



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 30, 2011

ADAM STROEBEL
TERESA STROEBEL
6246 TENNISON WAY
INDIANAPOLIS IN 46236-7390

work that has been done - as testified to in the Leg. Hrg - MM 9-13-11

Revocation of Fire Certificate of Occupancy and Order to Vacate

RE: 1889 MONTANA AVE E
Ref. # 105624

Dear Property Representative:

Your building was determined to be a registered vacant building on August 30, 2011. Since certificates are for the occupancy of buildings, it has become necessary to revoke the Certificate of Occupancy.

Saint Paul Legislative Code provides that no building shall be occupied without a Certificate of Occupancy. In order to re-occupy the building, the following deficiencies (if applicable) must be corrected and a complete Certificate of Occupancy inspection will be required.

DEFICIENCY LIST

1. 1891 - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door in good condition.- Storm door
2. 1891 - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work will require a permit(s). Call DSI at (651) 266-9090.-Electrical wiring done without a permit.
3. 1891 - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. The minimum size must be 5 square feet of glazed area with a minimum of 24 inches of openable height and 20 inches of openable width. With a finished sill height not more than 48 inches. This work may require permit(s). Call DSI at (651)-266-9090. Refer to the Escape Windows for Residential Occupancies handout for more information.-Remove dresser and or furniture from escape window that would prevent escape through escape window. Bedroom eastside

All obstructions have been removed.

4. 1891 - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work will require a permit(s). Call DSI at (651) 266-9090.
5. 1891 Front Entry Door - MSFC 1011.2 - Remove the materials that cause an exit obstruction. Maintain a clear and unobstructed exitway.-Remove all shoes clothes and other storage that prevent the exitway from being clear. *All obstructions have been removed.*
6. 1891 Garages - MSFC 703 - Provide and maintain fire rated wall construction with approved materials and methods. This work will require a permit(s). Call DSI at (651) 266-9090. The minimum rating must be: 1 HOUR
7. 1889 - SPLC 34.11, SBC 2902.1, SPLC 34.17, MPC 415.0220 - Repair or replace and maintain the plumbing fixture to an operational condition.-Repair or replace and maintain an approved private toilet. Provide approved hardware for toilet. Repair or replace and maintain an approved private tub or shower. This work may require a permit(s). Call LIEP at (651) 266-9090. *Repaired*
8. 1889 - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove gas cans from basement. Can removed at time of inspection. *Combustible materials have been removed.*
9. 1889 - MSFC 1003.3.1.8 - Remove unapproved locks from the unit doors. The door must be openable from the inside without the use of keys or special knowledge or effort.- Remove sliding bolt lock from storm door. *Unapproved locks have been removed*
10. 1889 Shower Head - SPLC 34.11, SBC 2902.1, SPLC 34.17, MPC 415.0220 - Repair or replace and maintain the plumbing fixture to an operational condition.-Repair or replace and maintain an shower head. This work may require a permit(s). Call LIEP at (651) 266-9090. *Repaired*
11. 1889 and 1891 - SPLC SEC 34.09 EXTERIOR STRUCTURE. All other exterior surfaces shall be maintained in a professional state of maintenance and repair. the retaining walls on the west side and on the east side of the building , are in need of repair.
12. 1889 and 1891 - SPLC 34.09 (2) 34.32 (2) - Provide an approved handrail. The top of the handrail must be between 34 and 38 inches above the treads and run the entire length of the stair.
13. 1889 and 1891 - UMC 504.6 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter. This work may require a permit(s). Call DSI at (651) 266-8989.-There is still a permit open from 2009
14. 1889 and 1891 Steps - SPLC SEC 34.09 - Stairs and steps deemed hazardous by the enforcement officer shall be corrected so as to be in compliance with the Building Code.

15. 1889 and 1891 Garages - MR , PART 4620.3435 A. To conduct and asbestos project without a permit posted at the worksite.-YOU CANNOT BEGIN YOUR PROJECT BEFORE YOU RECIEVE YOUR PERMIT. Work done on the garages could have produced Asbestos being airborne. Check with the Minnesota Department of Health to verify if there is or was a release of Asbestos released
16. 1889 and 1891 Garages - MSFC 703 - Provide and maintain fire rated floor and/or ceiling construction with approved materials and methods. This work will require a permit(s). Call DSI at (651) 266-9090. The minimum rating must be: 1 HOUR
17. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
18. SPLC 39.02(c) - Complete and sign the provided smoke detector affidavit and return it to this office.
19. NEC BULLENTIN 0-1 b. HAZARDOUS IMPROPER AND OR ILLEGAL WIRING shall be removed or rewired to the present ELECTRICAL CODE . This will also include other buildings on the property such as garages sheds etc.-The tenant 1891 has rewired electrical fixtures in the hallways and bedrooms and a hard-wired smoke detector.

