



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8585

RECEIVED

SEP 12 2018

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul (if cash: receipt number _____))
 - Copy of the City-issued orders/letter being appealed
 - Attachments you may wish to include
 - This appeal form completed
 - Walk-In OR Mail-In
- for abatement orders only: Email OR Fax

HEARING DATE & TIME (provided by Legislative Hearing Office) Tuesday, <u>September 18, 2018</u>
Time <u>2:30 p.m.</u>
Location of Hearing: Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 1365 ARKWRIGHT City: ST PAUL State: MN Zip: 55130

Appellant/Applicant: ANGELINA REESE Email angelina.reese24@gmail.com

Phone Numbers: Business _____ Residence _____ Cell 651-352-7317

Signature: Angelina Reese Date: 9-12-2018

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why?

Attachments Are Acceptable

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

See attached letter

To: Department of Safety and Inspections

From: Angelina Lim Yee Reese

PO Box 4121

St Paul MN 55101-4121

Subject: Vacant Building Registration Notice

Date: 9/12/2018

I am filing an appeal to waive the vacant building registration fee. Refer to the attached Vacant Building Registration Notice dated 9/6/2018.

Attached is a fully executed Purchase Agreement dated 8/24/2018 with the closing date 9/17/2018.

I understand the City work order has to be completed in a timely manner. I found an issue with moisture in the unit. Refer to Encompass report (The report is attached to the Purchase Agreement). The report addresses the issue with the deficient attic ventilation and makes recommendations to fix the problem associated with attic ventilation of the building. The attic ventilation issues need to be corrected by the Association to alleviate possible water/moisture migration from the common element attic space into the ceiling area, and into the walls, surrounding the unit.

My attorney brought the attic ventilation problem and the need to correct it to the association's attention. There has been much time wasted with the row between the board members of the association and my attorney. The incompleteness of the City work order led to 'Category 2 vacant building'. I realized it was a mistake to follow my attorney's advice which dragged out the matter instead of finding a more timely workable solution.

Since the association is not addressing the attic ventilation issue, I decided to find a buyer who has the financial means to rehab the unit and finish the work order according to the City standard.

If 'Category 2 vacant building' is removed together with the vacant building registration fee, the buyer and I can complete the closing sooner and the buyer can then proceed to address the problems identified as needing repairs in the work order much sooner which will be in everybody's best interests.



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806Telephone: 651-266-8989
Facsimile: 651-266-1919
www.stpaul.gov/dsi

September 06, 2018

Angelina Lim Yee Reese
13 Riviera Ave

VACANT BUILDING REGISTRATION NOTICE

The premises at 1365 ARKWRIGHT ST UNIT 5 has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of \$2,127.00. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

Please return the enclosed registration form along with your payment by October 06, 2018.

Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

You may file an appeal to this fee or registration requirements by contacting the City Clerk's Office by calling (651)266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a Certificate of Occupancy OR Certificate of Code Compliance prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , Tom Friel, at 651-266-1906 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Tom Friel, at 651-266-1906.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: tf
vb_registration_notice 11/14



ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2018 Minnesota Association of REALTORS®, Edina, MN

1. Date 08/24/2018

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 22nd, 2018,
4. pertaining to the purchase and sale of the Property located at 1365 Arkwright Street
5. 203 Saint Paul MN 55130

6. *This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).*

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
8. the same, as stated in the Purchase Agreement, except the following:

9. *(Select appropriate changes from original offer.)*

10. Sale price shall be \$ 26,000.00

11. Earnest money shall be a total of \$ _____

12. Cash of _____ percent (%) of the sale price, which includes the earnest money.

13. Mortgage financing of _____ percent (%) of the sale price.

14. Closing date shall be September 17th, 2018

15. Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____

16. Seller shall pay Buyer's closing costs, prepaids, insurance and _____

17. not to exceed \$ _____ or _____ percent (%) of the sale price.

18. OTHER: _____

19. _____

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. Angelina Reese 08/24/2018
(Seller) (Date)
8/24/2018 10:52:16 AM CDT

Stacy Roxberg
(Buyer) (Date)
8/24/2018 3:25:23 PM CDT

27. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

28. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



PURCHASE AGREEMENT

138. Page 4 Date _____

139. Property located at _____

140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____

142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

143. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid

144. at the closing of this transaction as follows:

145. _____ paid by Buyer AT CLOSING ADDED TO MORTGAGE AMOUNT

146. _____ paid by Seller (Check one.)

147. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

148. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Department of Veterans' Affairs."

154. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and annual installments of special assessments certified to yearly taxes.**

156. **OTHER MORTGAGE FINANCING ITEMS:** _____

157. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

159. Seller IS IS NOT contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: (Check one.)

160. \$ _____

161. _____ percent (%) of the sale price
162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

170. Buyer has been made aware of the availability of Property Inspections. Buyer ELECTS DECLINES to have a
171. Property inspection performed at Buyer's expense. (Check one.)

172. This Purchase Agreement IS IS NOT contingent upon any inspection(s) of the Property obtained by Buyer to
173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
174. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**
175. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,
176. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
177. condition or otherwise damages the Property.

178. Seller DOES DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s). (Check one.)

179. If answer is DOES, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's

180. intrusive testing at Buyer's sole expense.



PURCHASE AGREEMENT

181. Page 5 Date _____

182. Property located at _____

183. Seller will provide access to attic(s) and crawlspace(s).

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within _____ Calendar Days of Final
185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of
187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before
190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase
191. Agreement shall be in full force and effect.

192. **OTHER INSPECTION ITEMS:** _____

193. _____

194. _____

195. _____

SALE OF BUYER'S PROPERTY:

196. (Check one.)

198. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
199. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

200. OR

201. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
202. _____, which is scheduled to close on

203. _____, 20____ pursuant to a fully executed purchase agreement. If Buyer's
204. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
205. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
206. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
207. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
208. Agreement, if applicable.

209. ~~OR~~

210. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
211. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

213. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
214. including all penalties and interest.

215. Buyer shall pay ~~PRORATED FROM DAY OF CLOSING~~ ALL NONE _____ /12ths OF real estate taxes
216. due and payable in the year of closing. (Check one.)

217. Seller shall pay ~~PRORATED TO DAY OF CLOSING~~ ALL NONE _____ /12ths OF real estate taxes due and
218. payable in the year of closing. (Check one.)

219. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller SHALL SHALL NOT
220. pay the difference between the homestead and non-homestead. (Check one.)

221. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
222. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.



PURCHASE AGREEMENT

223. Page 6 Date _____

224. Property located at _____

225. DEFERRED TAXES/SPECIAL ASSESSMENTS:

226. [] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

228. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

231. [] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.

