
- 3. The Cost Approach: that which is predicated on the concept that the total value of improved property is equivalent to the market value of the land plus the cost of the improvements, less depreciation from physical, functional and/or economic deficiencies.

The subject real estate lends itself to the effective application of two of the three recognized approaches to valuation. In the ensuing analysis, a value indication by both the Sales Comparison and Income Capitalization Approaches will be fully developed, employing recognized appraisal techniques, correlated into a final opinion of value. The cost approach would not be practical to determine the value.

Direct Sales Comparison estimates market value through the analysis of considerations paid for substitute properties possessing the same apparent utility as the subject property. This approach attempts to derive the valuation of a property as of properties sharing similar characteristics in terms of utility and being similarly affected by external influences were analyzed and compared to the subject leading to a conclusion at which price the subject may be expected to sell or rent given its pertinent physical, functional and economic characteristics.

The Income Capitalization Approach views the property from an investment standpoint. Real estate of this type is often bought and sold on the basis of its ability to produce a return on invested capital to a purchaser. This return is affected by several major elements including: ability to produce income, expense of operation, available mortgage financing and growth in the equity position resulting from amortization and changes in property value. In the application of the Income Capitalization Approach, these elements can be measured through actual decision-making produced by competitive investments, thus, making this approach a highly reliable and valid indicator of market value. The Income Capitalization Approach will render an estimate of value based upon the present worth of the potential future benefits to the most probable investor.

The Cost Approach renders an estimate of market value based upon the price of obtaining a site and constructing improvements both with equal desirability and utility as that of the subject property. For the Cost Approach to produce a meaningful reflection of value, the improvements should be relatively new so that loss in value from physical deterioration and/or obsolescence is minimized and current land sales must be available to determine the value of the land.

The subject improvements are not considered to be in new condition and the subject is located in a densely populated area where there have been no land sales for many years. For this reason, the Cost Approach was deemed factually inconclusive.

#### INCOME CAPITALIZATION

In the Income Capitalization Approach, rentals and sales of competitive apartment buildings were gathered, analyzed and compared to the subject so that an opinion could be formed as to the rental which the subject units would be capable of generating assuming they were available for lease. From this estimated gross rental income, an allowance will be made for expenses typically borne by the lessor. From this effective gross income, fixed and operating expenses are estimated and deducted. The resulting figure is termed net operating income and it is this figure which is capitalized into a value estimate.

#### HYPOTHETICAL ASSUMPTION

# ASSUMING THAT THE SUBJECT WOULD BE IN AVERAGE (AS STATED IN THIS REPORT THE SUBJECT IS IN POOR CONDITION

In estimating a basis for projecting economic rentals for the subject we have considered rentals being generated by nearby apartment, condos, and mixed use buildings. There is a wide range of rentals due to the size and condition of the properties. The following is considered the best available.

#### RETAIL RENTALS

ADDRESS	SIZE	ANNUAL RENT PER SF.
210 Market street	1,100	\$40.92
132 Chestnut Street	2,000	\$37.50
239 Market Street	1,000	\$30.00

#### ONE BEDROOM APARTMENTS.

ADDRESS MONTHLY RENTAL

200 Locust ST #8c \$1,495

532 Spruce St #10 \$1,610

130-36 N. Bread St #122 \$1,500

#### JUSTIFICATION OF GROSS INCOME

Taking all factors into consideration the following is a stabilized income and expense statement. Based upon the size of the first floor (retail) the rent could be \$30.00 per square foot. This is based upon the location of the property. 500 square feet X \$30= \$15,000 per year. The one bedroom apartments would be \$1500 per month. The tenants would pay all utilities except water and sewer..

The expenses and vacancy allowance used in the following statement were based upon your appraiser valuing a number of properties in center city.

Rental Income		
Retail rental		\$15,000
Apartment rental \$1,500 X2 X	36,000	
	LE MOITEILE -	30,000
Gross Rent		
33300 (110110)		\$51,000
Less Vacancy and Credit lost	- 3,000	
Effective Gross Income (EGI)	\$48,000	
Administrative		
Advertisement	\$1,000	
Management 6% of E.G.I	3,000	
Misc license, etc.	2,000	
Total Administrative	\$6,000	
Operating	\$0,000	
Utilities-		
Water & Sewer	\$1,000	
Electricity (common)	1,000	
diedelicity (common)	1,000	
Total Operating	2,000	
<u>Maintenance</u>		
Repairs 6% Of E.G.I	\$3,000	
Exterminating & trash removal	1,000	
Insurance	1,500	
Total Maintenance	5,500	
OTHER		
Replacement reserve 3% of E.G.I	\$ 1,500	
Real Estate Taxes (2020)	7,400	
Total Other		
	8,900	
Total Expenses=	24,20.00	\$22,400
Net Income=		\$25,600
NET INCOME (ROUNDED)		\$25,000

#### DEVELOPMENT OF CAPITALIZATION RATE

A capitalization rate is utilized to convert an income stream to a value estimate and should therefore consider the behavior of the knowledgeable investor in properties of this type.

In order to determine the value in this approach it is necessary to estimate the net annual return that the property will produce which is then converted to capital value. conversion factor is developed in many different ways. In this particular instance it is felt that the band of investment method is the most logical format inasmuch as properties such as this are usually purchased with mortgage and equity investment by groups or individuals. It is based upon the constant factor required by the current mortgage interest and term available, multiplied by the ratio that the mortgage bears to value or price. In this instance it is considered that a 75% mortgage could be obtained for a term of 20 years at a rate of 5% with a 5 year call. In the addenda is a chart showing how the constant factor is obtained.

75% 1st mortgage - 20 year term 5% constant .07919469 x 75%

.059396

It is considered that it will be necessary to offer a 10% return to attract equity investments in a market such as this. consequently this develops the following portion of the capitalization rate. 25% Equity 10%

+.025

Capitalization Rate

= .084396

Indicated Total Value

Net Income \$25,000 divided by .084396 =

\$296,225

Rounded to

\$300,000

#### SALES COMPARISON APPROACH

The Sales Comparison Approach involved a comparison of sales of comparable or reasonably competitive improved properties with the subject. One of the limitations of this approach is that exactly similar properties seldom exist in the open market. The market within which the subject property competes is sufficiently differentiated among specific characteristics to the extent that direct comparisons are difficult to employ. As a result, sales data is better related when reduced to common unit of comparison.

In arriving at a value by this approach, we have taken into account those relevant, market sales of similar type properties. A thorough investigation was made in an effort to seek out that data most closely resembling the subject's characteristics. The search revealed that there is a dearth of sales of similar buildings of retail/apartment type of buildings. Therefore it was necessary to use active listings. In the Direct Sales Comparison among this type of building the unit of comparison that permits a useful analysis is the sale price per square foot of building.

#### COMPARABLE SALE NO. 1

Location: 608 s. 5th Street

Philadelphia, Pennsylvania

Date of Sale: 3/06/20

Sale Price: \$550,000.

Financing: All cash to seller

Owner: Wc Asset Management Group

Previous Sale: 10/30/2019= \$275,000

Building Area: 1,920 square feet

Building Description: 3 unit mixed unit building containing

1- 1 bedroom 1- studio

1- retail store

Utilities: Tenants pays all utilities, except

water and sewer

Unit Rate: \$286.46 per s.f

Verified: MLS and city records.

Comment: The building was in average condition

#### COMPARABLE SALE NO. 2 (ACTIVE LISTING)

Location: 140 N. 2nd Street

Philadelphia, Pennsylvania

Listing Date 05/11/20

Asking Price: \$875,000

Owner: Newton & Renee Gold

Building Area: 3,405 square feet

Building Description: Mixed unit apartment building with

3- 1 bedroom units 1- retail unit

Utilities: Tenants pay all utilities except water

and sewer

Unit Rate: \$256.98 per s.f

Verified: MLS, City Records

Comments: The building was in fair condition.

#### COMPARABLE SALE NO. 3 (ACTIVE LISTING)

Location: 612-614 S. 5th Street

Philadelphia, Pennsylvania

Listing Date: 5/11/2020

Asking Price: \$990,000

Owner: Ernest & Diane Desumma

Previous Sale: 2004

Building Description: Mixed use building containing

1 retail space

6 vacant apartment units.

Building Size: 3,900 square feet

Utilities: Tenant pays all utilities except water

and sewer

Unit Rate: \$253.85

Verified: City Records, MLS

Comments: The building is in fair condition.

#### CORRELATION OF MARKET DATA

The comparables cited on the previous pages were of mixed use structures that were thought to be most reflective of current market conditions for this class of real estate. The comparables produced unit rates between \$253.85 and \$286.46 per square foot. Each comparable was analyzed and compared to the subject and adjustments were made for factors such as property rights conveyed, market conditions, location, and condition of the improvements.

In the Sales Comparison Approach, adjustments are made to the comparable sales and not the subject. When a characteristic of a comparable sale is superior to that of the subject property, a downward (negative) adjustment is made to the comparable sale. Conversely, when a characteristic of a comparable sale is inferior to that of the subject property, an upward (positive) adjustment is made to the comparable sale. When a comparable sale and the subject exhibit similar characteristics, then no adjustment is implied.

The analysis which follows is intended to assist the reader in understanding our thought process with the ultimate result being a reasonable market value conclusion. Since the trading of real estate occurs in a very imperfect market, the use of paired sales to derive quantifiable adjustments, though acceptable in theory, is not always realistic in practice. Even under the best of circumstances, the quality and uniformity of data are insufficient to produce accurate results. No two properties are exactly alike and emotion does come to bear in some form in almost every transaction. Therefore, the reader is cautioned to note that the adjustments set forth herein are not to be construed as absolutes, but are provided as a visual aid in demonstrating the logic of our conclusion.

<u>Property Rights Conveyed</u> - With regard to property rights, fee simple interest was conveyed in each transaction. Therefore, no adjustment was necessary.

Market Conditions - Because of COVID -19 which is the present market condition your appraiser has spoken to loan officers and other appraiser. Your appraiser is of an opinion that an adjustment of -25% was considered necessary. In this market The investors will be looking for bargains.

<u>Location</u> - The comparables are in superior locations, The subject is not in a good block. The market would support an adjustment of -10% is made.

<u>Condition</u> - The subject, hypothetically is in average condition. The information about the condition of the comparables are obtained by the Multiple Listing Service. Comparable #1 is average condition. Comparables 2 and 3 were in fair condition. The adjustments are 1) -0- 2)+ 10% and 3) +10%

The adjusted values would be as follows:

#1- \$286.46 - 35% = \$186.20

#2- \$256.98 -25% = \$192.75

#3- \$253.85 - 25% = \$190.40

Based on the foregoing analysis it is your appraiser's opinion that the hypothetical value of the subject property, via the Sales Comparison Approach is concluded to be:

FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS (rounded) (\$480,000)

Equivalent to \$190.per square foot X 2,520 square feet

#### RECONCILIATION OF VALUE ESTIMATES

The values suggested by the methods employed in deriving the value of the property are as follows:

Income Capitalization Approach	\$300,000
Sales Comparison Approach	\$480,000
Cost Approach	Not Applicable

Since there is a wide difference in the sales approach your appraiser came to the conclusion that the sales approach would be of less weight. The typical investor would secure a loan that would imply that the owner would be able to make the mortgage payments. This being the case the value via the sales Comparison approach would not be acceptable to the lending institution.