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: james.thomas@ci.stpaul.mn.us or call me at 651-266-8983 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

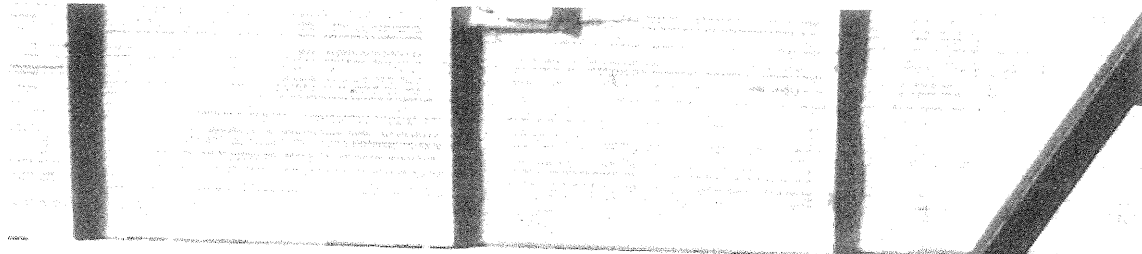
Sincerely,

James Thomas
Fire Inspector

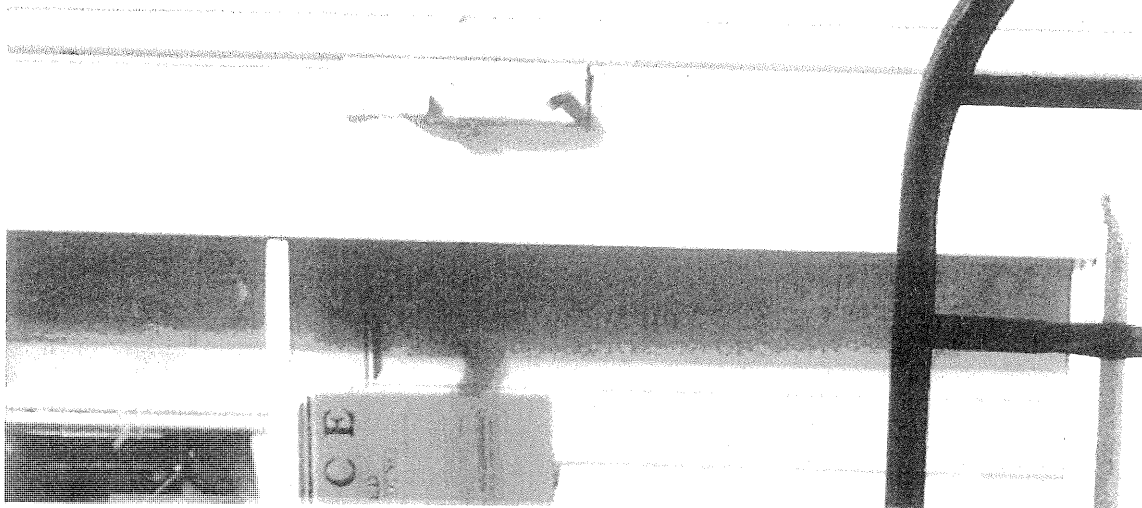
Ref. # 105624

Deficiency list # 1

After



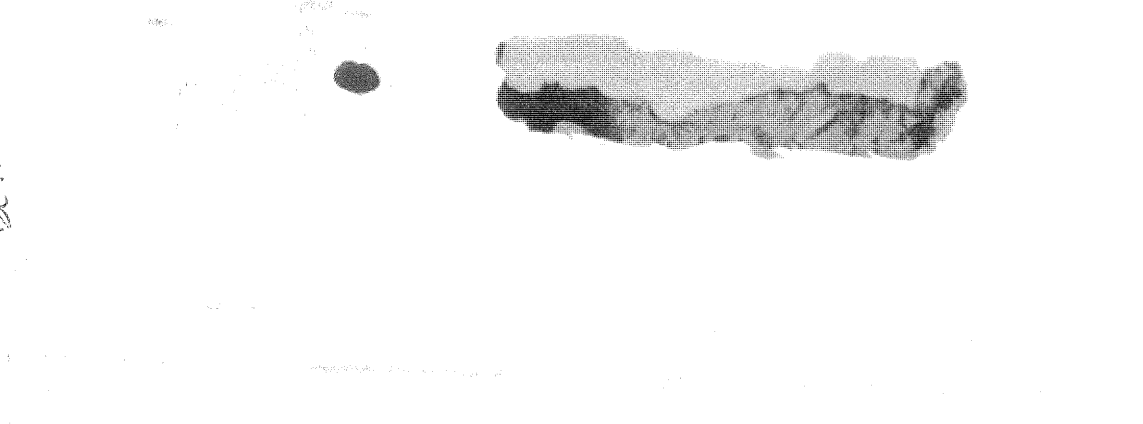
After



Before



Before





The City of Saint Paul
MINNESOTA 55102



Info Main City Contact

1889 MONTANA AVE E -- Property Information --

PIN	Zoning/Use	HPC District
232922230004	R4 / R-Duplex Legal Non-Conforming-Vacant Building Category 3	

Information disclaimer...