233. [] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

237. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

239. As of the date of this Purchase Agreement, Seller represents that Seller [] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

249. ADDITIONAL PROVISIONS:

250. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated _____, 20____.

251. (If answer is IS, said cancellation shall be obtained no later than _____, 20____.

253. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

256. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

257. [X] WARRANTY DEED [] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED [] TRUSTEE'S DEED

258. [] OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

- 259. (a) building and zoning laws, ordinances, and state and federal regulations;
260. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
261. (c) reservation of any mineral rights by the State of Minnesota;
262. (d) utility and drainage easements which do not interfere with existing improvements;
263. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

264. _____; and

265. (f) others (must be specified in writing): _____

266. _____



PURCHASE AGREEMENT

267. Page 7 Date _____

- 268. Property located at _____
- 269. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
- 270. **IMMEDIATELY AFTER CLOSING;** or
- 271. **OTHER:** _____
- 272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
- 273. by possession date.
- 274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
- 275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
- 276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
- 277. Agreement.
- 278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
- 279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
- 282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
- 283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
- 284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
- 285. assisting Seller, upon cancellation of this Purchase Agreement; and
- 286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
- 287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
- 288. title opinion at Buyer's selection and cost and provide a copy to Seller.
- 289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
- 290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
- 291. following:
- 292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
- 293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
- 294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
- 295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
- 296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
- 297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
- 298. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
- 299. refunded to Buyer.
- 300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
- 301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
- 302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
- 303. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
- 304. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
- 305. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
- 306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
- 307. construction, alteration, or repair of any structure on, or improvement to, the Property.
- 308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
- 309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
- 310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
- 311. such notices received by Seller shall be provided to Buyer immediately.
- 312. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
- 313. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
- 314. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 315. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
- 316. inspections agreed to here.

MN:PA-7 (8/18)



PURCHASE AGREEMENT

399. Page 10 Date _____

400. Property located at _____

DUAL AGENCY REPRESENTATION

402. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

403. Dual Agency representation **DOES NOT** apply in this transaction. Do not complete lines 404-420.

404. Dual Agency representation **DOES** apply in this transaction. Complete the disclosure in lines 405-420.

405. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
406. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
407. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
408. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
409. Seller(s) and Buyer(s) acknowledge that
410. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
411. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
412. information will be shared;
413. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
414. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
415. the sale.

416. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
417. and its salesperson to act as dual agents in this transaction.

418. Seller _____ Buyer _____

419. Seller _____ Buyer _____

420. Date _____ Date _____

421. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
422. cash outlay at closing or reduce the proceeds from the sale.

423. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
424. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
425. the transaction at the time these documents are provided to Buyer and Seller.

426. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
427. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
428. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
429. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

430. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
431. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
432. the closing and delivery of the deed.

433. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
434. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
435. identification numbers or Social Security numbers.

436. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
437. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
438. compliance, as the respective licensee's representing or assisting either party will be unable to assure either
439. party whether the transaction is exempt from FIRPTA withholding requirements.

440. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
441. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
442. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
443. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
444. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
445. Agreement.



PURCHASE AGREEMENT

484. Page 12 Date _____

485. Property located at _____
486. I agree to sell the Property for the price and on the
487. terms and conditions set forth above.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.
I have reviewed all pages of this Purchase
Agreement.

489. Agreement.
490. If checked, this Purchase Agreement is subject to
491. attached Addendum to Purchase Agreement:
492. Counteroffer.

493. **FIRPTA:** Seller represents and warrants, under penalty
494. of perjury, that Seller IS IS NOT a foreign person (i.e., a
----- (Check one.) -----
495. non-resident alien individual, foreign corporation, foreign
496. partnership, foreign trust, or foreign estate for purposes of
497. income taxation. (See lines 426-439.) This representation
498. and warranty shall survive the closing of the transaction
499. and the delivery of the deed.

500. X ^{Authentign} Angelina Reese 08/24/2018
(Seller's Signature) (Date)
See 8/23/18 10:55:47 AM CDT

X ^{8/22/18} [Signature] _____
(Buyer's Signature) (Date)

501. X Angelina Reese
(Seller's Printed Name)

X Rock Rehab
(Buyer's Printed Name)

502. X _____
(Marital Status)

X _____
(Marital Status)

503. X _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

504. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

505. X _____
(Marital Status)

X _____
(Marital Status)

506. **FINAL ACCEPTANCE DATE:** 08/24/2018
507. is the date on which the fully executed Purchase Agreement is delivered. The Final Acceptance Date

508. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
509. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE
511. STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,
512. WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

