



NACHTLAW

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March 18, 2016

Sent Via Email to

KLarcom@a2gov.org

Kenneth J. Winters

C/O Kristen Larcom

Building Board of Appeals

Guy C. Larcom Jr. City Hall Building

301 E. Huron St.

Ann Arbor, MI

Re: 111 S. Main St.

Dear Mr. Winters:

I am writing regarding the status of 111 S. Main St. which is on the agenda for the BBA hearing today. At the last BBA meeting on February 10, I appeared with my client to discuss the plans for the building. The BBA also required my client to perform a structural assessment and put forth plans for remediation of the building within 30 days.

Shortly after that meeting, my client entered into the enclosed Real Estate Purchase Agreement to sell 111 S. Main on February 22, 2016 to "111 S. Main LLC." As of now, the sale is on track to close without issue in a matter of weeks, and full legal responsibility for the building will pass to the purchaser. The new purchaser is an entity controlled by members of the Bennett family of Bennett Optometry. In the enclosed MLive article, Dr. Steven Bennett even stated to the press that they "relish" the opportunity to take on full legal responsibility for the building and that they were "excited about fixing [111 S. Main] up." The purchasers have been provided with full and unimpeded access to perform all necessary repairs on the building, and purchaser's counsel has informed us they are taking all necessary steps to begin remediation of the building.

We have also been informed by the purchaser's counsel that the purchasers have been in contact with the City regarding their remediation plans and have developed a positive relationship with the relevant City officials. We have been unable to confirm this, however, because despite repeated attempts, we have been unable to contact officials with the City Planning and Development Office.

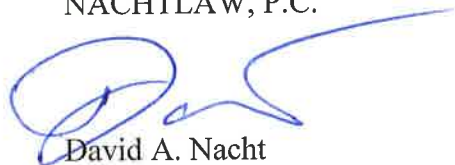
Consequently, in an abundance of caution, my client has commissioned the enclosed structural assessment completed by Lopez Engineering. As the report indicates, the structure is not compromised to the point of necessitating demolition. The only area of concern is the center of the building where a roof leak has "compromised the integrity of the floor sheathing as well as floor framing on the fourth floor" and rotted through some of the floor joists. However, "the building can be made structurally sound once more," provided the rotted members in the roof and floor are

replaced. As the Lopez Engineering report indicates, the building is not a threat in any way to the health or safety of the community.

Nonetheless, in the unlikely event that closing does not occur as planned and control of the building reverts back to my client, he will immediately begin the process of remediating the building in accordance with the City's order and the opinion of Lopez Engineering. This will involve repairing the roof and replacing all of the compromised structural components in a manner consistent with Lopez Engineering's report regarding structural integrity. If further details are needed on this contingency plan, my client will be happy to provide them.

Thank you very much for your attention to this matter. Please do not hesitate to contact me at dnacht@nachtlaw.com or (734) 663-7550 if you have any questions or concerns.

Sincerely,
NACHTLAW, P.C.



David A. Nacht

Cc Kristen Larcom
Joseph Michaels
Natalie Walter
David Nacht

Enclosure

Ann Arbor

Mold-infested, blighted downtown Ann Arbor building to be redeveloped



By **Tom Perkins** | **Special to The Ann Arbor News**

on February 26, 2016 at 5:29 AM, updated February 26, 2016 at 12:22 PM

since at least the mid-1970s, the 10,000-square-foot building at 111 S. Main St. has sat vacant.

On October, city officials **discovered it's now filled with mold**, is structurally deteriorating, has a leaky roof, and was growing a 10-foot tree out of the roof.

But after decades of neglect, the 116-year-old structure could be put back into use relatively soon. Dr. Steven Bennett, who owns the neighboring Bennett Optometry, is purchasing it with Ann Arbor investor Jon Carlson and several other partners.

Bennett said it's still too early to say exactly what the redeveloped property will look like, but he's excited for the opportunity to make improvements to the building and downtown.

"I've been in Ann Arbor my whole life and I couldn't stand to have a building on Main Street that's like that, especially with a tree growing in the roof," Bennett said. "It's still pretty early, but the point is we're happy we're able to get it cleaned up."