Based upon all the facts it is your appraiser's opinion that less weight should be given to the Sales Comparison Approach.

It is my opinion that the hypothetical value of the fee simple interest in the property as of May 10,2020 is:

THREE HUNDRED THOUSAND DOLLARS (\$300,000.)

#### AS IS VALUE

As previously stated your appraiser relied on the report prepared by Stephen R. Figlin, insurance adjuster. (THE REPORT IS IN THE ADDENDA). To rehab the building the cost would be between \$780,000-\$1,235,000.

If one would take the hypothetical value of \$300,000 and the cost to rehab there would be no value. IT SHOULD BE NOTED THAT THE SALE OF THE PROPERTY in it's present IS IMPRACTICABLE to se;;.

#### ADDENDA

#### CERTIFICATE OF APPRAISAL

- I, certify that, to the best of my knowledge and belief,
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- 4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 7. As of the date of this report, I, EDWARD S. SNYDER, have completed the requirements under the continuing education program of the Appraisal Institute.
- EDWARD S. SNYDER has made a personal inspection of the property that is the subject of this report.

- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- 10. I have not performed any services as an appraiser, or in an other capacity, regarding the property that is the subject of this report..
- 11. By reasons of my investigation, l have formed the opinion that the market value of the entire property (AS IS) subject to the Assumptions and Limiting Conditions recited in this report, as of May 10, 2020 date of inspection, is:

ZERO

12. The hypothetical value is \$300,000

EDWARD S. SNYDER, ASA, SRA, CPM

Certified Appraiser

#### ASSUMPTIONS AND LIMITING CONDITIONS

This valuation assignment was made subject to the following Assumptions and Limiting Conditions, in addition to any special assumptions or limiting conditions cited in the appraisal, and incorporated herein by reference:

- 1. The Appraiser(s) assume no responsibility for matters legal in nature, nor do I render an opinion as to title, which is assumed to be marketable. The property is appraised as though under responsible ownership and competent management. The Appraiser(s) is not qualified to render an "opinion of title", no responsibility is assumed or accepted for matters of a legal nature affecting the property being appraised. No formal investigation of legal title was made, and we render no opinion as to ownership of the property or condition of the title.
- The Appraiser(s) have made no survey of the property. Plans furnished the appraiser or obtained from the public record are assumed to be correct and square foot areas or acreage reported herein are the appraiser's best judgment. No responsibility, however, can be assumed for their accuracy. The legal description of the appraised property, if exhibited in the report, is assumed correct.
- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachments, easements, trespass, etc., unless noted within the report. The Appraiser(s) has not made a survey of the property and no responsibility is assumed in connection with any matter that may be disclosed by a proper survey. If a subsequent survey should reflect a differing land area and/or frontages, we reserve the right to review our final value estimate(s).
- 4. All maps, plats, building diagrams, site plans, floor plans, photographs, etc. incorporated into the appraisal are for illustrative purposes only, to assist the reader in visualizing the property. They are believed to accurately represent the property, but are not guaranteed to be exact. Dimensions and descriptions are based on public records and/or information furnished by others and are not meant to be used as a reference in legal matters or matters of survey.
- 5. The Appraiser(s) herein, by reason of the report, is not required to give testimony or be in attendance at any court or administrative proceeding with reference to the property appraised unless additional compensation is agreed to and prior written arrangements have been made.
- To the best of our knowledge and belief, the statements of fact contained in the appraisal report, upon which the analyses,

opinions and conclusions expressed are based, are true and correct. Information, estimates and opinions furnished to the Appraiser(s) and contained in the report or utilized in the formation of the value conclusion(s) were obtained from sources considered reliable and believed to be true and correct. However, no representations, liability or warranty for the accuracy of such items is assumed by or imposed on the Appraiser(s), and is subject to corrections, errors, omissions and withdrawal without notice.

- This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.
- 3. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser(s) whose signature(s) appears on the Certificate of Appraisal and Certification.
- 9. Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or of the client; nor shall it be conveyed by any including the client to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser, or a firm with which he is connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraiser. The appraisal report may not be reproduced, in whole or in part, and the findings of the report may not be utilized by a third party without the written consent of the Appraiser(s).
- Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report, essentially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to any designations shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communication without the prior written consent and approval of the appraiser.
- 11. The appraisal report covering the subject property is limited to the surface rights and does not include any inherent subsurface or mineral rights.
- 12. No change of any items of the appraisal report shall be made by anyone other than the Appraiser(s), and the Appraiser(s) shall have no responsibility for any such unauthorized change.

- 13. The Appraiser(s) takes no responsibility for any events, conditions or circumstances affecting the property's market value that take place subsequent to either the date of value contained in this report, or the date of our field inspection, whichever occurs first.

  The estimate(s) of value stated in the appraisal applies only to the effective date of value stated in the report. Value is affected by many related and unrelated economic conditions within a local, regional, national and/or worldwide context, which might necessarily affect the future value of the subject property. The Appraiser(s), therefore, assumes no liability for an unforeseen precipitous change in the economy, subject property, or project, if applicable.
- 14. Unless otherwise noted in the appraisal, it is assumed that there are no encroachments, zoning, building, fire or safety code violations, or restrictions of any type affecting the subject property. It is assumed that the property is in full compliance with all applicable federal, state, local and private codes, laws, consents, licenses and regulations, and that all licenses, permits, certificates, franchises and so forth can be freely renewed and/or transferred to a purchaser.
- 15. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless specified within the report.
- 16. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material contained in this report, it is recommended that the reader contact the appraiser.
- 17. In completing this appraisal, it is understood and agreed that the report is not now intended, and will not be used in connection with a Real Estate Syndication or Syndicates. The report and any liability or obligation on the part of the appraiser is invalid if used in connection with syndication.
- 18. A Real Estate Syndicate means a general or limited partnership, joint venture, unincorporated association or similar organization formed for the purpose of, and engaged in, investment or gain from an interest in real property, including but not limited to sale, exchange, trade or development of such real property, on behalf of other, or which is required to be registered with the United States Securities and Exchange Commission or any state regulatory agency which regulates investments made as a public offering.
- 19. The prior written consent and approval of the review by the signatory(s) of the appraisal report to ensure the accuracy and adequacy of any references to the appraisal report is required.

- 20. Unless specifically so stated, the value conclusion(s) contained in the appraisal apply to the real estate only, and do not include personal property, machinery and equipment, trade fixtures, business value, goodwill or other non-realty items. Income tax considerations have not been included or valued unless so specified in the appraisal. The Appraiser(s) makes no representations as to the value increment which may be attributed to such considerations.
- 21. The appraisal was not prepared for income tax purposes, and shall not be used, in whole or in part, in regard to any matter involving the Internal Revenue Service.
- 22. Any and all findings, projections, assumptions, conclusions and the like contained in the appraisal report shall be the professional opinion of Edward S. SNYDER Real Estate Inc. and the individual Appraiser(s). Edward S. SNYDER Real Estate, Inc. shall retain ownership of all reports and all original documentation, field notes, memoranda, data and the like made or assembled in or about the preparation of the report. No one other than the client may rely on or utilize the report without the express written consent of Edward S. SNYDER Real Estate, Inc.. The use of the report is expressly prohibited unless all contractual obligations for payment thereof have been completed.
- 23. Management is assumed to be competent, and the ownership to be in responsible hands. The quality of property management can have a direct effect on a property's economic viability and value. The financial forecasts contained in the appraisal assume both responsible ownership and competent management. Any variance from this assumption could have a significant impact on the final value estimate(s).
- 24. The estimated operating results shown in this report are based upon an evaluation of the present general level of the economy of the area, and neither takes into account nor makes provision for the effect of any sharp rise or decline in local or general economic conditions.
- 25. The Appraiser(s) assumes that there are no hidden or unapparent conditions of the property, soil, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions, or for engineering which might be required to discover such factors. Detailed soil studies were not made available to the Appraiser(s). Statements regarding soil qualities, if made in the report, are not conclusive but have been considered consistent with information available to the Appraiser(s) and provided by others. In addition, unless stated otherwise in the appraisal, the land and soil of the area under appraisement appears firm and solid, but the appraisal does not warrant this condition.

- 26. The appraisal is made for valuation purposes only. It is not intended nor to be construed to be an engineering report. The Appraiser(s) is not a qualified structural engineer(s), therefore is not qualified to judge the structural integrity of the improvements. Consequently, no warranty, representations or liability are assumed for the structural soundness, quality, adequacy or capacities of said improvements and utility services, including the construction materials, particularly the roof, foundation, and equipment, including the HVAC systems. Should there be any question concerning same, it is strongly recommended that an Engineering/Construction inspection be obtained. The value estimate(s) stated in the appraisal is predicated on the assumption that all improvements, equipment and building services are structurally sound and suffer no concealed or latent defects or inadequacies other than those noted in the appraisal.
- 27. Any proposed construction or rehabilitation referred to in the appraisal report is assumed to be completed within a reasonable time and in a workmanlike manner according to or exceeding currently accepted standards of design and methods of construction.
- 28. Any areas or inaccessible portions of the property or improvements not inspected are assumed to be as reported or similar to the areas which were inspected.
- 29. Unless specifically stated in the report, the Appraiser(s) found no obvious evidence of insect infestation or damage, dry or wet rot. Since a thorough inspection by a competent inspector was not performed for the Appraiser(s), the subject is assumed to be free of existing insect infestation, wet rot, dry rot, and any structural damage which may have been caused by pre-existing infestation or rot which was subsequently treated.
- 10. In the appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the improvements, such as the presence of urea formaldehyde foam insulation, asbestos, toxic waste, radon and/or any other prohibited material or chemical which may or may not be present on or in the property, was, unless specifically indicated in the report, not observed by the Appraiser(s), nor does he have any knowledge of the existence of such materials on or in the property. The Appraiser(s), however, is not qualified to detect such substances. The existence of these potentially hazardous materials may have a significant effect on the value of the property. The client is urged to retain an expert in this field, if desired. The value conclusion(s) assumes the property is "clean" and free of any of these adverse conditions unless notified to the contrary in writing.
- 31. No effort has been made to determine the possible effect, if any, on this project of energy shortages or present or future federal,

state or local legislation, including any environmental or ecological matters or interpretations thereof.