513. SELLER(S) ^{Authentign} Angelina Reese
8/24/2018 10:56:06 AM CDT

BUYER(S) [Signature] _____
BUYER(S) _____

514. SELLER(S) _____



**ADDENDUM TO PURCHASE AGREEMENT:
CONDOMINIUM/TOWNHOUSE/
COOPERATIVE
COMMON INTEREST COMMUNITY ("CIC")**

48. Page 2

49. Property located at _____
50. prior to the date of this Purchase Agreement or the date of conveyance, whichever is earlier. The Association may
51. charge a reasonable fee for providing the required documents, which shall be paid by Seller. A Seller, on resale
52. of the Property, is not liable to Buyer for any erroneous information provided by the Association and included in the
53. *Resale Disclosure Certificate*. Nor is a Seller, on resale of the Property, liable to Buyer for failure of the Association
54. to provide the *Resale Disclosure Certificate*, or for a delay by the Association in providing said *Disclosure Certificate*
55. in a timely manner. For an initial sale of the Property, a declarant of a common interest community may be liable
56. to provide the *Disclosure Statement* and its contents.
57. **Receipt of the documents relating to the Association and/or the Master Association, if applicable, by Buyer's**
58. **agent, or licensee representing or assisting Buyer, shall constitute delivery of documents to Buyer.**
59. **RIGHT TO CANCEL PURCHASE AGREEMENT: Unless Buyer received Association documents (described on lines**
60. **36-56) more than ten (10) days before signing the Purchase Agreement, Buyer has the right to cancel this**
61. **Purchase Agreement within ten (10) days of receipt of said documents. This ten (10)-day right of rescission**
62. **begins when the last document relating to the Association and/or the Master Association, if applicable, is**
63. **delivered.** If an *Amendment to a Disclosure Statement* (for an initial sale of the Property only) materially and adversely
64. affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days after delivery of the
65. *Amendment*. If Buyer elects to cancel this Purchase Agreement, the Purchase Agreement is canceled. Buyer and Seller shall
66. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
67. paid here to be refunded to Buyer. Buyer shall return all documents to Seller or shall reimburse Seller for Seller's
68. cost to obtain the documents. Buyer may cancel, without penalty, by either delivering written notice of cancellation to
69. Seller, or licensee representing or assisting Seller, or by mailing such notice by postage-prepaid U.S. mail, to Seller,
70. or licensee representing or assisting Seller, within said ten (10)-day period. On residential transactions, the ten (10)-
71. day rescission period, after delivery of the *Disclosure Statement*, *Amendment to the Disclosure Statement*, or the
72. *Resale Disclosure Certificate*, may be modified or waived, in writing, by agreement of Buyer of a unit **ONLY AFTER**
73. Buyer has received and had an opportunity to review the *Disclosure Statement*, *Amendment to the Disclosure Statement*,
74. or *Resale Disclosure Certificate*. The person required to deliver a *Disclosure Statement*, *Amendment to the Disclosure*
75. *Statement*, or the *Resale Disclosure Certificate* may not condition the sale of the unit on Buyer agreeing to modify or
76. waive Buyer's ten (10)-day right of rescission, may not contractually obligate Buyer to modify or waive Buyer's ten (10)-
77. day right of rescission, and may not include a modification or waiver of the ten (10)-day right of rescission in any purchase
78. agreement for the unit. To be effective, a modification or waiver of Buyer's ten (10)-day right of rescission must be
79. evidenced by an instrument separate from the Purchase Agreement signed by Buyer more than **THREE (3) DAYS**
80. after Buyer receives the *Disclosure Statement*, *Amendment to Disclosure Statement*, or the *Resale Disclosure Certificate*.
81. On residential transactions, the ten (10)-day rescission period may also be waived or shortened by Buyer's acceptance
82. of conveyance (closing) of the Property, in accordance with MN Statute 515B.
83. **ASSOCIATION REPLACEMENT RESERVES AND ASSESSMENTS:** The selling price includes any funds held in
84. replacement reserve by the Unit Owners' Association for repairs or capital improvements. There shall be no adjustment
85. at closing for such replacement reserves, except for such portion of the current (month of closing) monthly assessments
86. allotted for such replacement reserves.
87. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by
88. Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in
89. the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid
90. receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as
91. required by Unit Owners' Association documents.
92. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Unit Owners' Association special assessments shall be
93. handled as specified on page six (6) of the Purchase Agreement. Seller makes no representation or warranty whatsoever
94. concerning the amount of Unit Owners' Association assessments which may be assessed against the Property after
95. the date of closing. Such information, if known, is reflected in the *Disclosura Statement* or *Resale Disclosure Certificate*.
96. However, Seller shall provide Buyer with any written notice received by Seller from the Unit Owners' Association relating
97. to potential expenditures which may occur subsequent to the date of closing.



ADDENDUM TO PURCHASE AGREEMENT:
CONDOMINIUM/TOWNHOUSE/
COOPERATIVE
COMMON INTEREST COMMUNITY ("CIC")

141. Page 4

- 142. Property located at _____
- 143. MN Statute 515B.4-101(c) Neither a *Disclosure Statement* nor a *Resale Disclosure Certificate* need be prepared
- 144. or delivered in the case of
 - 145. (1) a gratuitous transfer;
 - 146. (2) a transfer pursuant to a court order;
 - 147. (3) a transfer to a government or governmental agency;
 - 148. (4) a transfer to a secured party by foreclosure or deed in lieu of foreclosure;
 - 149. (5) an option to purchase a unit, until exercised;
 - 150. (6) a transfer to a person who "controls," or is "controlled by," the grantor, as those terms are defined with respect
 - 151. to a declarant under MN Statute 515B.1-103(2);
 - 152. (7) a transfer by inheritance;
 - 153. (8) a transfer of special declarant rights under MN Statute 515B.3-104 for associations created before August 1,
 - 154. 2010, and section 515B.3-1041 for associations created on or after August 1, 2010; or
 - 155. (9) a transfer in connection with a change of form of common interest community under MN Statute
 - 156. 515B.2-123.
- 157. A *Disclosure Statement* and a *Resale Disclosure Certificate* can be waived by written agreement of purchasers of a
- 158. unit which is restricted to nonresidential use.

159. Authentisign
Angelina Reese 08/24/2018
 (Seller) 8/24/2018 10:56:27 AM CDT (Date)

(Buyer)  (Date) 8/22/18

160. _____
 (Seller) (Date)

(Buyer) _____ (Date)

161. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
 162. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:APA:CIC-4 (8/17)

⑆123456789⑆

№

6093

Rock Rehab
1737 Wildhurst Lane
Mound, MN 55364
612-280-0700

DATE

8/22/18

17-1/910

\$ 10,000.00

Pay to the order of

KW
Cash on Hand

WELLS FARGO BANK, N.A.

DEBIT

Ⓜ

WELLS FARGO BANK, N.A.

2018

⑆00000⑆ ⑆091000019⑆ 7854555726⑆

[Signature]



**ADDENDUM TO PURCHASE AGREEMENT:
BUYER PURCHASING "AS IS" AND
LIMITATION OF SELLER LIABILITY**

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- 1. Date 08/24/2018
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
 4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
 5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated August 22nd, 2018,
 7. pertaining to the purchase and sale of the Property located at 1365 Arkwright Street
 8. 203 Saint Paul MN 55130

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property,
 10. including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing,
 11. Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order
 12. to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall
 13. remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed.
 16. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*.
 17. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations
 18. regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing,
 19. Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory
 20. to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims
 21. related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
 23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
 24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. Angelina Reese 08/24/2018 Stacy Roxberg
 (Seller) 8/24/2018 10:58:44 AM CDT (Date) (Buyer) 8/24/2018 4:21:09 PM CDT (Date)

26. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
 28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:AI (8/17)



**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 1365 Arkwright Street 203

55. City of Saint Paul, County of Ramsey, State of Minnesota.

56. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
57. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
58. dated August 22nd, 20 18, including claims of fraud, misrepresentation, warranty and
59. negligence, shall be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall
60. be the arbitration service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota
61. Association of REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in
62. effect at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on
63. page one (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*.
64. This Agreement is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers
65. have agreed to arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one
66. licensee of a broker shall bind the broker and all licensees of that broker.

67. Angelina Reese 08/24/2018
(Seller's Signature) (Date)
8/24/2018 10:58:53 AM CDT

Stacy Roalberg
(Buyer's Signature) (Date)
8/24/2018 3:25:25 PM CDT

68. Angelina Reese
(Seller's Printed Name)

Rock Rehab
(Buyer's Printed Name)

69. _____
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

70. _____
(Seller's Printed Name)

(Buyer's Printed Name)

71. Michelle W Kwan 08/24/2018
(Licensee Representing or Assisting Seller) (Date)
8/24/2018 11:02:38 AM CDT

Dustin M Hanneman
(Licensee Representing or Assisting Buyer) (Date)

72. Keller Williams Integrity Realty
(Company Name)

Prime Real Estate Inc
(Company Name)

73. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
74. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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- 1. Date 8/21/2018
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 1365 Arkwright Street #203
6. City of Saint Paul, County of Ramsey, State of Minnesota.