Data Disclaimer:

The City of Saint Paul and its officials, officers, employees or agents does not warrant the accuracy, reliability or timeliness of any information published by this system, and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from this system does so at his or her own risk.

List of Activity...

Item # 2, #4, #19

Number Address Description

Details

Status

11 271462 ELC 00 E	1891 MONTANA AVE E		Electrical Permit Type: Electrical Residential Repair/Alter Issued Date: 09/02/2011 Contractor: Web Electric Estimated Value: \$250.00	Active/Issued
11 271104 VAC 00 CS	1889-1891 MONTANA AVE E	VB	Complaint Date: 09/01/2011 Initial Inspection: 09/01/2011 VB Category 3 - Duplex Next inspection on or after: 09/15/2011 Inspector: 326	Under Review
Inspection Results (most recent first):				
09/02/2011: VB Monitoring (Recheck-Comply By: 09/15/11)				
09/01/2011: VB Monitoring (Recheck)				
11 270364 RPR 00 B	1889 MONTANA AVE E		Building Permit Type: Single Family Dwelling Repair Issued Date: 08/31/2011 Contractor: Adam Strobel State Valuation: \$500.00	Active/Issued
Activity (most recent first):				
Architectural (R) Review: 08/31/2011: Preliminary Plan Check				
08/31/2011: Approved				
11 258499 000 00 PA	1889 MONTANA AVE E	PILES OF BRANCHES AT REAR FO PROPERTY	Parks Summary Abatement Type: Garbage Rubbish Entered on: 08/03/2011 Closed on: 08/08/2011	Closed
11 252610 TAL 00 CS	1891 MONTANA AVE E	TGW	Complaint Date: 07/19/2011 Initial Inspection: 07/25/2011 Closed on: 07/26/2011 Inspector: 356	Resolved
Inspection Results (most recent first):				
07/25/2011: Grass/Weeds (Abated)				
11 249812 TAL 00 CS	1889 MONTANA AVE E	TGW	Complaint Date: 07/13/2011 Initial Inspection: 07/19/2011 Closed on: 07/20/2011 Inspector: 356	Resolved
Inspection Results (most recent first):				



Info Main City Contact

1889 MONTANA AVE E -- Property Information --

PIN	Zoning/Use	HPC District
232922230004	R4 / R-Duplex Legal Non-Conforming-Vacant Building Category 3	

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List of Activity...

item #6, 11

Number	Address	Description	Details	Status
11 271462	1891 ELC 00 E MONTANA AVE E		Electrical Permit Type: Electrical Residential Repair/Alter Issued Date: 09/02/2011 Contractor: Web Electric Estimated Value: \$250.00	Active/Issued
11 271104	1889-1891 VAC 00 CS MONTANA AVE E	vb	Complaint Date: 09/01/2011 Initial Inspection: 09/01/2011 VB Category 3 - Duplex Next Inspection on or after: 09/15/2011 Inspector: 326 Inspection Results (most recent first): 09/02/2011: VB Monitoring (Recheck-Comply By: 09/15/11) 09/01/2011: VB Monitoring (Recheck)	Under Review
11 270364	1889 RPR 00 B MONTANA AVE E		Building Permit Type: Single Family Dwelling Repair Issued Date: 08/31/2011 Contractor: Adam Strobel State Valuation: \$500.00 Activity (most recent first): Architectural (R) Review: 08/31/2011: Preliminary Plan Check 08/31/2011: Approved	Active/Issued
11 258499	1889 000 00 PA MONTANA AVE E	PILES OF BRANCHES AT REAR FO PROPERTY	Parks Summary Abatement Type: Garbage Rubbish Entered on: 08/03/2011 Closed on: 08/08/2011	Closed
11 252610	1891 TAL 00 CS MONTANA AVE E	TGW	Complaint Date: 07/19/2011 Initial Inspection: 07/25/2011 Closed on: 07/26/2011 Inspector: 356 Inspection Results (most recent first): 07/25/2011: Grass/Weeds (Abated)	Resolved
11 249812	1889 TAL 00 CS MONTANA AVE E	TGW	Complaint Date: 07/13/2011 Initial Inspection: 07/19/2011 Closed on: 07/20/2011 Inspector: 356 Inspection Results (most recent first):	Resolved

Delivery Agreement - Guest Copy

Delivery Agreement # 3799097

HM #6, #6

Page 1 of 1

CASHIER- Press 'Recall Trans' before scanning each of the barcodes below. You must scan ALL of the barcodes on this page. If there are additional pages of barcodes attached to this Delivery Agreement, each barcode on those sheets must be scanned as well



