

Clark, William/Ane Marie

U.S. Forensic sent out an unlicensed engineer to perform the damage assessment on the Clarks home. The report written by the unlicensed engineer was “peer reviewed” and sealed by engineer Jason Grover, who never visited the property. Even though the City of Wildwood determined that the Clark’s home was substantially damage after Sandy’s flooding, the Clarks’ claim for structural damage was denied. The Clarks appealed their denial to FEMA. The Clarks detailed to FEMA that the author of the engineer report never stepped foot on their property, and that the inspecting individual was not licensed. The Clark’s appeal points out several disparities in the U.S. Forensic report, which they supported with contradicting photographs and information from contractors. Despite the overwhelming evidence that U.S. Forensic’s conclusions were incorrect, FEMA denied the Clarks’ appeal.

William and Anne Marie [REDACTED]
[REDACTED]
Philadelphia, PA 19154

(609) [REDACTED]

July 30, 2013

SENT VIA EXPRESS MAIL

Federal Emergency Management Agency
Mitigation Directorate
Federal Insurance Administrator
1800 South Bell Street
Arlington, VA 20598-3010

Dear Administrator:

Enclosed is a report that was issued to our insurance company Fidelity National Property and Casualty, by U.S. Forensic, LLC, in reference to a denial for foundation damage to our home at [REDACTED] Avenue, West Wildwood, NJ 08260. This report was issued after our request for an engineer to come and inspect the foundation damage done to our home by Hurricane Sandy on October 29, 2012. Please note the engineer came on April 26, 2013 which was a six months from the date of the hurricane, and the report is dated June 6, 2013. After careful review, we decided to contact FEMA as directed by Fidelity if we disagree with their denial of the claim.

On July 12, 2013 a call was made to Ms. Denise Erlenbusch at Fidelity to ask a few questions. The engineer who performed the inspection of the house was Gilberto A. Avila. In the report it mentions another person, Jason Grover, as participating that day with the inspection. I told Ms. Erlenbusch that there was only Gilberto A. Avila at our house and no one named Jason Grover was with him. We asked for a copy of Mr. Avila's credentials and who Mr. Grover was and she explained that an "engineer of record" has to sign off on the report and that was Jason Grover. It is bewildering that without ever stepping foot onto the property Mr. Grover was able to sign the report and deny our claim with someone else's (Mr. Avila's) findings. We then asked to see both Mr. Avila's and Mr. Grover's credentials which have been sent to us and are included.

Another question was the fact that there was no certification seal/imprint showing this was done by a qualified engineer. A copy of that was sent to us and back dated to June 6, 2013. Also in the original report there was mention of additional pictures that were available upon request. (See page 6 of Report). No other pictures have been provided to us as requested.

Another question to Ms. Erlenbusch was to find out if there is a report of the findings of the soil test that was performed and also the results of testing or measuring, claiming the large cracks on the foundation were there/weathered and occurred before the Hurricane. That request has not been addressed with what we received in the July 15, 2013 Fed Ex package.

Page 1 - Results and Conclusions

We question the reasoning that foundation damage was caused by differential movement of the supporting soil. When the hurricane waters came and went through West Wildwood of course there were forces that caused the soil during that time period to change. How could that much water not cause a change? We had expected a report showing the method used to test and determine the cracks were preexisting and were not caused by the Hurricane. There was nothing given to us by way of a scientific data proving the large cracks were preexisting.

Page 2 - A minor complaint but . . . the name Anne Marie [REDACTED] listed as Ms. Mary [REDACTED] Also present during the inspection was Mr. Henry Burdsall a Masonry Contractor who had done previous work for us. There is no mention of Mr. Burdsall being present and speaking with Mr. Avila.

There are other disparities in U.S. Forensic's report to Fidelity Flood that we would like to bring to your attention.

Page 3 – "Gutters in place and downspouts discharged water close to the foundation." Our downspout was broken off and washed away in the floodwaters and part of the remaining gutter can be seen on picture #4 where the downspout ripped away from the gutter. The downspout should never have been an issue in being too close to our foundation. The downspout had an attached piece that emptied away from the foundation.

"There are no scoured soils along the perimeter of the building." Enclosed is a picture that was taken after the flood showing where the floodwaters had left sea grass around the property and on the foundation walls. We have tried to get a copy of a picture from a neighbor behind our property to show that the height of the water was as high as the cyclone fences separating our properties.

"Cracks in foundation were weathered and some were previously repaired." There is no denial that there was patch work done on spots of the foundation throughout the years but the statement by U.S. Forensics isn't backed up by any data showing that the cracks we are questioning are "weathered." We never gave a statement that ALL the cracks in the foundation were caused by Hurricane Sandy but rather the large ones in the corners of the foundation were caused by the Hurricane. That point was specifically told to Mr. Avila.

"There is no evidence of movement or shifting." Why are the bedroom doors difficult to close now and yet they closed easily before the Hurricane?

"In the crawlspace the measurement was 29.5 inches of water above the ground surface." The reports from neighbors said the water was as high as 48 inches around our properties on [REDACTED] Avenue. How could this not have done damage to our foundation?

Page 4 – U.S. Forensic's claim "there were no watermarks in our living room area." Why would we have cut 4 feet of drywall out if there were no signs of water damage? We paid to have the house sheetrocked less than 6 years ago and there would have been no reason to cut those areas out except for water damage.

Under Foundation Soil Information

If the soil is rated as "Very Limited" why would the house still be standing after 50 odd years? Again, no reports to back up the soil statements, only a general description of "West Wildwood Soil." A report was requested but not supplied to us.

Page 5 - Analysis and Discussion

"No evidence of scour soils around building." (See pictures of markings on outside concrete walls and crawlspace doors-East side that corresponds with their pictures #17 & #19).

It was pointed out in the report that the cracks were more prevalent in the corners of the building. Mr. Burdsall tried to explain to Mr. Avila that the large cracks that appeared were not there before the Hurricane. Not only are they prevalent **they are new cracks that have appeared from the forces of water on the foundation.** The cracks are almost in the same areas on each side of the foundation and near the crawlspace windows. These cracks were not there before the hurricane. Again, U.S. Forensic claims the cracks are weathered without any kind of data in writing except for the word of the person who did the inspection, Mr. Avila. We feel that if someone who was local and knew better about the soils and flood patterns of Cape May County there may have been a different outcome for us.

"Cracks in the walkway around the whole perimeter of the property" are not true. The crack that appears in their picture #8 is the only crack in the walkway.

Their claim that the movement of the building and foundation were long term and on-going problems yet they also claim there was NO Movement. A bit of a contradiction.

It is noted on page 5 that additional pictures are available upon request. Those pictures were requested but not sent in the Fed Ex package. The original pictures were sent a second time.

Page 8 - #1 Inspection done by Gilberto A. Avila but it mentions Jason Grover as being part of the inspection. This is not true.

#3 No separate report was issued to us with regards to the soil composition they cited in their finding from NRCS Soil Conservation.

Page 25 - 26 Resumes show these are engineers hired from outside of the New Jersey Area.

PICTURES TAKEN BY Mr. Avila

#6 This crack is under front deck and we don't recall ever seeing it before the hurricane.

#7 NEW CRACK

#8 CRACK IN SIDEWALK – This is the only area with a crack in the sidewalk. They claim cracks all around the foundation.

#9 NEW CRACK

#13 NEW CRACK

#16 NEW CRACK

#17 NEW CRACK

#19 **NEW CRACK AND VERY CONCERNED ABOUT THIS ONE.**

#24 NEW CRACK IN CRAWL SPACE WINDOW

As noted in the report there were a few minor repairs made to sections of the foundation. As for the chimney it is a non-working chimney that was going to be taken down eventually. Report noted that watermarks on foundation walls under crawlspace that floodwaters were forceful enough to enter back of house. If there are no watermarks that have reached the beams in the crawlspace how did the water get into the house?

If there has been soil erosion over the years as they claim wouldn't there be lines on the foundation wall in the crawlspace showing that the soil has continuously gotten lower?

If the force of the floodwaters that occurred on [REDACTED] Avenue mixed with the tides and winds there had to be some entry point for the water to get in our house and it would have caused the numerous large cracks in our foundation.

As we have been told, "never underestimate the power of water." We have found that out first-hand. Had we known better, we would have taken pictures of our foundation through the years in order to have proof that the cracks in question were not there before Hurricane Sandy.

Thank you for the opportunity to appeal and give our version of the property damage.

William and Anne Marie [REDACTED]

Enclosures:

- Report from U.S. Forensic
- Assessment for 2011-2012-2013
- Elevation Certificate
- Original Flood Claim
- Supplemental Flood Claim
- Foundation Estimate



U.S. Forensic

Engineering • Inspection • Failure Analysis

USF Report No. 13.22.1524

Building Damage Evaluation

Location of Loss:

**[REDACTED] Residential Building
[REDACTED] Avenue
West Wildwood, New Jersey 08260**

Claim No. 12-18495

Prepared for:

**Fidelity National Property and Casualty
Insurance Company
P.O. Box 33064
St. Petersburg, Florida 33733-8064**

Prepared by:

**U.S. Forensic, LLC
3300 West Esplanade Avenue, Suite 601
Metairie, Louisiana 70002**

Engineer of Record:

**Jason G. Grover, P.E.
New Jersey License No. 24GE04832700**

Table of Contents

	Page
Results and Conclusions	1
Introduction	2
Background Information	2
Site Observations	2
Weather Information	4
Foundation Soil Information	4
Analyses and Discussion	5
Reference Information	8
Attachments	9
▪ Photographs	
▪ Resume	

Results and Conclusions

Based upon the information obtained and considered to date, we offer the following opinions:

- 1) The physical evidence observed at the property indicated that the subject residential building, and the associated foundation system, was not structurally damaged by hydrodynamic forces, hydrostatic forces, scour or erosion of the surface soils, or buoyancy forces of the floodwaters associated with the storm event on October 29, 2012.
- 2) The physical evidence observed at the subject property indicated that the cracks in the perimeter foundation walls supporting the building and the sloped floor surfaces within the interior of the building were the result of differential movement of the building and foundation that was caused by differential movement of the supporting soils at the site.