7. NOTICE: Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the
10. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1) [] QUALIFIED THIRD-PARTY INSPECTION; Seller shall provide to prospective Buyer a written report that
15. discloses material information relating to the real property that has been prepared by a qualified third party.
16. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
21. that is included in a written report, or material facts known by Seller that are not included in the
22. report.

23. The inspection report was prepared by
24. and dated, 20.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

36. 2) [x] WAIVER: The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. NOTE: If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or
46. abridge any obligation for Seller disclosure created by any other law.



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

48. Property located at 1365 Arkwright Street #203 Saint Paul MN 55130

49. OTHER REQUIRED DISCLOSURES:

50. NOTE: In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.

54. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller certifies that Seller [] DOES [X] DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)
59. [] There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)
61. [] There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

63. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)

65. [X] Seller certifies that Seller does not know of any wells on the above-described real property.
66. [] Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)
68. Are there any wells serving the above-described property that are not located on the property? [] Yes [] No
69. To your knowledge, is the property in a Special Well Construction Area? [] Yes [] No

70. Comments:
71. _____

72. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 18)

73. There [] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments:
78. _____

79. D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller [] IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described here.

85. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
92. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
93. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.





DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES
179. Page 5

180. Property located at 1365 Arkwright Street #203 Saint Paul MN 55130

181. K. SELLER'S STATEMENT:

182. (To be signed at time of listing.)

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
189. provide a copy to the prospective buyer.

190. QUALIFIED THIRD-PARTY INSPECTION: If Seller has made a disclosure under the Qualified Third-Party
191. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
192. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
193. the property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment to
194. Disclosure Statement form.

195. WAIVER: If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
196. and will NOT disclose any new or changed information regarding facts.

197. OTHER REQUIRED DISCLOSURES (Sections A-F): Whether Seller has elected a Qualified-Third Party Inspection
198. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
199. Disclosures up to the time of closing. To disclose new or changed facts, please use the Amendment to Seller's
200. Disclosure form.

201. [Signature] 8/21/2018
(Seller) (Date) (Seller) (Date)

202. L. BUYER'S ACKNOWLEDGEMENT:

203. (To be signed at time of purchase agreement.)

204. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Disclosure Alternatives form and agree to
205. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
206. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
207. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
208. for any inspections or warranties the party(ies) may wish to obtain.

209. The information disclosed is given to the best of the Seller's knowledge.

210. [Signature] Stacy Raxberg
8/24/2018 3:25:26 PM CDT
(Buyer) (Date) (Buyer) (Date)

211. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
212. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.





CITY OF SAINT PAUL

375 Jackson Street, Suite 220
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

July 31, 2018

Bruce Johnson
180 MOUNDS BLVD
ST PAUL MN 55106 USA

CORRECTION NOTICE - RE-INSPECTION COMPLAINT

RE: 1365 ARKWRIGHT ST
Ref. # 14230

Dear Property Representative:

A re-inspection was made on your building on July 26, 2018, in response to a complaint. Since you failed to comply with the applicable requirements it has become necessary to revoke the Certificate of Occupancy for Bldg. 1 unit 203 in accordance with section 40.06 of the St. Paul legislative code.

The Saint Paul Legislative Code requires that no building, or part thereof, shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. Bldg. 1 Unit 203 - Throughout - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work may require a permit(s). Call DSI at (651) 266-8989. Repair all damaged or missing light fixtures and outlets, this work requires a licensed contractor, the installation of the baseboard electric heat will require a licensed contractor and an electrical permit.
2. Bldg. 1 Unit 203 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair or replace and maintain the woodwork in an approved manner. Provide woodworking around the doors and flooring.
3. Bldg. 1 Unit 203 - Throughout - SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unfit for human habitation. This occupancy must not be used until re-inspected and approved by this office. This occupancy must not be used until re-inspected and approved by this office. Condemnation of this unit is due to but not limited to: Electric baseboard heaters have been removed resulting in no heat, and gypsum board walls and subfloor have been removed due to water/moisture infiltration.

4. Bldg. 1 Unit 203 - Throughout - MSFC 605.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Provide cover plates for the outlets and the switches.
5. Unit 203 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner. Repair the damage to the walls where the gypsum board has been removed because of water damage and finish the repairs to the walls that have been started.
6. Unit 203 - Throughout - SPLC 34.10 (7), 34.17(5) - Repair and maintain the floor in an approved manner. Provide flooring and repair the subfloor throughout the unit that has been removed because of water damage.
7. Unit 203 - Throughout - MSBC -Section 105.1 - Permits Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. Work being done requires a permit. Have the building, plumbing and electrical permit inspected and closed out for the work being done.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: 651-266-8585 and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at brian.schmidt@ci.stpaul.mn.us or call me at 651-266-8981 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Brian Schmidt
Fire Inspector

Ref. # 14230

[SR]



Photograph # 1: North, rear wall where demo has occurred



Photograph # 2: Staining on floor below the window in Photo 1



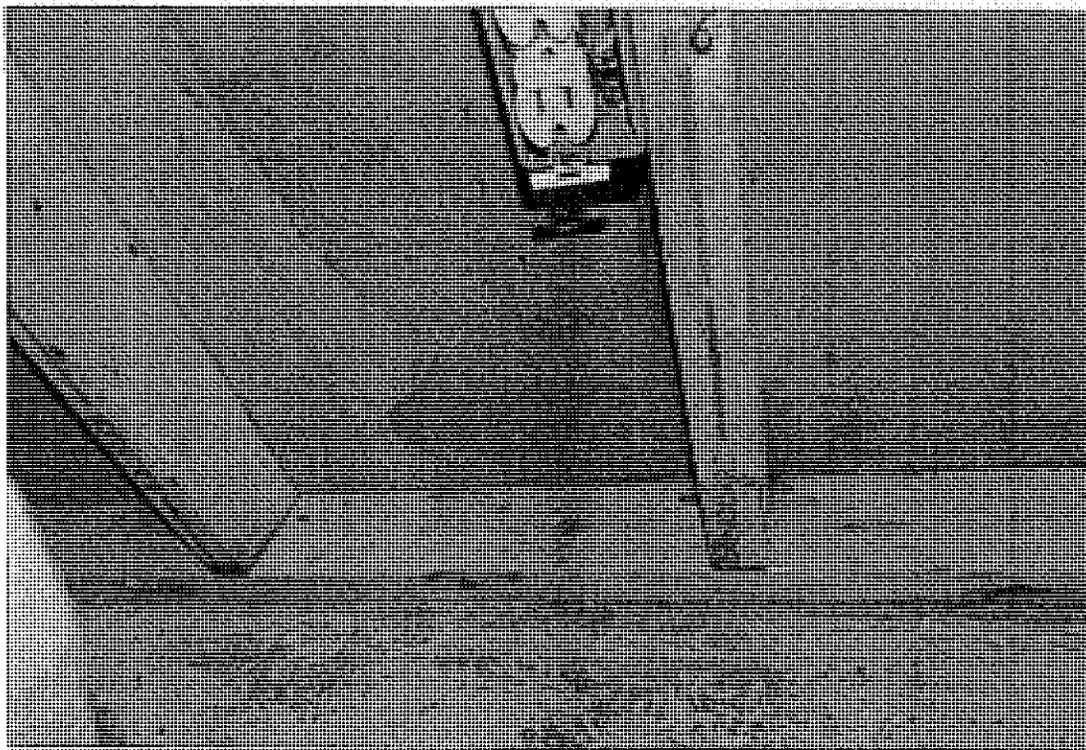
Photograph # 3: Staining on floor below the window in Photo 1