- 32. The Appraiser(s) believes that the underlying assumptions and current conditions provide a reasonable basis for the value estimate(s) stated in the appraisal. The Appraiser(s) assumes there will be no major changes in current economic mortgage interest rates and/or terms or property assessment; and/or major revisions in current state and/or federal tax or regulatory laws in the foreseeable future. If significant changes would occur, variations in the value estimate(s) stated in the report could occur.
- 33. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 34. The client(s) by receipt of the appraisal, shall indemnify and hold harmless Edward S. SNYDER Real Estate, Inc. and/or its individual staff members from and against all damages, expenses, claims, demands and costs, including legal fees incurred in investigating and defending any claims, arising from or in any way connected to the inclusion of the aforesaid reference to Edward S. SNYDER Real Estate, Inc. and/or its individual staff members for damages and expenses resulting from Edward S. SNYDER Real Estate, Inc. and/or its individual staff members' failure to render the opinion(s) of value or produce the appraisal in a manner consistent with sound appraisal practice.

In any event, the maximum damages recoverable from Edward S. SNYDER Real Estate, Inc. or its employees relative to this engagement shall be the amount of the monies actually collected by Edward S. SNYDER Real Estate, Inc. for this assignment and under no circumstances shall any claim or consequential damages be made. In addition, there is no accountability or liability to any third party.

35. The Americans with Disabilities Act (ADA) became effective January 26, 1992. (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, 1 (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

### Definitions

The source of the following definitions is *The Dictionary of Real Estate Appraisal*, *Fifth Edition*, Appraisal Institute, Chicago, Illinois, 2010, unless otherwise noted.

#### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

#### **Deferred Maintenance**

Needed repairs or replacement of items that should have taken place during the course of normal maintenance.

#### Depreciation

A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

#### Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

#### Disposition Value

The most probable price that a specified interest in real property should bring under the following conditions:

Consummation of a sale within a future exposure time specified by the client.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

An adequate marketing effort will be made during the exposure time specified by the client.

Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

#### **Effective Date of Appraisal**

The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

#### **Entrepreneurial Profit**

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

#### Excess Land; Surplus Land

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued independently.

Surplus Land: Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

#### **Exposure Time**

The time a property remains on the market.

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

#### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

#### Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

#### Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

#### **Highest and Best Use**

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use - that is adequately supported and results in the highest present value.

#### **Industrial Property Classifications**

Distribution Warehouse: High cube single-story structures with clear celling heights of at least 22 feet but more commonly 24 feet to allow three stacking heights of seven feet each. Some distribution buildings now have clear ceiling heights as high as 40 feet or more due to the introduction of robotic computer systems, which allow very narrow aisles and high stacking. In general, column spacing is wider than that in office warehouse buildings and office build-out is minimal, generally 10% or less. (Source: Integra Realty Resources)

Flex: Buildings designed with warehouse capabilities such as dock-high or drive-in loading doors and clear ceiling heights of 14 to 16 feet. However, they are termed flex based on their broad range of office finish and their single-story exterior office appearance. The level of office finish typically ranges from 30% to 70% and suites can be divided into relatively small units. Research & Development (R&D) buildings are similar to flex warehouse construction but with higher percentages of office finish, often up to 90%. (Source: Integra Realty Resources)

Manufacturing: Buildings intended to provide space in which to transform, fabricate, or assemble physical resources into physical products/goods for sale. These buildings can vary greatly in design, with low clear ceiling heights of 12 feet, to very high clear ceiling heights of 30 feet or more, according to specific industry needs. (Source: Integra Realty Resources)

Office Warehouse: Generally single-story buildings with clear ceiling heights ranging from about 16 feet to 21 feet. The level of office finish is shaped by the needs of individual tenants, the general uses within the market area, and the availability of parking. The level of office finish typically ranges from 10% to 20%. Suites are typically larger than flex warehouse space. These buildings usually have drive-in bays, dock height bays, or a combination thereof and are used for light manufacturing, services, and small-scale distribution businesses. (Source: Integra Realty Resources)

#### Insurable Value

Value used by insurance companies as the basis for property insurance. Insurable value is not intended to be market value. (Source: Integra Realty Resources)

#### Lease

A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

#### Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e, a lease).

#### Leasehold Interest

The tenant's possessory interest created by a lease.

#### Lease Type

Full Service Lease or Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses.

Full Service + Tenant Electric Lease or Gross + Tenant Electric Lease: A lease in which the tenant pays electric charges for its space but in other respects is a full service or gross lease as defined above. Tenant electric is often abbreviated as "TE". (Source: Integra Realty Resources)

Modified Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease.

Net Lease: A general term for a lease in which the tenant pays all or most of the operating and fixed expenses of a property. Whenever the term net lease is used, an analyst should identify the specific expense responsibilities of the tenant and owner. (Source: Integra Realty Resources)

Triple Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, net net net, or fully net lease.

Absolute Net Lease: A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

#### Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

Consummation of a sale within a short time period.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under extreme compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

A normal marketing effort is not possible due to the brief exposure time.

Payment will be made in cash in U.S. dollars, or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

#### **Marketing Time**

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

#### **Market Rent**

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

#### Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

buyer and seller are typically motivated;

both parties are well informed or well advised, and acting in what they consider their own best interests;

a reasonable time is allowed for exposure in the open market;

payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

#### Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

#### Rentable Area (RA)

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

#### Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design and layout.

#### Reproduction Cost

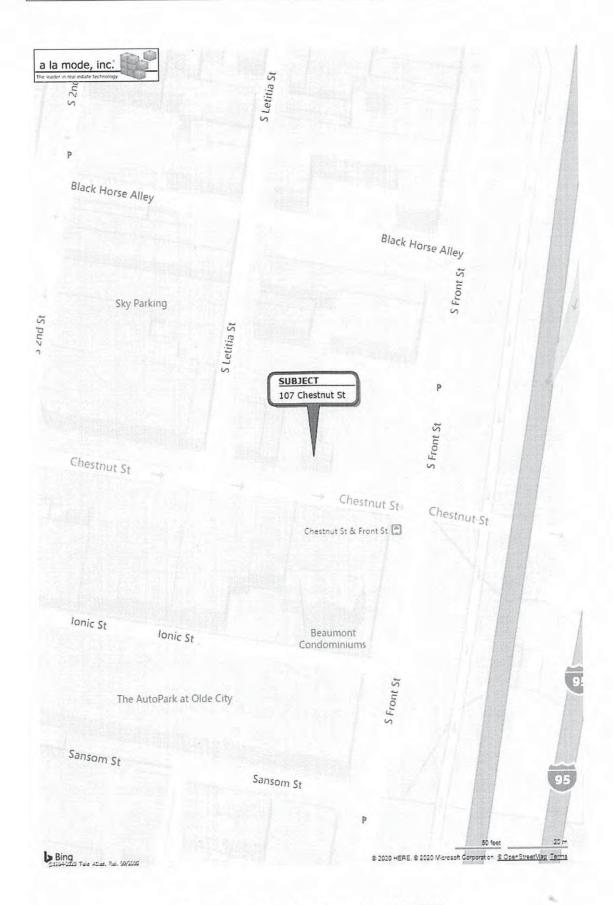
The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

#### Stabilized Income

Income at that point in time when abnormalities in supply and demand or any additional transitory conditions cease to exist and the existing conditions are those expected to continue over the economic life of the property; projected income that is subject to change, but has been adjusted to reflect an equivalent, stable annual income.

#### **Location Map**

Borrower						
Property Address	107 Chestnut St					
City	Philadelphia	County	State	PA	Zip Code	19106





#### 107 Chestnut St





#### 107 Chestnut St

#### Philadelphia, PA 19106













Directions

Nearby

Send to your phone

Share

**Photos** 



#### At this location

#### D & S Florist

Florist · 107 Chestnut St





### (//beta.phila.gov)Atlas

## **Q** 47 S 2ND ST

PHILADELPHIA, PA 19106-3036

**1** Zoning

Base district zoning maps, associated zoning overlays, and Registered Community Organizations applicable to your search address. Source: Department of Planning and Development

There is 1 remainder parcel at this address.

0015020152

#### **Base District**

CMX-3 Community Commercial Mixed-Use

Pending Bills (0)

Bill Type Current Zoning Pending Bill

Overlays (5)

Name Code Section









#### MEMORANDUM

To:

Kalonji Johnson, Acting Commissioner, BPOA

Jessica Mathis, Director, Bureau of Elections & Notaries

CC:

Richard Vague, Acting Secretary of Banking and Securities

From:

Kathy Boockvar, Secretary

Date:

April 28, 2020

Re:

SECOND REVISED Limited Guidance for Real Estate Professionals,

Appraisers, Notaries, Title Companies, and Home Inspectors

On March 6, 2020 in response to the spread of the novel coronavirus COVID-19, Governor Tom Wolf executed an Emergency Disaster Declaration for Pennsylvania. Subsequently, on March 19, 2020, Governor Wolf ordered the closure of non-life-sustaining businesses.

Since that date, the Department worked in consultation with the Governor's Office and the Department of Banking and Securities to develop guidance for appraisers, notaries, title companies and home inspectors. In response to concerns regarding residential real estate transactions, specifically those transactions initiated prior to the Emergency Disaster Declaration, the following limited guidance is being issued:

- All businesses and employees in the real estate industry authorized to conduct in-person activities must do the following:
  - Follow all applicable provisions of the Order of the Secretary of Health providing for business safety measures, issued April 15, 2020, including but not limited to provisions requiring that every person present at a work site wear masks/face coverings, and provisions requiring the establishment of protocols for execution upon discovery that the business has been exposed to a person who is a probable or confirmed case of COVID- 19.
  - Follow all applicable provisions of the Order of the Secretary of Health providing for building safety measures, issued April 5, 2020.
  - Follow other applicable <u>Department of Health</u> (DOH) and Centers for Disease Control and Prevention (CDC) <u>guidance</u>.

- Where in-person activities, including showings, appraisals, inspections, final walkthroughs, closings, and title insurance activities are authorized by this guidance, all participants are required to wear masks, gloves, and foot coverings at all times.
- In-person activities are authorized for the following types of residential real estate transactions:
  - For existing homes which were under contract (signed) prior to the date of March 18, 2020.
  - For new construction homes which were under a previously executed contract that
    provides for closing and delivery to the customer on or after March 18, 2020.
  - Where the buyer can demonstrate that prior to March 18, 2020, they had entered into an agreement of sale for their prior residence, or had submitted to their landlord a binding notice that they would vacate a rental property serving as their residence.
  - Where the property subject to sale, home equity loan, or home refinancing, is located in a region of the Commonwealth deemed to be in the "Yellow Phase" of reopening.
- 3. Where in-person activities are authorized pursuant to paragraph 2, showings, appraisals, inspections, final walk-throughs, and title insurance activities shall be arranged by appointment and limited to no more than two people on site at any one time. Wherever possible, closing must be conducted by remote notary or powers of attorney (POA). Where it is not possible to conduct a closing via remote notary or POA, attendance inperson must be limited to required signatories only, and steps to preserve social distancing to the maximum extent possible, must be followed.
- Regardless of location, any real estate transaction which may be executed remotely, including virtual or telework activities for desktop appraisals, is permissible, as is any appraisal, including "drive-by" appraisal, that does not require entrance into a physical location.
- Failure to strictly adhere to the requirements of this guidance may result in disciplinary actions up to and including suspension of licensure.

