



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

AUG 27 2020

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>Sept. 8, 2020</u>
Time <u>2:30 p.m.</u>
Location of Hearing: <u>Room 330 City Hall/Courthouse</u> <u>Teleconference</u>

Call between 2:30 p.m. & 4:00 p.m.
952-443-4004 for atty.

Address Being Appealed:

Number & Street: 820 White Bear Ave N City: St. Paul State: MN Zip: 55106

Appellant/Applicant: Xuan Mai Ta Email: xuanmai.ta@gmail.com

Phone Numbers: Business 651-646-8080 Residence _____ Cell * 952-380-8068

CZUCHRY LAW FIRM
LLC

Mark E. Czuchry
Counselor and Attorney at Law
Mark@MecLawFirm.com

Main Office:
1750 Tower Blvd., Suite 209
PO Box 73 / Victoria, MN 55386
952.443.4004

Second Office:
6301 Wayzata Blvd.
St. Louis Park, MN 55416
952.212.2465

www.MecLawFirm.com

Date: 8/27/2020

dence _____ 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/Correction
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

Comments:

Appellant suffers from uncompensated Covid-related financial distress. Building is subject of litigation between prior Seller (Contract for Deed holder) and Appellant. Parties reached settlement terms to return building to Seller in March, but Seller pulled out when Covid hit. Appellant in process of litigating dispute with Seller. Appellant requests from City just a 4 month abeyance of application of City's Vacant Building Registration Code to avoid registration and payment of fee to permit Appellant time to resolve dispute with former Seller. Thank you. Respectfully submitted, XMT



CITY OF SAINT PAUL

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

Telephone: 651-266-8989
Facsimile: 651-266-1919
www.stpaul.gov/dsi

August 07, 2020

Xuan- Mai Ta
9227 Gateway Ln
Eden Prairie MN 55347- 3304

Customer #:1626222

Bill #: 1514729

VACANT BUILDING REGISTRATION NOTICE

The premises at **820 WHITE BEAR AVE N** 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.

Payment must be received by September 07, 2020 .

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

To pay this invoice by mail please send this registration form along with payment to:

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

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 , James Hoffman, at 651- 266- 1947 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, James Hoffman, at 651- 266- 1947.

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: jh
vb_registration_notice 11/14

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into as of March ____, 2020 (the “Effective Date”), by and between **Xuan Mai Ta** (“Purchaser”), on the one hand, and **Raimis Construction, LLC** and **Shirzad Raimi** (“Seller”), on the other hand, (collectively, Purchaser and Seller are referred to herein as the “Parties” or separately, a “Party”).

RECITALS

WHEREAS, the Parties desire to resolve any and all claims and potential claims arising out of or related to the **Dispute**, which is defined as any and all claims against each other arising from the facts and circumstances relating in any way to Seller’s sale to Purchaser of the parcel of real estate and commercial structure located at 820 White Bear Avenue, St. Paul, MN 55106 (hereinafter the “Premises”).

WHEREAS, the Parties executed a PURCHASE AGREEMENT on August 8, 2018 for the sale of Premises.

WHEREAS, the CITY OF ST. PAUL, MN, DEPARTMENT OF PUBLIC WORKS, has in its records two LETTERS to Seller (**Attachment 2**), both letters identifying a noncompliance with the City’s Legislative Code §41.03, *i.e.*, rain leader connected to the sanitary sewer instead of the storm sewer.

WHEREAS, the Parties executed closing documents comprising that certain CONTRACT FOR DEED on September 5, 2018 and recorded the same on September 28, 2018 (**Attachment 3**).

WHEREAS, the CITY OF ST. PAUL, DEPARTMENT OF SAFETY AND INSPECTIONS conducted an inspection of the Premises, and has in its records a LETTER identifying numerous alleged fire code deficiencies in need of corrective action all of which related to the condition of Premises prior to and on September 5, 2018 (**Attachment 4**).