Introduction

Mr. and Ms. William and Mary [REDACTED] reported that the residential building located at [REDACTED] Avenue in West Wildwood, New Jersey was damaged by floodwaters that affected the property on October 29, 2012. The specific damage reported was that the floodwater caused damage to the foundation of the building.

U.S. Forensic, LLC (U.S. Forensic) was retained by Fidelity National Property and Casualty Insurance Company to perform an evaluation of the building and to determine the cause and extent of the reported damage. Our work to complete this assignment was performed by Jason G. Grover, P.E. and Gilberto A. Avila. Mr. and Ms. [REDACTED] were present during the inspection and provided information pertaining to the building. Mr. Troy Garrett, a loss consultant with Garrett Claim Consultants, was also present during our inspection. All measurements and data cited in this report are considered to be approximate values.

Background Information

Ms. [REDACTED] reported that the building was constructed in 1964 and that she and her husband purchased the property approximately 10 years ago. Ms. [REDACTED] stated that the exterior siding was installed prior to the purchase of the residence and that the interior of the building was last painted approximately in 2006. Ms. [REDACTED] stated that in 2005, new bathrooms, kitchen cabinets, and floor and wall finishes were installed in the interior of the residence.

Ms. [REDACTED] reported that on October 29, 2012, floodwaters in connection with the passage of Hurricane Sandy affected the property. Ms. [REDACTED] stated that the floodwaters inundated the property, entered the interior living area of the building and rose approximately 8 inches above the interior floor surface in the kitchen and bedrooms. Ms. [REDACTED] stated that the entire city was evacuated for approximately 4 days and could not return for the property. Ms. [REDACTED] reported that after the floodwaters receded, she noticed cracks in the foundation walls around the perimeter of the building. Ms. [REDACTED] stated that the carpet flooring was removed from the bedrooms and the interior wall surfaces were removed up to 48 inches above the interior floor surfaces after the flood event, but that no structural repairs were performed to the building prior to our inspection.

Site Observations

The subject residential building was a 1-story, wood-framed, 1-family dwelling structure that was supported on a perimeter foundation walls constructed of concrete masonry unit (CMU) blocks. The exterior walls of the building were covered with horizontal lapped siding and the roof was covered with asphalt-composition shingles. For the purpose of this report, the front of the building was referenced to face south.

The topography of the property was relatively flat and sloped downwards away of the building to the street on the south side and to the property lines on the north, east and west sides. Gutters were affixed to the building and the attached

downspouts were noted to discharge onto the ground surface close to the building foundation. No high water marks were observed on the exterior of the building and no scoured soils were observed along the perimeter of the building or at the property. The main entry door on the east side of the building was measured to be positioned 41 inches above the exterior ground surface.

On the exterior of the building, no marks or gouges were observed consistent with impacts from waterborne debris. All of the siding, windows and doors were in place. Cracks were observed in the perimeter foundation walls that were more prevalent at building corners, wall openings and at the transitions between the original building and the living room addition. The cracks were weathered and some were previously repaired with mortar indicating that the cracks were not of recent origin. We also observed mortar repair application in the foundation wall on the rear side of the building. Cracks were observed in the concrete walkway paving around the perimeter of the building and in the CMU chimney on the rear side of the building, but the cracks were weathered and not of recent origin. An offset was observed between CMU blocks on the east side of the building. We measured the exterior walls of the building for verticality using a carpenter's level. The measurements indicated that the east end of the south wall leaned up to 0.5 inches horizontally in 4 feet vertically towards the south, that the north wall leaned up to 0.5 inches horizontally in 4 feet vertically towards the south, that the west wall leaned up to 1 inch horizontally in 4 feet vertically towards the east and that the remaining walls were relatively plumb. No evidence of any recent shifting or movement of the exterior walls of the building was observed.

Within the crawlspace area beneath the residential building, no vapor retarder covered the ground surfaces and the exposed soil was soft, wet and uneven. No scoured soils were observed around any of the foundation piers, foundation walls or anywhere else beneath the building. A small void was observed on the ground surface within the crawlspace area beneath the building. The void was approximately 4 inches wide by 8 inches long and approximately 4 inches deep. The girders of the building were supported on CMU piers. The floor joists spanned in the north-south direction and were supported by perimeter foundation walls and interior floor girders. The bottoms of the floor joists were positioned approximately 35 inches above the ground surface within the crawlspace area. A high water mark was observed on the CMU foundation walls at approximately 29.5 inches above the ground surface within the crawlspace area. We observed cracks in the CMU foundation walls within the crawlspace area, but the cracks were weathered and not of recent origin. No scuff marks, coloration differences or any other evidence of recent shifting or movement of the building framing or foundation components was observed beneath the building.

Within the interior living area of the building, the wall surfaces within the original building were removed up to an elevation of 48.5 inches above the interior floor surface. The floor finishes had been removed from the bedrooms. Laminate flooring panels were observed in the kitchen and dining room areas and carpet flooring was observed in the living room. The living room was positioned approximately 11 inches above the kitchen, dining room and bedrooms. No

water marks were observed in the interior of the building. We performed relative elevation measurements of the floor surfaces within the interior living area of the building using an electronic relative elevation measuring device. The relative elevation measurements taken indicated that the floor surfaces had a maximum elevation difference of approximately 2.3 inches over a horizontal distance of approximately 13 feet. The highest relative elevation readings were taken in the south side of the building and the lowest readings were taken at the rear side of the building. The measurements taken indicated that the floor surfaces generally sloped downwards towards the rear side of the building.

Weather Information

Available weather information sources including the National Weather Service and local news sources reported that the passing of Hurricane Sandy on October 29, 2012 resulted heavy rainfall and storm surge along the Mid-Atlantic coastline of the eastern United States. The storm surge and heavy rainfall that occurred during the hurricane reportedly resulted in flooding of many coastal and low-lying properties in the West Wildwood, New Jersey area.

Foundation Soils Information

The soils information obtained from the National Resources Conservation Service indicated that the subject property was constructed on Psammaquents, sulfidic substratum soils. Psammaquents, sulfidic substratum soils were described as very poorly drained soils with surface slopes of 0 percent to 3 percent and the water table was indicated to be located at the soil surface. Psammaquents, sulfidic substratum soils were rated as very limited for the support of buildings due to the shallow depth to the saturated zone, ponding, and flooding. Soils information obtained from the National Resources Conservation Service indicated that the subject property was constructed Psammaquents, sulfidic substratum soils. Psammaquents, sulfidic substratum soils were described as very poorly drained soils with surface slopes of 0 percent to 3 percent and the water table was indicated to be 0 inches beneath the ground surface. Psammaquents, sulfidic substratum soils were rated as "very limited" for the support of buildings due to high subsidence potential, high organic matter content of the soil, moderate shrink-swell potential, ponding and the shallow depth to the saturated zone.

Subsidence is a loss of surface elevation of organic soils that are artificially drained. Causes of subsidence include shrinkage caused by desiccation, consolidation of the underlying material due to the loss of buoyant forces from groundwater, and biochemical oxidation of the organic soil components.

Shrink-swell potential is an indication of the anticipated volume change of the soil in response to changes in the soil moisture content. Volume change occurs mainly due to the interaction of clay minerals with water and varies with the amount and type of clay minerals present in the soil. The classes of shrink-swell potential are "low", signifying a change of less than 3 percent, "moderate", 3 to 6 percent, and "high" with more than 6 percent anticipated volume change. Soils

with shrink-swell potential ratings of moderate to very high can cause damage to buildings, roads, and other structures and special design considerations are often needed.

Analyses and Discussion

Available weather information indicated that the West Wildwood, New Jersey area experienced heavy rainfall and flooding on October 29, 2012. High water marks observed at the property indicated that floodwaters inundated the property, entered the crawlspace beneath the building and rose up to 29.5 inches above the ground surface. No scoured soils were observed around the building or at the property. The evidence observed at the site indicated that the property experienced some depth and but no appreciable velocity flow of floodwaters during the subject flood event.

Flowing floodwaters generally exert greater forces on surfaces and structures than still waters of similar depth. Moving water flowing around a structure imparts lateral and vertical forces to the structure associated with the weight of the water (hydrostatic and buoyant forces), lateral impact forces associated with the momentum of the moving water (hydrodynamic forces), and frictional forces along the surfaces contacted by the moving water that can scour and erode adjacent soils and remove wall coverings and appurtenances. Hydrostatic and hydrodynamic forces can damage elements of a building structure and erosion and scour caused by the frictional forces can weaken the structure by removing supporting soil and undermining the building foundation. Differential floodwater levels acting against the walls of the building, either from the exterior during the initial flooding of the property or trapped within the interior of the building when the exterior floodwaters recede, exert hydrostatic pressures upon the building.

We observed no evidence or indications of recent movement, distortion or shifting of the exterior walls or foundation walls of the residential building consistent with the application of hydrodynamic forces or hydrostatic forces from floodwaters. We also observed no scuff marks, abrasions, or other evidence on or around the residential building to indicate impact or recent shifting or movement of the building framing or foundation. We did not observe any scoured surface soils adjacent to the residential building consistent with damage from detrimental velocity flow. No evidence of any recent shifting or movement of the floor framing or foundation components was observed beneath the residential building. The physical evidence observed at the property indicated that the subject residential building, and the associated foundation systems, was not structurally damaged by hydrodynamic forces, hydrostatic forces, scour or erosion of the surface soils, or buoyancy forces of the floodwaters associated with the recent flood event.