The COVID-19 global pandemic has created an unprecedented situation and we understand the concerns of businesses and individuals impacted by this virus. However, due to significant health concerns for the residents of this commonwealth, only in-person residential real estate activities that meet the provisions of this guidance are permissible.

eRecorded in Philadelphia PA Doc ld: 52947380 07/30/2015 12:17PM Receipt#: 1510933

Page 1 of 14

Rec Fee: \$252.00

Commissioner of Records Doc Code: D State RTT: \$0.00 Local RTT: \$0.00

Prepared by:

Gilbert E. Toll, Esq. 150 Monument Road, Suite 603 Bala Cynwyd, PA 19004

Return to:

Chicago Title Insurance Company Suite 1325 1515 Market Street Philadelphia, PA 19102

OPA # 882487700

#### DEED OF CORRECTION

THIS INDENTURE made the 9th day of July in the year two thousand and fifteen (2015)

#### BETWEEN

CHESWAL, L.P.

(hereinafter called the Grantor), of the one part,

AND

CHESWAL, L.P.

(hereinafter called the Grantee), of the other part,

#### WITNESSETH

That the said Grantor for and in consideration of the sum of **One Dollar** (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

#### 52947380 Page 2 of 14 07/30/2015 12:17PM

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected in the 5<sup>th</sup> (formerly part of the 6<sup>th</sup>) Ward of the City of Philadelphia, described according to a survey thereof made by W.C. Reeder, Esquire, Surveyor and Regulator of the 3<sup>rd</sup> Survey District on the 7<sup>th</sup> day of June, 1923, as follows:

BEGINNING at a point on the North line of Chestnut Street as opened of the width of 50 feet at the distance of 89 feet 1 1/4 inches Westwardly from the Westerly side of Front Street; thence extending Northwardly on a line parallel with Front Street 20 feet to a point; thence extending Westwardly on a line parallel with Chestnut Street 10 3/4 inches to a point; thence extending Northwardly on a line parallel with Front Street 15 feet to a point; thence extending Westwardly on a line parallel with Chestnut Street 17 feet 1 1/4 inches to a point; thence extending Southwardly on a line parallel with Front Street 35 feet to a point on the said North line of Chestnut Street as opened of width of 50 feet and thence extending Eastwardly along the said North line of Chestnut Street 18 feet to the point first mentioned and place of beginnning.

BEING 107 Chestnut Street.

BEING the same premises which 107, 134-136 Chestnut Street, LLC by Deed dated August 11, 2005 and recorded August 27, 2005 in the Department of Records of Philadelphia as Document ID No. 51253883, conveyed unto CHESWAL, L.P.

This is a Deed of Correction to correct an incorrect legal description in the preceding deed. There is no change of title.

TOGETHER with all and singular the Buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its

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Successors, Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns, forever.

AND the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that it the said Grantor and its Successors and Assigns, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor, its Successors and Assigns, and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US:

CHESWAL, L.P., a Pennsylvania limited partnership

By: Cheswal GP, LLC, a Pennsylvania limited liability company, its sole general partner

By:

arvey Spear, Marraging Member

Robert Spear, Makaging Member

#### 52947380 Page 4 of 14 07/30/2015 12:17PM

Commonwealth of Pennsylvania:

SS.

County of Montgomery

On this, the \_\_\_\_\_\_\_ day of July, 2015, before me, a Notary Public, personally appeared Harvey Spear and Robert Spear who acknowledged themselves to be the managing members of Cheswal GP, LLC, a Pennsylvania limited liability company and sole General Partner of Cheswal, L.P., a Pennsylvania limited partnership, and, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said entity by themselves as such General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

Notary Public

NOTARIAL SEAL DONNA M. ABT, Notary Public Lower Merion Twp., Managomery County My Commission Expires February 6, 2019



# ENGINEERING, LLC

1705 BUTLER PIKE CONSHOHOCKEN, PA 19428 PHONE: 610.828.1550 FAX: 610.828.5080 OFFICE@SE2ENG.NET

May 11, 2020

Mr. Robert Spear E-Z Parks Inc. 111 Chestnut Street Philadelphia, PA 19106

Re: 107 Chestnut Street

Philadelphia, PA

Dear Sir:

In accordance with your request, I re-inspected the above referenced project in order to complete an overall structural assessment of the building. I previously inspected this property in May of last year, in February of this year and recommended that the building be demolished.

My inspection indicates that the previous conditions have deteriorated further. The building is currently unstable and should be immediately demolished. I found the following:

- 1. The first floor has sunken further down.
- 2. The west stucco wall cracks have widened. Further cracks have appeared on this wall.
- 3. Where the brick has fallen on the second floor, the pier is more unstable. Further bricks have fallen and are no longer secure.

Based on the above observations, this building is in a state of collapsing. Damage to the surrounding properties and life may occur. This structure must be <u>immediately demolished</u> and removed. It is my professional opinion that the building is beyond repair. Any possible repair, if undertaken, would require demolition and reconstruction of the existing building since the building is so deteriorated that any shoring and bracing would have little to no support.

If you have any questions regarding the above, please do not hesitate to contact me at your convenience.

Very truly yours,

SE2 ENGINEERING, LLC

JBR:njc Photographs

Professional Engineer

ROSEN



# Fantini & Gorga

Skillfully Linking Borrowers and Lenders.

# Constant Chart

Constant Annual Percent / Loan Amortization Schedules

Years	10	15	20	25	30	35	40	Years
Rate					and the same of th			Rate
2.000%	11.042%	7.722%	6.071%	5.086%	4.435%	3.975%	3.634%	2.000%
2.125%	11.109%	7.791%	6.142%	5.160%	4.511%	4.053%	3.713%	2.125%
2.250%	11.176%	7.861%	6.214%	5.234%	4.587%	4.131%	3.794%	2.2509
2.375%	11.244%	7.931%	6.286%	5.308%	4.664%	4.210%	3.875%	2.375%
2.500%	11.312%	8.001%	6.359%	5.383%	4.741%	4.290%	3.957%	2.5009
2.625%	11.381%	8.072%	6.432%	5.459%	4.820%	4.371%	4.041%	2.6259
2.750%	11.449%	8.143%	6.506%	5.536%	4.899%	4.452%	4.125%	2.750
2.875%	11.518%	8.215%	6.580%	5.613%	4.979%	4.535%	4.210%	2.875
3.000%	11.587%	8.287%	6.655%	5.691%	5.059%	4.618%	4.296%	3.000
3.125%	11.657%	8.359%	6.731%	5.769%	5.141%	4.702%	4.383%	3.125
3.250%	11.726%	8.432%	6.806%	5.848%	5.222%	4.787%	4.470%	3.250
3.375%	11.796%	8.505%	6.883%	5.927%	5.305%	4.873%	4.559%	3.375
3.500%	11.866%	8.579%	6.960%	6.007%	5.389%	4.959%	4.649%	3.500
3.625%	11.937%	8.652%	7.037%	6.088%	5.473%	5.047%	4.739%	3.625
3.750%	12.007%	8.727%	7.115%	6.170%	5.557%	5.135%	4.830%	3.750
3.875%	12.078%	8.801%	7.193%	6.252%	5.643%	5.224%	4.922%	3.875
4.000%	12.149%	8.876%	7.272%	6.334%	5.729%	5.313%	5.015%	4.000
4.125%	12.221%	8.952%	7.351%	6.417%	5.816%	5.404%	5.109%	4.125
4.250%	12.293%	9.027%	7.431%	6:501%	5.903%	5.495%	5.203%	4.250
4.375%	12.364%	9.103%	7.511%	6.585%	5.991%	5.587%	5.299%	4.375
4.500%	12.437%	9.180%	7.592%	6.670%	6.080%	5.679%	5.395%	4.500
4.625%	12.509%	9.257%	7.673%	6.755%	6.170%	5.772%	5.492%	4.625
4.750%	12.582%	9.334%	7.755%	6.841%	6.260%	5.866%	5.589%	4.750
4.875%	12.655%	9.412%	7.837%	6.928%	6.350%	5.961%	5.687%	4.875
5.000%	12.728%	9.490%	7.919%	7.015%	6.442%	6.056%	5.786%	5.000
5.125%	12.801%	9.568%	8.003%	7.103%	6.534%	6.152%	5.886%	5.125
5.250%	12.875%	9.647%	8.086%	7.191%	6.626%	6.249%	5.986%	5.250
5.375%	12.949%	9.726%	8.170%	7.280%	6.720%	6.346%	6.088%	5.375
5.500%	13.023%	9.805%	8.255%	7.369%	6.813%	6.444%	6.189%	5.500
5.625%	13.098%	9.885%	8.340%	7.459%	6.908%	6.543%	6.292%	5.625
5.750%	13.172%	9.965%	8.425%	7.549%	7.003%	6.642%	6.395%	5.750
5.875%	13.247%	10.045%	8.511%	7.640%	7.098%	6.742%	6.498%	5.875
6.000%	13.322%	10.126%	8.597%	7.732%	7.195%	6.842%	6.603%	6.000
6.125%	13.398%	10.207%	8.684%	7.824%	7.291%	6.943%	6.707%	6.125
6.250%	13.474%	10.289%	8.771%	7.916%	7.389%	7.045%	6.813%	6.250
6.375%	13.550%	10.371%	8.859%	8.009%	7.486%	7.147%	6.919%	6.375
6.500%	13.626%	10.453%	8.947%	8.102%	7.585%	7.250%	7.025%	6.500
6.625%	13.702%	10.536%	9.035%	8.196%	7.684%	7.353%	7.133%	6.625
6.750%	13.779%	10.619%	9.124%	8.291%	7.783%	7.457%	7.240%	6.750
6.875%	13.856%	10.702%	9.214%	8.386%	7.883%	7.561%	7.348%	6.875
Rate								Rate
Years	10	15	20	25	30	35	40	Year

March 16, 2020

Mr. Robert Spear E-Z Parks Inc. 111 Chestnut Street Philadelphia, PA 19106

> Re: 107 Chestnut Street Philadelphia, PA

Dear Sir:

In accordance with your request, I've inspected the above referenced project 3 times over the last 10 months. These inspections were completed in order to perform an overall structural assessment of the building. I recommend that this structure be completely demolished. The condition of this structure has continued to deteriorate over this time period. The cracking present has widened, the walls have continued to shift, a partial failure has occurred, and debris has fallen onto the sidewalk. It is my professional opinion and conclusion based upon a reasonable degree of engineering certainty that the building is currently unstable and should be immediately demolished.

