



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

MAR 25 2014

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number Check 5354)
 - Copy of the City-issued orders/letter being appealed
 - Attachments you may wish to include Initial purchase offer
 - 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>April 8, 2014</u> |
| Time <u>1:30 p.m.</u> |
| Location of Hearing: |
| Room 330 City Hall/Courthouse |

Address Being Appealed:

Number & Street: 1040 Cumberland St. City: St. Paul State: MN Zip: 55117

Appellant/Applicant: Victoria Fegley (Personal rep) Email VKLEARY@YAHOO.COM

Phone Numbers: Business 651-221-4505 Residence _____ Cell 612-201-2863

Signature: Victoria Fegley Date: 3/25/14

Name of Owner (if other than Appellant): Estate of ELGENE LEARY

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ 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
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other

As personal representative of the Estate of Elgene Leary, I plan to sell the 1040 Cumberland St. property by May 31, 2014. I intend to get a Truth in Housing inspection and have the buyer make all necessary repairs.



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

March 17, 2014

COPY

VICTORIA FEGLEY
7929 COOPER AVE
INVER GROVE HGTS MN 55076-3126

FIRE INSPECTION CORRECTION NOTICE

RE: 1040 CUMBERLAND ST

Ref. #121365
Residential Class: C

Dear Property Representative:

Your building was inspected on March 17, 2014 for the renewal of your Fire Certificate of Occupancy. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date.

A re-inspection will be made on April 18, 2014 at 10:30 AM.

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 shall be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional re-inspection fees.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

DEFICIENCY LIST

1. Exterior - Back door - Ext. Door SPLC 34.09 (3), 34.33 (3) - Repair and maintain the door in good condition. Repair or replace the damaged screen door.

2. Exterior - Backyard - SPLC 34.08 (1), 34.31 (1) - All exterior property areas shall be maintained free from any accumulation of refuse, garbage or feces.-Remove the mattress and box spring that are in the back yard
3. Exterior - Deck - SPLC 34.08 (1), 34.31 (1) - All exterior property areas shall be maintained free from any accumulation of refuse, garbage or feces. Remove the bags of soda cans that are stored on the deck
4. Exterior - Throughout - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window in good condition. Scrape and paint the chipped and peeling paint.
5. Exterior and interior - MSBC -Section 105.1 - Permits Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. Work being done requires a permit. Have contractors call DSI and schedule final inspection for open permits for warm air and vent and for re-shingling / re-roofing
6. Interior - Attic - SPLC 34.10 (3) 34.33(2) - Provide an approved guardrail. Intermediate balustrade must not be more than 4 inches apart. Intermediate rails must be provided if the height of the platform is more than 30 inches.
7. Interior - Basement - UMC 1346.703 - Provide 30 inches clearance around all mechanical equipment. Move the storage of combustibles so that there is 30 inches of clearance around the furnace.
8. Interior - Basement - MSFC 104.9, 1005.3.2.2 - Remove the storage under the stairs or provide and maintain 1 hour fire resistive construction on the storage side of the stairs.
9. Interior - Basement - 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.**
10. Interior - Bathroom - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the walls in an approved manner. Patch the holes and/or cracks in the walls. Maintain in a professional state of repair.
11. Interior - Bedrooms - MN State Statute 299F.50 Immediately provide and maintain an approved Carbon Monoxide Alarm in a location within ten (10) feet of each sleeping area. Installation shall be in accordance with manufacturers instructions.

12. Interior - Hallway - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped. Replace the missing protective globe in the hallway.
13. Interior - Kitchen - SPLC 34.12 (2), SPLC 34.36 (1) - Repair and maintain all required and supplied equipment in an operative and safe condition to properly and safely perform their intended function in accordance with the provisions of the applicable code. Repair or replace the damaged oven and broiler.
14. Interior - Kitchen - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the floor in an approved manner. Repair or replace the floor tile.
15. Interior - Kitchen - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window lock.
16. Interior - Living room - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the ceiling in an approved manner. Patch the holes and/or cracks in the ceiling in the living room.
17. Interior - Master bedroom - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the walls in an approved manner. Patch the holes and/or cracks in the walls.
18. Interior - throughout - MSFC 605.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Replace the missing or broken electrical cover plates in the living room, master bedroom, kitchen, and attic.
19. Interior - throughout - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Reduce the storage in the master bedroom, porch and in the basement by 50%.
20. 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.
21. SPLC 39.02(e) - Complete and sign the smoke detector affidavit and return it to this office.