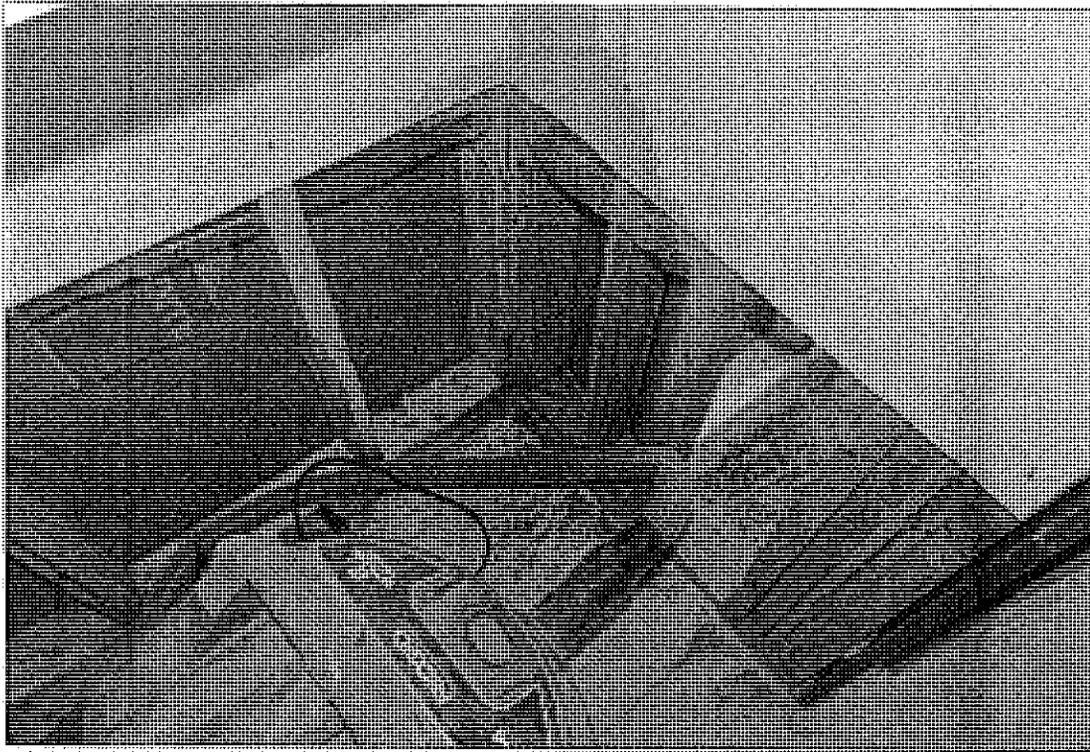
Photograph # 4: Water staining on floor below window to the west



Photograph # 5: Close up of water staining below window in Photo 4



Photograph # 6: Water staining in wall to the west of window in Photo 4



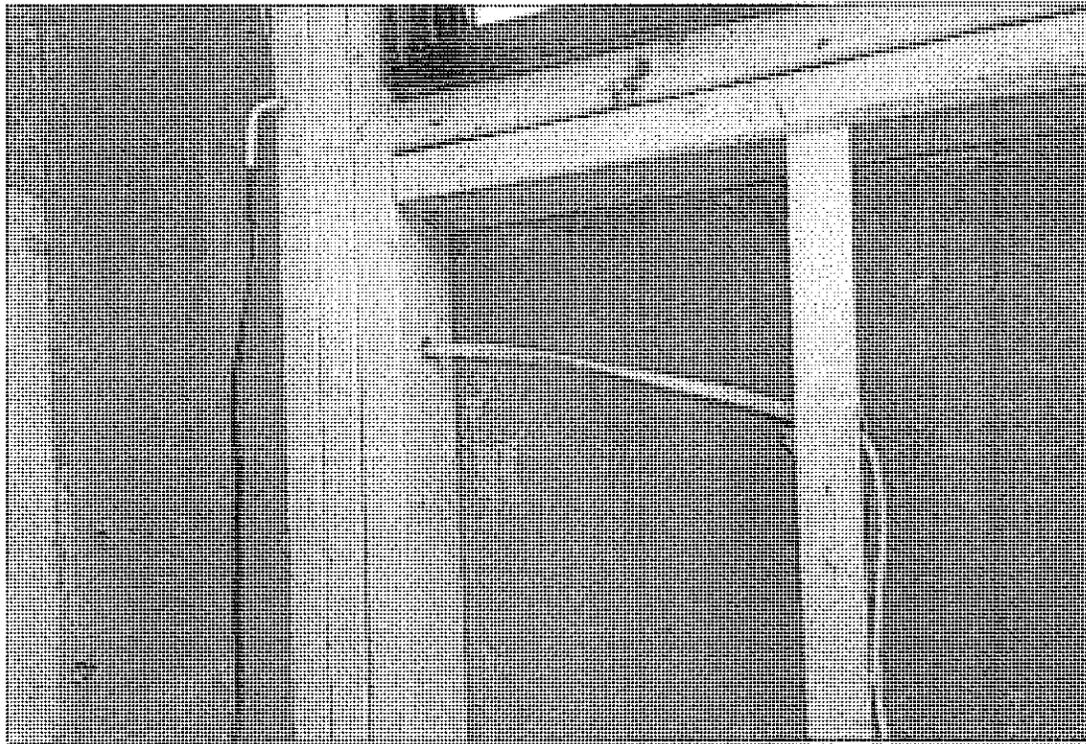
Photograph # 9: Water staining on floor in bump-out across from bathroom