In addition to the above, it is my understanding that the City of Philadelphia has issued a structural violation on the structure which requires you to obtain the services of structural engineer and his opinion to remedy the situation. My recommendation is to immediately demolish this structure.

The building is located on the north side of Chestnut Street. This structure is a four story brick row. There is a neighboring building to the east. To the west there is an access driveway for the parking lot. There is no attached rear portion of the building. The floor and roof structure span the short or east west direction. The floor and roof consists of wood 3x joists spaced at 16 inches on centers. The first floor appeared to be used as retail/commercial space. The upper levels appeared to be used as apartments.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

#### I found the following:

1. The front brick wall has moved laterally towards Chestnut Street. There is cracking and spalling, or pieces of it are breaking off, of the front wall at the third and second floor levels. This movement results in the load no longer being applied concentrically at the center of the wall. The eccentric load also furnishes a driving moment which will result in further movement of the wall outwards. Due to the movement the capacity of the wall is reduced. This condition is not repairable unless the wall is reconstructed. As such, the historical nature, aspects and/or fabric of the building would be altered.





The picture above shows movement below the window. The brick joints are open. This reduces the ability of the brick to transfer load due the reduced surface area. The walls are deteriorated. The picture to right shows a opening that has failed at the second floor. This opening is approximately 12 inches wide by 18 inches tall. This results in a reduced capacity of the pier to carry load. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

2. A portion of the front brick wall has fallen as shown in item #1. This opening is approximately 12 inches wide by 18 inches tall. This condition reduces the cross sectional area that the wall can use to support the loading. As such, the load carrying capacity of the wall is reduced. At my original inspection, the masonry was intact and no holes existed. This condition worsened over time. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.





The picture to the left shows the fallen debris on the ground on the front sidewalk of the structure. At the time of my original inspection, the hole and fallen debris did not exist. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

3. The front pier that has collapsed onto the side walk has deteriorated. This is a picture taken from within the second floor. The bricks have collapsed onto the second floor. The brick are loose and easily removed by hand. They are no longer mortared together. They are a stack of cards and cannot carry load. The mortar has completed deteriorated. This pier is no longer carry loading. In order to repair this condition, the loading above would have to be shored and the pier completely removed and reconstructed. This would negatively impact the historical nature, aspects and/or fabric of the building.



This condition was not present at the time of my initial inspection.



March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 4. There is a large vertical crack that has widened on the front Southwest corner. The crack extends vertically up the entire height of the wall. It has been repaired on at least two occasions. This crack varies in width. It is approximately 3/4 of an inch wide. The movement of these walls will only continue to worsen as water can now freeze in the crack. This condition shows that the walls have delaminated. In effect, the walls are two 4 inch thick walls rather than one 8 inch thick wall. The second portion of the wall is behind the downspout. This results in reduced load capacity of the wall. The crack has widened over the course of my inspections. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.



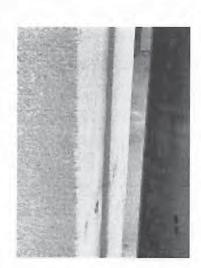
5. There is steel strapping present at the top of the front west corner. These straps indicate a previous repair completed at the top of the wall. The repair is approximately 10 years old. There are four straps that appear to be 3 inches wide by 3 feet long. The repair indicates that the building corner was moving and is no longer in its original condition. The masonry is not properly integrated together. While the strapping is working, it is unattractive and negatively impacts the historical nature, aspects and/or fabric of the building.



March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> The front wall where it adjoins the building to the east also shows separation, shifting and lateral movement. The movement indicates that the building has sifted relative to the neighboring east building and has gotten larger over the time of my inspections. The movement noted is approximately 3/8 of an inch. The joint exists for the full height of the structure along the east side. Due to movement, the loading above is now eccentric to the wall. This results in the wall continuing to laterally move and the condition to worsen over time. In order to repair this condition, the wall would have to be removed, reconstructed and properly secured to the floors behind. This would negatively impact the historical nature, aspects and/or fabric of the building.

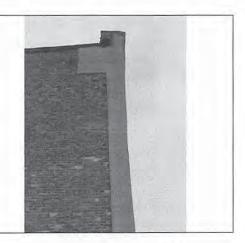




March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

7. The upper parapets are not water protected. There is no cap flashing and the top of the wall is water stained. As such, water is entering into the wall resulting in further movement. The water infiltration is visible on the upper parapet of the structure.



8. The west wall is pulling away from the building to the west. This is indicated by the cracking and spalling of the stucco. Please note that the wall has bulged and rolled. This movement results in the load no longer being applied concentrically at the center of the wall. The eccentric load also furnishes a driving moment which will result in further movement of the wall outwards. Due to the movement the capacity of the wall is reduced. The joists are dislodged from their original bearing condition. With the floor removed, the wall becomes more slender and longer. The load carrying capacity of the wall is reduced. This condition is not repairable without complete reconstruction. Thus, the historical nature, aspects and/or fabric of the building would be altered.

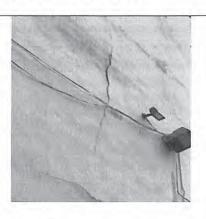


March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 9. There are numerous areas where the stucco coating has delaminated and moved away from the exterior walls. The stucco is cracked and bulging. The cracks vary in thickness from 1/8 to 3/8 of an inch in width. Some cracks are small other are over 8 feet in length. The impact on the picture to the right shows that the stucco has delaminated over 3 inches away from the face. The movement also is visible at the ends of the stucco where it adjoins the brick face. This is visible within the lower right picture. The stucco presents a dangerous condition because pieces are falling to the ground. These conditions have worsened over the time of my inspections. This condition is not repairable without complete removal and reconstruction of the stucco. Thus, the historical nature, aspects and/or fabric of the building would be altered.



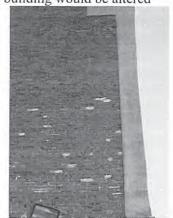




March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

10. Several bricks are missing or have been infilled on the rear east corner This is indicated by the holes in the picture below. The infilled brick are white. The bricks have further deteriorated over the time of my inspections. Additional brick faces have spalled or deteriorated. This condition is indicative of deterioration of the brick and reduced load carrying capacity of the wall. This condition is not repairable without removal and replacement of the damaged brick. Thus, the historical nature, aspects and/or fabric of the building would be altered





This picture shows missing mortar within the brick joints. This missing mortar indicates that the wall has deteriorated. This results in a reduced load carrying capacity of the wall. The mortar joints have deteriorated further over the time my inspections. This condition is not repairable without replacement of the mortar. The mortar composition and color would not match the original construction. Thus, the historical nature, aspect and/or fabric of the building would be altered.

March 11, 2020

Re: 107 Chestnut Street Philadelphia, PA

11. All floors are loose and not level. The picture to the right shows an increased gap between the baseboard and the floor. The gap is over ½ of inch wide. The gap on the left side is larger than the gap on the right. This indicates that the front wall has moved laterally forward. This condition has worsened over the time of my inspections. In order to level the floor, the floor boards would have to be removed. Thus, the historical nature, aspects and/or fabric of the building would be altered





This picture to the left shows the movement downward on the first floor. The floor was originally at the bottom of the white wall. The movement downwards is a maximum of 4 inches. This indicates that the joists are not laterally supporting the wall and that the wall will continue to move. The floor joists have deteriorated and require complete replacement. Thus, the historica nature, aspects and/or fabric of the building would be altered. This condition has worsened over the time of my inspections.

March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

12. The west end of the joists are almost completely out their pockets on the first floor. This condition had and will continue to worsen. The joists have moved further out of the pockets and floor has moved downwards. There is no bearing contact of the joist to a minimal 1 inch bearing contact of the joist to the wall. The joist ends are rotted. The load carrying capacities of these members are compromised. The first floor is unstable and potentially can collapse. The floor no longer provides lateral support for the wall.





March 16, 2020

Re:

107 Chestnut Street Philadelphia, PA

13. The first floor joists on both the east and west ends are rotted. These members are easily penetrated by a screw driver under normal hand pressure. This condition has worsened over the time of my inspections. The deterioration indicates that the member is structurally compromised and can no longer sustain its required loading without removal or repair. This would result in negatively impacting the historical nature, aspects and/or fabric of the building.



14. There are cracked joists within the first floor visible on the east end. The crack is approximately ¼ of an inch in width and extend 6 feet long. The crack reduces the member available to carry loading. It load carrying capacity is reduced. The deterioration indicates that the member is structurally compromised and can no longer sustain its required loading without removal or repair. This would result in negatively impacting the historical nature, aspects and/or fabric of the building.

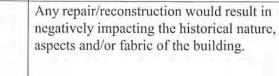


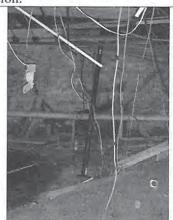
Page 13 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

15. The temporary supports for the first floor joists have shifted. The supports are no longer plumb or supporting. During my original inspection these members were plumb. The shifting indicates that the floor has moved downwards and outwards. It indicates that the building is continuing to move. In order to repair this condition, the entire floor and wall have to be reconstructed. The joists immediately must be removed and replaced. The wall has to be reconstructed to eliminate the water infiltration.







Page 14 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

16. There is steel strapping present at the second and third floor level that attaches the floor to the rear wall. This indicates a prior repair. This repair is over 10 years old. The repair indicates that the building was moving. While the strapping is working, it is unattractive and negatively impacts the historical nature, aspects and/or fabric of the building.







Page 15 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

17. Several joists are loose in the joist pockets on the upper levels. This is evidence by the creaking and movement when walking on the floors above. These joists are no longer secured in the pocket due to deterioration of the brick and the mortar. This picture shows the condition of the brick and pockets at the third floor. There is missing mortar within the brick joints in the picture at the left.





The picture to the left shows deteriorated brick dust on the insulation. This indicates that the bricks are crumbling due to water infiltration within the building. This reduces the load carrying capacity of the brick. In order to repair this condition, the bricks would require removal and replacement. This would negatively impact the historical nature, aspects and/or fabric of the building.

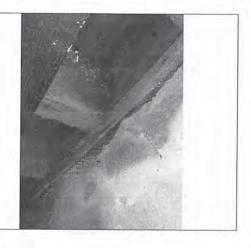
Page 16 March 16, 2020

Re: 107 Chestnut Street Philadelphia, PA

> 18. The basement is damp and wet. This condition has been present on all inspections. There is standing water present. There is mold present. Water infiltration is due to the site drainage, the lack of parapet flashing, and through the wall itself resulting in deterioration of wood member and the stone walls. The water causes further deterioration and reduced capacity of the members to carry load. In order to eliminate the water, the wall above requires removal and replacement. The site drainage should be set to drain water away from the foundation. Further, damproofing and drainage systems would be required. This would negatively impact the historical nature, aspects and/or fabric of the building.



