



# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

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

RECEIVED

NOV 14 2013

CITY CLERK

### We need the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number 465212)
- 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, November 19, 2013  
  
Time 11:30  
Location of Hearing:  
Room 330 City Hall/Courthouse

### Address Being Appealed:

Number & Street: 1940 Reaney Ave E City: Saint Paul State: MN Zip: 55119

Appellant/Applicant: Chris Dewberry Email cdewberr@umn.edu

Phone Numbers: Business 612-625-6352 Residence \_\_\_\_\_ Cell 817-793-5774

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Owner (if other than Appellant): Bill Bernier

Mailing Address if Not Appellant's: 4934 Quail Ave N

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell 651-276-9741

### What Is Being Appealed and Why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O I am appealing the Vacate Date of December 1, 2013.
- Summary/Vehicle Abatement \_\_\_\_\_
- Fire C of O Deficiency List My family and I may need till mid December to close on
- Code Enforcement Correction Notice a house and move in.
- Vacant Building Registration \_\_\_\_\_
- Other \_\_\_\_\_



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](http://www.stpaul.gov/dsi)

September 27, 2013

BILL BERNIER  
4934 QUAIL AVENUE NORTH  
CRYSTAL, MN.55429

### **Revocation of Fire Certificate of Occupancy and Order to Vacate**

RE: 1940 REANEY AVE  
Ref. # 120185

Dear Property Representative:

Your building was inspected on September 27, 2013, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 40.06 of the Saint Paul Legislative Code. A reinspection will be made on October 14, 2013 at 9:30A.M. or the property vacated.

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

#### DEFICIENCY LIST

1. Upstairs and downstairs - MSMC 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 and installed in accordance with the mechanical code. This work WILL require a permit(s). Call DSI at (651) 266-8989.-Dryer duct installed without a permit.
2. 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.
3. SPLC 39.02(c) - Complete and sign the smoke detector affidavit and return it to this office.

4. SPLC Sec 33.03 - Permits - - When Required. a. Building and general construction. No person shall construct enlarge alter repair move demolish or change the OCCUPANCY of a building or structure without first obtaining a building permit from the building official.-You have converted a single family home into a illegal duplex.
5. SPLC 33.03 c .Mechanical. No person shall install alter reconstruct or repair any ventilation or equipment without first obtaining a permit to do such work without first obtaining a permit from the building official.-Dryer duct ventilation installation done without permit.
6. SPLC 62.101 - Use of this property does not conform to zoning ordinance. Discontinue unapproved use or call DSI Zoning at (651) 266-8989 to convert to legal use.  
Discontinue: Occupying and illegal duplex

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 this order.

If you have any questions, email me at: [james.thomas@ci.stpaul.mn.us](mailto: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. # 120185



### INFORMATION SHEET

Please fill in all fields. All purchase information MUST match the Bid submitted

FHA Case Number: 271-875908 Today's Date: 11/18/13  
 Property Address: 1360 LAFOND AVE SAINT PAUL RAMSEY MN 55104  
Address City County St Zip Code

#### PURCHASER INFORMATION

Purchaser 1  
 Legal Name: CHRISTOPHER T. DEWBERRY  
 SSN/EIN: 642-05-9362  
 Current Address: 2627 GREEN TREE LANE  
FLOWER MOUND, TX 75022  
 Phone No: 817-793-5774  
 Email Address: cdewberr@umn.edu

Purchaser 2  
 Legal Name: SARAH D. AITKENS  
 SSN/EIN: 594-15-2168  
 Current Address: 2627 GREEN TREE LANE  
FLOWER MOUND, TX 75022  
 Phone No: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

#### TITLE INFORMATION

Title Style as joint tenants Vesting will appear as CHRISTOPHER T. DEWBERRY and SARAH D. AITKEN

If vesting should be different from above please enter here: \_\_\_\_\_

#### PURCHASE INFORMATION

Bid Confirmation number: 6839494-10609910-3 Date offer accepted: 11/7/13  
 Purchase Price: 98,100.00 Financing Type:  
 Closing costs: 2,943.00  FHA 203(b)  FHA 203(k)  Conventional  Cash  
 Selling broker commission: 2,943.00  FHA 203(b) Repair Escrow in the amount of \$ \_\_\_\_\_  
 Listing broker commission: 2,943.00 Purchaser type:  
 Net to HUD: 89,271.00  Owner-Occupant  Investor  
 Required Earnest Money: 1,000.00

Lead Based Paint Disclosure Addendum attached?  Yes  No \* required if the property was built prior to 1978  
 Can we hold this offer as a backup offer?  Yes  No

