



APPLICATION FOR APPEAL

RECEIVED

AUG 16 2012

CITY CLERK

Saint Paul City Clerk

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8560

The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number _____)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed
- Walk-In OR Mail-In

YOUR HEARING Date and Time:

Tuesday, Aug. 21

Time 11:00 a.m.

Location of Hearing:

Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 612 Sims Ave City: St. Paul State: MN Zip: 55130
Revocation in 620

Appellant/Applicant: Robert Bayer, Receiver Email: rbayer@cbcgriffin.com

Phone Numbers: Business 612-904-7841 Residence _____ Cell 651-895-3943

Signature: Robert P Bayer Date: 8-16-2012

Name of Owner (if other than Appellant): Martin Holdings, LLC

Address (if not Appellant's): 2924 Anthony Lane, Mpls, MN 55418-3255

Phone Numbers: Business 612-789-0927 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
- Fire C of O: Only Egress Windows
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

Revised 3/7/2011

STAMP: 612/614/616/618/620 Sims Ave



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

August 13, 2012

COLDWELL BANKER COMMERCIAL - GRIFFIN COMPANIES
1221 NICOLLET AVE S. SUITE 300
MINNEAPOLIS MN 55403

Revocation of Fire Certificate of Occupancy and Order to Vacate

RE: 620 SIMS AVE
Ref. # 12953

Dear Property Representative:

Your building was inspected on August 13, 2012, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 40.06 of the Saint Paul Legislative Code. A reinspection will be made on September 13, 2012 at 10:00am or the property vacated.

The Saint Paul Legislative Code further provides that no building shall be occupied without a Certificate of Occupancy. Failure to immediately complete the following deficiency list or the building vacated may result in a criminal citation.

DEFICIENCY LIST

1. BASEMENT - MSFC 605.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-9090.
2. BASEMENT - MSFC 605.6 - Provide all openings in junction boxes to be sealed.
3. BASEMENT - MSFC 605.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.
4. BASEMENT - SPLC 34.33 (1) - Abate and maintain the basement reasonably free from dampness and free of mold and mildew.
5. BASEMENT - SPLC 34.11 (4), 34.34 (1), MPC 4515, MPC 326 - Connect or cap the sewer piping in accordance with the plumbing code. -Remove and cap the unused plumbing fixtures or restore to an operational condition.

6. ENTIRE BUILDING - SPLC 34.19 - Provide access to the inspector to all areas of the building.
7. EXTERIOR - SPLC 34.09 (1) e, 34.32 (1) d - Provide and maintained the roof weather tight and free from defects. -Repair the active roof leak.
8. FRST TEAM - EAST DOOR - MSFC 1003.3.1.8 - Remove unapproved locks from the exit doors. The door must be openable from the inside without the use of keys or special knowledge or effort.
9. FRST TEAM - MSFC 605.5 - Discontinue use of extension cords used in lieu of permanent wiring.
10. FRST TEAM - MSFC 605.5 - Remove electrical cords that extend through walls, ceiling, floors, under doors, or floors coverings, or are subjected to environmental or physical damage.
11. FRST TEAM - SPLC 34.09 (2), 34.32(2) - Repair or replace the unsafe stairways, porch, decks or railings in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090. -South door has no steps and enters directly into the alley.
12. FRST TEAM - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the ceiling in an approved manner.
13. WORLD WIDE VILLAGE - MSFC 703 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-9090. -Cover the exposed joists covering the wall separating the warehouse office.