The city has been **pushing** for the building to be brought up to code since the October inspection revealed the issues. At a Feb. 10 Building Board of Appeals **hearing**, a lawyer for the former owner, Louis Feigelson, told the Board a purchase agreement was signed and a deal should be moving forward.

Bennett declined to disclose the sale price, and it isn't immediately clear if the deal is closed, but city records show the property has an assessed value of \$858,000. The taxes, which cost approximately \$28,000 in 2015, are current.

Bennett and a PNC Bank share an entrance with 111 S. Main St., which includes an enclosed stairwell and an elevator. Bennett's staff and customers need to use the stairwell to get to the business's second floor, which holds a children's vision center.

The smell from the mold first prompted the clinic to call the city, said Bennett, whose father opened the business around 60 years ago. He stressed that multiple parties, including the city, health department and an independent environmental company, inspected the building and didn't find any sort of health hazard.

Still, the smell of mold is a problem, as is a decaying building, and Bennett said Feigelson has refused to address the issue or do anything at all over the decades.

"I don't know what the idea was or what he wanted to do with it. I never really talked to him, he wouldn't talk to us, and it's really a strange, bizarre thing," Bennett said.

Craig Strong, the city's chief building inspector, told The Ann Arbor News the sale doesn't change the city's course in enforcing its codes.

I will ask them to appear at the next regularly scheduled BBA meeting and propose an action plan for compliance. I will ask the board to agree on timelines and keep this project on the agenda until we can take the building off of our dangerous buildings list," Strong said.

Bennett said he is enthusiastic about taking on legal responsibility.

"I relish it. When you want your house cleaned, you clean it yourself, so we're excited about fixing it up, making it nice, revitalizing that area of Main Street. We welcome the responsibility," said Bennett.

Feigelson pulled a demolition permit to clear drywall to inspect the structural damage late last year. At the February BBA meeting, Feigelson's attorney noted his client has performed "significant work" and removed decaying building material. He added that the "leak is almost gone" and the tree is "almost totally removed."

Tom Perkins is a freelance reporter for The Ann Arbor News.

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REAL ESTATE PURCHASE AGREEMENT

22 Feb 2016

THIS AGREEMENT is made as of February 1, 2016, by 111 South Main LLC ("Purchaser"), whose address is 221 N. Main St., Ste. 200, Ann Arbor, MI 48104, and Louis M. Feigelson ("Seller"), whose address is P.O. Box 7262, Ann Arbor, Michigan 48107.

RECITALS

A. Seller owns real property (the "Property") located at 111 S. Main Street, Ann Arbor, Michigan 48104, which it wishes to sell. A description of the Property is attached as Exhibit 1.

B. Purchaser wishes to purchase the Property.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Purchase and Sale of the Property. Purchaser hereby agrees to purchase, and Seller agrees to sell, the Property on the terms and conditions set forth herein.

2. Purchase Price. The total purchase price for the Property shall be One Million Five Hundred Thirty Thousand Dollars (\$1,530,000.00), which shall be paid by certified or cashier's check or wire transfer at the closing, subject to adjustments as provided herein. In addition, Purchaser shall pay an additional \$6,357.49 to Seller as a non-refundable earnest money deposit as reimbursement of the December 2015 City of Ann Arbor tax bill.

3. Earnest Money. An earnest money deposit of Twenty Thousand Dollars (\$20,000) shall be paid by Purchaser within seven (7) days of mutual execution of this Agreement to be held by the Title Insurance Company providing title insurance pursuant to Paragraph 5 until closing to be applied against the purchase price for the Property.

4. Conveyance. Seller shall convey the Property to Purchaser by Warranty Deed conveying marketable title, subject to existing zoning ordinances, building and use restrictions, and easements of record, if any.

