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APPLICATION FOR APPEAL

RECEIVED
JUN 20 2012
CITY CLERK

Saint Paul City Clerk
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8560

The City Clerk needs the following to process your appeal:

- ☑ $25 filing fee payable to the City of Saint Paul (if cash: receipt number_____)
- ☑ Copy of the City-issued orders or letter which are being appealed
- ☑ Attachments you may wish to include
- ☑ This appeal form completed
- ☐ Walk-In *OR* ☑ Mail-In

CVS is buying the property - will be demolished in about 9 mos.

YOUR HEARING Date and Time:

Tuesday, 7-10-12

Time 1:30 P.M.

Location of Hearing:
Room 330 City Hall/Courthouse

emailed Notice 6-21-12 jpm

Address Being Appealed:

Number & Street: 1759 Maryland City: St. Paul State: MN Zip: 55106

Appellant/Applicant: Artemus Anderkay Email Artemusga@yahoo.com

Phone Numbers: Business (763) 923 1432 Residence _____ Cell (763) 923 1432

Signature: _____ Date: 6/18/12

Name of Owner (if other than Appellant): Beowulf Properties LLC

Address (if not Appellant's): same as above

Phone Numbers: Business same as above 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 _____
- ☐ Fire C of O: Only Egress Windows _____
- ☒ Code Enforcement Correction Notice item 1 - MSFC 1026.6, + 11 - SPLC 34.07
- ☐ Vacant Building Registration _____
- ☐ Other _____

Dear City Clerk:

I called and spoke with Jani and she mentioned that the appeal application would still be accepted if I send today for both the windows and the steps.

I am requesting an appeal as I would put money into a property that would demolished in 6 months. And all the improvements work would be destroyed.

I am in the process of selling the home in which it will be demolished. I have signed a letter of intent with a company that works with CVS. The project goes in front of the investment committee in June, which is expected to approve the project. CVS is expected to purchase 5 properties on the corner of White Bear Ave and Maryland Ave. 1759 Maryland Ave E being one of them. The process may take about 6-9 months for testing, rezoning, etc to occur. At that time all of the properties will be demolished to put up a new CVS store.

Sincerely and Thank you

Beowulf Properties
Artemus Anderkay

DEPARTMENT OF SAFETY AND INSPECTIONS
Fire Inspection Division
Ricardo X. Cervantes, Director

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

June 7, 2012

BEOWULF PROPERTIES LLC
C/O ARTEMUS ANDERHAY
6116 WINNETKA AVE N
NEW HOPE MN 55428-2742

FIRE INSPECTION CORRECTION NOTICE

RE: 1759 MARYLAND AVE E
Ref. #113852
Residential Class: C

Dear Property Representative:

Your building was inspected on June 7, 2012 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 July 9, 2012 at 11:00A.M..

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. All Bedrooms - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. The minimum size must be 5 square feet of glazed area with a minimum of 24 inches of openable height and 20 inches of openable width. With a finished sill height not more than 48 inches. This work may require permit(s). Call DSI at (651)- 266-9090. Refer to the Escape Windows for Residential Occupancies handout for more information.-Double hung windows. Openable height is 21inches. Openable width 24inches. Sill 27inches. Glazed 44inches in height by 21inches in width.

2. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove all excess in mattresses from basement

3. Bedrooms doors main floor - MSFC 1003.3.1.8 - Remove unapproved locks from the unit doors. The door must be openable from the inside without the use of keys or special knowledge or effort.

4. East side steps - SPLC 34.09 (2), 34.32(2) - Repair or replace the damaged guardrail in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090.

5. Front Entry Door - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door in good condition. Scrape all peeling paint and paint the front door.

6. Garage - SPLC 34.08 (5), 34.31 (3) - Repair, replace and maintain all exterior surfaces on fences, sheds, garages and other accessory structures free from holes and deterioration. Provide and maintain exterior unprotected surfaces painted or protected from the elements.

7. HOUSE - SPLC 34.10 (5), 34.33 (4), 34.16 - Provide and maintain interior in a clean and sanitary condition.

8. HOUSE - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the walls in an approved manner.-Repair or replace the damaged or deteriorated wall coverings. Paint the wall.

9. House - SPLC 34.09 (1) b,c, 34.32 (1) b,c - Provide and maintain all exterior walls free from holes and deterioration. ALL WOOD exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint.