WHEREAS, Purchaser made all payments due pursuant to CONTRACT FOR DEED terms up until the Parties agreed to resolve this matter in December 2019.

WHEREAS, the Parties acknowledge that all documents relating to the facts, circumstances and condition of the Premises exchanged between the parties, or that are otherwise available via public search or referenced herein, including **Attachments 2, 3 & 4**, are all hereby expressly incorporated by reference into this Agreement and terms of settlement because they are necessary to establish the current “as is” condition of and indebtedness related to the Premises.

WHEREAS, the Parties have been in negotiations to resolve the Dispute, specifically relating to the condition of the Premises prior to and on the date of closing and disclosures related thereto, and now chose to resolve all disputes pursuant to this Agreement which will terminate the CONTRACT FOR DEED and re-convey the Premises in its current “as is” condition to Seller pursuant to Purchaser’s LIMITED WARRANTY DEED (**Attachment 5**) which shall identify all encumbrances on the Premises, all of which Seller obtained and maintained on the Premises.

WHEREAS, in terminating the CONTRACT FOR DEED, the Parties expressly agree to a full and final release of each other from all express and implied obligations that are or may be in any way related to the CONTRACT FOR DEED; and

WHEREAS, the final effect of this Agreement, Seller’s payment to Purchaser and Purchaser’s re-conveyance to Seller of the Premises shall be a return of all ownership rights in and responsibilities related to the Premises to Seller, in its current “as is” condition, without reservation or exception, thereby achieving for Purchaser and Seller a full resolution of all disputes between the Parties.

NOW THEREFORE, in consideration of the foregoing Recitals which comprise material terms of this Agreement, and without any admission of fault or liability, and in consideration of

the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as set forth below.

AGREEMENT

1. **Termination of CONTRACT FOR DEED.** By executing this Agreement, the Parties hereby terminate the CONTRACT FOR DEED between the Parties executed on September 5, 2018 and recorded on September 28, 2018 (**Attachment 3**). The Parties hereby release each other from all obligations imposed by or related to the CONTRACT FOR DEED, which obligations are not limited to and specifically include (a) Seller waiving Seller's right to demand payment, acceleration or specific performance from Purchaser, fully releasing Purchaser from the same, and (b) Purchaser waiving all of Purchaser's rights of redemption, reinstatement or to cure any default. In sum, the Parties are terminating the CONTRACT FOR DEED by the terms of this Agreement, and expressly not pursuant to Minn. Stat. § 559.21.

2. **Settlement Payment.** Pursuant to the terms of this Agreement, Seller agrees to pay to Purchaser Sixty-Five Thousand and 00/100 dollars (\$65,000.00), and reimburse Purchaser \$507.00 for December 2019 real estate taxes paid, making Seller's **total payment to Purchaser \$65,507.00** (the "Settlement Amount"). Seller shall pay Settlement Amount to Purchaser at Closing, which shall be on a date and at a time scheduled by the Parties and their Counsels or as otherwise agreed.

3. **Purchaser to Execute Limited Warranty Deed to Re-Convey Premises to Seller.** Upon Seller making **Settlement Payment** to Purchaser, Purchaser will execute a LIMITED WARRANTY DEED—**subject to Seller procured encumbrances**—to re-convey all of Purchaser's right, title and interest in Premises to Seller. The **LIMITED WARRANTY DEED Except Assessments, Individual to Business Entity**, shall expressly state that it is given to terminate

that certain CONTRACT FOR DEED between Raimis Construction, LLC (Seller) and Xuan-Mai Ta (Purchaser), dated September 5, 2018 and recorded on September 28, 2018 as Doc. # T02624482. The form UCB 10.2.3 (2018) LIMITED WARRANTY DEED is Attached hereto as **Attachment 5**, and in addition, attached hereto is PURCHASER'S AFFIDAVIT (*titled* AFFIDAVIT REGARDING SELLER (UCB Form 50.1.2 (2011)) as **Attachment 6**.

4. **Purchaser Represents Premises is in the Same or Similar Material Condition as it was on September 5, 2018.** Purchaser has made improvements or reasonably maintained the Premises; Purchaser represents that Purchaser has no knowledge of any material changes in the condition of the Premises since September 5, 2018.

5. **Raimis-Seller Acknowledges and Accepts the Premises "As Is."** Seller will conduct an onsite inspection of the Premises on March ____, 2020; terms of this Agreement are contingent upon the condition of the Premises being materially the same or similar to its condition on September 5, 2019 when Seller transferred Premises to Buyer. Accordingly, Seller accepts title from Buyer, expressly acknowledging the Premises in its current, "as is," condition. Therefore, Seller expressly fully and forever and without exception releases and indemnifies Purchaser from and against any and all known, unknown or inchoate, past, present or future liability related in any way to the Premises' actual present or future condition or the Parties' dealings with each another.

6. **Seller Assumption of Ownership and Responsibilities.** After Purchaser executes LIMITED WARRANTY DEED re-conveying Premises to Seller-Grantee, Seller shall take all actions consistent with ownership of the Premises, including but not limited to transferring all utilities into Seller's name. Seller is responsible for real estate taxes or assessments related to the Premises as of December 1, 2019. In addition, Seller will notify the CITY OF ST. PAUL, MN, THE DEPARTMENTS OF PUBLIC WORKS and DEPARTMENT OF SAFETY AND INSPECTIONS to inform them of Purchaser's transfer of ownership to Seller. Sample notification letter forms are ATTACHMENTS 7 and 8.

7. **Seller to Record Deed and Pay Costs Associated with Recording Deed.** Within fourteen (14) days of Seller making the Settlement Payment pursuant to Paragraph 2 and receiving Purchaser's executed LIMITED WARRANTY DEED (Addendum) pursuant to paragraph 3, Seller will record executed LIMITED WARRANTY DEED (Addendum) with Ramsey County, Minnesota and provide proof of the same to Purchaser within 30 days after recording. Seller is responsible for all recording fees, deed tax, conservation fees and any other applicable charges, costs or fees associated with recording the LIMITED WARRANTY DEED.

8. **Mutual Releases.**

8.1 Seller (**Raimis Construction, LLC** and **Shirzad Raimi**) and Seller's personal representatives, executors, administrators, agents, successors and assigns, hereby release and forever discharge Purchaser and Purchaser's personal representatives, executors, administrators, attorneys, successors and assigns of and from any and all claims, damages of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done by Purchaser prior to and including the date hereof, whether such matters or things or consequences thereof are now existing or may hereafter arise, and whether they are known or

unknown, anticipated or unanticipated, including all claims which are or might have been alleged. If not fully captured already above, Seller expressly and without condition or reservation fully and forever releases Purchaser of and from all claims, liabilities and responsibilities relating in any way to the PURCHASE AGREEMENT, CONTRACT FOR DEED and Premises and its past, present and future condition and indebtedness, which Seller expressly acknowledges Premises is currently encumbered by at least a mortgage Seller gave to Moose Lake State Bank.

8.2 Purchaser **Xuan-Mai Ta**, and her personal representatives, executors, administrators, agents, successors and assigns, hereby release and forever discharge Seller and Seller's personal representatives, executors, administrators, attorneys, successors and assigns of and from any and all claims, damages of whatsoever kind or nature, for or because of any matter or thing done, omitted or suffered to be done by Seller prior to and including the date hereof, whether such matters or things or consequences thereof are now existing or may hereafter arise, and whether they are known or unknown, anticipated or unanticipated, including all claims which are or might have been alleged. If not fully captured already above, Purchaser expressly and without condition or reservation fully and forever releases Seller of and from all claims, liabilities and responsibilities relating in any way to the PURCHASE AGREEMENT, CONTRACT FOR DEED and Premises and its past and present condition.