5. Evidence of Title. As evidence of title, Seller, at its expense, agrees to furnish Purchaser, as soon as possible, a commitment for title insurance from Liberty Title Insurance Company (i) in an amount not less than the purchase price, (ii) bearing a date later than the date of Seller's acceptance hereof, and (iii) guaranteeing the title in the condition required for performance of this Agreement. The legal description embodied within said Title Commitment shall conform in all respects to the Survey which Purchaser shall obtain as provided in Paragraph 9 of this Agreement. Upon closing, the Seller shall order and supply a final policy of title insurance to Purchaser. The commitment shall be in a form acceptable to Purchaser's counsel and shall include a tax history, financing statement search and tax lien search. The commitment shall provide that the title insurance company shall issue a standard A.L.T.A. owner's policy of title insurance in the full amount of the purchase price insuring to Purchaser the title to the

Property to be subject only to encumbrances of record which do not interfere with the reasonable marketability of title to the Property and having all standard or printed exceptions deleted; provided, however, that in the event such commitment for title insurance discloses that the title to the Property is subject to matters other than permitted encumbrances as described above, Seller shall have the right, but not the obligation, to cause such matters to be removed and to obtain a revised commitment for title insurance in order to evidence such removal.

6. **Title Objections.** Any objection by Purchaser to Seller's title shall be (a) based upon a written opinion of Purchaser's attorney to the effect that the title is not in the condition required for performance hereunder, and (b) made in writing identifying the defects forming the basis of the objection, which writing shall be delivered to Seller within five (5) days following Purchaser's receipt of the title commitment; thereupon, with all dispatch and within thirty (30) days from the date of mailing to Seller of the notice of said defects, Seller shall render such title marketable and shall secure a revised commitment for a policy of title insurance as in paragraph 5 and shall deliver such commitment to Purchaser for examination; the date of closing as specified in paragraph 9 below shall be extended to a mutually agreeable date, but not later than ten (10) days following delivery of such revised commitment. Should Seller be unable to render title marketable or be unable to secure a commitment guaranteeing title within the period above limited or any extensions thereof agreed upon in writing, Purchaser shall have the option either to close the sale and accept such title as Seller may be able to convey or to terminate this Agreement in writing and to receive from Seller and Seller's agent or agents forthwith the earnest money deposit.

7. **Access.** Purchaser shall have complete and full access for the inspection of the Property by its architects, contractors, and engineers to prepare for remodeling of the building.

8. **Environmental Report.** [Intentionally Deleted.]

9. **Survey.** Within fourteen (14) days from the date this Agreement is fully executed by both parties, Purchaser shall order an ALTA form metes and bounds survey ("Survey") of the Property certified to Purchaser and Title Company and to a date not earlier than the date hereof, prepared by a Michigan registered civil engineer or a licensed surveyor, reasonably acceptable to Purchaser and otherwise in form sufficient to permit the issuance of a title insurance policy without the standard exceptions regarding matters of survey. Such survey shall show the location of all buildings, improvements, and encroachments, if any, water and sewer lines, and easements (including roadway, utility, water and sewer easements, wetlands and flood plains) situated thereon. If any update to title commitment reveals new matter, Purchaser shall have the same time periods to respond as provided above.

10. **Closing.** Unless otherwise agreed and subject to the contingencies in paragraph 11 below, the closing shall be held at the office of Liberty Title at a date (the "Closing Date") and time agreed upon by the parties which shall be within ten (10) days after the last to occur of Purchaser's receipt of (i) the commitment for title insurance required by paragraph 5 above; (ii) the Survey required by paragraph 9 above, unless the Closing Date is extended in accordance with paragraph 6. Possession shall be delivered to the Purchaser at the closing.

11. Conditions to Closing. Purchaser's obligation to purchase the Property is expressly contingent on the following, which must be satisfactory to Purchaser or waived by Purchaser in its sole discretion:

a. Title. Purchaser shall have received a satisfactory title commitment in accordance with paragraphs 5 and 6 above, and no encumbrances shall have been placed on the title to the property from the date of this agreement to the date of the closing.

b. Survey. Purchaser shall be satisfied that the survey discloses no encroachments or easements that would interfere with reasonable uses of the property.

c. Financing. Purchaser shall have received a commitment for a conventional first mortgage and conditions determined by Purchaser, in its discretion, to be reasonable. Purchaser shall apply for financing within ten (10) days of mutual execution of this Agreement. If Purchaser terminates this Agreement pursuant to this financing contingency, Purchaser shall be deemed to have forfeited, and Seller shall not be obligated to reimburse Purchaser for Purchaser's payment of the December 2015 City of Ann Arbor tax bill. If Purchaser elects to waive this contingency and proceed to closing, Purchaser shall be credited with the amount of the tax payment provided for in Paragraph 2 above against the purchase price.