11329

Guest Name - Address - Phone - Email	
Trader, Amanda 1891 Montana Ave E Saint Paul, MN 55119 (651)735-9297 NA NA	

Setup Date:	04/17/2011
-------------	------------

DELIVERY ADDRESS	
1891 Montana Ave E Saint Paul, MN 55119	

TERMS AND CONDITIONS

1. The delivery charge will be as per the "Delivery Charge Rate Card," plus fuel surcharge if applicable.
2. Deliveries are during store operating hours. All efforts will be made to accommodate requested times.
3. All loads are taken off the truck and set/dumped (placed) on the driveway unless additional handling charges are paid
4. Adequate access and sufficient area is required to dump or unload materials on level grade. If the driver is instructed to unload the material in such a place that is likely to tear up a lawn, crack cement by driving over it, get the truck or material stuck, etc. the delivery service is not responsible and the delivery guest assumes complete responsibility.
5. I agree that the delivery will be provided by an independently owned delivery service. I agree that all disputes over any damages I may suffer due to this delivery including damaged merchandise or shortages will be resolved through the delivery service and therefore agree to hold Menards and its employees harmless due to such damages.

By purchasing this service and/or accepting product that is delivered, the purchaser agrees to the terms and conditions detailed above.

PICKING LISTS TO BE DELIVERED	
11328	\$106.20
TOTAL: \$106.20	

DELIVERY SERVICE

For Delivery Services Inquiries Please Contact:

Casci Trucking
 Carlos Casci
 10737 Knollwood Lane
 Woodbury, MN 55129
 Business Phone: (651)485-1794
 Cell Phone: (651)485-1794
 Email: casc1@comcast.net

Insured through:
 Star Insurance Agency
 2682 East County Rd E
 White Bear Lake, MN 55110
 Agent: Cory Brrgman
 (651)773-5393
 c-brrgman@starins.com

DELIVERY PLACEMENT AND SPECIAL INSTRUCTIONS **DELIVERY CHARGES**

sheets 4x12 rock Quantity: 12 Placement: Garage Opening Only Comments: Guest will direct	Included
Mileage Charge Zone A Trip 1 Delivery Date: 04/18/2011 Delivery Time: 12 PM - 6 PM	\$49.95
TOTAL DELIVERY CHARGES \$49.95	



PICKING LIST - GUEST COPY

STORE # 3022 OAKD
3205 Hwy 101 Avenue North
Oakdale, MN 55128

PHONE: (651) 777-0048
FAX: (651) 779-6011

CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>

OAKD 11328



PAGE 1 OF 1

CASHIER:
PLEASE STAPLE
RECEIPT HERE.

Handwritten: HW #110

SOLD BY: ROB A.
DATE: 04/17/11

GUEST NAME - ADDRESS - PHONE
Trader, Amanda
1891 Montana Ave E
Saint Paul, MN 55119

Ph: (651) 735-9297

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
12 EACH	5/8"4X12 GYPS FC TYPE X TPRD EDG-104 LB	131-1303	8.85	106.20

TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 106.20

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>



Item #6,
#14

Culliton Drywall

6060 46th Street North Oakdale, Mn 55128
(651) 276-7034

John P. Culliton
Fed ID # 84-1695616
INVOICE

Builder

Sheet Count

Extras

Price

Amanda Truden

~~1489~~ Montana Ave
1889

Rock & Fire tape GAR

\$ 250.00

Labor only JPC

350.00 Labor only

1891 Montana
Bal due

350.00

Pd. in cash

350.00 JPC

total 600.00

5-6-11 JPC

Pd 4-19-11 JPC
In cash

Date: 4-19-11

By:

John P. Culliton

Casci Trucking

DELIVERY PACKING SLIP

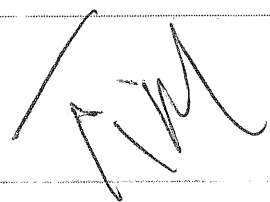
Page 1 of 1

*Item #6,
#16*



11329 -- Trip 1

SHIP TO:
Trader, Amanda
1891 Montana Ave E
Saint Paul, MN 55119



DELIVERY DATE: 04/18/2011
DELIVERY TIME: 12PM - 6PM
DELIVERY AGREEMENT # 3799097
TRUCK TYPE: Semi-forklift tractor trailer
LOAD BUILT BY: rec