10. House - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped.

11. Steps attached to house - SPLC -34.07 Exterior Structures . c . Stairs steps deemed hazardous by the enforcement officer shall be corrected so as to be in compliance with the Building Code.-Front steps

12. Upstairs - MSFC 1011.2 - Remove the materials that cause an exit obstruction. Maintain a clear and unobstructed exitway.-Remove dresser from top of stairway

13. Upstairs - SPLC 34.10 (3) 34.33(2) - Provide an approved guardrail. Intermediate ballustrade must not be more than 4 inches apart. Intermediate rails must be provided if the height of the platform is more than 30 inches.

14. Upstairs - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. Remove dresser and or bed post that will prevent escape through escape window.

15. Upstairs - 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.

16. MSFC 605.4 - Discontinue use of all multi-plug adapters.-Various locations

17. MSFC 307.1 Fire Prevention has been receiving complaints regarding fires conducted on your property. All fires on the ground must be a minimum of 25 feet from structures or contained in a grill or outdoor fireplace. Wind speeds must be under 10 mph, constantly attended, a means of extinguishment must be provided. Only natural firewood can be burned (no construction materials, brush or waste materials), and fire shall be extinguished if the smoke is deemed a nuisance. A citation will be issued for non-compliance.

18. UMC 504.6 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter. This work WILL require a permit(s). Call DSI at (651) 266-8989.

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

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8688) and must be filed within 10 days of the date of this order.

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

Sincerely,

James Thomas
Fire Inspector

Reference Number 113852

Velmeir Acquisition Services, L.L.C.
7201 W. 78th Street
Bloomington, Minnesota 55439
Telephone: (952)-883-3240

December 19, 2011, 2011

Re: **Purchase and Sale of Property at the: NWQ of Maryland and White Bear, St Paul, MN 55106**
Commonly known as: 1759 Maryland Ave, St Paul Minnesota, 55106
Tax Parcel ID No.: 222922440046
(herein referred to as the "Property")

Dear Mr. Anderkay

Thank you for meeting with us to discuss the purchase and sale of your Property. As a result of our discussions, we are delivering to you this Binding Letter of Intent outlining the terms for the purchase and sale of the above referenced Property. Please accept this **Binding Letter of Intent** for the purpose of expressing our agreement on the terms contained below.

Subject Property: The term "Property" shall include the land and improvements located in the City of St Paul, County of Ramsey, State of Minnesota, commonly known as 1759 Maryland Ave and described on Exhibit "A" (if the legal description is not available at the time of execution of this agreement the parties shall attach the description as soon as same is available) together with all rights of ingress and egress, easements benefiting the Property, leases affecting the Property that are specifically consented to by Purchaser, if any and generally, all rights and benefits that pertain or relate to the land and improvements located thereon. The Property consists of approximately 5,227 +/- usable square feet (approximately .12 acres).

Seller: **Beowulf Properties L.L.C.** ("Seller ")

Purchaser: Velmeir Acquisition Services, L.L.C., a Michigan limited liability company, on behalf of its successors, subsidiaries or assigns ("Purchaser").

Purchase Price: [redacted]

Purchase Agreement: Purchaser and Seller shall after the execution hereof cause to be prepared a Purchase Agreement by and between Seller and Purchaser containing the terms outlined herein and such other terms and conditions as are customary and as the parties may mutually agree on, provided however, unless otherwise agreed to in the Purchase Agreement, the Purchase Agreement shall not modify or alter the terms contained herein. This Binding Letter of Intent and/or the Purchase Agreement when executed shall be assignable by Purchaser.

Contingencies/ Inspection: The Purchase Agreement shall provide for an "Initial Inspection Period" of One Hundred and Eighty (180) days from the date of execution of the Purchase Agreement, and further provide for two (2) ninety (90) day extensions (respectively the "First Extension Period" and the "Second Extension Period") at Purchaser's option, if needed, in which Purchaser shall investigate, inspect and study the Property to determine if all aspects of the Property are acceptable to Purchaser, in its discretion, including all improvements thereon, and including, without limitation, status of title; survey results; zoning classification of the Property; availability and adequacy of all utilities; availability and receipt of all approvals and permits from the local municipality and all necessary county, state and federal agencies as required for Purchaser's intended use of the Property; rezoning of the Property and receipt of special land use approval, if needed, for Purchaser's intended use of the Property; the economic suitability and feasibility of the Property for Purchaser's intended use; availability of financing acceptable to Purchaser; availability of sufficient parking to serve Purchaser's