d. Leases. All leases for space on the Property, if any, shall have been terminated or renegotiated with terms and conditions acceptable to Purchaser in its reasonable judgment. Seller shall have thirty (30) days to vacate the basement after closing, provided that Seller shall not, in its occupancy, interfere with or impede Purchaser's rehabilitation or restoration efforts within the Property.

e. Proceedings. Excepting the City of Ann Arbor's 9/3/15 Dangerous Building Notice and Order and any proceedings related to such notice, no other action or proceeding to restrain, prohibit, or declare illegal any of the transactions contemplated by this agreement shall be pending or threatened. No order restraining or prohibiting the transactions contemplated by this agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the Property or the transactions contemplated by this agreement.

f. Closing Documents. All closing documents are reasonably acceptable, in form and substance, to Purchaser's counsel.

g. Representations and Warranties. The Sellers representations and warranties contained in paragraph 15 below remain true and correct as of the Closing Date.

The conditions identified in subparagraphs b through e above shall be deemed to be waived by the Purchaser if it does not notify Seller within forty-five (45) days of the date hereof unless mutually agreed to be extended.

12. **Special Assessments.** All special assessments which have been assessed and are a lien on the land at the date of closing, together with any assessed but unpaid condominium assessments shall be paid by Seller on or before the date of closing. The cost of duly authorized improvements that are subject to future special assessments against the Property assessed after the date of closing shall be paid by Purchaser.

13. **Brokerage Commissions.** Seller acknowledges that there are no brokers involved. Seller shall be solely responsible for any brokerage commissions.

14. **Taxes; Utilities.** Property taxes will be prorated from January 1, 2016. Utilities will be prorated on the basis of a 360-day-year as of the date of the closing.

15. **Seller's Warranties.** Seller represents and warrants to Purchaser that to the best of Seller's knowledge the following are true, complete and correct as of the date of this Agreement and as of the Closing Date and Possession Date.

a. **Title.** Seller is the sole owner of, and has good and marketable fee simple title to, the Property free and clear of all liens, encumbrances, claims, demands, easements, covenants, conditions, restrictions and encroachments of any kind or nature except as may be disclosed on the title insurance commitment to be furnished as provided in paragraph 5 above. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of the Property or any part thereof, except for this Agreement.

b. **Authority.** Seller has the full power and authority and has taken all action necessary to enter into and fully perform and comply with the terms and conditions of this Agreement and the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule or regulation by which Seller is bound.

c. **Litigation.** Excepting Bennett Holding Company, LLC v. Feigelson, et al., Case No. 15-494-CZ and as otherwise referenced in paragraph 11(e), there is no action, proceeding or investigation pending or threatened against Seller affecting the Property, or any part thereof, or any of the transactions contemplated by this agreement, before any court or governmental department, commission, board, agency or instrumentality, and Seller does not know of any basis for any such action. Upon Seller's conveyance of the Property pursuant to the terms hereof, Purchaser and Seller shall mutually dismiss, with prejudice and without costs to either party, the aforementioned case.

d. **Compliance With Ordinances.** Excepting the City of Ann Arbor's 9/3/15 Dangerous Building Notice and Order and any proceedings or inspections related

to such notice, Seller has not received from any other governmental authority notice of any violation of any zoning, building, fire or health code or any other statute, ordinance, rule or regulation applicable to the Property or any parts thereof, and it does not know of any basis therefore.

- e. Pending Governmental Action. [Intentionally Deleted.]
- f. Flood Risk. [Intentionally Deleted.]
- g. Taxes. There are no unpaid taxes, fees or assessments of any kind or nature whatsoever with respect to the Property that are presently due and payable.
- h. Condition. [Intentionally Deleted.]
- i. Environmental. [Intentionally Deleted.]
- j. Construction. Other than those set forth on the attached Exhibit 2, no improvements, repairs, or other construction has occurred on the Property within one hundred twenty days preceding the date of this agreement. If any maintenance or repairs have been undertaken, or are undertaken on the Property between the effective date of this agreement and the date of the closing, the Seller shall provide full unconditional waivers of lien from each contractor, sub-contractor and laborer for all construction work.