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

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: scott.perrier@ci.stpaul.mn.us or call me at 651-266-8995 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,

Scott Perrier
Fire Inspector

Reference Number 121365

COPY

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2013 Minnesota Association of REALTORS®, Edina, MN

1. Date * 03-11-2014

2. Page 1 of

3. BUYER (S): Property Investors Unlimited, LLC

4.

5. Buyer's earnest money in the amount of Four-Hundred & 00/100

6. Dollars (\$ 400.00)

7. shall be delivered to listing broker within two (2) Business Days after Final Acceptance Date of this Purchase Agreement.

8. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within

9. three (3) Business Days of receipt of the earnest money.

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

11. Street Address: 1040 Cumberland Street

12. City of Saint Paul, County of Ramsey

13. State of Minnesota, legally described as

14. See Attached Exhibit A

15.

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door and heatilators; BUILT-INS: dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; AND the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

28.

29.

30. Notwithstanding the foregoing, leased fixtures are not included.

31. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

32.

33.

34. Seller has agreed to sell the Property to Buyer for the sum of (\$ 42,000.00)

35. FORTY-TWO THOUSAND Dollars,

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

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

39. 2. FINANCING of 0 percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

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

43. [] Conventional [] FHA [] DVA [] Assumption [] Contract for Deed [X] Other: Cash

44. The date of closing shall be on or before 4-30, 2014

PURCHASE AGREEMENT

45. Page 2 Date 03-11-2014

- 46. Property located at 1040 Cumberland Street Saint Paul
- 47. This Purchase Agreement IS IS NOT subject to an Addendum to Purchase Agreement: Sale of Buyer's Property
(Check one.)
- 48. Contingency for sale of Buyer's property. (If answer is IS, see attached Addendum.)
- 49. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing
- 50. is applicable.)
- 51. This Purchase Agreement IS IS NOT subject to cancellation of a previously written purchase agreement
(Check one.)
- 52. dated _____, 20_____. (If answer is IS, said cancellation shall be obtained no later than
- 53. _____, 20_____. If said cancellation is not obtained by said date, this Purchase Agreement
- 54. is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation
- 55. and directing all earnest money paid hereunder to be refunded to Buyer.)
- 56. Buyer has been made aware of the availability of Property inspections. Buyer Elects Declines to have a
(Check one.)
- 57. Property inspection performed at Buyer's expense.
- 58. This Purchase Agreement IS IS NOT subject to an Addendum to Purchase Agreement: Inspection Contingency.
(Check one.)
- 59. (If answer is IS, see attached Addendum.)
- 60. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a (check one):
- 61. Warranty Deed, Personal Representative's Deed, Contract for Deed, Trustee's Deed, or
- 62. Other: _____ Deed joined in by spouse, if any, conveying marketable title, subject to
- 63. (a) building and zoning laws, ordinances, and state and federal regulations;
- 64. (b) restrictions relating to use or improvement of the Property without-effective forfeiture provisions;
- 65. (c) reservation of any mineral rights by the State of Minnesota;
- 66. (d) utility and drainage easements which do not interfere with existing improvements;
- 67. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____
- 68. _____;and
- 69. (f) others (must be specified in writing): _____
- 70. _____
- 71. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
- 72. including all penalties and interest.
- 73. Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due
(Check one.)
- 74. and payable in the year 20_____.
- 75. Seller shall pay PRORATED TO DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due and
(Check one.)
- 76. payable in the year 20 14. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
- 77. to the new closing date. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller
- 78. SHALL SHALL NOT pay the difference between the homestead and non-homestead.
(Check one.)
- 79. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
- 80. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate taxes.
- 81. DEFERRED TAXES/SPECIAL ASSESSMENTS:
- 82. BUYER SHALL PAY SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
(Check one.)
- 83. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 84. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON
(Check one.)
- 85. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
- 86. payable in the year of closing.

PURCHASE AGREEMENT87. Page 3 Date 03-11-2014

88. Property located at 1040 Cumberland Street Saint Paul
89. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
90. of the date of this Purchase Agreement.
91. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)
92. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
93. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
94. or less, as required by Buyer's lender.)
95. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
96. which is not otherwise herein provided.
97. As of the date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
(Check one.)
98. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
99. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
100. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
101. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
102. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
103. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
104. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
106. directing all earnest money paid hereunder to be refunded to Buyer.
107. **POSSESSION:** Seller shall deliver possession of the Property no later than immediately after closing.
108. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the Property
109. by possession date.
110. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
111. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
112. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
113. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
114. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the Property, if
115. in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
116. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
117. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's
118. title opinion at Buyer's selection and cost and provide a copy to Seller.
119. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
120. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
121. following:
122. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
123. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
124. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
125. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
126. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
127. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
128. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
129. to Buyer.
130. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
131. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
132. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
133. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
134. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

PURCHASE AGREEMENT

135. Page 4 Date 03-11-2014

- 136. Property located at 1040 Cumberland Street Saint Paul
- 137. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
- 138. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with
- 139. construction, alteration or repair of any structure on, or improvement to, the Property.
- 140. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
- 141. proceedings, or violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller
- 142. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
- 143. such notices received by Seller shall be provided to Buyer immediately.
- 144. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
- 145. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
- 146. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 147. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
- 148. inspections agreed to herein.
- 149. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any
- 150. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property
- 151. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,
- 152. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
- 153. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 154. directing all earnest money paid hereunder to be refunded to Buyer.
- 155. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 156. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
- 157. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
- 158. ending at 11:59 P.M. on the last day.
- 159. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
- 160. stated elsewhere by the parties in writing.
- 161. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
- 162. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
- 163. and Seller shall affirm the same by a written cancellation agreement.
- 164. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
- 165. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults
- 166. in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either
- 167. party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that
- 168. this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation
- 169. under MN Statute 559.217, Subd. 4.
- 170. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
- 171. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
- 172. specific performance, such action must be commenced within six (6) months after such right of action arises.

173. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
 174. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
 175. **THIS PURCHASE AGREEMENT.**

176. ~~BUYER HAS RECEIVED A (check any that apply): DISCLOSURE STATEMENT: SELLER'S PROPERTY OR A~~
 177. ~~DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.~~

178. ~~DESCRIPTION OF PROPERTY CONDITION: See Disclosure Statement: Seller's Property or Disclosure Statement:~~
 179. ~~Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if any.~~

180. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

181. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
 182. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

183. Page 5 Date 03-11-2014

184. Property located at 1040 Cumberland Street Saint Paul

185. (Check appropriate boxes.)

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

187. CITY SEWER YES NO / CITY WATER YES NO

188. SUBSURFACE SEWAGE TREATMENT SYSTEM

189. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

190. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure

191. Statement: Subsurface Sewage Treatment System.)

192. PRIVATE WELL

193. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

194. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

195. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
(Check one.)

196. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

197. (If answer is IS, see attached Addendum.)

198. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
199. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE
200. TREATMENT SYSTEM.

201. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
202. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
203. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
204. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
205. www.corr.state.mn.us.

206. HOME PROTECTION/WARRANTY PLAN: Buyer and Seller are advised to investigate the various home protection/
207. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
208. exclusions, limitations and service fees. Most plans exclude pre-existing conditions. (Check one.)