8.3 **Right to Pursue Damages from Non-Parties.** Purchaser or Seller may pursue damages from others (non-signing Parties or Persons) to this Agreement. In any such action, the Party seeking damages from others shall fully indemnify the counter-Party or Parties signing this Agreement from any future financial damages related in any way to the facts and circumstances of this Dispute or the Premises, as further explained below.

Purchaser Releases and Indemnifies Seller.

8.3.1 It is expressly understood that the *Seller-paid-consideration* expressly releases only the Seller; however, the Seller paid consideration in connection with this release is only partial and incomplete, *i.e.*, Purchaser expressly reserves the right to commence any action against any other person, firm, or corporation—other than the Seller—whose conduct may have caused or contributed to, or who may in any way be liable to Purchaser for damages, or any part thereof, that Purchaser suffered in connection with Purchaser's purchase of the Premises.

8.3.2 Purchaser Fully Releases Seller. Purchaser and for each of Purchaser's personal representatives, executors, successors, administrators, agents and assigns, hereby credits and satisfies that portion of the total amount of Purchaser's damages which were or may be alleged to have been caused by Seller as may hereafter be determined by lawsuit or otherwise.

8.3.3 Purchaser, and for each of Purchaser's personal representatives, executors, successors, administrators, agents and assigns, hereby releases and discharges that portion, fraction or percentage of Purchaser's total cause of action and claim for damages which may hereafter be allocated by lawsuit or otherwise to any matter or thing done, omitted or suffered to be done, by Seller.

8.3.4 In further assurance to Seller that Seller will not, by reason of any claims by Purchaser against any other person, insurance company or other firm or corporation, be required to pay either directly or indirectly any more than the consideration paid in connection with this release, *the Purchaser* and Purchaser's personal representatives, executors, agents, administrators and assigns, *hereby agrees to indemnify Seller and save Seller harmless from liability* to, and expenses, including attorneys' fees, engendered by the claim of any person, insurance company or other firm or corporation *for contribution, indemnity*, or any other claim arising out of the subject incident or otherwise involved in or related thereto, and without in any way limiting the generality of the foregoing, liability arising from any determination made, by lawsuit, arbitration or otherwise, that Seller, as the party hereby released, was chargeable with a larger fraction, portion or percentage of Purchaser's total damages than is represented by the consideration paid in connection with this release.

8.3.5 Purchaser hereby agrees to satisfy any judgment or order or decree of disposition which may be rendered in Purchaser's favor for Purchaser's whole cause of action for injury and damages against any other parties or persons to the extent of the Seller's hereby released fraction, portion and percentage of fault which has been released. In the event that Purchaser fails to satisfy any such judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault from which

Purchaser has released Seller, Purchaser hereby consents and agrees that upon the filing of this document or its copy, without further notice to Purchaser, an order or other decree may be entered by a court or other body in which said judgment or other order or decree of disposition is entered, satisfying the judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault from which Purchaser has released Seller.

8.3.6 Further, Purchaser hereby consents and agrees to support Seller in its motion, if necessary, for a dismissal with prejudice and on the merits of any and all claims for contribution and indemnity and in any case as is consistent with Purchaser's pledge of indemnification and paragraph 8.3.13, Purchaser agrees to step into Seller's shoes as it relates to any and all potential damages, costs and amount of contribution arising out of the facts or circumstances of this Dispute.

Seller Releases and Indemnifies Purchaser.

8.3.7 It is expressly understood that the Purchaser's consideration of execution of Limited Warranty Deed and releases expressly releases only the Purchaser; however, Purchaser's consideration in connection with this release may be only partial and incomplete, *i.e.*, Seller expressly reserves the right to commence any action against any other person, firm, or corporation—other than the Purchaser and those persons from whom Purchaser seeks or may seek damages (*e.g.*, Purchaser's Agent, Broker or Real Estate Company, Results Title Company, Chicago Title Insurance Company, Property Inspector, *etc.*)—whose conduct may have caused or contributed to, or who may in any way be liable to Seller for damages, or any part thereof, that Seller suffered in connection with Seller's transactions involving or related to the Premises.

8.3.8 Seller Fully Releases Purchaser. Seller and for each of Seller's personal representatives, executors, successors, administrators, agents and assigns, hereby credits and satisfies that portion of the total amount of Seller's damages which were or may be alleged to have been caused by Purchaser as may hereafter be determined by lawsuit or otherwise.

8.3.9 Seller, and for each of Seller's personal representatives, executors, successors, administrators, agents and assigns, hereby releases and discharges that portion, fraction or percentage of Seller's total cause of action and claim for damages which may hereafter be allocated by lawsuit or otherwise to any matter or thing done, omitted or suffered to be done, by Purchaser.

8.3.10 In further assurance to Purchaser that Purchaser will not, by reason of any claims by Seller against any other person, insurance company or other firm or corporation, be required to pay either directly or indirectly any more than the

consideration paid in connection with this release, the Seller and Seller's personal representatives, executors, agents, administrators and assigns, *hereby agrees to indemnify Purchaser and save Purchaser harmless from liability to, and expenses, including attorneys' fees, engendered by the claim of any person, insurance company or other firm or corporation for contribution, indemnity, or any other claim arising out of the subject incident or otherwise involved in or related thereto, and without in any way limiting the generality of the foregoing, liability arising from any determination made, by lawsuit, arbitration or otherwise, that Purchaser, as the party hereby released, was chargeable with a larger fraction, portion or percentage of Seller's total damages than is represented by the consideration paid in connection with this release.*

8.3.11 Seller hereby agrees to satisfy any judgment or order or decree of disposition which may be rendered in Seller's favor for Seller's whole cause of action for injury and damages against any other parties or persons to the extent of the Purchaser's hereby released fraction, portion and percentage of fault from which Seller has released Purchaser. In the event that Seller fails to satisfy any such judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault from which Seller has released Purchaser, Seller hereby consents and agrees that upon the filing of this document or its copy, without further notice to Seller, an order or other decree may be entered by a court or other body in which said judgment or other order or decree of disposition is entered, satisfying the judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault from which Seller has released Purchaser.

8.3.12 Further, Seller hereby consents and agrees to support Purchaser in her motion, if necessary, for a dismissal with prejudice and on the merits of any and all claims for contribution and indemnity and in any case as is consistent with Seller's pledge of indemnification and paragraph 8.3.13, Seller agrees to step into Purchaser's shoes as it relates to any and all potential damages, costs and amount of contribution arising out of the facts or circumstances of this Dispute.

Mutual Indemnification.

8.3.13 It is further agreed that neither the Seller's **Settlement Payment** nor Purchaser's execution of **LIMITED WARRANTY DEED, et al.**, shall be construed as an admission of any hereby released Parties' liability, fault, or responsibility, each of whom expressly deny the same. This settlement is one of compromise between the signing Parties. The Parties agree that this Agreement is intended to be and is a **Pierringer Release**, which has the same effect as the Release used in Pierringer v. Hoger, 21 Wis. 182, 124 N.W.2d 106 (Wis., 1963), as to each released Party, and that this settlement is bound by and interpreted in light of that decision. Therefore, the Parties to this

Agreement agree that the signing Parties, by tendering their consideration have “bought their peace” as to all parties and individuals related in any way to this Dispute past, present and future because any future claim for contribution or other monetary amount from a non-settling person, or past, present or future party is hereby deemed now and forever satisfied, *i.e.*, Seller’s claims satisfied by Purchaser, and Purchaser’s claims satisfied by Seller. Pierringer @ 192 and 193.

9. **No Admission of Liability.** Nothing in this Agreement is intended or should be construed as an admission of any allegation in the dispute or of any wrongdoing on the part of any Party, it expressly being understood that the Parties deny any liability or wrongdoing and that the Parties enter into this Agreement solely to avoid further litigation costs.

10. **Confidentiality/Non-Disparagement.** Except as may be necessary to enforce their rights under this Agreement or to enforce any rights that in any way arise from or pertain to the Dispute, the Parties agree to maintain as confidential, and to not disclose, the terms of this Agreement; however, this provision shall not prevent the Parties from disclosing the terms of this Agreement to their respective affiliates, counsels, insurers and insurance agents, insurance carriers, financial and tax advisors, governmental taxing authorities, and/or as required by law. If a Party receives a notice or demand that, by operation of law, would require the receiving Party to disclose to any third person or entity the terms of this Agreement, the receiving Party shall, unless otherwise prohibited by law, promptly provide the other Party a copy of such notice or demand so as to give the other Party an opportunity to contest such disclosure. In addition, nothing herein shall be construed to prohibit or restrict any Party from responding to any inquiry or providing testimony about this settlement or its underlying facts and circumstances by or before the Securities and Exchange Commission, FINRA, any other self-regulatory organization or any other federal or state regulatory authority.

11. **Miscellaneous.**

11.1 Authority to Enter Into Agreement. The Parties and their representatives who sign this Agreement warrant and represent that they have the legal capacity and authority to enter into this Agreement.

11.2 Advice of Counsel. Each of the Parties hereto has: (a) read this Agreement carefully; (b) obtained the advice of legal counsel or has voluntarily elected not to do so; and (c) fully informed itself of the content and meaning of this Agreement. The Parties each verify that they are each knowingly and voluntarily entering into this Agreement and the Releases set forth in Paragraph 4 of this Agreement, and that each has not been coerced or threatened into signing this Agreement.

11.3 Binding Agreement. This Agreement, including the Recitals or *Whereas* clauses which are material terms to this Agreement, is and shall be binding upon and shall inure to the benefit of the predecessors, subsidiaries, successors, assigns, parties, agents, officers, employees, associates, legal representatives, heirs, executives, and/or administrators of all Parties.

11.4 Entire Agreement/Merger. This Agreement, including its Recitals, along with all ATTACHMENTS and all other documents referenced herein, expresses the complete agreement between the Parties pertaining to the subject matters hereof, and replaces and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto, shall be binding upon the Parties, or shall affect or be effective to interpret, change or restrict the provisions of this Agreement, and no covenant or

representation, condition or promise was made to induce any Party to enter this Settlement Agreement except as expressly set forth in this Agreement.

11.5 Gender and Number. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

11.6 Construction. The language used in this Agreement is chosen jointly by the Parties to express their mutual intent and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term “including” as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

11.7 Severability. In the event any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, such a finding shall not affect the enforceability of the remaining provisions in such court, or the enforceability of the any provision of the Agreement in any other jurisdiction.

11.8 Amendments. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Party against whom such amendment, change or modification is sought to be enforced. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signatures in .pdf format shall constitute originals.

11.10 Choice of Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota. Each Party hereto irrevocably consents to exclusive jurisdiction and venue of the State of Minnesota, Ramsey County District Court, for the resolution of any disputes related to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the undersigned have made, entered into, and executed this Agreement on the Effective Date.

PURCHASER: XUAN-MAI TA

Printed: _____

SELLER

RAIMIS CONSTRUCTION, LLC

SHIRZAD RAIMI

By: _____

Name: _____

Printed: _____

Title: _____

ADDENDUM
(LIMITED WARRANTY DEED)

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

(signature) Xuan-Mai Ta

(signature)

(signature)

(signature)

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by Xuan-Mai Ta
(month/day/year)

(insert name and marital status of each Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Halliday, Watkins & Mann PC (JMM)
Ste. 2626, 101 East Fifth Street
St. Paul, MN 55101
(651) 291-8955

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)