16. Purchaser's Warranties. Purchaser represents and warrants to Seller that the Purchaser has the full power and authority to enter into and fully perform and comply with the terms and conditions of this Agreement and the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement nor its performance by Purchaser will conflict with or result in the breach of any contract, agreement, law, rule or regulation by which Purchaser is bound.

17. Survival of Warranties. The warranties of the parties shall survive the closing. The act of closing shall not bar either party from bringing an action based on a warranty of the other party for one year after the closing, after which the warranty shall have no further effect.

18. Defaults. In the event of any default hereunder, the party declaring such default shall notify the other party in writing, and the party receiving such notice shall have ten (10) days within which to cure such default. If any default by Seller is not cured, Purchaser may, at his option, either (i) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money Deposit, or (ii) cure the default at Purchaser's expense and deduct the cost of so doing from the cash portion of the purchase price at Closing, or (iii) specifically enforce Seller's obligations hereunder. If any default by Purchaser is not cured, Seller may, as its sole remedy, terminate this Agreement by written notice to Purchaser, in which event the Earnest Money Deposit, together with such interest as shall have accrued thereon, shall be forfeited to and retained by Seller as liquidated damages and not as a penalty. The rights and remedies set forth in this paragraph shall be deemed exclusive, and except as provided herein, in no event shall

either party be entitled to damages or other recourse against the other party or its property by virtue of any default hereunder by such other party; provided, however, that Seller shall remain liable to Purchaser for any loss or damage arising out of an intentional breach of Seller's warranties as set forth in paragraph 15 if the breach was not known to Purchaser at the time of closing and could not have been discovered by Purchaser after due diligence and appropriate inquiry.

19. Indemnification.

a. The Seller agrees to indemnify the Purchaser for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Property because of the seller's actions or failure to act before the closing.

b. The Purchaser agrees to indemnify the Seller for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Property because of the purchaser's actions or failure to act after the closing.

20. Foreign Seller of U.S. Real Estate. [Intentionally Deleted.]

21. Lien Affidavit. On or before the date of Closing, Seller shall deliver to Purchaser an affidavit and indemnity, in form acceptable to the title company issuing the title commitment hereunder, certifying inter alia that the Property is free from claims for mechanic, construction, materialmen and laborer's liens.

22. Risk of Loss. In the event of destruction of the Property, or any material part thereof, prior to the date of Closing, Purchaser shall have the right to elect to terminate this Agreement, whereupon the full Deposit shall be returned to Purchaser. Such election shall be made by Purchaser by written notice to Seller, by United States Certified mail, return receipt requested, delivered within fifteen (15) days of notice of destruction.

23. Assignment. [Intentionally Deleted.]

24. IRS Requirements. At closing, Purchaser and Seller shall each designate and appoint the Title Company as the party to this transaction to make all necessary filings for the transaction evidenced by this Agreement and the closing thereof with the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code, and the regulations issued pursuant thereto, as and if amended.

25. Miscellaneous.

a. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

b. **Notices.** All notices and other communications pursuant to or regarding this Agreement shall be in writing and may be sent by certified mail, courier or facsimile transmission. Notices sent by certified mail are effective five (5) working days after they are mailed. Notices sent by facsimile are effective the first working day after they are transmitted. Notices sent by courier are effective on the day they are delivered. Unless written notice to the contrary is received, all notices shall be sent to the following addresses:

If to Seller: Louis M. Feigelson
P.O. Box 7262
Ann Arbor, Michigan 48107

With a copy to: Joseph X. Michaels, Esq.
Nacht, Roumel & Salvatore
111 N. Main Street
Ann Arbor, Michigan 48104

If to Purchaser:
111 South Main, LLC
221 N. Main St., Ste 200
Ann Arbor, MI 48104

With a copy to: Matthew Krichbaum, Esq.
Soble, Rowe & Krichbaum
221 N. Main Street
Ann Arbor, Michigan 48104

c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

d. **Integration and Severability.** This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby.