209. A Home Protection/Warranty Plan will be obtained and paid by BUYER SELLER to be issued by _____
(Check one.)

210. _____ at a cost not to exceed \$ _____

211. There will be no Home Protection/Warranty Plan as part of this Agreement.

NOTICE

212. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

213. _____
(Real Estate Company Name)

214. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

215. _____
(Real Estate Company Name)

216. _____
(Real Estate Company Name)

217. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**



PURCHASE AGREEMENT

218. Page 6 Date 03-11-2014

219. Property located at 1040 Cumberland Street Saint Paul

DUAL AGENCY REPRESENTATION

220. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

221. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 223-239.*

222. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 224-239.*

223. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that

224. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

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

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

227. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

228. Seller _____ Buyer _____

229. Seller _____ Buyer _____

230. Date _____ Date _____

240. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

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

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

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

244. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

245. **OTHER:** _____

246. _____

247. _____

248. _____

249. _____

250. _____

251. _____

252. _____

253. _____

254. _____

255. _____

256. _____

257. _____

258. _____

259. _____

260. _____

261. _____



PURCHASE AGREEMENT

262. Page 7 Date 03-11-2014

263. Property located at 1040 Cumberland Street Saint Paul

264. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.
265. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).
266. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
267. not be part of the page numbering.

268. I, the owner of the Property, accept this Purchase
269. Agreement and authorize the listing broker to withdraw
270. said Property from the market, unless instructed
271. otherwise in writing.
272. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the Property for the price and on
the terms and conditions set forth above
I have reviewed all pages of this Purchase
Agreement.

273. If checked, this Purchase Agreement is subject to
274. attached Addendum to Purchase Agreement:
275. Counteroffer.

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

X [Signature] 03-11-14
(Buyer's Signature) (Date)

277. X Victoria K. Fegley/Personal Rep.
(Seller's Printed Name)
ESTATE OF EUGENE W. LEARY

X Property Investors Unlimited, LLC
(Buyer's Printed Name)

278. X _____
(Marital Status)

X _____
(Marital Status)

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

X _____
(Buyer's Signature) (Date)

280. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

281. X _____
(Marital Status)

X _____
(Marital Status)

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

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

~~286. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE
287. STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,
288. WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.
289. SELLER(S) _____ BUYER(S) _____
290. SELLER(S) _____ BUYER(S) _____~~

[Handwritten mark]



ADDENDUM TO PURCHASE AGREEMENT

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1. Date 03-11-2014

2. Page _____

3. Addendum to Purchase Agreement between parties, dated 03-11, 20 14, pertaining to the
4. purchase and sale of the property at 1040 Cumberland Street, Saint Paul MN 55117

5. _____

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.

8. Seller and Buyer agree to close this transaction at Liberty Title, Inc.

9. Buyer agrees to purchase the property in as-is condition with no
10. warranties.

11. Buyer agrees to pay all Seller and Buyer closing costs to exclude
12. pro-rated taxes.

13. Seller will remove any desired items from the property prior to
14. closing. Buyer agrees to dispose of any remaining items at Buyers
15. expense.

16. Buyer agrees to complete all city required repairs, if any, at Buyers
17. expense and will escrow required repair funds with the city if
18. required.

19. _____

20. Seller and Buyer hereby waive the written Disclosure required under MN
21. Statutes 513.52 through 513.60.

22. _____

23. Seller will assure the property is vacated of any tenants prior to
24. closing at Sellers expense.

25. Seller is required to provide to the Buyer a copy of the city TISH
26. report for the Buyer to review. This report is not yet completed and
27. therefore has not been reviewed by the Buyer. The Buyer retains the
28. right to cancel this contract within 24 hours after review of the city
29. TISH report.

29. _____

30. _____

31. _____ 03-11-14
(Seller) Victoria K. Fegley/Personal Rep. (Date) (Buyer) Property Investors Unlimited, LLC (Date)
ESTATE OF EUGENE W. LEAHY

32. _____
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

PROPERTY INVESTORS UNLIMITED LLC
1520 KANAWHA BOULEVARD
ANN ARBOR, MI 48103

0003
0002
0001

03-11-14

Order of

LIBERTY TITLE, INC

\$ 400.00

Four hundred & 00/100

Dollars



www.icebank.com
(912) ICE BANK

For

1040 CLEVELAND AVE

[Signature]

⑆2910⑆0001⑆1439912754⑆08003

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