#### CLOSING AGENT INFORMATION

Company Name: LAND TITLE  
 Address: 7230 Forestview Lane N. MAPLE GROVE MN 55379  
Address City St Zip Code  
 Primary Contact: \_\_\_\_\_ Secondary Contact  
 Name: AMY CHRISTIANSON Name: \_\_\_\_\_  
 Phone No: 763-323-3677 Phone No: \_\_\_\_\_  
 E-mail: achristianson@landtitleinc.com E-mail: \_\_\_\_\_

Has this closing/escrow company previously registered with HUD?  Yes  No

If yes, please enter HUD Title ID# if known LANDT10025

#### BROKER/ AGENT INFORMATION

Selling Broker Name: RE/MAX RESULTS Brokerage Phone No: 952-212-0968  
 Brokerage Name: RE/MAX RESULTS Brokerage EIN/SSN: \_\_\_\_\_  
 Brokerage Address: 2605 CAMPUS DRIVE Brokerage NAID: achristianson@landtitleinc.com  
PLYMOUTH, MN 55441

Selling Agent Name: DON MAILEY Phone No: 952-212-0968 E-mail: DON@DONMAILEY.COM

Buyer Agent Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ E-mail: \_\_\_\_\_

All contract packages must be reviewed by the Listing Agent prior to submission. \* Verify that all forms are filled out in their entirety

**Sales Contract**  
Property Disposition Program

U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner

HUD Case No.  
**271-875908**

- I (We), CHRISTOPHER T. DEWBERRY and SARAH D. AITKENS  
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:  
1360 LAFOND AVE, SAINT PAUL, RAMSEY, MN 55104  
(street number, street name, unit number, if applicable, city, county, State)
- The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: CHRISTOPHER T. DEWBERRY and SARAH D. AITKENS, as joint tenants
- The agreed purchase price of the property is \_\_\_\_\_ > **3. \$ 98,100.00**  
Purchaser has paid \$ 1,000.00 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by LAND TITLE
- Purchaser is applying for FHA insured financing [  203(b),  203(b) repair escrow,  203(k) ] with a cash down payment of \$ \_\_\_\_\_ due at closing and the balance secured by a mortgage in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.)  
 Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_  
 Purchaser is paying cash or applying for conventional or other financing not involving FHA.
- Seller will pay reasonable and customary costs; but not more than actual costs, nor more than paid by a typical Seller in the area of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed \_\_\_\_\_ > **5. \$ 2,943.00**
- Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of \_\_\_\_\_ > **6a. \$ 2,943.00**
- If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: \_\_\_\_\_ > **6b. \$ 2,943.00**
- The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) \_\_\_\_\_ > **7. \$ 89,271.00**
- Purchaser is:  owner-occupant (will occupy this property as primary residence)  investor  
 nonprofit organization  public housing agency  other government agency. Discount at closing: \_\_\_\_\_ %  
*Discount will reduced by amounts, if any, listed on Line Items 5 and 6.*
- Time is of the essence as to closing. The sale shall close not later than 45 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or LAND TITLE
- If Seller does not accept this offer, Seller  may  may not hold such offer as a back-up to accepted offer.
- Lead based paint addendum  is  is not attached; Other addendum  is  is not attached hereto and made part of this contract.
- Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser's initials: CTD Seller's initials: \_\_\_\_\_
- This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.  
**Certification of Purchaser:** The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign) CHRISTOPHER T. DEWBERRY SARAH D. AITKENS  
Purchaser(s) Address: 2627 GREEN TREE LANE  
FLOWER MOUND, TX 75022  
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) 642-05-9362 594-15-2168 Phone No: 817-793-5774  
Seller: Secretary of Housing and Urban Development By: (type name & title, & sign) \_\_\_\_\_  
X

Date Purchaser(s) Signed Contract: 11-7-13  
Date Contract Accepted by HUD: \_\_\_\_\_

**Certification of Broker:** The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code) RE/MAX RESULTS  
2605 CAMPUS DRIVE  
PLYMOUTH, MN 55441  
Broker's EIN or SSN: (include hyphens) \_\_\_\_\_  
Signature of Broker: \_\_\_\_\_  
SAMS NAID: achristianson@landtitleinc  
Broker's Phone No: 952-212-0968  
Type or print the name and phone number of sales person: DON MAILEY 952-212-0968 DON@DONMAILEY.COM

This section for HUD use only. Broker notified of: \_\_\_\_\_  
 Acceptance  Back-Up No  
 Rejection  Return Earnest Money Deposit X  
Authorizing Signature & Date: \_\_\_\_\_  
Previous editions are obsolete. ref. Handbook 4310.5 form HUD-9548 (1/99)

Case Number: 271-875908  
Property Address: 1360 LAFOND AVE  
SAINT PAUL, RAMSEY, MN 55104



### BUYER SELECT CLOSING AGENT CONTRACT ADDENDUM

This form must be completed in its entirety and submitted with the actual purchaser signed sales contract.