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: (651-266-8688) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: adrian.neis@ci.stpaul.mn.us or call me at 651-266-8992 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

A.J Neis
Fire Inspector

CC: rbayer@cbcgriffin.com
jrossman@frsteam.com



8/13/2012

Mr. Bob Bayer
Coldwell Banker Commercial Griffin Companies
615 1st Avenue NE – Suite 500
Minneapolis, MN 55413

RE: LETTER OF INTENT TO PURCHASE
612 Sims Avenue
St. Paul, MN

Dear Bob:

I am pleased to present this Letter of Intent to purchase the property located at 612 Sims Avenue in St. Paul, MN. Anderson Cleaners is prepared to enter into a formal Purchase Agreement on the following terms and conditions.

| | |
|------------------------|--|
| Seller: | Martin Holdings, LLC |
| Buyer: | Anderson Cleaners/assigns |
| Property: | 612 Sims Avenue St. Paul, MN Ramsey County PID: 29.29.22.42.0289 |
| Purchase Price: | One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) payable in cash at closing |
| Rent Abatement: | During the period from execution of the Purchase Agreement to Closing, Buyer requests that it not be responsible for it's rental obligation at the property. In the event Buyer does not close on the property, all rent during this time shall be due in full and payable within five (5) business days of termination of the Purchase Agreement. |
| Condition: | Investigations will be assisted by Seller making certain disclosures, representation and warranties, which shall include, but not be limited to: condition of title, pending |

or historical legal actions and hazardous materials or environmental conditions.

Inspection Period & Contingencies:

Buyer shall have up to thirty (30) days from mutual execution of a Purchase Agreement to waive the following contingencies ("Due Diligence Period").

Buyer's contingencies shall include:

Financing: Buyer shall obtain acceptable financing for the purchase of the property at Buyer's sole discretion.

Title: Within fifteen (15) days of Purchase Contract execution, Seller shall provide an updated Title Policy to Buyer.

Physical Condition: Seller to provide all available records concerning repair and maintenance for the premises that are in Seller's possessions. Buyer shall have the right to inspect the property including, but not limited to:

- Building's structure
- Roof
- HVAC/Mechanicals
- Electrical systems

Environmental: It is buyer's understanding that a Phase 2 study has been ordered on the property. Purchase of the property is contingent upon the findings in this report.

Documents: Seller to provide copies of all available documents pertaining to maintenance, repair and cost records, warranties, contracts, plans, surveys, reports, etc., that are in Seller's possession.

ALTA Survey: Within fifteen (15) days of an executed Purchase Agreement, Seller shall provide Buyer with an updated ALTA survey.

Regulatory Approvals: Buyer, at its expense and with the cooperation of Seller, will be responsible for obtaining all regulatory approvals including, but not limited to, the City of St. Paul.

In the event any of the above mentioned contingencies are not satisfied or provide unsatisfactory conditions, at

Buyer's sole discretion, within the Due Diligence period, the Buyer may elect to terminate the Purchase Agreement with written notice to Seller. At such time all earnest money shall be refunded to Buyer, and neither party shall have any further obligations.

Closing:

The Closing shall occur within fifteen (15) days of the completion of the Due Diligence Period.

Prorated/Closing Costs:

Seller will pay for a title insurance commitment and Buyer will pay the insurance premium. Seller will pay transfer taxes, state deed taxes, pending or levied special assessments and real estate commissions. Buyer is to pay recording costs. Property taxes are to be paid current and prorated as of the date of closing. All other items to be determined/negotiated, but generally based upon custom and practice.

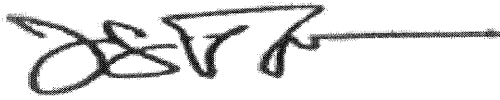
Purchase Agreement Form:

Seller shall prepare, at its expense, within five (5) business days of acceptance of the Letter of Intent, a draft of the Purchase Agreement to be reviewed and negotiated in good faith and executed by the parties with time being of the essence.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter of intent is not intended to create any agreement or obligation by either party to negotiate a definitive purchase agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

If the terms of this letter of intent are acceptable, please sign in the space provided and return no later than 3:00 pm CST on Friday, August 17, 2012. We look forward to working towards a mutually acceptable closing.

Sincerely,




James Rossman

ACKNOWLEDGED AND AGREED:

SELLER:
Martin Holdings, LLC

BUYER:
FRSTeam by Anderson Cleaners

By: _____

By:  _____

Its: _____

Its: *President* _____

Date: _____

Date: *8/13/12* _____