19. There is evidence of a past fire within the basement area. The ceiling and some members show substantial charring and smoke damage. A fire indicates that the building has suffered past trauma. It is no longer constructed in its original condition. Due to the presence of a past fire, I recommend that all members to inspected to assure a proper repair was completed and no damaged members exist.





# ENGINEERING, LLC

1705 BUTLER PIKE CONSHOHOCKEN, PA 19428 PHONE: 610.828.1550 FAX: 610.828.5080 OFFICE@SE2ENG.NET

Page 17 March 16, 2020

Re;

107 Chestnut Street Philadelphia, PA

Based on the above observations, this building is in a state of partial collapse. Damage to the surrounding properties and life may occur. This structure must be <u>immediately demolished</u> and removed. It is my professional opinion that the building is beyond repair.

It is my professional opinion that any repair to this structure would effectively dismantle and reconstruct the building. The entire structure would require substantial steel shoring towers on all sides, removal and replacement of the wood structure, and complete dismantlement and reconstruction of the brick. There effectively would be nothing left of the original structure.

I further recommend that the sidewalk in front of the building and the west driveway be blocked off to prevent public traffic. It is my opinion that debris will continue to fall from the building until the building is demolished. This measure is intended to protect the public.

The above opinions and conclusions are based upon a reasonable degree of engineering certainty. If you have any questions regarding the above, please do not hesitate to contact me at your

Very truly yours,

12 ENGINEERING, LLC

Professional Engineer



122 Delia Lane • Philadelphia PA 19115 215-990-1725 • Fax 866-475-5463 Email: stephen.figlin@gmail.com

May 20, 2020

Mr. Edward S. Snyder 300 E. Lancaster Ave. Suite 1004 Wynnewood, PA 19096 David G. Orphanides, Esq.
Orphanides-Toner
Two Penn Center Suite 800
1500 John F. Kennedy Boulevard
Philadelphia, PA 19102

RE: 107 Chestnut St.

Philadelphia, PA 19103

#### Gentlemen:

As requested, I have reviewed documents provided relating to 107 Chestnut Street, Philadelphia, PA, 19103 "Building" and obtained available images of the exterior of the "Building". This has allowed a rough determination of the size and configuration of the structure for the purposes of assisting in a determination of the approximate costs of rehabilitation of the interior, exterior or demolition costs associated with this "Building" and the viability of these expenditures in extending the usability and rate of return expected from this potential restoration.

The "Building" is a four-story masonry building of approximately total 2520 SF, with the unoccupied first floor fit out as retail/ commercial space and the upper three floors unoccupied and fit out for residential use.

The condition of the "Building" is described in the engineering reports as "in a partial state of partial collapse," and may be the subject of a "structural violation" all of which affect

2 Ibid

SE2 Engineering, LLC report dated March 16,2020

RE: 107 Chestnut St. Philadelphia, PA 19103 May 20, 2020

the possible restoration or rehabilitation of the "Building." Further engineering examinations of the building, by both Keast and Hood

and SE2 Engineering, LLC have reinforced the structural deterioration<sup>4</sup> and current state of the "Building." These additional follow-up inspections have added to an understanding and confirmation of the "Building" conditions.<sup>5</sup>

However, since the building is reportedly historically designated, and is located in an Historic District it is the subject of requirements for the construction, demolition, or other rehabilitation of the "Building" and the determination of an approximate budget for these activities is warranted.

Any construction activity will require the entire building to be prepared with interior and exterior heavy steel shoring, and heavy weight scaffolding for either the eventual reconstruction and rehabilitation or manual intensive demolition. Costs associated with this type of protective measure requires engineering direction as well as permitting. We estimate the cost of interior shoring to be approximately \$40,000-\$60,000 based on costs for similar shoring of other buildings in the same geographic area. Exterior scaffolding n addition would represent an approximate additional cost of \$30,000 -\$40,000.00 If the façade is being considered for preservation and restoration a supplemental bracing system may be required adding additional substantial costs, of approximately \$15,000-\$30,000.

<sup>3</sup> Ibid (§2)

<sup>&</sup>lt;sup>4</sup> SE2 Engineering, LLC report dated May 11, 2020

<sup>5</sup> Keast & Hood Structural Condition Assessment May 17, 2017

<sup>&</sup>lt;sup>6</sup> Building Permit Application Review (City of Philadelphia Zoning Code, Historic Preservation) §14-1005(6)(d)

RE: 107 Chestnut St. Philadelphia, PA 19103 May 20, 2020

The four floors appear are one small commercial space and three small residential units

of approximately 500 SF on each floor. The approximate cost to build out commercial/apartment

units on each floor \$75,000- \$100,000. depending on the extent of the finishes selected and the

possible requirements for

Mechanical, HVAC, Plumbing, Electrical, Fire Suppression, Life Safety, and other Building

Code requirements.

The building structure is a separate consideration increasing the potential cost of

rehabilitation and preservation of the Historic façade, if required. The costs associated with the

rehabilitation of the structure including restoring the façade could represent an additional

estimated cost of approximately \$400,000-\$700,000.

In the absence of rehabilitation and restoration, the demolition of the existing building

could require the hand demolition of the structure to avoid disturbing the neighboring area, and

the preservation of the walls and foundations of the neighboring adjacent building. Accordingly,

an estimate of the range of costs for this type of demolition could be approximately \$100,000-

\$150,000 in addition to the previous mentioned scaffolding costs.

Following full demolition of the structure, incurring the estimated demolition costs, a

budget for rebuilding a building of similar size and configuration would be approximately

\$750,000-\$1,250,000.

Selection of contractor, historic preservation requirements, and other construction choices

can significantly influence the approximate costs mentioned.

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RE: 107 Chestnut St. Philadelphia, PA 19103 May 20, 2020

These approximate costs are summarized as follows:

# Estimated Rehabilitation Costs/Budget

Internal Shoring	\$ 40,000.00 - \$ 60,000.00
Scaffolding, Safety Barriers, Bracing	\$ 40,000.00 - \$ 75,000.00
Interior Rehabilitation of 4 Floors	\$ 300,000.00 - \$ 400,000.00
Exterior Rehabilitation	\$ 400,000.00 - \$ 700,000.00
Total Approximate Rehabilitation Costs	\$ 780,000.00 - \$ 1,235,000.00
Demolition Costs	
Scaffolding, Safety Barriers, Bracing	\$ 30,000.00 - \$ 40,000.00
Demolition, Excavation, Party Wall Rehabilitation	\$ 100,000.00 - \$ 150,000.00
Total Estimated Demolition Costs	\$ 130,000.00 - \$ 190,000.00
Total Estimated Costs to Build New Similar Building	\$ 750,000.00 - \$ 1,250,000.00

Because of the substantial estimated costs (\$300-\$500/SF) of the rehabilitation and restoration of this "Building" and the limited size of the small completed rental units (commercial and residential) the sale and rental of the "Building" and/or the reasonable rate of return making the rehabilitation and /or restoration of the "Building" impracticable.

RE:

107 Chestnut St.

Philadelphia, PA 19103

May 20, 2020

Accordingly, this represents my professional opinion based my experience in the adjustment of first party claims involving the repair, restoration, rehabilitation and business interruption claims involving buildings and structures impaired by forms of property damage, including fire, flood collapse and other perils, and additionally my recent experience in similar projects in nearby buildings. I reserve the right to modify or amend this report if additional information becomes available.

Respectfully submitted.

Stephen R. Figlin, SPPA, FPPA

SRF/hs

Attachments:

Report of SE2 Engineering, LLC March 16,2020
Report of SE2 Engineering, LLC May 11,2020
Structural Condition Assessment, Keast & Hood, May 17,2020
City of Philadelphia, Building Application Review §(6)(d)
Shoring Plan Notes (unattributed)
Photograph of Building Exterior
Stephen R. Figlin, SPPA, FPPA Curriculum Vitae

5



122 Delia Lane • Philadelphia PA 19115 215-990-1725 • Fax 866-475-5463 Email: stephen.figlin@gmail.com

May 11, 2020

Mr. Edward S. Snyder 300 E. Lancaster Ave. Suite 1004 Wynnewood, PA 19096

RE: 107 Chestnut St.

Philadelphia, PA 19103

Dear Mr. Snyder:

As requested, I have reviewed documents provided relating to 107 Chestnut Street, Philadelphia, PA, 19103 (Building) and obtained available images of the exterior of the "Building". This has allowed a rough determination of the size and configuration of the structure for the purposes of assisting in a determination of the approximate costs of rehabilitation of the interior, exterior or demolition costs associated with this "Building".

The "Building" is a four-story masonry building of approximately total 2520 SF, with the first floor occupied as retail/ commercial space and the upper three floors appearing to be apartments.

The condition of the "Building" is described in the engineering reports as "in a partial a state of partial collapse," and may be the subject of a "structural violation" affecting the possible restoration or rehabilitation of the "Building."

May 11, 2020

SE2 Engineering, LLC report dated March 16,2020

<sup>2</sup> Ibid

<sup>3</sup> Ibid

Mr. Edward S. Snyder 300 E. Lancaster Ave. Suite 1004 Wynnewood, PA 19096

> RE: 107 Chestnut St. Philadelphia, PA 19103

However, since the building resides in an Historic District and may be the subject of requirements for the construction, demolition, or other rehabilitation of the building the determination of an approximate budget for these activities is warranted. The façade of the building may be required to be preserved.

Any construction activity will require the entire building be prepared with interior and exterior steel shoring, and scaffolding for either the eventual reconstruction and rehabilitation or manual intensive demolition. Costs associated with this type of protective measure require engineering direction as well as possible permitting. We estimate the cost of interior shoring to be approximately \$40,000-\$60,000 based on costs for similar shoring of other buildings in the same geographic area. Exterior scaffolding in addition would represent approximately and additional cost of \$30,000. -\$40,000.00.

The upper four floors appear to be residential units of approximately 500 SF on each floor. The approximate cost to build out apartment units on each floor \$75,000-\$100,000. depending on the extent of the finishes selected and the mechanical requirements for HVAC, Plumbing, Electrical, Fire Suppression, Life Safety, and other Building Code requirements.

Building structure is a separate consideration increasing the potential cost of rehabilitation and preservation of the Historic façade, if required. The costs associated with the rehabilitation of the structure including restoring the façade could represent an additional cost of approximately \$400,000-\$600,000.

May 11, 2020

Mr. Edward S. Snyder 300 E. Lancaster Ave. Suite 1004 Wynnewood, PA 19096

> RE: 107 Chestnut St. Philadelphia, PA 19103

In the absence of rehabilitation and restoration the demolition of the existing building could require the hand demolition of the structure to avoid disturbing the neighboring area, and the preservation of the walls and foundations of the neighboring adjacent building. Accordingly, an estimate of the range of costs for this type of demolition could be approximately \$100,000-\$150,000 in addition to the previous mentioned scaffolding costs.

Selection of contractor, historic preservation requirements, and other construction choices can significantly influence the approximate costs mentioned.