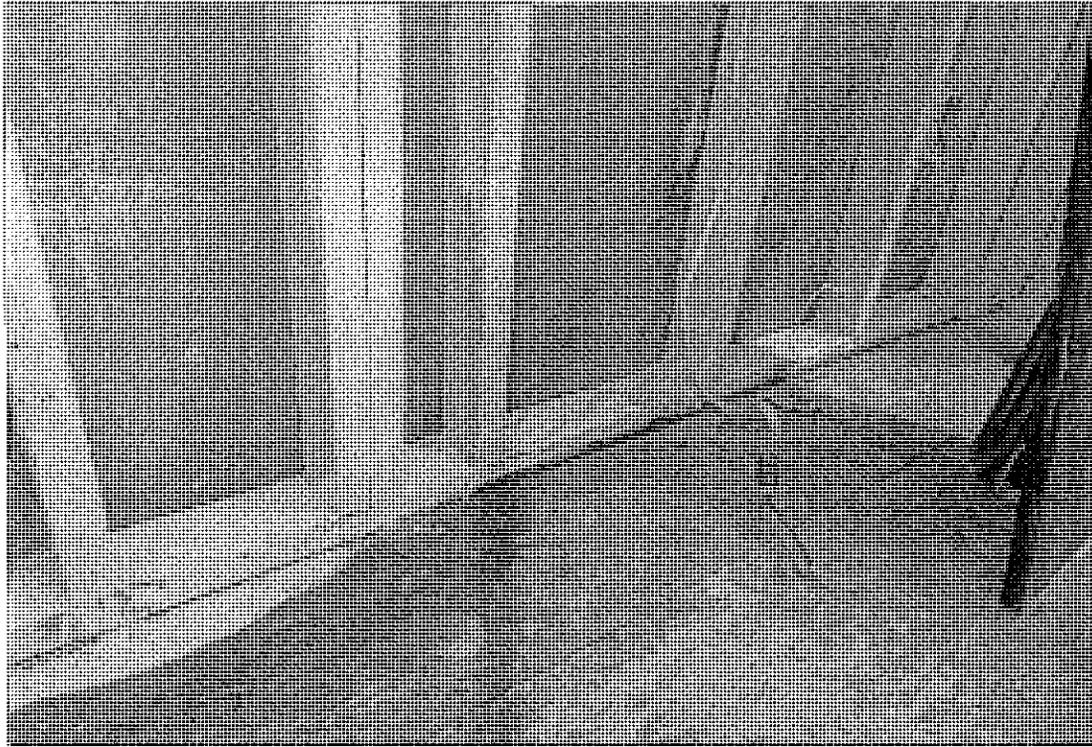
Photograph # 10: Bedroom – water staining on floor; Kilz applied to wall



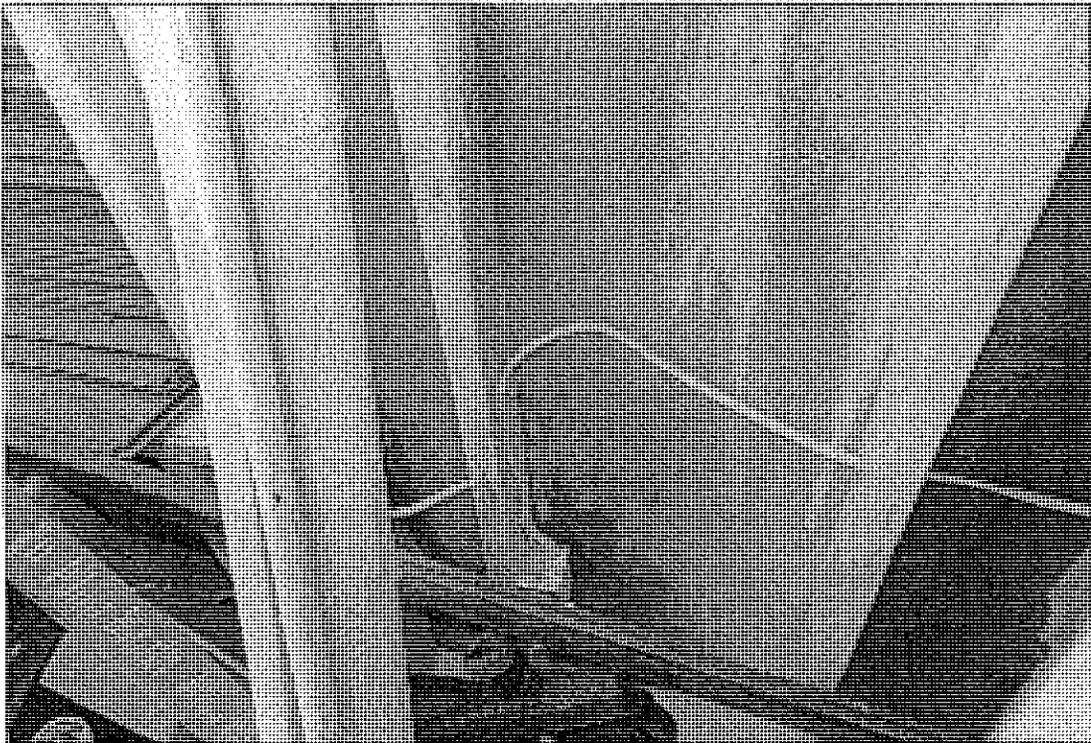
Photograph # 11: Bedroom – water staining on floor; Kilz applied to wall