On the exterior of the residential building, no marks or gouges were observed consistent with impacts from waterborne debris. Cracks were observed in the perimeter foundation walls that were more prevalent at building corners, wall openings and at the transitions between the original building and the living room addition, but the cracks observed were weathered and some were previously

repaired with mortar indicating that the cracks were not of recent origin. We also observed mortar repair application to the foundation wall on the rear side of the building. Cracks were observed in the concrete walkway paving around the perimeter of the building and in the CMU chimney on the rear side of the building. An offset was observed between CMU blocks on the east side of the building, but the cracks were weathered and not of recent origin. Within the crawlspace area, we observed cracks in the CMU foundation walls, but the cracks were weathered and not of recent origin. The measurements taken indicated that the floor surfaces generally sloped downwards towards the rear side of the building, but we observed no evidenced of recent shifting or movement of the interior floors, walls or ceilings. The noted conditions, including the cracks in the perimeter foundation walls supporting the building and the sloped floor surfaces within the interior of the building were consistent with conditions caused by differential movement of the building and foundation.

Differential movement of a building and foundation is a common occurrence that may be caused by movement of the supporting soils at the property, deterioration and distortion of the framing components of the building, re-leveling, and other repair efforts. Movement of the supporting soil beneath the foundation system is typically caused by long-term reduction of the soil volume in response to loads imparted to the ground (consolidation), changes in soil moisture content, subsidence, and frost heave from subfreezing temperatures. Causes of variations in the soil moisture include intermittent periods of rainfall, flooding, poor drainage around a structure, variation in watering of vegetation, the presence of trees and shrubbery that consume soil moisture, and the presence of leaks in plumbing lines at or near the property. The foundation support soils at the site were rated as "very limited" for the support of buildings without basements due to a moderate shrink-swell and high subsidence potential of the soil. Shrinking and swelling of soils occurs in response to changes in moisture content of the soils. Subsidence generally occurs due to desiccation, consolidation of the underlying material due to the loss of buoyant forces from groundwater, and biochemical oxidation of the organic soil components and commonly results in movement of building foundations. Both shrink/swell and subsidence can result in movement of a building and foundation. The previous repairs to the foundation walls and the weathered condition of the cracks observed indicated that the movement of the building and foundation was a long-term and on-going problem at the site.

Representative photographs are in the attachments. The photographs taken but not included in the report are available upon request.

This report was prepared by U.S. Forensic, L.L.C. for the exclusive use of Fidelity National Property and Casualty Insurance Company. Any other use is prohibited without the written consent of Fidelity National Property and Casualty Insurance Company and U.S. Forensic. Our opinions are based on experience, education, work performed, industry resources, engineering references, and other information acquired and listed in our **Reference Information**. We reserve the

right to modify or supplement our opinions and conclusions.

Reference Information

We reviewed and utilized the following references and information when preparing this report.

- 1) Site inspection of the building located at [REDACTED] Avenue in West Wildwood, New Jersey performed on April 26, 2013 by Gilberto A. Avila. Photographs and measurements were taken in various portions of the buildings.
- 2) Weather data from the National Weather Service and Weather Underground websites.
- 3) NRCS Soil Conservation Service Web Soil Survey for West Wildwood, New Jersey.
- 4) "The Day the House Fell", Richard L. Handy, Ph.D., ASCE Press, 1995.

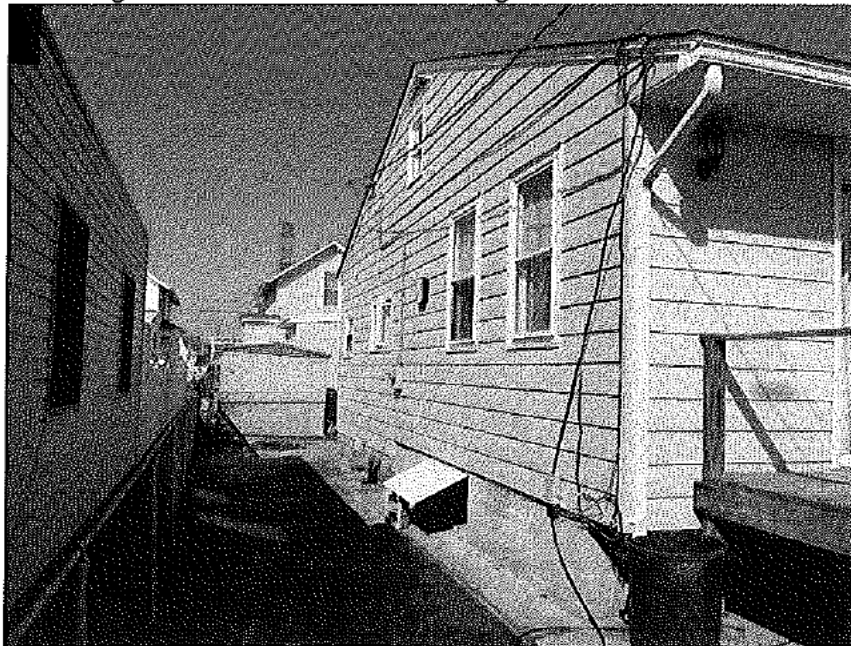
USF Report No. 13.22.1524
Attachments

Photographs

Photograph 1
View of the front (south) side of the subject building.



Photograph 2
View along the west side of the building.

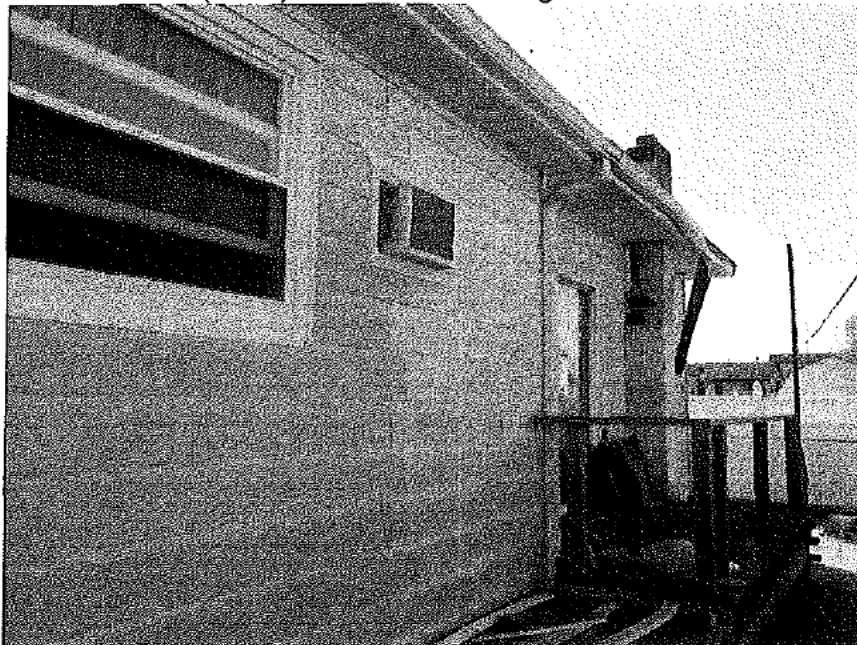


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Photograph 3
View of the east side of the building.



Photograph 4
View of the rear (north) side of the building.



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Photograph 5

View of cracks in the foundation wall on the south side of the building.



Photograph 6

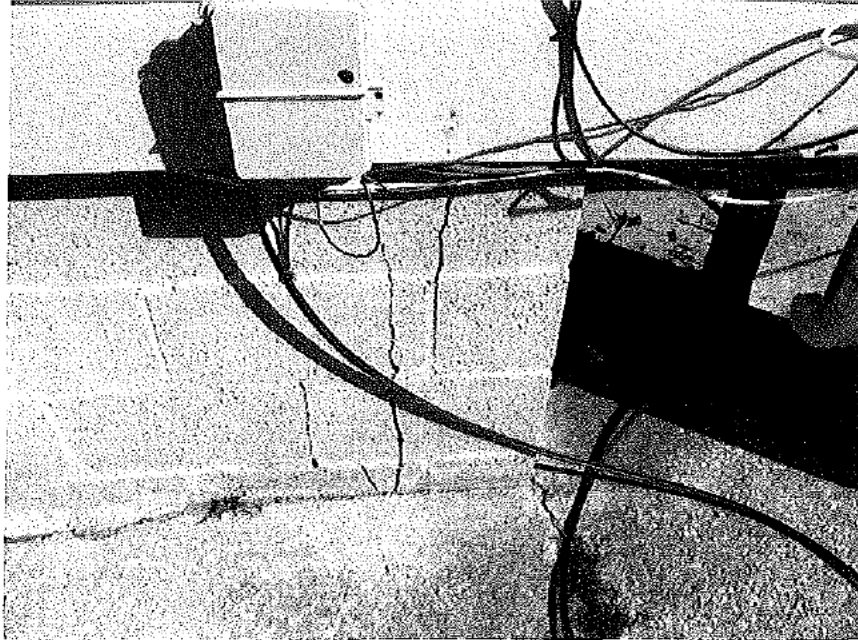
View of cracks in the foundation wall on the south side of the building.



USF Report No. 13.22.1524
Attachments

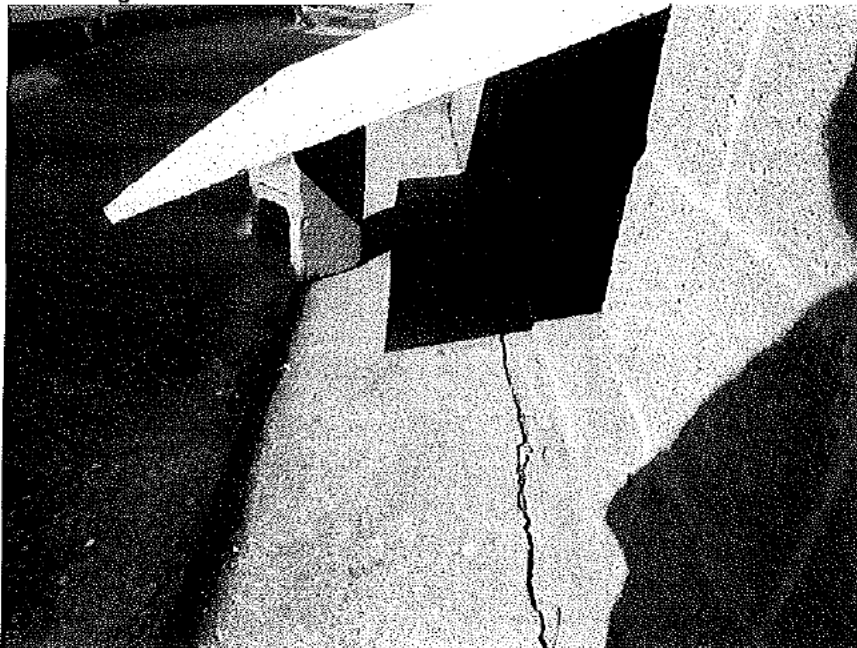
Photograph 7

View of cracks in the foundation wall on the west side of the building.



Photograph 8

View of cracks in the concrete walkway paving on the west side of the building.



USF Report No. 13.22.1524
Attachments

Photograph 9

View of cracks in the foundation wall on the west side of the building.



Photograph 10

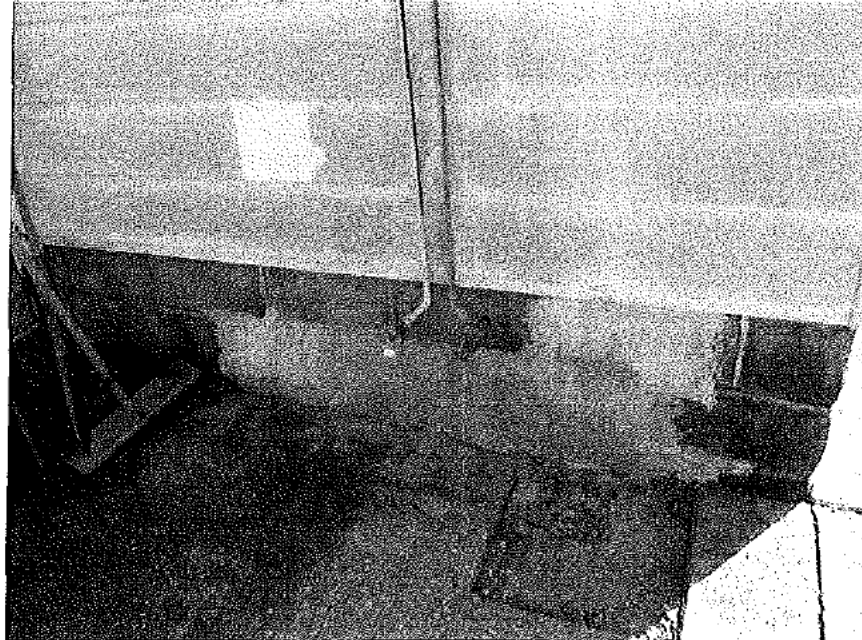
View of cracks in the foundation wall on the west side of the building. Note the previous repair mortar between the CMU blocks.



USF Report No. 13.22.1524
Attachments

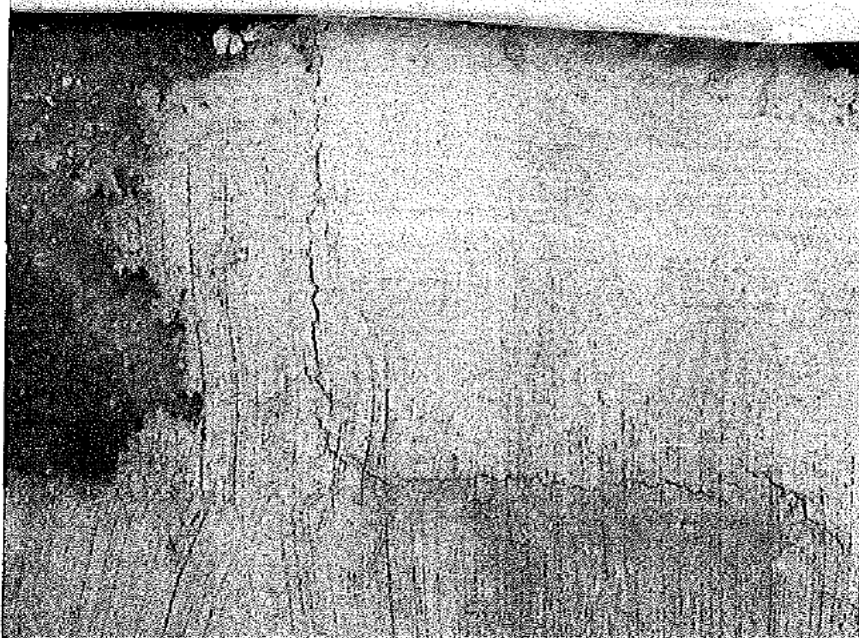
Photograph 11

View of previous repairs to the foundation wall on the north side of the building.



Photograph 12

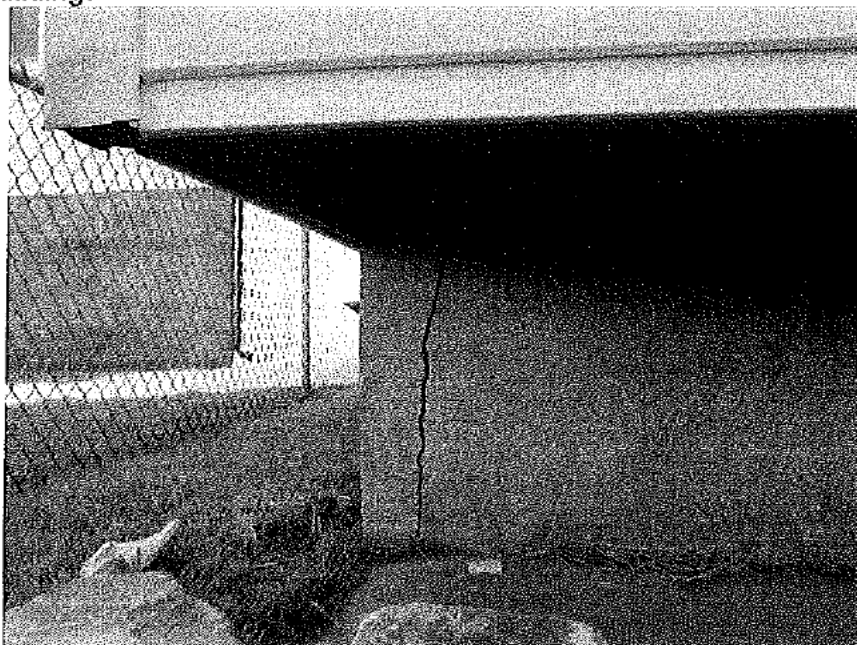
View of cracks in the previous repairs to the foundation wall.



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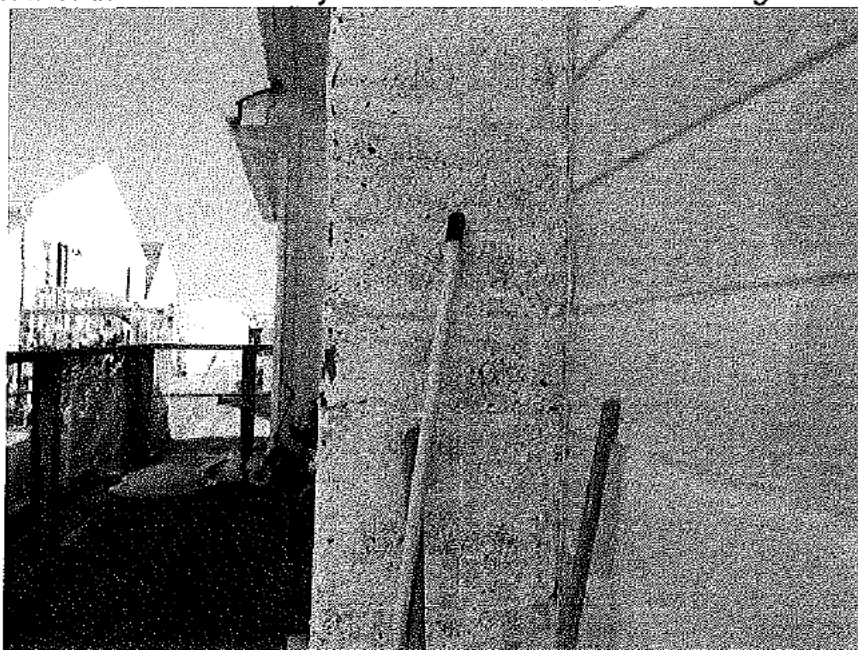
Photograph 13

View of a crack in the foundation wall on the north side of the building.