The approximate costs are summarized as follows:

#### Estimated Rehabilitation Costs/Budget

\$ 40,000.00	\$	60,000.00
\$ 30,000.00	\$	40,000.00
\$300,000.00	\$	400,000.00
\$400,000.00	\$	600,000.00
\$770,000.00	\$1,100,000.00	
\$ 30,000.00	\$	40,000.00
\$100,000.00	\$	150,000.00
\$130,000.00	\$	190,000.00
	\$ 30,000.00 \$300,000.00 \$400,000.00 \$770,000.00 \$ 30,000.00 \$100,000.00	\$ 30,000.00 \$ \$300,000.00 \$ \$400,000.00 \$ \$ \$770,000.00 \$ \$ \$ \$100,000.00 \$

May 11, 2020

Mr. Edward S. Snyder 300 E. Lancaster Ave. Suite 1004 Wynnewood, PA 19096

> RE: 107 Chestnut St. Philadelphia, PA 19103

Accordingly, this represents my professional opinion based my experience in the adjustment of first party claims involving the repair, restoration and rehabilitation of buildings and structures impaired by forms of property damage, including fire, flood collapse and other perils. I reserve the right to modify or amend this report if additional information becomes available.

Respectfully submitted.

Stephen R. Figlin, SPPA, FPPA

Attachments:

Report of SE2 Engineering, LLC Photograph of Building Exterior Stephen R. Figlin, SPPA, FPPA Curriculum Vitae

#### Curriculum Vitae

Date of Birth-9/16/44

#### BUSINESS BACKGROUND BUSINESS AFFILIATIONS

2009- Present Senior Vice President Young Adjustment, Company, Inc, Blue Bell, PA

1966-1976 Employed by Ben Weinstein, Public Adjuster, 325 Chestnut St., Philadelphia,

PA.

1976 -Present Founder and Owner of Stephen R. Figlin & Associates, Inc. Adjusters for

the Assured, Philadelphia, PA.

# LICENSES AND PROFESSIONAL CERTIFICATION

Qualified by National Association of Public Insurance Adjusters as a Senior Professional Public Adjuster. (SPPA)

Designated by the National Association of Public Insurance Adjusters as a Fellow in the Profession of Public Adjusting (FPPA)

Designated by the International Association of Umpires and Appraisers as a Certified Property Insurance Appraiser /Umpire (CPAU)

Licensed In the following Jurisdictions:

New York; New Jersey; South Carolina; Delaware; Maryland; District of Columbia; North Carolina; Florida; Georgia; Ohio; Pennsylvania; West Virginia; Louisiana; Iowa; Vermont; Texas; Wyoming; Registered in the State of Mississippi; USVI; Virginia; Iowa; Texas; NPR # 621629

Licensed by the Commonwealth of Puerto Rico as an Emergency Public Adjuster following Hurricane in September 1998

# Curriculum Vitae

# PROFESSIONAL ASSOCIATIONS AND ORGANIZATION MEMBERSHIPS

2016-PRESENT	Member of International Association of Umpires and Appraisers (IAUA)
1978-PRESENT	Member of and Accredited by the National Association of Public Insurance Adjusters. (NAPIA)
1985-1991	Member of the Board of Directors of the New Jersey Association of Public Insurance Adjusters
1986-PRESENT	Member of the Board of Directors of the National Association of Public Insurance Adjusters
1986-1987	Chairman, Constitution and By-laws Revision Committee: National Association of Public Insurance Adjusters
	Member, Legislative and Professional Education Committee
1987-1991	Member, Constitution and By-laws Revision Committee: National Association of Public Insurance Adjusters
1987-1989	Chairman, Professional and Continuing Education Committee; National Association of Public Insurance Adjusters (NAPIA)
Various	Member- National Association of Home Builders
	Member- Multi-Family Housing Council of Southeastern PA
	Member- Greater Philadelphia Chamber of Commerce
	Member- Better Business Bureau of Philadelphia

# Curriculum Vitae

# PROFESSIONAL ASSOCIATIONS AND ORGANIZATION MEMBERSHIPS (cont.)

	Member- Pennsylvania Association of Public Insurance Adjusters (PAPIA)
1988-1992	Member- Insurance Committee of the Multi Family Housing Council of Southeastern PA
1988-PRESENT	Member- Long Range Planning Committee- National Association of Public Insurance Adjusters (NAPIA)
1988-1989	Treasurer- National Association of Public Insurance Adjusters (NAPIA)
1989-1990	Secretary- National Association of Public Insurance Adjusters (NAPIA)
1990-1994	VP-National Association of Public Insurance Adjusters (NAPIA)
1990-1993	Officer-in-Charge, Professional Education Committee & Constitution and Laws Revision Committees
1991-PRESENT	Member - Penna. Association of Public Insurance Adjusters (PAPIA) Secretary - Penna. Association of Public Insurance Adjusters (PAPIA)
1993-1994	Chairman- Long Range Planning Committee (NAPIA)  Member - Professional Education Committee (NAPIA)
1994-1995	President and Chairman of the Board of National Association of Public Insurance Adjusters (NAPIA)
1994-PRESENT	Member- Pennsylvania Insurance Department License Examination Review Committee

#### Curriculum Vitae

# PROFESSIONAL ASSOCIATIONS AND ORGANIZATION MEMBERSHIPS (cont.)

1995-1997 Chairman - Past Presidents and Nominating Committee of the National

Association of Public Insurance Adjusters (NAPIA)

1996-PRESENT Member - Professional Certification Committee (NAPIA)

1998-1999, Chairman - Professional Certification Committee

2000-Current (NAPIA)

2009-Present Education Coordinator and Course Planner for First Party Claims

Conference. (FPCC) Warwick, RI

# LECTURES AND STUDY MATERIAL

1986- Invited Lecturer- National Association of Public Insurance Adjusters, Professional

Education Seminar, White Sulfur Springs, West Virginia.

"UNDERSTANDING OF CONDOMINIUM INSURANCE: THE PREPARATION AND NEGOTIATION OF CLAIMS FROM THE PERSPECTIVE OF THE ASSOCIATION AND THE UNIT OWNER." Text,

outline and study material prepared by lecturer.

1986- Same Lecture presented to the New York Association of Public Insurance Adjusters.

Invited Faculty and Panel Member, Pennsylvania Bar Institute Continuing Education Program for Attorneys; Philadelphia, Pa. "INSURANCE PROBLEMS IN REAL ESTATE DEVELOPMENT AND CONSTRUCTION" Author of Chapter entitled "THE LOSS ADJUSTMENT AND CLAIMS PREPARATION PROCESS-ADJUSTMENT BEFORE LITIGATION", which included a Glossary of Insurance, Insurance Policy and Claim Terms for the course manual PBI No. 1986-356.

#### Curriculum Vitae

#### LECTURES AND STUDY MATERIAL (Cont.)

Invited Lecturer and Panel Member, Pennsylvania Bar Association, Real Property, 1988 Probate and Trust Law Section Retreat; Hershey, Pa. on subject of "LIABILITIES FLOWING FROM OWNERSHIP OF REAL ESTATE- PROPERTY INSURANCE CLAIMS; THEIR PITFALLS AND PROBLEMS "Outline and study material prepared by lecturer. Lecturer and Course Planner, National Association of Public Insurance Adjusters, 1989 Professional and Continuing Education Seminar, Southampton, Bermuda. "COLLAPSE-A DISCUSSION OF THE COVERAGES AND EXCLUSIONS" Outline and displays prepared by lecturer. Lecturer and Course Planner, Mass. Association of Public Insurance Adjusters, 1990 Seminar, Boston, Mass. "THE ALL RISK POLICY AND ITS EXCLUSIONARY LANGUAGE, A REVIEW" Outline and course material prepared by lecturer. Lecturer and Course Planner, California Association of Public Insurance Adjusters, 1991 Seminar, "CONDOMINIUMS, COOPERATIVES: A PERSPECTIVE UNDER PROPERTY INSURANCE COVERAGES" Outline and course material prepared by lecturer. Lecturer, Insurance Agent and Producer Education Program, Clair-Odell Group, 1991 Plymouth Meeting, Pa., "BUSINESS INTERRUPTION, RENTAL VALUE AND EXTRA EXPENSE: THE TIME ELEMENT COVERAGES" Course material and handbook edited and prepared by lecturer. Lecturer and Course Planner, Continuing Education for Insurance Agents, Producers 1991 and Customer Service Representatives, "PROPERTY INSURANCE CLAIMS-THEIR PITFALLS AND PROBLEMS AND THE RELATIONSHIP OF THE PUBLIC ADJUSTER TO THE LOSS ADJUSTMENT PROCESS" Outline and course material prepared by lecturer. Handbook edited by lecturer.

#### Curriculum Vitae

#### LECTURES AND STUDY MATERIAL (Cont.)

Editor- National Association of Public Insurance Adjusters, "MEMBERSHIP 1992 MANUAL". This Manual is to be used as an introduction to the Association and its operation and programs for all members. Faculty and Panel Member, Pennsylvania Bar Institute Continuing Education 1995 Program for Attorneys; Philadelphia, Pa. and Harrisburg, Pa.; "INSURANCE PROBLEMS IN REAL ESTATE, DEVELOPMENT AND CONSTRUCTION" Author of Chapter entitled "THE LOSS ADJUSTMENT AND CLAIMS PREPARATION PROCESS- "THE PROCESS AND THE PITFALLS", which included a Glossary of Insurance, Insurance Policy and Claim Terms for the course manual PBI No. 1995-971. Invited Lecturer and Course Planner, Continuing Education for Insurance Agents, 2004 Attorneys, and Accountants "HOW TO MAXIMIXE YOUR RECOVERY IN A PROPERTY /BUSINESS INTERRUPTION CLAIM", The Graham Company, Philadelphia, PA Coordinated the planning and implementation of the National Association of Public 2005-2006 Insurance Adjusters Certification Program with the AICPCU/IIA, including the development of Certification examinations and study material for the CPPA and SPPA programs. Invited Lecturer and Course Planner, Continuing Education for Insurance 2006 Agents, Attorneys, and Accountants "THE PERFECT STORM, WHERE COVERAGE, CATASTROPHE AND THE CLAIM MEET," The Graham Company, Philadelphia, PA Faculty and Panel Member, Pennsylvania Bar Institute Continuing Education 2006 Program for Attorneys; Philadelphia, Pa.; "AVOIDING PROBLEMS IN REAL ESTATE, DEVELOPMENT AND CONSTRUCTION" Author of Chapter entitled "THE LOSS ADJUSTMENT AND CLAIMS PREPARATION PROCESS-ADJUSTMENT BEFORE LITIGATION",

for the course manual PBI No. 2006-4174.