THE MERCHANDISE LISTED BELOW IS INCLUDED ON THIS DELIVERY LOAD

Picking List# 11328



<u>QTY</u>	<u>DESCRIPTION</u>	<u>SKU</u>
12 of 12	5/8"4X12 GYPS FC TYPE X TPRD EDG-104 LB	1311303

TOTAL AMOUNT: \$106.20

IF YOU HAVE ANY CONCERNS WITH THE QUANTITIES RECEIVED OR THE SERVICE RECEIVED DURING THIS DELIVERY, PLEASE

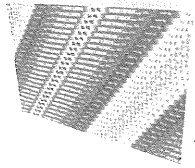
CONTACT: Carlos Casci AT (651)485-1794

Insurance Co: Star Insurance Agency
Insured By: Cory Brrgman

Phone: (651)773-5393
Email: c-brrgman@starins.com

Item #6,
#14

Sheetrock® Gypsum Panels



Regular and Firecode® Cores

Quality interior wall and ceiling panels at low cost

- Fire-resistant dry construction
- Quick installation and decoration
- Score and snap easily
- Resist cracking and warping
- Specialized types for all systems

Description

SHEETROCK® brand gypsum panels are factory-fabricated, composed of a fire-resistant gypsum core encased in heavy natural-finish face paper and strong liner paper on the back side. The face paper is folded around the long edges to reinforce and protect the core, and the ends are square-cut and finished smooth. Long edges of panels are tapered, allowing joints to be reinforced and concealed with a USG joint treatment system.

SHEETROCK gypsum panels are available with three core types for standard construction uses.

Regular core

With a regular core, available in three thicknesses for specific purposes.

1/2" Panels Recommended for single-layer application in residential construction.

3/8" Panels Lightweight, applied principally in the double-wall system over wood framing, and in repair and remodeling.

1/4" Panels Lightweight, low-cost, utility gypsum panels, used as base layer for improving sound control in double-layer steel and wood-stud partitions, and for use over old wall and ceiling surfaces. Also for forming curved surfaces with short radii.

FIRECODE® Core

5/8" Type X Gypsum Panels Provide additional fire resistance over regular panels.

FIRECODE C Core

1/2" and 5/8" Type C Gypsum Panels Specially formulated mineral core provides fire resistance superior to that offered by FIRECODE Core gypsum panels.

Limitations

1. Avoid exposure to sustained temperatures exceeding 125 °F (52 °C).
2. Avoid exposure to excessive, repetitive or continuous moisture before, during and after installation. Eliminate sources of moisture immediately.
3. Non-loadbearing.
4. Fire-resistance ratings achieved when assembled in accordance with UL designs.

Finishing and Decorating

For high-quality finishing results, USG recommends the following products:

- SHEETROCK® ready-mixed joint compounds
- SHEETROCK® setting-type joint compounds
- SHEETROCK® joint tape
- SHEETROCK® First Coat primer
- SHEETROCK™ paper-faced metal bead and trim
- SHEETROCK® TUFF-HIDE™ primer-surfacer

Painting products and systems should be used which comply with recommendations and requirements in Appendixes of ASTM C840. For priming and decorating with paint, texture or wall covering, follow manufacturer's directions for materials used.

All surfaces, including applied joint compound, must be thoroughly dry, dust-free, and not glossy. Prime with SHEETROCK First Coat primer or with an undiluted, interior latex flat paint with high-solids content. Allow to dry before decorating.

To improve fastener concealment, where gypsum panel walls and ceilings will be subjected to severe artificial or natural side lighting and be decorated with a gloss paint (egg shell, semi-gloss or gloss), the gypsum panel

surface should be skim coated with joint compound. This equalizes suction and texture differences between the drywall face paper and the finished joint compound before painting. As an alternative to skim coating, or when a Level 5 finish is required, use SHEETROCK TUFF HIDE™ primer-surfacer.

Product Data

Size: 1/4", 3/8", 1/2" and 5/8" x 48" wide; 8'–14' long. 1/2" and 5/8" also available in 54" wide.

Weight: 1/4" – 1.2 lbs/sf; 3/8" – 1.4 lbs/sf; 1/2" – 1.6 lbs/sf; 5/8" – 2.2 lbs/sf.

Thermal Resistance "R": For 1/2" thickness: 0.45 °F x ft.² x h/Btu (0.08 K x m²/W).

Thermal Coefficient of Expansion: Unrestrained: 40-100 °F (4-38 °C):
9.0 x 10⁻⁶ in./in./°F (16.2 x 10⁻⁶ mm/mm/°C) (16.2 μm/m/°C).

Hygrometric Coefficient of Expansion: Unrestrained: 5-90% r.h.
7.2 x 10⁻⁶ in./in./% r.h. (7.2 x 10⁻⁶ mm/mm/% r.h.) (7.2 μm/m/% r.h.).

Packaging: 2 panels per bundle.

Test Data

Surface Burning Characteristics: Flame spread 15, smoke developed 0.

Maximum Frame Spacing Drywall Construction

Direct Application	Panel thickness ⁽¹⁾		Location	Application method ⁽²⁾	Max. frame spacing o.c.	
	in.	mm			in.	mm
Single-Layer	3/8	9.5	ceilings ⁽³⁾	perpendicular ⁽⁴⁾	16	406
				parallel ⁽⁴⁾	16	406
	1/2	12.7	ceilings	perpendicular	24 ⁽⁵⁾⁽⁶⁾	610
				parallel ⁽⁴⁾	16	406
			sidewalls	parallel or perpendicular	24	610
				parallel ⁽⁴⁾	16	406
5/8	15.9	ceilings ⁽⁶⁾	perpendicular	24	610	
		sidewalls	parallel or perpendicular	24	610	
Double-Layer	3/8	9.5	ceilings ⁽⁷⁾	perpendicular	16	406
			sidewalls	perpendicular or parallel	24 ⁽⁸⁾	610
	1/2 and 5/8	12.7 and 15.9	ceilings	perpendicular or parallel	24 ⁽⁸⁾	610
			sidewalls	perpendicular	24 ⁽⁸⁾	610

(1) 5/8" thickness is recommended for the finest single-layer construction, providing increased resistance to fire and transmission of sound; 1/2" for single-layer application in new residential construction and remodeling; and 3/8" for repair and remodeling over existing surfaces. (2) Long edge position relative to framing. (3) Not recommended below unheated spaces. (4) Not recommended if water-based texturing material is to be applied. (5) Max. spacing 16" if water-based texturing material is to be applied. (6) If 1/2" SHEETROCK® interior ceiling board is used in place of gypsum panels, max. spacing is 24" o.c. for perpendicular application with weight of unsupported insulation not exceeding 1.3 psf., 16" o.c. with weight of unsupported insulation not exceeding 2.2 psf. (7) Adhesive must be used to laminate 3/8" board for double-layer ceilings. (8) Max spacing 16" o.c. if fire rating required.

Compliance

Meets ASTM C1396.

Submittal Approvals:

Job Name		
Contractor		Date

Trademarks

The following trademarks used herein are owned by United States Gypsum Company or a related company: DURABOND, EASY SAND, FIRECODE, SHEETROCK, TUFF HIDE.

Note

Products described here may not be available in all geographic markets. Consult your U.S. Gypsum Company sales office or representative for information.

Notice

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use.

Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

Safety First!

Follow good safety and industrial hygiene practices during handling and installation of all products and systems. Take necessary precautions and wear the appropriate personal protective equipment as needed. Read material safety data sheets and related literature on products before specification and/or installation.



HEM # 17



EXISTING FUEL BURNING EQUIPMENT SAFETY TEST REPORT

(Use separate form for each Appliance)

Department of Safety & Inspections
Fire Prevention Division
375 Jackson Street – Suite 220
Saint Paul MN 55101
Fax: 651-266-8951

Address: 1891 Montana E. Date: 8/31/11
 Owner: Adam Strobel

Type of Heat:
 Gravity Air _____ Forced Air X Gravity Hot Water _____ Forced Hot Water _____
 Steam _____ Unit Heater _____ Space Heater _____ Other _____

Type of Fuel: Gas X Oil _____ Other _____
 Gas Design _____ Conversion _____
 Make of Burner Amana Make _____
 Model GU5C045CA30 Model _____
 Serial 9510108295 Max. BTU Rating _____
 Input 46,000 BTU Make of Furnace _____

Equipment venting type: Atmospheric _____ Induced Fan X Other _____

Total BTU input of all vented gas appliances per chimney: 82,000 BTU

Type of Chimney: Masonry X Class B _____ Other _____

Type of Liner: None _____ Metal X Clay Tile _____

Combustible Air Supply Required?: Yes X No _____ Installed?: Yes X No _____

<u>Safety & Operating Control Tests:</u>	<u>Yes</u>	<u>No</u>	<u>Fuel Analysis/Flue Gas Analysis:</u>	<u>Yes</u>	<u>No</u>
Pilot/Flame Safeguard Operating Properly	<u>X</u>	_____	Vents Properly without Spillage	<u>X</u>	_____
Limit(s) Operating Properly	<u>X</u>	_____	Flame Stays Inside/Doesn't Roll Out	<u>X</u>	_____
Operator(s) Operating Properly	<u>X</u>	_____	Burner Lights Smoothly	<u>X</u>	_____
Low Water Cut-Off Operating Properly	<u>N/A</u>	_____			
All Controls Operating Properly	<u>X</u>	_____			

<u>Initial</u>	<u>Final</u>	<u>Visual Inspection</u>	<u>Yes</u>	<u>No</u>
Stack Temperature _____ F/Net	<u>261</u> F/Net	Fuel Piping System – Okay	<u>X</u>	_____
Oxygen _____ %	<u>9.8</u> %	Vent Systems—Draffhood, Connector, Vent Chimney-- Okay	<u>X</u>	_____
Carbon Dioxide _____ %	<u>6.7</u> %	Heating Unit – Okay	<u>X</u>	_____
Carbon Monoxide _____ % / ppm	<u>167</u> <u>ppm</u>			

Carbon Monoxide Detector (tube type) Positive _____ Negative _____

Look At Total Heating System Before You Leave:
 Does system operate safely and properly? Yes X No _____

COMMENTS: _____

Name of Licensed Contractor: Forrest Heating Address 995 Burns Ave. Phone # 776-4585
 Person Doing Test (Print) Charles Forrest (signature) [Signature]
 Certificate of Competency Number from City of Saint Paul for Appropriate Fuel: 0428



EXISTING FUEL BURNING EQUIPMENT SAFETY TEST REPORT

(Use separate form for each Appliance)

Department of Safety & Inspections
Fire Prevention Division
375 Jackson Street - Suite 220
Saint Paul MN 55101
Fax: 651-266-8951

Item #17

Address: 1889 Montana E. Date: 8/31/11
Owner: Adam Stobel

Type of Heat:
Gravity Air _____ Forced Air Gravity Hot Water _____ Forced Hot Water _____
Steam _____ Unit Heater _____ Space Heater _____ Other _____

Type of Fuel: Gas Oil _____ Other _____
Gas Design _____ Conversion _____
Make of Burner Amang Make _____
Model GV1A045A30 Model _____
Serial 9410114223 Max. BTU Rating _____
Input 46,000 BTU Make of Furnace _____

Equipment venting type: Atmospheric _____ Induced Fan Other _____

Total BTU input of all vented gas appliances per chimney: 82,000 btu.

Type of Chimney: Masonry Class B _____ Other _____

Type of Liner: None _____ Metal Clay Tile _____

Combustible Air Supply Required?: Yes No _____ Installed?: Yes No _____

<u>Safety & Operating Control Tests:</u>	<u>Yes</u>	<u>No</u>	<u>Fuel Analysis/Flue Gas Analysis:</u>	<u>Yes</u>	<u>No</u>
Pilot/Flame Safeguard Operating Properly	<input checked="" type="checkbox"/>	_____	Vents Properly without Spillage	<input checked="" type="checkbox"/>	_____
Limit(s) Operating Properly	<input checked="" type="checkbox"/>	_____	Flame Stays Inside/Doesn't Roll Out	<input checked="" type="checkbox"/>	_____
Operator(s) Operating Properly	<input checked="" type="checkbox"/>	_____	Burner Lights Smoothly	<input checked="" type="checkbox"/>	_____
Low Water Cut-Off Operating Properly	<u>N/A</u>	_____			
All Controls Operating Properly	<input checked="" type="checkbox"/>	_____			

	<u>Initial</u>		<u>Final</u>		<u>Visual Inspection</u>	<u>Yes</u>	<u>No</u>
Stack Temperature	_____ F/Net		<u>278</u> F/Net		Fuel Piping System - Okay	<input checked="" type="checkbox"/>	_____
Oxygen	_____ %		<u>9.5</u> %		Vent Systems—Draffhood, Connector, Vent Chimney-- Okay	<input checked="" type="checkbox"/>	_____
Carbon Dioxide	_____ %		<u>0.3</u> %				
Carbon Monoxide	_____ % / ppm		<u>12</u> <u>ppm</u>		Heating Unit - Okay	<input checked="" type="checkbox"/>	_____

Carbon Monoxide Detector (tube type) Positive _____ Negative _____

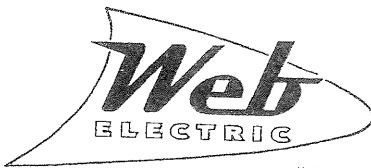
Look At Total Heating System Before You Leave:
Does system operate safely and properly? Yes No _____

COMMENTS: _____

Name of Licensed Contractor: Forrest Heating Address 995 Burns Ave. Phone # 776-4585

Person Doing Test (Print) Charles Forrest (signature) [Signature]

Certificate of Competency Number from City of Saint Paul for Appropriate Fuel: 0428



Menu #19

a division of
Mercury Electric Corporation
651-464-1660

CUSTOMER'S ORDER NO. 1107500		PHONE 317-509-3194		DATE 9-2-2011		
NAME ADAM STROBEL						
ADDRESS 6246 Tension way Indianapolis IN 46236-7390						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D	PAID OUT
QTY		DESCRIPTION		PRICE	AMOUNT	
		Checked site fixtures to make sure they were wired properly. Added ground screws.				
		Permit # 2011271462			63.00	
		Labor 2 hrs @ 128.00			256.00	
		4236				
RECEIVED BY <i>[Signature]</i>		exp. 3/13		TAX		
				TOTAL	319.00	

1347

NEBS To Reorder:
800-225-6380 or nebs.com

Thank You!

PURCHASE AGREEMENT

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1. Date 8/2/2011

2. Page 1 of 7

3. RECEIVED OF MPK Properties, LLC

4. _____

5. the sum of One Thousand Dollars (\$ 1000)

6. by CHECK CASH NOTE as earnest money to be deposited upon Final Acceptance of Purchase
(Check one.)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Said earnest money is part payment for the purchase of the property located at

11. Street Address: 1889 Montana Avenue E

12. City of Saint Paul, County of Ramsey

13. State of Minnesota, legally described as Hayden Heights W 1/2 of lots 5 and 6 and lot

14. 7 block 1

15. _____

16. _____

17. including all fixtures on the following property, if any, owned by Seller and used and located on said property, including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection therewith), built-in air-conditioning equipment, electronic air filter, water softener OWNED RENTED NONE,
(Check one.)

22. built-in humidifier and dehumidifier, liquid fuel tank(s) OWNED RENTED NONE and controls (if the
(Check one.)

23. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; **BUILT-INS:** dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms; **ATTACHED:** carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and

26. heatilators; **AND** the following personal property: _____

27. _____

28. _____

29. _____

30. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 118,000)

31. One Hundred Eighteen Thousand Dollars,

32. which Buyer agrees to pay in the following manner:

33. 1. Cash of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

35. 2. Financing of 0 percent (%) of the sale price, which will be the total amount secured against this property to fund this purchase.

37. Such financing shall be (check one) a first mortgage; a contract for deed; or a first mortgage with subordinate financing, as described in the attached Addendum.

39. Conventional FHA DVA Assumption Contract for Deed Other: cash
(Check one.)

40. The date of closing shall be on or before 9/15, 20 11

PURCHASE AGREEMENT

253. Page 7 Date 8/2/2011

254. Property located at 1889 Montana Avenue East, Saint Paul

255. OTHER: _____

256. _____

257. _____

258. _____

259. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

261. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.
265. **I have reviewed all pages of this Purchase Agreement.**

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.

266. If checked, this Purchase Agreement is subject to attached *Counteroffer Addendum*.
267.

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

X *Micael P. Koenig* 8/2/11
(Buyer's Signature) *Chief Manager* (Date)

269. X _____
(Seller's Printed Name)

X MPK Properties, LLC
(Buyer's Printed Name)

270. X _____
(Marital Status)

X _____
(Marital Status)

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

X _____
(Buyer's Signature) (Date)

272. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

273. X _____
(Marital Status)

X _____
(Marital Status)

274. **FINAL ACCEPTANCE DATE** _____

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

277. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION**
278. **DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,**
279. **VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

280. **SELLER(S)** _____

BUYER(S) *Micael P. Koenig, Chief Manager*
MPK PROPERTIES, LLC

281. **SELLER(S)** _____

BUYER(S) _____

ARBITRATION DISCLOSURE AND
RESIDENTIAL REAL PROPERTY
ARBITRATION AGREEMENT

48. Page 2

49. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
50. READ THE ARBITRATION DISCLOSURE ON PAGE ONE IN FULL BEFORE SIGNING.

51. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

52. For the property located at 1889 Montana Avenue E

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

54. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
55. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
56. dated 8/2, 20 11, including claims of fraud, misrepresentation, warranty and
57. negligence, shall be settled by binding arbitration. Construction Arbitration Services, Inc. shall be the arbitration service
58. provider. The rules, in effect at the time the Demand for arbitration is filed, adopted by Construction Arbitration Services,
59. Inc. and the Minnesota Association of REALTORS® shall govern the proceeding(s). This Agreement shall survive the
60. delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is only enforceable if all buyers,
61. sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged by
62. signatures below.

63. _____
(Seller's Signature) (Date) Michael P. Hoerling 8/2/11
(Buyer's Signature) CHIEF MANAGER (Date)

64. _____
(Seller's Printed Name) MPK Properties, LLC
(Buyer's Printed Name)

65. _____
(Seller's Signature) (Date) _____
(Buyer's Signature) (Date)

66. _____
(Seller's Printed Name) _____
(Buyer's Printed Name)

67. _____
(Licensee Representing or Assisting Seller) (Date) Craig Patterson 8/2/2011
(Licensee Representing or Assisting Buyer) (Date)

68. _____
(Company Name) J H Callahan and Associates
(Company Name)

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

SELLER'S DISCLOSURE ALTERNATIVES

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1. Date 8/2/2011

2. Page 1 of 4 pages

3. Property located at 1889 Montana Avenue E

4. City of St Paul, County of Ramsey, State of Minnesota.

5. **NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52
7. through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the prospective
8. Buyer (see Seller's Property Disclosure Statement) or satisfy one of the following two options:**

9. **(Select one option only.)**

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

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

17. Buyer acknowledges receipt of an inspection report prepared by
18. Code compliance, city of st paul
19. and dated 11/1, 20 10.

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

22. _____
23. _____
24. _____
25. _____
26. _____
27. _____

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

30. _____
31. _____
32. _____
33. _____
34. _____
35. _____

36. **2) 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. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or
39. abridge any obligation for Seller disclosure created by any other law.**

40. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**