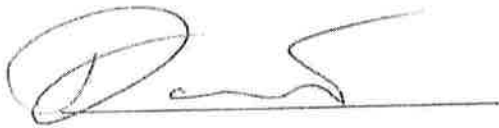
e. **Modifications.** This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

f. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on ~~the date set forth~~
above: 2/22/2016

WITNESSES:



SELLER:

LOUIS M. FEIGELSON

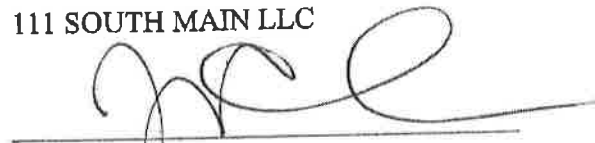


Louis M. Feigelson

Date: 2/10/2016

PURCHASER:

111 SOUTH MAIN LLC



By:

Date: 2/22/2016

EXHIBIT 1

[ATTACH LEGAL DESCRIPTION OF PROPERTY]

the following described premises situated in the City of Ann Arbor, County of Washtenaw, State of Michigan, to-wit:

Beginning at the Northwest corner of Lot Five in Block One South of Huron Street in Range Four East, according to the Plan of the Village (Now City) of Ann Arbor, Washtenaw County, Michigan, as recorded in Transcript, pages 152 and 153, Washtenaw County Records; thence South on the East line of Main Street twenty-one and one-half feet; thence East parallel to the North line of said Lot to the West line of the alley; thence North on the West line of said alley 21 ½ feet to the North line of said Lot 5 aforesaid; thence West on said line to the place of beginning; also the right to the use of the alley along the east end of Lots 5 and 6 in said Block 1, South of Huron Street in Range 4 East.

Parcel ID: 09-09-29-132-014

EXHIBIT 2

[LIST OF CONTRACTORS PERFORMING WORK ON PROPERTY, IF ANY.]

DEINCO PROPERTIES, LLC

KNIGHT TRANSFER SERVICES (DUMPSTERS)

RENTA-SOHN (TOILET)

OK STUDIO (ARCHITECT)

PAVEL POP (ELECTRIC)

A.A. TECH., INC (ELEVATOR)

7508 M E Cad Blvd.
Suite C
Clarkston, MI 48348
Phone (248) 634-0444
Fax (248) 634-6646
mike@lopezengineers.com

March 9, 2016

Job No. 16-0071

Nacht Law
Attn: Joseph Michaels
101 North Main Street
Suite 555
Ann Arbor, MI 48104

Re: 111 South Main Street
Building Inspection

An inspection was performed at the above referenced location on February 24, 2016. The nature of the inspection was to review the conditions of the existing 4 story structure and determine if the building should be condemned or if the structure can be repaired and utilized.

The structure was visually inspected on all floors including the basement. The west portion of the basement and the west portions of all floors are finished and currently being used. The remaining eastern portions of the structure are currently stripped or all finishes and consist of bare wood framing that is exposed.

The construction of the building consists of all wood framing that clear spans across the structure approximately 18'-0". The building has party walls on each side of the structure that act as bearing walls for all floors and the roof. The wood floor joists are 2x12 joists typically spaced at 16" on center.

The inspection of the building revealed that there has been damage from a roof leak in the center third of the structure that has compromised the integrity of the floor sheathing as well as the floor framing on the fourth floor. Some of the floor joists have rotted completely through. The building has been sectioned off to prevent from falling through the opening that is now present in the floor.

Lopez Engineering's opinion regarding the current condition of the structure is that the building is not required to be condemned. The building can be repaired by replacing the rotted members in both the roof and floor framing and replacing the floor sheathing that has been compromised by the presence of excessive moisture in the structure from the roof leak.

The condition of the building on the west third of the structure is in very good condition. The condition of the structure in the east third of the structure is in good condition. The only area of concern is with the center third of the structure. The noted repairs are typical for a structure that has experienced this form of damage from recent lack of roof maintenance over the life span of the structure. However, the damage is not so extensive to require the demolition of the entire structure.

The inspection of the building was only a visual inspection. There were no measurements performed for moisture content of the existing wood members or testing of the wood members to determine the extent of rot. The repairs for the structure would require all rotted members including, roof joists, floor joists, roof sheathing and floor sheathing to be replaced.

The building can be made to be structurally sound once more, provided the outlined repairs are completed.

Please feel free to contact our office with any further questions or concerns.

Respectfully,



Michael C. Wise P.E.