This contract to purchase is eligible for participation in the HUD "Buyer Select" pilot closing agent Program. It is the responsibility of the purchaser to choose their own escrow/closing company. HUD will not pay for the escrow/closing service. It will be the responsibility of the purchaser. Please note Line 9 of the HUD-9548 Sales Contract must contain the buyer selected closing agent listed on this form. This addendum will amend the HUD-9548 Sales Contract lines 3 & 9 with the title company name entered below.

I/We authorize BestAssets to release a copy of the sales contract and all applicable addenda/amendments for the following property to the closing agent/escrow company listed on this form.

FHA Case Number 271-875908

Property Address 1360 LAFOND AVE City SAINT PAUL State MN Zip 55104

Buyer(s) Name CHRISTOPHER T. DEWBERRY Phone Number 817-793-5774  
SARAH D. AITKENS Phone Number \_\_\_\_\_

Selling Broker Name RE/MAX RESULTS Phone Number 952-212-0968

Listing Broker Name RE/MAX RESULTS Phone Number 612-490-0785

**Title Company/Closing Agent/Escrow Company Information** (verify information provided is correct prior to submission)

Company Name LAND TITLE Phone Number 763-323-3677

Primary Contact Person AMY CHRISTIANSON Phone Number 763-323-3677

Secondary Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Office Address 7230 Forestview Lane N. City MAPLE GROVE State MN Zip 55379

Email Address: achristianson@landtitleinc.com

*\*Include the primary contact's direct email if a general email is provided. Ex. carriecloser@abctitle.com & orders@abctitle.com*


Has this particular location for closing/escrow company previously registered with HUD?  YES  NO

If yes, please enter HUD Title ID# if known LANDTI 0025 (title IDs are granted per branch/location)

LTAFO002

Chris Dewberry   11-7-13  
Purchaser's Signature Date

Sarah Aitkens   11/7/13  
Purchaser's Signature Date

Charles  11/07/13  
Seller Signature Date

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between Chris T. Dewberry and wife Sarah Hittens [Tenant] and Bill Bernier [Landlord].

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 1940 - Reaney Ave E. St. Paul, MN 55119 [the premises],

together with the following furnishings and appliances: Washer, Dryer, Range + Fridge + window AC

Rental of the premises also includes \_\_\_\_\_

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: 1 15 mo. old boy

Occupancy by guests for more than 48 hr. is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on July 19th 2013, and end on July 31, 2014. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$ 1125-, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

Delivery of payment

Rent will be paid:

- by mail, to \_\_\_\_\_
- in person, at I will pick up

Form of payment

Landlord will accept payment in these forms:

- personal check made payable to Bill Bernier
- cashier's check made payable to \_\_\_\_\_
- credit card
- money order
- cash

Prorated first month's rent

For the period from Tenant's move-in date, July 19th, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ 435.48. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge as follows: 70. --. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ 40. --.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1125 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21- days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

[optional text, if any]

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Trash, Water, Gas + Electric  
Tenant's to reimburse Owner 1/2 each for Gas + Electric

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.



**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and \_\_\_\_\_

under the following conditions: 2 small-medium dogs  
for which it is agreed a \$350 additional damage  
deposit will be paid

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord will give Tenant 24 hr. notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 48 hrs. or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

- Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party  shall not /  shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Other disclosures: \_\_\_\_\_

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 1940 - Kearney Ave.  
St. Paul, MN 55119
- The manager, at the following address: \_\_\_\_\_
- The following person, at the following address: \_\_\_\_\_

Bill Bernick  
Owner

Sandra  
Chris Durbey  
Tenants

### DISCLOSURE OF LEAD-BASED PAINT

#### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### Lessor's (LANDLORD) Disclosure (check (i) or (ii) below)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor:

- (i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's (TENANT) Acknowledgment (initial)

- (c) CTD da Lessee has received copies of all information listed above.
- (d) CTD da Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

#### Agent's Acknowledgment (initial)

- (e) BB Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Bill Seaver  
LANDLORD

7-17-13  
DATE

Chris Demburg  
TENANT

7-17-13  
DATE

Sande De

7-17-13

Received From Amanda  
Stumphly \$ 2500 - as Damage  
Dep. of \$ 1450 (400 pet + 1050  
Damage)  
+ \$ 1050 Rent for 9-1-13 -  
9-30-13

Lease to go for 9-1-13  
to June 30th 2014  
to be signed by 9-5-13  
Bill Berner 9-29-13

Amanda 8.29.13

1940 Peany St.  
St. Paul, MN 55119

witnessed by:  
Jason Line