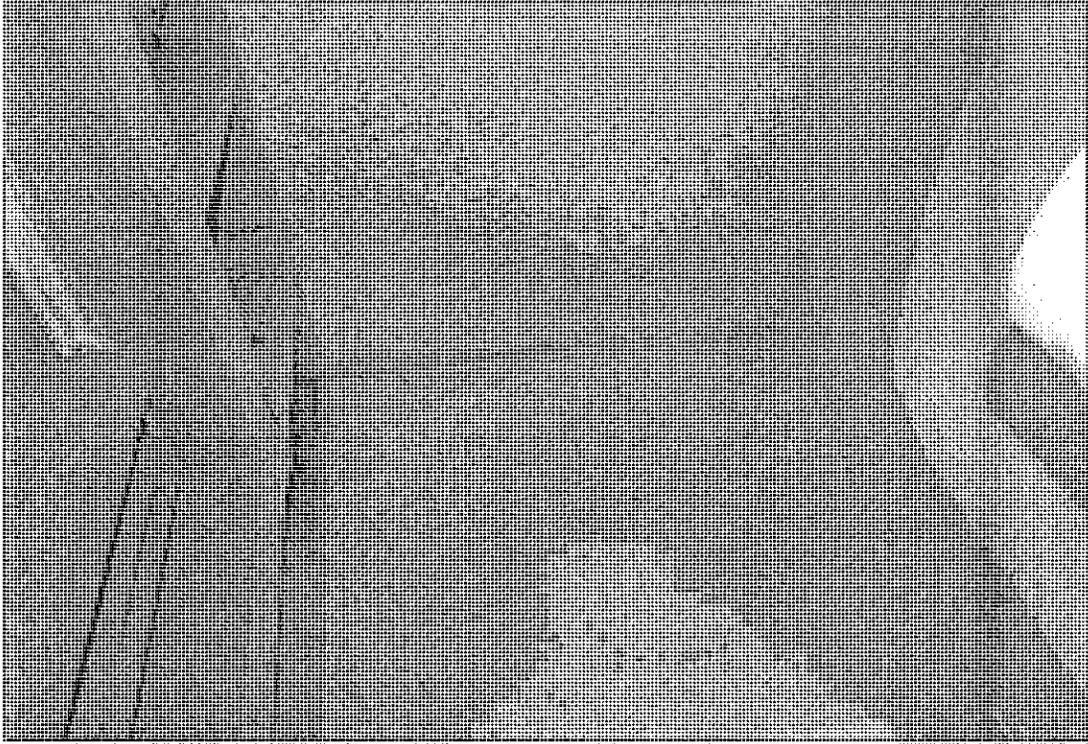
Photograph # 12: Bedroom – water staining on floor; Kilz applied to wall



Photograph # 13: Bedroom – water staining on floor; Kilz applied to wall



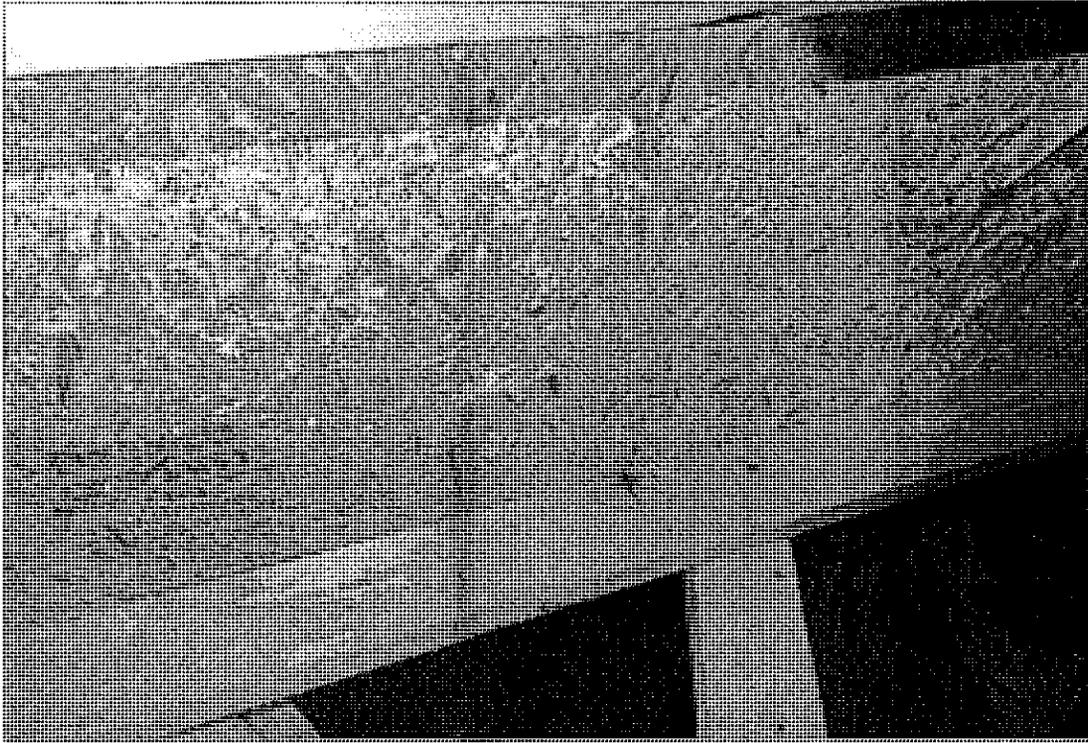
Photograph # 14 Bedroom – water staining on floor; Kilz applied to wall



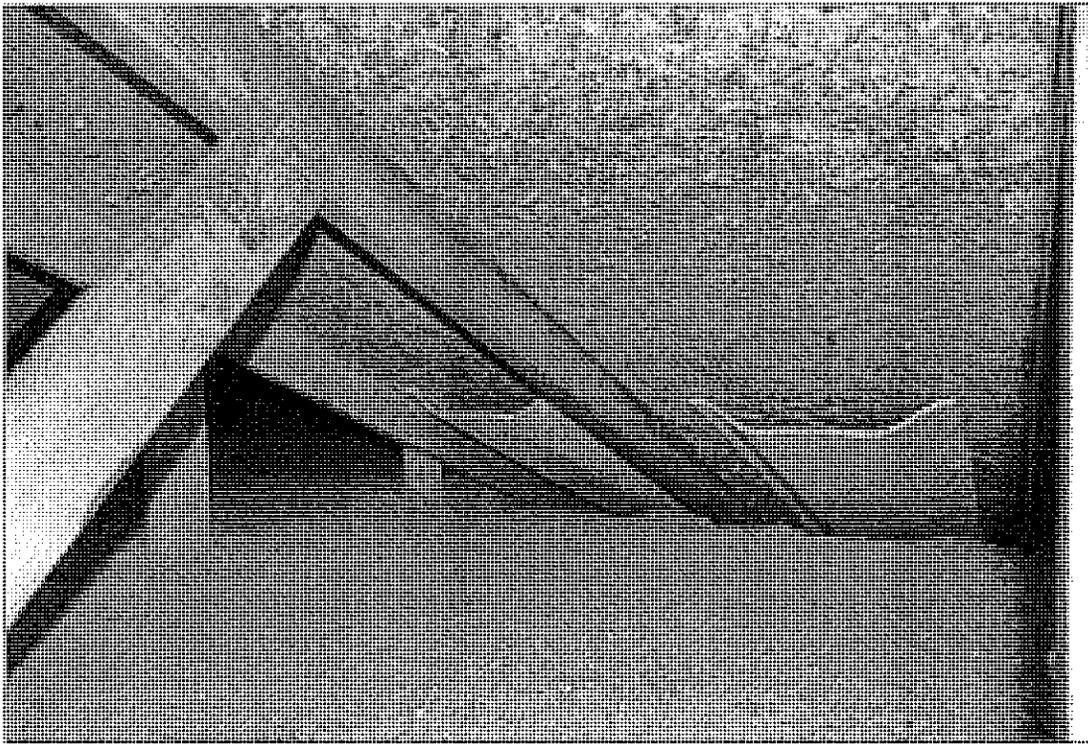
Photograph # 15: Water stains at wall/ceiling



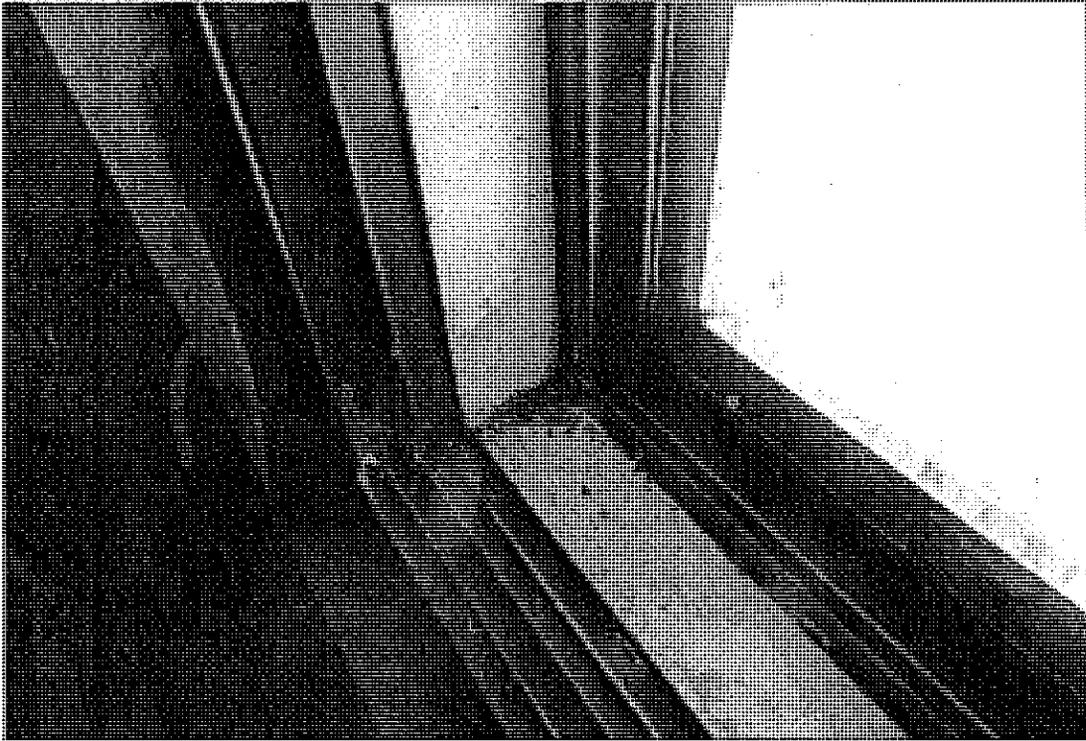
Photograph # 16: Water stains at wall/ceiling



Photograph # 19: Sheathing in good condition



Photograph # 20: Baffles present at eaves



Photograph # 23: Deterioration at window jamb/sill intewrsection



Photograph # 24: No flashing below window

Certified Mold Inspection and Remediation Services, Inc.

2577 Cedar Hills Drive
Minnetonka, MN 55305
612-597-5970

January 8, 2018

Mold Air Sampling and Inspection Report

Client: Angelina Reese

Property address: 1365 Arkwright St, Unit 203, St Paul, MN

Inspection and sampling date: January 4, 2018

Background

The property is vacant and unfurnished. The bathroom was gutted, exposing the subfloor and some wall framing. Some drywall and flooring were removed from the remainder of the dwelling. Some walls framing and all subflooring were exposed.

After a third-party mold remediation project, the client requested that we conduct a mold inspection and indoor sampling for airborne mold spores.

Air Sampling Procedures

The air sampling technique is industry-accepted. A vacuum pump is used to draw 150 cubic liters of air through a disposable spore trap cassette. Airborne mold spores are collected on a microscope slide within the spore trap. The air samples were collected and the spore traps were identified with an indelible marker as well as serial numbers. The samples were submitted under Chain of Custody documentation to an independent laboratory, EMSL Analytical, Inc., Plymouth, MN for microscopic analyses.

EMSL document of findings accompanies this report.

Air Sampling Findings

[SR]

The quantity of spores collected on January 2, 2018 was 256 per 150 cubic liters of air. The laboratory calculated this to be equivalent to 5360 spores per cubic meter of air.

Discussion

Our experience is that approximately 1250 or fewer mold spores per cubic meter of air are typical of indoor environments in Minnesota during cold seasons.

It is notable that both Chaetomium and Stachybotrys mold spore types were detected in the sampling. *When found indoors they are regarded as evidence of a past and/or present mold problem or an incomplete mold remediation process.*

Conclusion

Additional mold remediation work is necessary.

Total airborne mold spore count should be about 1250/cubic meter of air.

No Chaetomium or Stachybotrys mold spore types should be present in post-remediation air samples.

Mold Inspection Findings

Excessive indoor humidity remained after the project. There was a heavy frost buildup on all windows and on exposed nail shanks through the exterior walls.

Windowsills and lower surfaces of window frames throughout the property show mold-related discoloration.

Areas of the exposed fiberboard sheathing on the exterior walls show moisture/mold-related discoloration.

Some of the exposed wall framing shows mold-related discoloration, such as on the north wall between the living room window and the hallway closet.

Throughout the unit there are many areas of the subflooring that show mold-related discoloration.

An area of mold-related discoloration under the north window in the bedroom was found to be wet when moisture was measured.

There is an area of mold growth residue on the rear wall of a newer base cabinet

Seal any remaining mold-related discoloration on drywall, wood, or other painted surfaces with mold-resistant primer/sealer paint. This includes only mold-related discoloration, not entire walls and ceilings.

Conduct sampling for airborne mold spores after project completion.

Fees

Non-taxable labor	\$915.00
Mold remediation labor (taxable)	785.00
State sales tax, disinfecting svcs, \$785 @ 6.875%	53.97
Ramsey County transit tax \$785 @ .5%	3.93
St Paul city sales tax \$785 @ .5%	3.93
Mold-resistant primer/sealer paint at cost + sales tax	20.73
Mold testing	<u>270.00</u>
Total	\$2052.56

Terms: Payable in full by cash or check on day of completion. Project completion anticipated in one day.

Notes

This estimate is for mold remediation and described services only. It does not include corrective measures and reconstruction.

Moisture intrusion, indoor moisture, and indoor humidity must be controlled after the remediation project to prevent future mold growth.

A mold remediation report and a receipt will be provided after project payment.

Thomas E. Schultz
Certified Mold Inspector
Certified Mold Remediator

Better Business Bureau Accredited Business, A+ Rating

"Angie's List" Super Service Provider 2006 – Present