Photograph 14

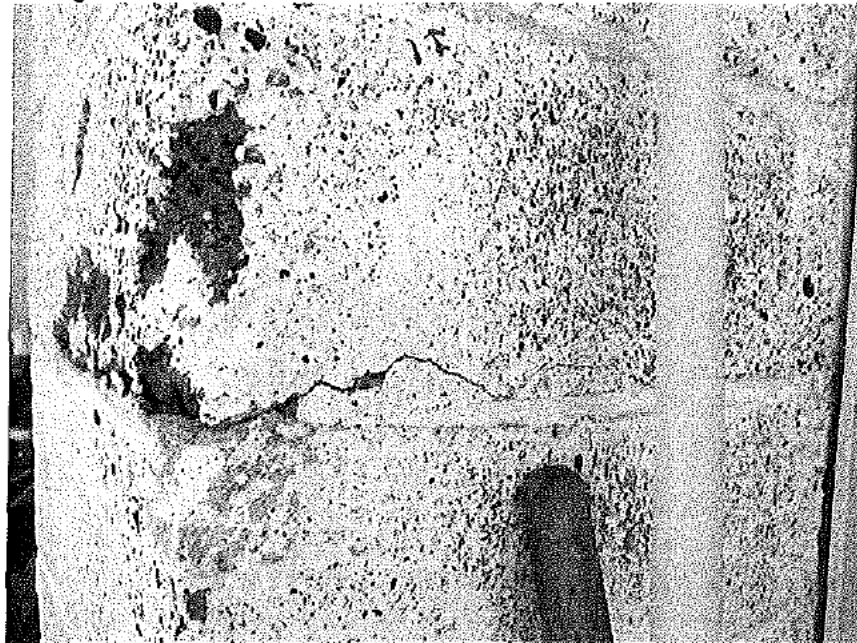
View of the CMU chimney on the north side of the building.



USF Report No. 13.22.1524
Attachments

Photograph 15

View of a crack in the CMU chimney on the north side of the building.



Photograph 16

View of cracks in the foundation wall on the east side of the building.



USF Report No. 13.22.1524
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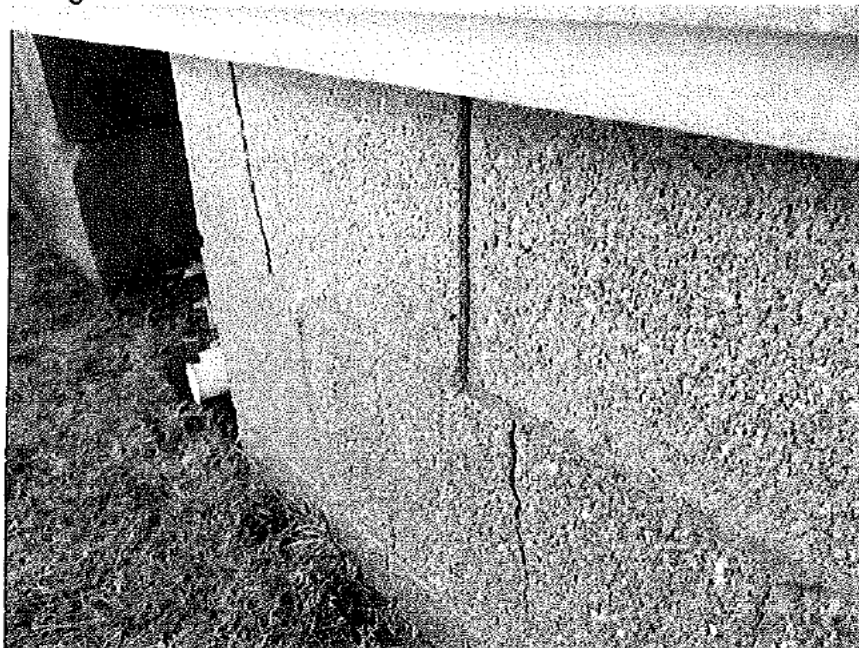
Photograph 17

View of cracks in the foundation wall on the east side of the building.



Photograph 18

View of cracks in the foundation wall on the east side of the building. Note the offset between the CMU blocks.



USF Report No. 13.22.1524
Attachments

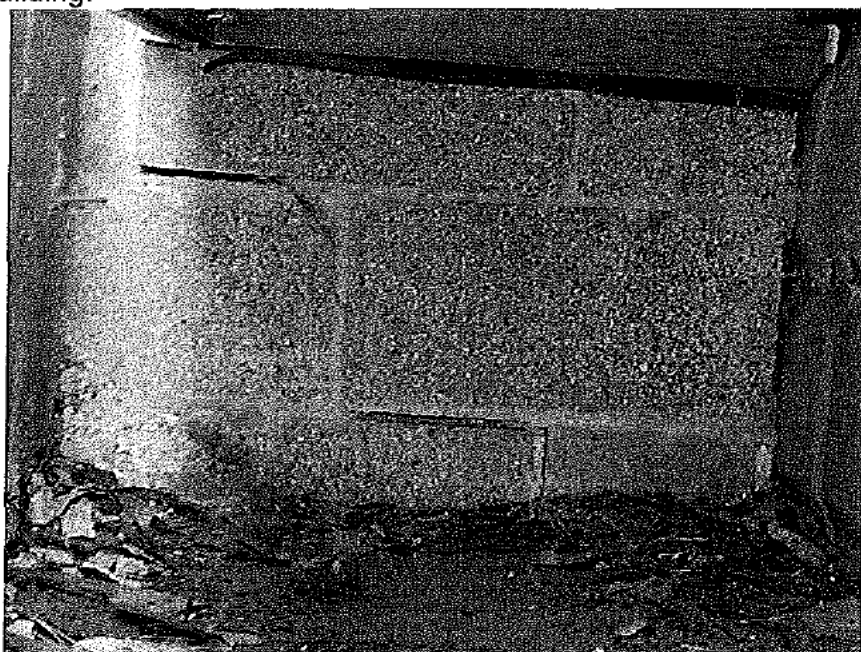
Photograph 19

View of cracks in the foundation wall on the east side of the building.



Photograph 20

View of cracks in the foundation wall on the east side of the building.



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Attachments

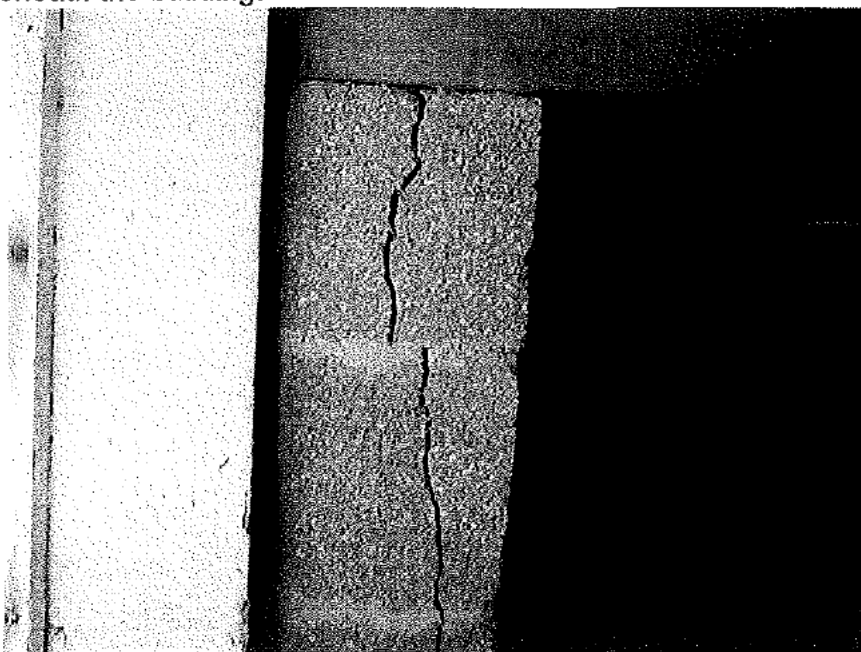
Photograph 21

View of the crawlspace area beneath the building.



Photograph 22

View of a crack in a foundation wall within the crawlspace area beneath the building.



USF Report No. 13.22.1524
Attachments

Photograph 23

View of a void in the ground surface within the crawlspace area beneath the building.



Photograph 24

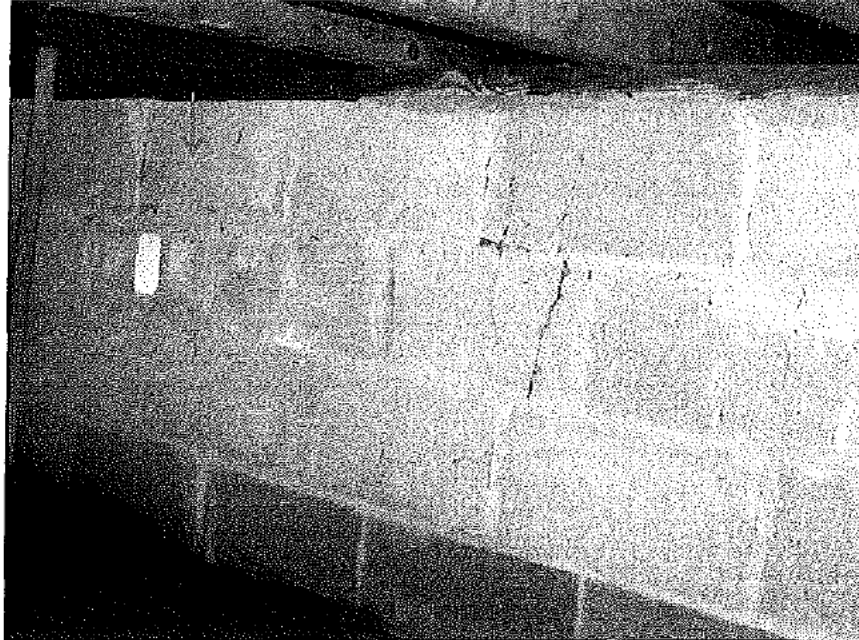
View of a crack in a foundation wall within the crawlspace area beneath the building. Note the water mark on the foundation wall.



USF Report No. 13.22.1524
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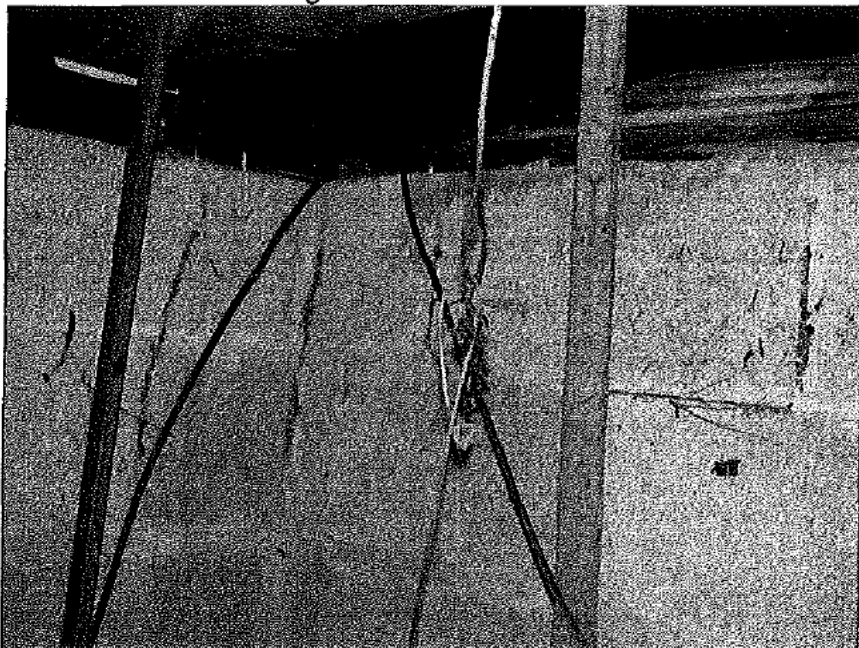
Photograph 25

View of a crack in a foundation wall within the crawlspace area beneath the building. Note the water mark on the foundation wall.



Photograph 26

View of a water mark on the foundation wall within the crawlspace area beneath the building.



USF Report No. 13.22.1524
Attachments

Photograph 27
View of the interior living area of the building.



Photograph 28
View of the steps down into the kitchen area and bedrooms.



USF Report No. 13.22.1524
Attachments

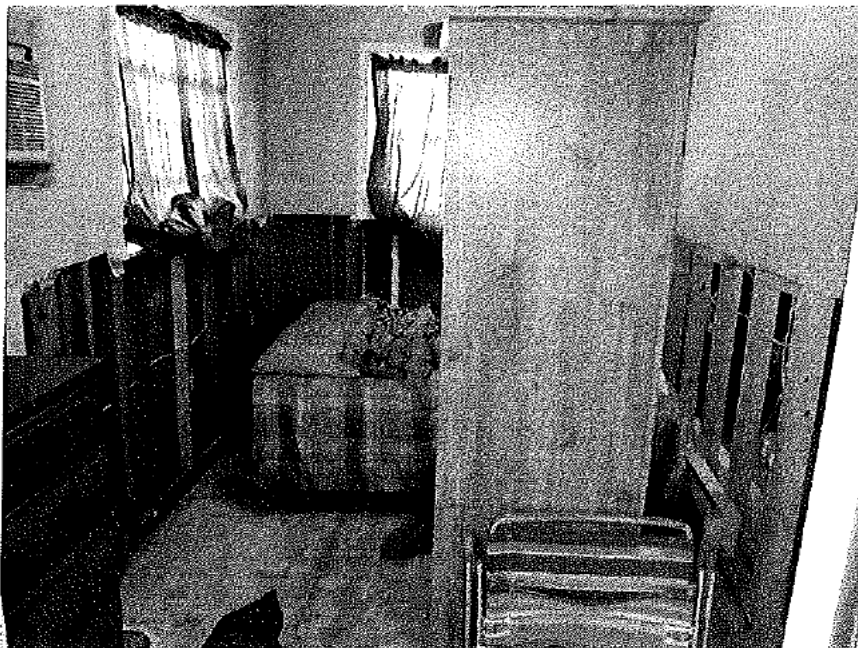
Photograph 29

View of a bedroom on the rear side of the building. Note the removed floor finishes and a removed section of wall finishes.



Photograph 30

View of a bedroom on the rear side of the building. Note the removed floor finishes and a removed section of wall finishes.





PARTIAL DENIAL OF CLAIM

June 10, 2013

William and Ann Marie [REDACTED]
[REDACTED] Rd.
Philadelphia, PA 19154-2021

RE: Insured: William and Ann Marie [REDACTED]
Claim Number 12 0018495
Loss Date: 10/29/2012
Policy Number: 29 [REDACTED]
Loss Location: [REDACTED] Ave.; West Wildwood, NJ

Dear Mr. and Mrs. [REDACTED]

Fidelity National Indemnity Insurance Company has issued payment in the amount of \$26,032.86 for covered flood damages. This is based on the estimate of covered repairs completed by your adjuster.

We are in receipt of the engineer's report addressing claimed structural and/or foundation damage caused by the above flooding event. The engineer reports the physical evidence observed at the subject property indicated that the cracks in the perimeter foundation walls supporting the building and the sloped floor surfaces within the interior of the building were the result of differential movement of the building and foundation that was caused by differential movement of the supporting soils at the site. A copy of the engineer's report is enclosed for your records. After reviewing the engineer's report, we must respectfully deny this portion of your claim for structural supplemental damages.

Please refer to your Standard Flood Insurance Policy Dwelling Form which explains the coverage, conditions, and limitations, definitions and exclusions. The Insuring Agreement of your policy reads in part:

We will pay you for direct physical loss by or from flood to your insured property if you:

1. Have paid the correct premium;
2. Comply with all terms and conditions of this policy; and
3. Have furnished accurate information and statements.

POLICY INFORMATION:
CLAIMS:
CLAIMS FAX:

P.O.BOX 33003/ST. PETERSBURG, FL 33733-8003
P.O.BOX 33064/ST. PETERSBURG, FL 33733-8064

1-800-820-3242
1-800-725-9472
1-877-270-4329

We have the right to review the information you give us at any time and to revise your policy based on our review.

II. DEFINITIONS

Flood, as used in this flood insurance policy, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
 - a. Overflow of inland or tidal waters;
 - b. Unusual and rapid accumulation or runoff of surface waters from any source;
 - c. Mudflow.
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined in A.1.a. above.
12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a flood. There must be evidence of physical changes to the property

Please reference your policy, section V. **EXCLUSIONS** which reads in relevant part:

- A. We only provide coverage for **direct physical loss by or from flood**, which means that we do not pay you for:
 1. Loss of revenue or profits;
 2. Loss of access to the insured property or described location;
 3. Loss of use of the insured property or described location;
 4. Loss from interruption of business or production;
 5. Any additional living expenses incurred while the insured building is being repaired or is unable to be occupied for any reason;
 6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage D – Increased Cost of Compliance, or
 7. Any other economic loss.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by flood. Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;
3. Land subsidence;
4. Sinkholes;
5. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
6. Gradual erosion.

We do, however, pay for losses from mudflow and land subsidence as a result of erosion that are specifically covered under our definition of flood (see II.A.1.c. and II.A.2.).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to the **building**; or
 - b. That is within your control, including but not limited to:
 - (1) Design, structural, or mechanical defects;
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a flood recedes;
5. Water or waterborne material that:
 - a. Backs up through sewers or drains;
 - b. Discharges or overflows from a sump, sump pump, or related equipment; or
 - c. Seeps or leaks on or through the covered property; unless there is a flood in the area and the flood is the proximate cause of the

Claims Examiner → Crystal Montague.
202-212-2158

sewer or drain backup, sump pump discharge or overflow, or seepage of water.

unless there is a flood in the area and the flood is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;

We do not waive any of our rights under this policy, but specifically reserve any and all rights under this policy and governing federal law.

As set forth on Page 8 of the Flood Insurance Claims Handbook:

If you do not agree with our decision to deny your claim, in whole or in part, Federal law allows you to appeal that decision within 60 days of the date of this denial letter. Your appeal must be in writing and include: a copy of this letter, a copy of the completed Proof of Loss form you submitted to the insurer, your written statement of the basis for the appeal and all the documentation which supports your written statement. The appeal must be sent to: Federal Emergency Management Agency, Mitigation Directorate, Federal Insurance Administrator, 1800 South Bell Street, Arlington, VA 20598-3010.

You should not appeal your claim or any part of it, unless it has been denied by this letter. If you do and your claim has not been denied, in whole or in part, FEMA will return your appeal to you for not complying with their regulation. If you disagree with your insurance settlement and the item of your disagreement is not denied by this letter, you should submit a detailed request with the documentation which fully supports your position directly to us for consideration as a supplemental claim. The FEMA appeals process cannot overturn a denial when coverage is not afforded by the Standard Flood Insurance Policy. Federal assistance may be available to you if your flood loss is within a city or county included in a disaster declaration by the President of the United States. In such cases you may contact FEMA at (800)-621-3362 or register online at <http://www.fema.gov>.

In accordance with VII; GENERAL CONDITIONS, R. Suit against Us, should you wish to challenge Fidelity National Property and Casualty Insurance Company's position in this matter, you must file a lawsuit within 12 months of the denial of claim letter, and your lawsuit must be filed in federal court. Also please see Page 18 of 19 of your Standard Flood Insurance Policy Dwelling Form:

IX. WHAT LAW GOVERNS

This policy and all disputes arising from the handling of any claim under the policy are governed exclusively by the flood insurance regulations issued by FEMA, the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001, et seq.), and Federal common law.

If you have any questions concerning this matter, please contact our office

Regards,

Denise Erlenbusch
Claims Examiner
Fidelity National Indemnity Insurance Company
1-800-725-9472 Ext. 5225

Enclosures

cc: Anchor Insurance Agency, Inc.
PO Box 215
Rio Grande, NJ 08242



GARRETT CLAIMS CONSULTANTS

ADJUSTER OF LOSSES FOR THE INSURED

15 Oaks Drive • Mays Landing, NJ 08330

New Jersey (609) 625-2272 Fax (609) 678-1720
Pennsylvania (888) 741-6090

January 28, 2013

Anchor Insurance Agency Inc.
Attn: Tim Barry
P.O. Box 215
Rio Grande, NJ 08424-0215

RE: Supplemental Claim
William & Ann Marie [REDACTED]
[REDACTED] Ave
West Wildwood, NJ 08260
Policy # [REDACTED] 01

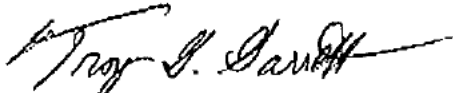
Dear Mr. Barry,

I'm writing to you regarding the above supplemental claim for damages to the insured's foundation. All of our original inspection with the adjuster Robert Sanders he stated there was no coverage for the foundation as he didn't feel it was from the flood loss. The insured has contacted a masonry contractor H. Burdsall Masonry, LLC. (Attached is his report an estimate) who told the insured that he felt that the damage to the cracked block in the foundation was a direct result of hurricane Sandy.

★ I spoke with the original adjuster and he stated that he had been released from the property and we would have to file an additional claim for the supplemental damages. Please file the supplemental claim so that we can either get a new adjuster or the original adjuster to do a reinspection and possibly an engineer from national flood to do an inspection.

If you have any questions please do not hesitate to contact me.

Sincerely,


Troy G Garrett

RECEIVED
JAN 29 2013

BY: [REDACTED]

Raymond D. Poudrier
Construction Official
4400 New Jersey Ave.
City of Wildwood, New Jersey 08260
(609) 522-2444 ext. 2911

Notice of Substantial Damage Determination

Re.; [REDACTED] Ave. Block: 138 Lot: 28
West Wildwood, N.J. 08260

Dear Mrs. [REDACTED]

We have reviewed your application for permit to repair your home that was damaged by Superstorm Sandy. This building is located in a mapped Special Flood Hazard Area. As required by the floodplain management regulations and / or building codes, we have determined that this building has been substantially damaged. This determination is based on a comparison of the cost estimate to repair the building received from your insurance company to its original condition / to the value of the building taken from your tax appraisal. When the cost to repair is 50% or more of the value of the building, the work is repair of substantial damage.

As a result of this determination, you are required to bring the building into compliance with the flood damage-resistant provisions of the regulations.

We would be happy to meet with you or your representative to discuss how to bring your home into compliance. The most significant requirement is that the lowest floor, as defined by the regulations, must be elevated to or above the Base Flood Elevation (BFE). You may contact your insurance agent to discuss how raising the lowest floor in your home higher than the minimum requirement can reduce your NFIP flood insurance premiums.

If you have a flood insurance policy from the National Flood Insurance Program you should contact your adjuster to discuss the Increased Cost of Compliance (ICC) coverage. This coverage may provide a claim payment to help pay for the work required to bring your home into compliance. Your adjuster can explain that the ICC claim may also be used to pay certain costs associated with demolishing and rebuilding your home, or moving your home to a site outside of the floodplain.

Please submit your permit application along with plans and specifications that incorporate compliance measures. Be advised construction activities that are undertaken prior to or without a proper permit being issued by this office are in violation of the UCC and may result in fines, citations, or other legal actions.

Sincerely,



Raymond D. Poudrier, Construction Official, City of Wildwood



FEMA

November 19, 2013

William and Anne Marie [REDACTED]
[REDACTED] Road
Philadelphia, Pennsylvania 19154

Dear Mr. and Mrs. [REDACTED]

In a previous letter, we informed you that the Department of Homeland Security, Federal Emergency Management Agency (FEMA) would conduct a comprehensive assessment of the information regarding your claim and provide a written response. You wrote to appeal, the partial denial of your claim for damages to the property located at [REDACTED] West [REDACTED] Avenue, West Wildwood, New Jersey, arising from the flood event of October 29, 2012.

Members of my staff have reviewed the claim file from your flood insurance carrier, Fidelity National Property and Casualty Insurance Company (Fidelity) in conjunction with your correspondence and supporting documents. In the appeal, you disagree with Fidelity's loss assessment and determination based, in part, on the findings of the engineering firm, U.S. Forensic, LLC (USF), that cracks in the perimeter foundation walls supporting the building and the sloped floor surfaces within the interior of the building were the result of differential movement of the supporting soils.

FEMA's assessment included the structural evaluation completed by Gilberto A. Avila, P.E., of USF retained by Fidelity. After inspecting the loss on April 26, 2013, Mr. Avila reported cracks in the perimeter foundation walls, wall openings and at the transitions between the original building and the living room addition. The cracks were weathered and some were recently repaired indicating that the cracks were not of recent origin. Cracks were observed in the concrete walkway paving around the perimeter of the building and in the CMU chimney on the rear side of the building, but the cracks were weathered and not of recent origin. Within the crawlspace, there was no vapor retarder covering the ground surfaces and the exposed soil was soft, wet and uneven. Mr. Avila also noted the foundation system, was not structurally damaged by hydrodynamic forces, hydrostatic forces, scour or erosion of the surface soils, or buoyancy forces of the floodwaters associated with the storm event on October 29, 2012.

There was one or two repairs made over 12 years

The Standard Flood Insurance Policy (SFIP) is a direct physical damage policy. It provides coverage only when there is tangible evidence of direct physical changes, loss, or damage to insured property by or from flood. The SFIP, at Section V. Exclusions, Paragraph C., specifically excludes from coverage "loss to property caused directly by earth movement, even if the earth movement is caused by flood." Some examples of earth movement are land subsidence or the destabilization or movement of land that results from the accumulation of

water in subsurface land areas. Foundation damage attributed to differential movement or settlement, progressive deterioration, subsurface soil saturation, decreased load bearing capacity of supporting soil, or any pre-existing condition, is specifically excluded by the SFIP. Fidelity correctly quoted and applied this policy provision in addition to other pertinent policy provisions in its letter to you dated June 10, 2013, denying coverage for structural or foundational elements in addition to other non-covered items.

Because the SFIP requires direct causation, the policy does not cover damage resulting from an intervening cause of loss, even if flooding is the indirect or proximate cause of subsequent damage. Therefore, in the absence of physical evidence which demonstrates the undermining, scouring, or sudden erosion by floodwater to the ground beneath or adjacent to your insured building, the stated cause of loss to your foundation is not covered by the SFIP.

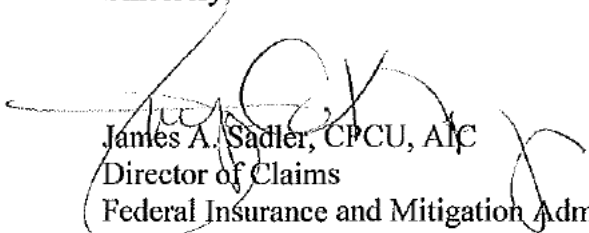
FEMA has reviewed the expert opinions of the engineer as to the causation of the loss, and must agree with the conclusions of Fidelity and USF. Your appeal disputes the findings of USF's engineer but you provided no compelling evidence to counter the conclusion of USF.

Your correspondence to FEMA was coupled with a proposal submitted by H. Burdsall Masonry, LLC for elevating the seasonal residence, proof of loss and elevation certificate. If you have received a notice of substantial damage from your local building official citing the building was substantially damaged by flood, please provide Fidelity with the notice. They will consider your claim for Increased Cost of Compliance accordance with the terms and conditions of the SFIP.

On the basis of all information provided by the parties involved in this matter, FEMA concurs with Fidelity's final decision.

No further administrative review will be provided in this matter. If you do not agree with the final decision reached by Fidelity, please refer to the SFIP, Section VII. General Conditions, Paragraph R. The one-year period to file suit against Fidelity commences from the date all, or any part, of your claim was first denied by Fidelity. That one-year period is not extended by this appeal process. In the event that you choose to initiate litigation against Fidelity, please note that FEMA is not a proper party to that proceeding pursuant to 44 C.F.R. §62.23(g).

Sincerely,



James A. Sadler, CPCU, AIC
Director of Claims
Federal Insurance and Mitigation Administration



November 19, 2013

Page 3

JS:jk

cc: Fidelity National Property and Casualty Insurance Company

WEST WILDWOOD
TAX ASSESSOR
[REDACTED] AVE
WEST WILDWOOD NJ 08260

FIRST CLASS MAIL
U.S. POSTAGE
PAID
TRENTON, NJ
PERMIT NO. 41

WEST WILDWOOD
COUNTY = CAPE MAY

NOTICE OF PROPERTY ASSESSMENT FOR
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1

2011

MAILED: 01/31/2011

BLOCK: 138 LOT: 28 QUAL:
PROPERTY LOCATION: [REDACTED] W [REDACTED] AVE

PROPERTY CLASS: 2

2011 LAND: 153,400 BUILDING: 38,700 TOTAL: 192,100

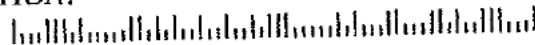
NET PROPERTY TAXES BILLED FOR
WERE: \$ 2,341.70

2010

ASSESSMENT: 192,100

THIS IS NOT A BILL.
SEE REVERSE FOR
APPEAL INFORMATION.

[REDACTED] WILLIAM & ANNE MARIE
[REDACTED] ROAD
PHILA, PA 19154



WEST WILDWOOD
CAPE MAY

POSTAGE PAID
TRENTON, NJ
PERMIT NO. 41

414/599

NOTICE OF PROPERTY ASSESSMENT FOR 2012
(N.J.S.A. 54:4-38.1)

DATE MAILED: 01/27/2012

BLOCK: 138 LOT: 28 QUAL.:
PROPERTY LOCATION: [REDACTED] W [REDACTED] AVE

CLASS: 2

2012 LAND: 153,400 BUILDING: 38,700 TOTAL: 192,100

NET TAXES BILLED FOR 2011
WERE: \$2,526.12

2011 ASSESSMENT: 192,100

THIS IS NOT A BILL.
SEE REVERSE FOR
APPEAL INFORMATION.

[REDACTED] WILLIAM & ANNE MARIE
[REDACTED] RD
PHILA PA 19154-2021



NOTICE OF PROPERTY ASSESSMENT FOR: 2013
(N.J.S.A. 54:4-38.1)

DATE MAILED: 02/07/2013

BLOCK: 138 LOT: 28 QUAL.:
PROPERTY LOCATION: [REDACTED] W [REDACTED] AVE

CLASS: 2

2013 LAND: 153,400 BUILDING: 27,100 TOTAL: 180,500

NET TAXES BILLED FOR 2012
WERE: \$2,553.01

2012 ASSESSMENT: 192,100

THIS IS NOT A BILL.
SEE REVERSE FOR
APPEAL INFORMATION.

[REDACTED] WILLIAM & ANNE MARIE
[REDACTED] RD
PHILA PA 19154-2021



*difference
after
Hurricane*

H. Burdsall Masonry, LLC

Rio Grande, NJ 08242

Tel. 609-465-9695

Bill & Nancy [redacted]
[redacted] Ave.
Wildwood, NJ 08260
Tel: (215) 637-1560
Date of Estimate: 7/29/13

*Submitted
to insurance
& denied*

WORK PROPOSAL

PROJECT DESCRIPTION	TOTAL
1. Disconnect all utilities 2. Remove ramp 3. Install block work to raise house to elevation 13'. 4. Reattach house to new block/top plate. 5. Stucco block work 6. Replace ramp 7. Reconnect utilities	1st Payment: \$12,500.00 Upon Start of Job 2nd Payment: \$12,500.00 Upon Completion of Raising House Final Payment: \$7,800.00 Upon Completion of Job
TERMS & CONDITIONS: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond our control.	TOTAL \$32,800.00

H. Burdsall Masonry

Date

Customer Signature

Date

* The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to perform the work specified. Payments will be made as outlined above.

H. Burdsall Masonry, LLC

Rio Grande, NJ 08242

Tel. 609-465-9695

Bill & Nancy	
	Ave.
Wildwood, NJ 08260	
Tel: (215) 637-1560	
Date of Estimate: 1/12/13	

*This was
2014 not 2013*

*New estimate
because so
much was not
included in
the original
estimate.*

WORK PROPOSAL

PROJECT DESCRIPTION	TOTAL
1. Disconnection and Reconnection of utilities \$4,400	1 st Payment: \$28,500.00 Upon Start of Job
2. House Lifting \$10,500	2 nd Payment: \$28,500.00 Upon Completion of Concrete Work
3. Demolition \$8,550	Final Payment: \$17,497.00 Upon Completion of Job
4. Footings \$18,897	
5. Block Foundation w/8 Flood Vents \$7,380	
6. Garage flooring \$4,950	
7. Remove and replace Decking	
a. 25x13 \$7,850	
b. 11x21 \$5,850	
c. 5x4 \$2,760	
8. Building Permits \$3,360	
TERMS & CONDITIONS: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond our control.	TOTAL \$74,497.00

*Never
did anything
further
with*

H. Burdsall Masonry

Date

Customer Signature

Date

* The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to perform the work specified. Payments will be made as outlined above.

From when
we bought house
in 2002.

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 3067-0077
Expires July 31, 2002

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME Clark		For Insurance Company Use:	
BUILDING ADDRESS (Street, Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.		Policy Number	
CITY West Wildwood		Company NAIC Number	
STATE New Jersey		ZIP CODE 08260	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Block 138 Lot 28			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use Comments section if necessary.) Residential			
LATITUDE/LONGITUDE (OPTIONAL) (##°-##'-##.###" or ###.####")		HORIZONTAL DATUM: SOURCE: ☐ GPS (Type): ☐ NAD 1927 ☐ NAD 1983 ☐ USGS Quad Map ☐ Other:	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER West Wildwood 345328		B2. COUNTY NAME Cape May		B3. STATE New Jersey	
B4. MAP AND PANEL NUMBER 0001	B5. SUFFIX B	B6. FIRM INDEX DATE 10-17-75	B7. FIRM PANEL EFFECTIVE/REVISED DATE 10-17-75	B8. FLOOD ZONE(S) A-6	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 10.0

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe):

B11. Indicate the elevation datum used for the BFE in B9: ☒ NGVD 1929 ☐ NAVD 1988 ☐ Other (Describe):

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date:

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3a-l below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum Conversion/Comments

Elevation reference mark used NGVD Does the elevation reference mark used appear on the FIRM? ☐ Yes ☒ No

☐ a) Top of bottom floor (including basement or enclosure)	<u>5</u> <u>0</u> ft.(m)
☐ b) Top of next higher floor	<u>8</u> <u>4</u> ft.(m)
☐ c) Bottom of lowest horizontal structural member (V zones only)	<u>n/a</u> <u> </u> ft.(m)
☐ d) Attached garage (top of slab)	<u>n/a</u> <u> </u> ft.(m)
☐ e) Lowest elevation of machinery and/or equipment servicing the building	<u>8</u> <u>4</u> ft.(m)
☐ f) Lowest adjacent grade (LAG)	<u>5</u> <u>0</u> ft.(m)
☐ g) Highest adjacent grade (HAG)	<u>5</u> <u>0</u> ft.(m)
☐ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade	<u>0</u>
☐ i) Total area of all permanent openings (flood vents) in C3h	<u>0</u> sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

William M. Kemp

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME William M. Kemp		LICENSE NUMBER 19460	
TITLE Owner		COMPANY NAME William M. Kemp, Land Surveyor	
ADDRESS 135-W Burk Avenue		CITY Wildwood	
SIGNATURE <i>William M. Kemp</i>		STATE N.J.	
DATE 8-12-02		ZIP CODE 08260	
TELEPHONE 1-609-729-1858			

Dec. 28. 2012 10:14AM

Original

291150713650 01

POLICY NO. FL

8/16/2012 - 8/15/2013

POLICY TERM

\$106,400.00

AMT OF BLDG COV AT TIME OF LOSS

\$0.00

AMT OF CONTS COV AT TIME OF LOSS

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

PROOF OF LOSS

(See reverse side for Privacy Act Statement and
Paperwork Burden Disclosure Notice)

O.M.B. No. 1060-0005
Expires October 31, 2013

ANCHOR INSURANCE AGENCY INC

AGENT

P O BOX 215, RIO GRANDE, NJ 08424-
0215

AGENCY AT

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of
William and Ann Marie [REDACTED] W [REDACTED] Ave; West Wildwood, NJ 08260

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and
assignments attached thereto.

TIME AND ORIGIN A Flood loss occurred about the hour of Ten o'clock PM.,

on the 29 day of October, 2012. The cause of the said loss was:

Tidal Waters Overflow

OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other
purpose whatsoever:

Owner

INTEREST No other person or persons had any interest therein or encumbrance thereon except:

POLICE AND FIRE FEDERAL

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is	\$106,400.00
2. ACTUAL CASH VALUE of building structures	\$43,091.76
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured	\$1,000.00
4. ACTUAL CASH VALUE OF ALL PROPERTY	\$44,091.76
5. FULL COST OF REPAIR OR REPLACEMENT (building and contents)	\$28,454.91
6. LESS APPLICABLE DEPRECIATION	\$1,422.06
7. ACTUAL CASH VALUE LOSS is	\$28,032.86
8. LESS DEDUCTIBLES	\$2,000.00
9. NET AMOUNT CLAIMED under above numbered policy is	\$26,032.86

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of
your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were
destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to
the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and
Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any
false answers or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over the insurer all rights,
claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or
advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who
may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this 28th day of December, 2012

Signature William [REDACTED]

Signature Anne Marie [REDACTED]

Rec'd and
Covered
Costs for
inside
of house
damage

Supplemental

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 1660-0005
Expires October 31, 2013

29 [REDACTED]
POLICY NO. [REDACTED]

8/15/2012 - 8/15/2013
POLICY TERM

(See reverse side for Privacy Act Statement
and Paperwork Burden Disclosure Notice)

PROOF OF LOSS

\$106,400.00
AMT OF BLDG COV AT TIME OF LOSS

ANCHOR INSURANCE AGENCY INC.
AGENT

\$0.00
AMT OF CONTS COV AT TIME OF LOSS

PO BOX 216, RIO GRANDE, NJ 08424
AGENCY AT

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of

William and Anne Marie [REDACTED] Ave.,
West Wildwood, NJ 08260

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN. A FLOOD loss occurred about the hour of TEN o'clock P. M.,
on the 29 day of Oct. 2012. The cause of said loss was:

OCCUPANCY DUE TO TIDAL WATERS OVERFLOWING AND FORCES FROM HURRICANE SANDY
The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

INTEREST OWNER
No other person or persons had any interest therein or encumbrance thereon except

POLICE AND FIRE FEDERAL CREDIT

1. FULL AMOUNT OF INSURANCE application to the property for which claim is presented is.....\$ 106,400.00
2. ACTUAL CASH VALUE of building structures.....\$ 27,100
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured.....\$ 0
4. ACTUAL CASH VALUE OF ALL PROPERTY.....\$ 27,100.00
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....\$ 32,800.00
6. LESS APPLICABLE DEPRECIATION.....\$ 0
7. ACTUAL CASH VALUE LOSS is.....\$ 32,800.00
8. LESS DEDUCTIBLES.....\$ DEDUCTED FROM ORIG
9. NET AMOUNT CLAIMED under above numbered policy is.....\$ 32,800.00

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amending thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine of imprisonment under applicable United State Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this 30th day of JULY, 2013

Name

[Signature] [Signature]