# Curriculum Vitae

2007	Faculty and Panel Member, Pennsylvania Bar Institute Continuing Education Program for Attorneys; Philadelphia, Pa.; "AVOIDING PROBLEMS IN REAL ESTATE, DEVELOPMENT AND CONSTRUCTION" and contributed to the course manual PBI No. 2007-4852.
2007	Approved Instructor by State of New York for Continuing Education Course "Builders Risk Insurance, Coverages and Claims" developed for the New York Public Adjusters Association, as a Continuing Professional Education Course. (5 CEU Course) 10/17/2007, including the preparation of a course outline.
2008	Course Planner & Instructor for Continuing Professional Education Course "Builders Risk Insurance" developed and presented to the National Association of Public Insurance Adjusters (NAPIA) presented 6/12 – 6/14/2008 including the course outline and manual.
2008	Guest Lecturer - Temple University Real Estate Institute - Construction Management Course "Builders Risk Insurance Coverages & Claims".
2008	MAPIA/NAPIA Fall Seminar Series – Panelist with the Merlin Law Group "How You Play The Game – An Ethical Round Table to Help Avoid Costly Penalties".
2009	Course Planner, Curriculum Coordinator and Instructor for the First Party Claims Conference, Inaugural Program, October 26, 27 2009, Providence, RI "Builders Risk Insurance Coverages & Claims- Green Buildings" a Study of the Coverages, Scheduling Issues and Delay/ Cost Coverages.
2010-2015	Guest Lecturer – Temple University Real Estate Institute – Construction Management Course "Builders Risk Insurance Coverages & Claims"
2009-Present	Course Planner, Curriculum Coordinator for the First Party Claims Conference, October 2009, 2010, 2011, 2012, 2013, 2014,2015,2016, 2017 Providence, RI
2013	Course Planner and Co-Presenter First Party Claims Conference, Providence RI,

#### Curriculum Vitae

"Unlicensed Practice of Public Adjusting, What it, why is it happening is? And

2016 Course Planner & Instructor for Continuing Professional Education Course
"Where there is Fire There is Smoke", a case study on the adjustment of losses
involving smoke infiltration into building spaces. June 2016 Laguna Beach, CA

Course Planner and Co-Presenter First Party Claims Conference, Providence RI,
"The Ethical Practice of Public Adjusting- A Primer for the Public Adjuster"

2019 Course Planner and Co-Presenter First Party Claims Conference, Providence RI,
Adjusting 101, Understanding the Commercial Property (CP) and Business
Owners (BOP) Insurance Policies and Coverages.

# QUALIFICATIONS

May-June 2003 Qualified as an expert witness in "Claims Handling Procedures", USDC

Western District of Louisiana, Shreveport Division, Cleveland

Construction, Inc. vs. Broadmoor Anderson Corp, ET Al. (Hollywood

Casino Shreveport) CV00-1597-S

November 2012 Qualified as an expert witness in "Preparation and Compilation of Property

Damage Claims, Processes and Standards, Factors considered in Valuing Personal Property claims arising from Fire Losses.; Schall/Farley V. Windermere Court Apartments., ETAL, Court of Common Pleas of

Philadelphia County, Feb 2011, No 1248

# CIVIC AFFILIATIONS

1981-2017 Board Member, Congregation Ner-Zedek Ezrath Israel;

1982 President, Regal Square Club #1196

# Curriculum Vitae

1977-1985	Board Member, Regal Square Club #1196
1983	Vice President, Congregation Ner-Zedek Ezrath- Israel
1984-1988	President, Congregation Ner-Zedek Ezrath-Israel
1989-PRESENT	Member (Ret) United States Coast Guard Auxiliary Flotilla 5NR 2-10 (Served as Public Education Officer and Member Training Officer)
1991	Member Philadelphia Yacht Club Served as Fleet Captain and Vice Commodore
1996-1999	Chairman of Board of Directors of Joseph J. Peters Institute
2005-2012	Member Board of Directors of the Congregations of Shaare Shamayim Synagogue
2008-PRESENT	Licensed U.S. Merchant Marine Officer (US Coast Guard) 50 GT & Operator of Uninspected Passenger Vessels (Near Coastal)
	Serve on the Boards of other Civic and Religious Organizations. Chairman of the committee on synagogue security, United Synagogue of America, Delaware Valley Region. Speaker at National Convention and Symposium on Membership. Guest Speaker at various local groups on many insurance related topics.
2014- Present	Member of the Board of Directors of the Wordsworth Academy
2015-2016	Secretary Wordsworth Academy
2016-2018	Vice Chair Wordsworth Academy
2016-2018	Chair Community Umbrella Agency (Phila) CUA5, 10
2019- Present	Member of Board of Directors Montessori Children's House
	Δ.

#### Curriculum Vitae

#### AWARDS AND HONORS

Recipient, Chapel of the Four Chaplains, Philadelphia, Pa, Legion of Honor Membership, 1986.

Selected, Honored as a member of the National Directory of "Who's Who in Executives and Professionals" for 1994-1995.

Selected, Honored as a member of Strathmore's Who's Who 1998-2000

Honored as the National Association of Public Insurance Adjusters "Person of the Year 2006"

Honored by Cambridge Who's Who 2010-2011 Registry of Executives Professionals and Entrepreneurs

## **EDUCATIONAL BACKGROUND**

Temple University Philadelphia, Pa

University of the State of New York A.A. 1978

Continuing Education Program to fulfill requirements of S.P.P.A. designation (Senior Professional Public Adjuster) of the National Association of Public Insurance Adjuster (NAPIA) and Licenses where required.

#### EDWARD S. SNYDER REAL ESTATE INC.

REAL ESTATE APPRAISERS
SUITE 1004
300 E. LANCASTER AVENUE
WYNNEWOOD, PA 19096

TELEPHONE: (610) 896-1844 FAX: (610) 896-7461 EMAIL: ESSNYDER1004@MSN.COM

Professional Membership

SRA Member, American Institute of Real Estate Appraisers.

ASA Senior Member, American Society of Appraisers

CPM Member, Institute of Real Estate Management

Pennsylvania & New Jersey licensed real estate appraiser, General license

Realtor with a real estate Broker's License

Experience

Edward S. Snyder Real Estate Inc. (owner) 1968 to present

Food Fair Stores, Food Fair Property

1959 - 1967

In real estate department

Teaching and Related Activities

Instructor-Penn State, Bucks County Community College, Manor

College

Courses taught -- Real Estate Appraising, Principals of Real Estate, Tax aspects of real estate, real estate management.

Education

Temple University-Bachelor Science degree in Real Estate 1957
Graduate credits in economics 1960

Continuing education with Appraisal Institute and others

Court Testimony
Ovalified as an expert witness before various courts and

Qualified as an expert witness before various courts and boards Clients:

A number of banks and law firms.

Current Certification

Appraisal Institute- Voluntary Education -Exp. date 12/2023 American Society of Appraisers- Exp. date 8/2019

#### HE SOLATON DA HAMMAN COMPANIA PROPERTY Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs PO BOX 2649 Harrisburg PA 17105-2649

19 0743895

License Type **Certified General Appraiser** 

EDWARD 8 SNYDER 300 E LANCASTER AVENUE SUITE 1004 WYNNEWCOD, PA 19086

Licensa Status Active

Initial License Date 08/07/1991

Expiration Date 08/39/2021

License Number GA0002421

Signatur

Acting Commissioner of Professional and Occupational Affairs

State Of New Jersey **New Jersey Office of the Attorney General Division of Consumer Affairs** 

> THIS IS TO CERTIFY THAT THE Reel Estate Appraisers Board

HAS CERTIFIED

EDWARD S. SNYDER 300 E LANCASTER AVE STE 1004 SUITE 1004 WYNNEWOOD PA 19096-2124

FOR PRACTICE IN NEW JERSEY AS A(N): Cortilled General Apprehen

11/08/2019 TO 12/31/2021

a of Licensea/Registrant/Certificate Holds

42RG00084800

# PENNSYLVANIA STATE BOARD OF CERTIFIED REAL ESTATE APPRAISERS REQUIRED CHECKLIST FOR LICENSED APPRAISAL TRAINEE (49 Pa. Code § 36,54)

THE BOARD REQUIRES THIS CHECKLIST BE USED WHEN A LICENSED APPRAISAL TRAINEE IS UTILIZED IN THE PERFORMANCE OF AN APPRAISAL. THIS CHECKLIST MUST BE SIGNED BY THE LICENSED APPRAISER TRAINEE AND THE SUPERVISING CERTIFIED REAL ESTATE APPRAISER AND MUST BE MADE PART OF THE APPRAISAL REPORT THAT IS SUBMITTED TO THE CLIENT AND RETAINED IN THE APPRAISAL WORKFILE.

THE INTENT OF THIS CHECKLIST IS TO ENSURE COMPLIANCE WITH APPLICABLE USPAP REQUIREMENTS FOR ACKNOWLGEMENT AND DISCLOSURE OF SIGNIFICANT REAL PROPERTY APPRAISAL ASSISTANCE.

TRAINEE IS	CANNOT GRANT EXPERIENCE HOURS FOR APPRAISAL ASSIGNMENTS IN WHICH THE LICENSED APPRAISAL NOT PROPERLY ACKNOWLEDGED IN THE REPORT.
SUBJECT PE	OPERTY ADDRESS: 197 Chestaut St, Phila, PA
The licensed appraisal assi	appraisal trainee to the certified real estate appraiser has contributed significant real property appraisal assistance in this nament. Specifically, the licensed appraisal trainee:
Yel No N	A Assisted in the preparation of the workfile with all forms and general information for the appraisal.
	Assisted in determining the scope of work of the appraisal.
¥	Assisted in gathering and entering data as follows: tax assessment information and map, flood hazard information and map, zoning information and map, location map and similar information.
¥	Inspected the subject property.  If yes, accompanied by supervisor? (yes/po)  Type of inspection (check one): interior exterior
	Assisted in analyzing the highest and best use of the subject property.
¥	Assisted in gathering information for comparable land sales data, verified and analyzed the comparable land sales data.
_ ∠ _	Assisted in gathering data for the cost approach, including estimates of cost new and accrued depreciation.
	Assisted in data and analysis for the income approach, including estimates of market rent, vacancy/expense analysis, and development of GRM or capitalization rate.
4 -,-	Assisted in gathering and verifying comparable sales data, and analysis of the comparable sales.
/_	Assisted in the exterior inspection of the sales, rentals, land and/or other comparables,
	Assisted in sketch drawing.
4	Assisted in entering subject and comparable data on the form and in the comment areas.
4 -, -	Assisted in reconciliation and final opinion of value for the subject property.
	Assisted in the final review of this report.
	Other
SIGNATURE	OF THE APPRAISAL TRAINEE:
PRINT/TYPE	30
	ng certified real estate appraiser certifies that the named individual did assist with the items checked above, and also certifie viewed all work done by the traince. The supervising appraiser further certifies that the person signing this report as traince.

understands the concepts and processes associated with the appraisal process.

SIGNATURE OF SUPERVISING CERTIFIED REAL ESTATE APPRAISER: