



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

DEC 24 2015

CITY CLERK

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

We need the following to process your appeal:

- ☒ \$25 filing fee (non-refundable) (payable to the City of Saint Paul)
(if cash: receipt number Check # 8532)
- ☒ 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, Jan 12, 2016

Time 1:30 PM

Location of Hearing:

Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 809 7th St. E. City: St. Paul State: MN Zip: 55106

Appellant/Applicant: Steve Bell, Exec Dir. Email: sbell@AnimalArkMN.org

Phone Numbers: Business 651-772-8983 Residence _____ Cell _____

Signature: [Signature] Date: _____

Name of Owner (if other than Appellant): Friends of Animal Adoptions, dba Animal Ark

Mailing Address if Not Appellant's: _____

Phone Numbers: Business 651-772-8983 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/Correction
- ☐ Code Enforcement Correction Notice
- ☐ Vacant Building Registration
- ☐ Other (Fence Variance, Code Compliance, etc.)

In the process of selling property - see attached



Rescue • Rehabilitate • Rehome

Animal Ark

Minnesota's Largest No Kill Animal Shelter

Dear Sir or Madam:

Please accept this as our formal appeal of the attached Fire Certificate of Occupancy Letter & Correction Order. Included in the appeal is the required application, signed by our Executive Director, Steve Bell and various documents that support our position.

The property in question is currently operating as a thrift store, "Animal Ark Thrift Store." Sales of donated goods generate revenue for our non-profit, no-kill animal shelter located in Hastings, MN. (www.AnimalArkMN.org)

We currently have the property for sale and have signed a purchase agreement with Dayton's Bluff Housing Services and Neighborhood Development Center. It appears that the sale will go through with some monetary contingency on our part in consideration for potential environmental hazards. My understanding is that new owner plans at the least to gut the entire property and in the case of the warehouse will potentially raze the building.

Because of the pending sale and the fact that it will be entirely remodeled, it is our position that repairing the deficiency list is not logical. The problems addressed in the letter have been present for a few years and the former management delayed compliance. The current leadership team has been cooperative by completing some of the necessary, less costly repairs. We understand that these corrections are for the safety and well-being of our patrons, employees and the community as a whole. The deficiencies will be corrected or eliminated by the new owners.

Sincerely,

Kendra Ogdon
Manager, Animal Ark Thrift Store
Kendra@AnimalArkMN.org

Animal Ark Thrift Store
809 7th Street E., St. Paul, MN 55106
651-772-8983



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

December 16, 2015

KENDRA OGDON
ANIMAL ARK THRIFT STORE
809 7TH ST E
ST PAUL MN 55106

RE: RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES
809 7TH ST E

Ref. # 37422

Dear Property Representative:

Your building was re-inspected for the Fire Certificate of Occupancy on December 3, 2015. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected immediately.

A re-inspection will be made on January 15, 2016 at 10:00am.

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional re-inspection fees.

DEFICIENCY LIST

1. 807 - Unapproved Use - SBC 3405.1, SBC 110.2 - The occupancy group or use division of this building has been changed from that previously approved. Discontinue the unapproved occupancy or use, or contact the Building Official at 651-266-9021 for a code analysis and to comply with requirements for approved occupancy. **-The portion of the building identified as 807 7th St E is approved as warehouse/parking garage occupancy and is currently being used as mercantile (retail sales area / pet adoption kennel). Immediately discontinue the unapproved mercantile use or contact project facilitator, Jeff Fischbach 651-266-9106, to obtain approval for such use.**

2. 807 - Adoption Center - Electrical Outlet - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work may require a permit(s). Call DSI at (651) 266-8989.- Contact a licensed electrical contractor to repair/replace the electrical outlet located in the adoption center that is showing REVERSED POLARITY on the inspectors test device.

Note: The reversed polarity has been corrected; however, electrical contractor Highland Electric, Inc. has noted that the electrical outlet has series issues. Contact a licensed electrical contractor to install electrical wiring in accordance with the NEC. All work must be done under permit.

3. 807 - Adoption Center - Ventilation - MMC 401.2 - Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403.-**Contact a licensed contractor to install code compliant ventilation for the pet adoption kennels. Plans must be submitted for review/approval and all work completed under permit(s).**
4. 807 - Bathroom Sink - SPLC 34.11, MSBC 2902.1, SPLC 34.17, MSPC 415.0220 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-**Contact a licensed plumbing contractor to replace the missing waste trap to the bathroom sink. This work requires a permit.**
5. Building - Address - SPLC 71.01 - Provide address numbers on building per HN-1 handout.-**Provide address on all exterior doors to the building. Address numbers must be at least 4 inches in height, contrast with the background, a reflective or illuminated at night.**
6. Building - Bathroom - Ventilation - SPLC 34.14 (3), MPC 4715.200.T - **Provide and maintain a window or approved ventilation system in all bathrooms.**
7. Building - Emergency Lighting - MSFC 1010.5, SPLC 34.14 (2) d, SPLC 34.34 (5) b - Provide and maintain illumination in all portions of the exit system.-**Contact licensed electrical contractor to provide code compliant emergency lighting. This work must be done under permit.**
8. Building - Exit Signs - MSFC 1010.1, 1003.2.10 - Provide or relocate and maintain approved exit signs to indicate a clear path to the exits.-**Contact licensed electrical contractor to provide code compliant exit signs. This work must be done under permit.**
9. Building - Exits / Exit Doors - MSFC 1005.2 - Provide an approved additional means of egress due to an inadequate number of exits.-**Exit doors and doors along the means of egress must swing in the direction of exit travel. All exit doors must have code compliant hardware and locks.**
10. Building - Fire Alarm System - MSFC 907.20 as amended - **Provide required annual maintenance of the fire alarm system by a qualified person and provide written documentation to this office as proof of compliance.**

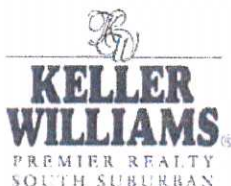
Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>.

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 wayne.spiering@ci.stpaul.mn.us or call me at 651-266-8993 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Wayne Spiering
Fire Inspector
Ref. # 37422



COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date 12/01/2015

2. Page 1 of _____ pages

3. BUYER (S): Dayton's Bluff Neighborhood Housing Service & Neighborhood Development Center

4. _____
5. Buyer's earnest money in the amount of Ten Thousand
6. _____ DOLLARS

7. (\$ 10,000.00) shall be delivered no later than two (2) Business Days after
8. Final Acceptance Date of this Purchase Agreement **to be deposited in the trust account of (check one):**

9. ☒ listing broker; or

10. ☐ ON-Site Title - Apple Valley, MN,
(Name of Title Company)

11. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
12. Agreement, whichever is later.

13. Said earnest money is part payment for the purchase of property at _____

14. 809 7th St E located in the

15. City/Township of Saint Paul MN County of Ramsey,

16. State of Minnesota, PID # (s) 32-29-22-11-0108

17. _____
18. and legally described as follows VAC BEECH ST ACCRUING & FOL PA RT OF LOT 11 WLY & SLY OF L RU N FROM PT FROM SEL
19. Y L OF & 44. 07 FT FROM SE COR BLK 2 TO PT ON NL OF & 73.2 FT FROM NE COR OF SD BLK & ALL OF LOTS 7

20. _____ (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement:*
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. Four Hundred Fifty Thousand

24. _____
25. (\$ 450,000.00) DOLLARS, which Buyer agrees to pay in the following manner:

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

28. 2. **FINANCING** of 0 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
29. financing as required by this Purchase Agreement.

30. Such financing shall be (check one): ☐ a first mortgage; ☐ a contract for deed; or ☐ a first
31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*

32. ☒ **Conventional/SBA/Other** ☐ **Contract for Deed.**
(Check one.)

33. **DUE DILIGENCE:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** subject to a due diligence contingency. (If answer is IS,
34. see attached see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)

35. **CLOSING:** The date of closing shall be on or before April 4th, 20 16.

36. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a (check one):

37. ☒ **Warranty Deed**, ☐ **Limited Warranty Deed**, ☐ **Contract for Deed**,

38. or ☐ **Other:** _____ **Deed** conveying marketable title, subject to:

39. (a) building and zoning laws, ordinances, and state and federal regulations;

40. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

41. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

42. (d) utility and drainage easements which do not interfere with existing improvements; and

43. (e) others (must be specified in writing): _____

44. _____



COMMERCIAL PURCHASE AGREEMENT

45. Page 2 Date 12/01/2015

46. Property located at 809 7th St E

Saint Paul

47. **TENANTS/LEASES:** Property ☐ IS ☒ IS NOT subject to rights of tenants (if answer is IS, see attached Addendum
----- (Check one.) -----

48. to Commercial Purchase Agreement: Due Diligence).

49. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within NA days of Seller's written request. Said consent
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be
56. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. SPECIAL ASSESSMENTS:

58. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY
----- (Check one.) -----

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.

61. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY ON DATE OF CLOSING all other special assessments
----- (Check one.) -----

62. levied as of the date of this Purchase Agreement.

63. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
----- (Check one.) -----

64. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
66. or less, as allowed by Buyer's lender.)

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

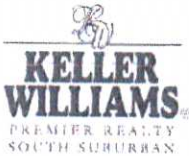
69. As of the date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
----- (Check one.) -----

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
72. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
73. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
74. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
75. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
76. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
77. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
78. money paid hereunder to be refunded to Buyer.

79. **POSSESSION:** Seller shall deliver possession of the Property no later than immediately after closing, unless otherwise
80. agreed to in writing.

81. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property
82. herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
83. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

84. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for
85. any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing,
86. this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
87. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
88. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
89. money paid hereunder to be refunded to Buyer.



COMMERCIAL PURCHASE AGREEMENT

90. Page 3 Date 12/01/2015

91. Property located at 809 7th St E

Saint Paul

92. **EXAMINATION OF TITLE:** Seller shall, at its expense, within Ten Business days after Final
93. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
94. for an owner's policy of title insurance from ON-Site Title - Apple Valley, MN, including levied
(Name of Title Company)

95. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
96. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
97. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
98. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
99. Deed as specified herein to be delivered pursuant to this Agreement.

100. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have 30 days ("Cure Period") from receipt of Buyer's written title
101. objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections,
102. Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not
103. Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
104. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
105. the closing.

106. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
107. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller declare this Purchase
108. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
109. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
110. a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to
111. Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be
112. bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure
113. without reduction in the Purchase Price.

114. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
115. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
116. Agreement canceled as above provided, Seller shall use commercially reasonable efforts to cure the specified objections
117. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required herein and the
118. closing shall be postponed.

119. If Seller, within the Cure Period above provided, corrects the specified objections Seller's notice indicated Seller would
120. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
121. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
122. closing date, whichever is later.

123. If Seller, within the Cure Period above provided, does not cure the specified objections which Seller's notice indicated
124. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
125. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
126. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation
127. confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Neither party
128. shall be liable for damages hereunder to the other. In the alternative, Buyer may elect to waive such objections by
129. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
130. title subject to such uncured objections in which event Buyer shall be bound to proceed with the closing and to purchase
131. the Property subject to the objections Seller has not cured without reduction in the purchase price. If neither notice is
132. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
133. proceed to closing as provided in the immediately preceding sentence.

134. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein,
135. Seller, in addition to any other right or remedy available to Seller hereunder, at law or in equity may cancel this Purchase
136. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
137. earnest money paid hereunder as liquidated damages.

138. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein,
139. Buyer may, in addition to any other right or remedy available to Buyer hereunder, seek specific performance within six
140. (6) months after such right of action arises.



COMMERCIAL PURCHASE AGREEMENT

141. Page 4 Date 12/01/2015

142. Property located at 809 7th St E

Saint Paul

143. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
144. of Seller's knowledge.

145. There is no action, litigation, investigation, condemnation or other proceeding of any kind pending or threatened against
146. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller
147. will promptly notify Buyer of such proceeding.

148. The Property is in compliance with all applicable provisions of all planning, zoning and subdivision rules, regulations
149. and statutes. Seller has obtained all necessary licenses, permits and approvals necessary for the ownership and
150. operation of the Property.

151. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished
152. within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any
153. structure on, or improvement to, the Property.

154. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
155. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
156. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
157. received by Seller shall be provided to Buyer immediately.

158. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
159. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
160. to purchase, rights of first refusal, or other similar rights affecting the Property.

161. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
162. of closing.

163. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
164. standing under the laws of the state of Minnesota; that Seller is duly qualified to transact business in the State of
165. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
166. the Seller's Closing Documents signed by it; such documents have been duly authorized by all necessary action on
167. the part of Seller and have been duly executed and delivered; that the execution, delivery and performance by Seller of
168. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
169. order or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
170. of Seller, and are enforceable in accordance with their terms.

171. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
172. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
173. breach of any of the above representations and warranties, whether such breach is discovered before or after the date
174. of closing.

175. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations
176. and warranties.

177. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants
178. to Seller that Buyer is duly organized and is in good standing under the laws of the state of Minnesota; that Buyer is
179. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
180. authority to enter into this Purchase Agreement and the Buyer's Closing Documents signed by it; such documents
181. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
182. that the execution, delivery and performance by Buyer of such documents do not conflict with or result in a violation
183. of Buyer's organizational documents or Bylaws or any judgment, order or decree of any court or arbiter to which Buyer
184. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
185. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
186. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
187. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
188. the date of closing.



COMMERCIAL PURCHASE AGREEMENT

189. Page 5 Date 12/01/2015

190. Property located at 809 7th St E

Saint Paul

191. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

192. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
194. ending at 11:59 P.M. on the last day.

195. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
196. stated elsewhere by the parties in writing.

197. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
298. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
299. and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed
200. by law.

201. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
202. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

203. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
204. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
205. specific performance, such action must be commenced within six (6) months after such right of action arises.

206. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
207. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
208. **DATE OF THIS PURCHASE AGREEMENT.**

209. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
210. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*
211. *Property or Disclosure Statement: Seller's Disclosure Alternatives* form.

212. *(Check appropriate boxes.)*

213. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

214. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO

215. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

216. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
----- (Check one) -----

217. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
218. *Subsurface Sewage Treatment System*.)

219. **PRIVATE WELL**

220. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
----- (Check one) -----

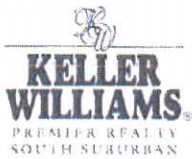
221. is located on the Property, see *Disclosure Statement: Well*.)

222. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one) -----

223. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

224. (If answer is **IS**, see attached *Addendum*.)

225. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
226. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
227. **TREATMENT SYSTEM.**



COMMERCIAL PURCHASE AGREEMENT

228. Page 6 Date 12/01/2015

229. Property located at 809 7th St E

Saint Paul

NOTICE

231. Timothy Little
(Licensee)

is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)

232. Keller Williams Premier Realty
(Real Estate Company Name)

233. Buyer is Self-Represented
(Licensee)

is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)

234. _____
(Real Estate Company Name)

235. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
236. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
237. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
238. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
239. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
240. terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
241. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
242. may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

244. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
245. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
246. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
247. transaction without the consent of both parties. Both parties acknowledge that

248. (1) confidential information communicated to Broker which regards price, terms or motivation to buy, sell or lease will
249. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
250. be shared;

251. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

252. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
253. sale.

254. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
255. salespersons to act as dual agents in this transaction.

256. SELLER: _____

BUYER: _____

257. By: _____

By: _____

258. Its: _____
(Title)

Its: _____
(Title)

259. _____
(Date)

(Date)

260. SELLER: _____

BUYER: _____

261. By: _____

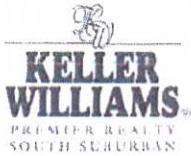
By: _____

262. Its: _____
(Title)

Its: _____
(Title)

263. _____
(Date)

(Date)



COMMERCIAL PURCHASE AGREEMENT

309. Page 8 Date 12/01/2015

310. Property located at 809 7th St E

Saint Paul

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

317. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
318. transaction constitute valid, binding signatures.

319. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
320. must be delivered.

321. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
322. contract for deed and be enforceable after the closing.

323. **OTHER:**
324. Seller and Buyers agree that Seller is Selling AS-IS WHERE-IS with no
325. expressed or written warranty what-so-ever

326. Buyers have had opportunity to inspect the building prior to execution
327. of this contract and are aware of it current condition.

328. Seller and Buyers agree that Seller shall have all thrift store
329. property removed and the floors broom swept clean in a mankind
330. workmanship manner (1) day prior to closing.

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COMMERCIAL PURCHASE AGREEMENT

342. Page 9 Date 12/01/2015

343. Property located at 809 7th St E

Saint Paul

344. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

345. ☐ If checked, this Purchase Agreement is subject to

346. attached Addendum to Commercial Purchase

347. Agreement: Counteroffer.

348. **FIRPTA:** Seller represents and warrants, under penalty

349. of perjury, that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a

---(Check one)---

350. non-resident alien individual, foreign corporation, foreign

351. partnership, foreign trust, or foreign estate for purposes

352. of income taxation. (See lines 269-282.) This representation

353. and warranty shall survive the closing of the transaction

354. and the delivery of the deed.

355. **SELLER**

356.

357. By: STEVEN BELL

358.

Its: Executive Director
(Title)

359.

12-2-2015
(Date)

360. **SELLER**

361.

362. By:

363.

Its:

(Title)

364.

(Date)

BUYER

Jim Erchul
Dayton's Bluff Neighborhood
Housing Services

By:

J. Erchul
Its: Executive Director
(Title)

(Date)

BUYER

Neighborhood Development Center
M. Temali

By:

Mikailo Temali
Its: CEO
(Title)

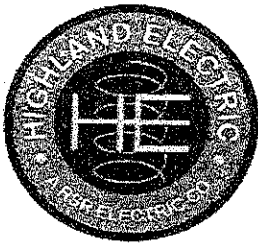
(Date)

365. **FINAL ACCEPTANCE DATE:** The Final Acceptance Date
366. is the date on which the fully executed Purchase Agreement is delivered.

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

369. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**
370. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**
371. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**
372. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**

373. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
374. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**



Estimate

HIGHLAND ELECTRIC INC.
2030 ST. CLAIR AVENUE
SAINT PAUL, MN 55105
Phone: 651-690-1551 Fax: 651-690-5209

Date: 11/24/2015

Estimate Submitted to: Animal Ark

Phone:

E-mail:

Job Name:

We hereby submit specifications and estimates for:

Install (2) new exit lights off existing lighting circuit per Mike S.

OFFICE REVERSE POLARITY HAS SERIES ISSUES.
LAMPS GLOWING; TURNING ON OFF WHEN
EQUIPMENT PLUGGED INTO GFI.

Mike S.

*** Pricing does not include any wall, ceiling, floor, or landscaping repairs unless specifically stated above. ***

*** Pricing does not include adding arc-fault protection to any circuit unless specifically stated above. ***

*** Any arc-fault protection pricing for existing circuits assumes existing wiring will hold under AFCI protection.

Changes, repairs, troubleshooting, etc. required for existing wiring that doesn't hold is to be done at T+M rate.

*** Area of work will need to be cleared of personal items before work can be started. ***

ESTIMATE AMOUNT: \$ 800.00

PLEASE NOTE:

I have read and understand the above estimate and terms.

I understand that I must pay half down, prior to the start of work,

and the balance upon completion. MasterCard and Visa are accepted.

Only the work listed above is included in this estimate. Any additional work that may be required due to hidden or unknown conditions,

work that is requested by the owner or the owner's representative,

or is required by an inspector will be done on a time and material

basis at the rate of \$115.00 per hour.

Authorized Signature

Date:

Customer Signature: