DEPARTMENT 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, MN 55101-1806
Telephone: 651-266-8989
Fax: 651-266-8951

August 14, 2012

Elsie Fohrenkamm
442 Dewey St
Saint Paul MN 55104-3530

CORRECTION NOTICE - COMPLAINT INSPECTION

RE: 744 3RD ST E

Ref. # 13644

Dear Property Representative:

An inspection was made of your building on July 26, 2012 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. A reinspection will be made on or after September 13, 2012.

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

DEFICIENCY LIST

1. EXTERIOR STAIRWAY - SPLC 34.09 (2) 34.32 (2) - Provide an approved handrail. The top of the handrail must be between 34 and 38 inches above the treads and run the entire length of the stair. Replace all rotted wood and secure all loose or wobbly areas of stairway.

2. SHED - SPLC 34.08 (5), 34.31 (3) Remove or repair delapidated shed located at southeast corner of exterior.

3. 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.-Repair / replace all rotted wood around exterior and paint as required. Seal all holes and penetrations on exterior walls with an approved caulk or sealant.

4. SPLC 45.03 (6) Remove all noxious growth around exterior. Several areas have invasive growth near foundation and exterior walls which will adversely affect the structure if allowed to continue growing. Remove as required.

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 the original orders.

If you have any questions, email me at: david.bergman@ci.stpaul.mn.us or call me at 651-266-8944 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,

Dave Bergman
Fire Inspector

Ref. # 13644

PAINT BOOTH FIRE SYSTEMS REPORT

GERRY'S
Fire & Safety, Inc.

P.O. Box 75
St. Paul, MN 55055
(651) 459-1324

DATE OF SERVICE:_____ TIME:_____ A.M.___ P.M.___
ANNUAL___ SEMI-ANNUAL___ RECHARGE___ INSTALLATION___
RENOVATION___
LOCATION OF SYSTEM CYLINDERS_____
_____
MANUFACTURER_____ MODEL#_____
WET_____ DRY_____
CYLINDER SIZE MASTER_____ CYLINDER SIZE SLAVE_____
CYLINDER SIZE SLAVE_____
FUSE LINKS 360_____ 450_____ 500_____ OTHER_____
FUSE SHUT-OFF_____ ELECTRIC_____ GAS_____ SIZE_____
SERIAL #_____ LAST HYDRO TEST DATE_____
LAST RECHARGE DATE_____
MANUFACTURERS MANUAL REFERNCE : PAGE #_____
DRAWING#_____

NAME_____
ADDRESS_____
CITY_____
TELEPHONE_____
OWNER/MANAGER_____

1. Paint booth covered w/correct nozzles._____
2. Duct and plenum covered w/correct nozzles._____
3. Check positioning of all nozzles._____
4. System installed in accordance w/MFG UL listing._____
5. Hood/duct penetrations sealed w/weld or UL device. _____
6. Check if seals intact, evidence of tampering._____
7. If system has been discharged, report the same._____
8. Pressure gauge in proper range.(if gauged)_____
9. Check cartridge weight.(if applicable)_____
10. Hydrostatic test date. _____
11. 6 year maintenance date._____
12. Inspect cylinder and mount._____
13. Operate system from terminal link._____
14. Test for proper operation from remote._____
15. Check operation of micro switch._____
16. Check operation of gas valve._____
17. Clean nozzles._____
18. Proper nozzle covers in place._____
19. Check fuse links and clean._____
20. Replaced fuse links._____
21. Check travel of cable nuts/S-hooks._____
22. Piping and conduit securely bracketed._____
23. Other_____
24. Paint mixing room system._____
25. Exhaust fan in operating order._____
26. All filters replaced._____
27. Fuel shut off in position._____
28. Manual & remote set/seals in place._____
29. Replace systems covers._____
30. System operational & seals in place._____
31. Slave system operational._____
32. Clean cylinder and mount._____
33. Fan warning sign on._____
34. Personnel instructed in manual operation of system._____
35. Proper hand portable extinguishers._____
36. Portable extinguishers properly serviced._____
37. Service & Certification tag on system._____

NOTE DISCREPANCIES/DEFICIENCIES BELOW

Comments:_____
_____
_____
_____

On this date,the above system was tested and inspected in accordance with procedures of the presently adopted editions of NFPA 17,17A,96 and the manufacturer's manual and was operated according to these procedures with results indicated above.
Service Technician:_____ Date:_____ Time:_____ Customer:_____
The above service technician certifies that the system was personally inspected and found conditions to be as indicated on this report.

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Business Entity

DEED TAX DUE: $_____ DATE: August 2012

FOR VALUABLE CONSIDERATION, Craig L. Fohrenkamm and Elsie R. Fohrenkamm, husband and wife as joint tenants ("Grantor"), hereby conveys and warrants to Hill Properties, Inc. a corporation under the laws of Minnesota ("Grantee"), real property in Ramsey County, Minnesota, legally described as follows:

See attached Exhibit A

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
Restrictions, reservations and easements of record if any.

Check applicable box:

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

Grantor

Craig L. Fohrenkamm

Elsie R. Fohrenkamm

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on August 2, 2012, by Craig L. Fohrenkamm and Elsie R. Fohrenkamm, husband and wife.

(Stamp)

ELIZABETH A. SHEEHAN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1-31-2016

(signature of notarial officer)

Title (and Rank): _____

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

THIS INSTRUMENT WAS DRAFTED BY:

Guaranty Commercial Title, Inc.
Renaissance Square
520 Nicollet Mall, Suite 400
Minneapolis, Minnesota 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Hill Properties, Inc.
1099 Scarborough Lane
Woodbury MN 55125

ESCROW AGREEMENT

Guaranty File No.: 58158
Insured: Hill Properties Inc.

The undersigned, as parties to the purchase and sale of the real estate described in Exhibit A attached hereto (the "Property"), hereby agree to employ Guaranty Commercial Title, Inc. (Guaranty) to act as escrow agent to effect the closing of the sale in accordance with the following instructions and provisions:

1. Seller hereby deposits the sum of $7,500.00 (the "Escrowed Funds") with Guaranty.

2. The funds deposited shall be held by Guaranty pending completion of the appeals process with the City of Saint Paul with respect to reclassifying the Property from a Category 2 vacant building to a Category 1 vacant building. AD EF CF GAS

3. Upon completion of the appeal process or Nov 2, 2012, 2012, whichever is earlier (the "Escrow Release Date", if the Property remains a Category 2 vacant building, then Guaranty shall promptly pay the Escrowed Funds to Buyer. If however, on the Escrow Release Date the Property is a Category 1 vacant building then Guaranty shall promptly pay the Escrowed Funds to Seller.

4. No rescission of this escrow or modification of its terms shall be effective without the written consent of the undersigned and Guaranty.

5. Buyer and Seller shall hold Guaranty harmless from any claims or expenses arising out of this Escrow Agreement, except for Guaranty's failure to account for payments made pursuant to these instructions.

Dated: August ___, 2012

BUYER:
Hill Properties Inc.

By: President, Andy Dick
Its:

SELLER:

Craig L. Fohrenkamm

Elsie R. Fohrenkamm

Guaranty Commercial Title, Inc. hereby acknowledges receipt of the funds specified in Paragraph 1 above and agrees to act as escrow agent as above set forth.

Dated: August 2, 2012

GUARANTY COMMERCIAL TITLE, INC.

By:
Its: Counsel / Closer

EXHIBIT A

The Northwesterly 76 feet of Lots 25 and 26, in Block 37, LYMAN DAYTON'S ADDITION to the City of Saint Paul, being more particularly described as follows: Commencing at the Northwest corner of said Lot 25; thence Southeasterly 76 feet along the boundary line between Lots 25 and 24, in said Block; thence Northeasterly parallel with Third Street to Maple Street; thence Northwesterly 76 feet along Maple Street to the Northeast corner of said Lot 26; thence Southwesterly along Third Street to place of beginning, according to the recorded plat thereof, Ramsey County, Minnesota.

(Abstract Property)

THIS LEASE AGREEMENT (the "Lease") made and enteredon 8-11-12 <date> by and among _Hill Properties Inc,_ ("Lessor") and Good Guys Autobody and Collision _____ (collectively and individually the "Lessee").

1. **Premises.** Lessor, subject to the terms and conditions contained herein, hereby leases to Lessee the premises described as 744 3rd St. E, St. Paul MN 55106 _State of Minnesota (the "Premises"). The following areas are also part of the premises, but are common areas and must be maintained in a clean and orderly fashion as they are shared with other renters: N/A .

2. **Term.** Lessee takes possession of the Premises from Lessor on the terms and conditions contained herein for the term (the "Term") 1 month(s) commencing on) 9-1-12 (the "Commencement Date") and ending 9-30-12. After this term, the lease will be continued on a month to monthbasis, unless lessor or lessee gives a 30 day notice to the contrary(this is described in paragraph 9)

3. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the Premises (the "Rent") the sum of $ 1900 per month to be received by Lessoror by an agent of Lessor personally, on or before the first day of each calendar month beginning on the Commencement DateRent can be mailed to Lessor, or deposited at US Bank: Hill Properties Inc, account #104778704585. Lessee agrees to payLessor as liquidated damages and not as apenalty a late fee of Thirty Dollars ($30) (the "Late Fee") if rent is not paid in full on or before the fifthday of that month.

4. **Security Deposit.** Lessee has deposited or will deposit $ 1,900 (the "Security Deposit") as security for the perfomance by Lessee of the terms and conditions hereof, to be returned to Lessee or such party designated by Lessee, on the full and faithful performance by Lessee of all the provisions hereof. Lessee understands and agrees that if Lessee fails to perform any obligation or condition set forth herein including any addendum hereto, or causes damage, loss or expense to the Premises or to Lessor, Lessor may use the Security Deposit to reimburse or compensate Lessor for expenses incurred, including attorney fees or damages suffered as a result of or related to such failure or Lessor's enforcement of the Lease or the collection of any amount due Lessor pursuant to the Lease. Lessor may also retain the Security Deposit or a portion thereof as payment of any rent or other amounts that Lessee owes to Lessor at the termination of the Lease. Lessee specifically agrees that Lessor may use, but is not limited to so use, the Security Deposit to compensate Lessor for any damage to the Premises or any common areas associated therewith, or any liabilities, expenses or damages incurred by Lessor for any reason whatsoever, caused by or attributable to Lessee or Lessee's agents or invitees ("Agents"). **Lessee and Lessor agree that Lessors will not be required to deposit the Security Deposit in a trust account or other interest bearing account and Lessee consents to Lessor's use of the funds during the Term for whatever purpose Lessor deems advisable, so long as the Security Deposit, together with any accrued interest as requiredby Local Statute be returned to Lessee, on the full and faithful performance by Lessee of all the provisions hereof, and subject to the terms and conditions stated herein.**

5. Quiet Enjoyment. Lessor covenants that on Lessee's payment of the Rent and prformance of the terms and conditions of the Lease, Lessee shall peacefully and quietly have, hold, and enjoy the Premises as a private residence for the Term.

6. Inspection. Lessor and Lessor's agents at all reasonable times during the Term may entethe Premises for the purpose of inspecting the Premises or any part thereof and performing any work Lessor deems advisable or necessary. In addition, Lessor may show the Premises to potential buyers or tenants at reasonable hours on advance verbal notice to Lessee.

7. Signs. Lessor or Lessor's agent may display "For Sale" or "For Rent" or "Vacancy" signs on or about the Premises.

8. Subordination. The Lease and the Lessee's leasehold interest hereunder are and will be subject, subordinate, and inferior to any interests, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such lins or encumbrances.

9. Renewal of Lease or Holdover by Lessee. If Lessee remains in possession of the Premises with the advance consent of Lessor after the termination of the Lease but without a Lease Renewal, this lease will continue to remain in effect on a month to month tenancy Such month to month tenancy will be terminated on thirty (30) days notice served by either Lessor or Lessee on the other partyAlso, lessor may change any of the terms of the lease, including rent amount, with a 30 day written notice.

10. Surrender of Premises. At the expiration of the Term, or earlier termination as provided herein, Lessee shall quit and surrender the Premises in the condition it was in as of the Commencement Date, reasonable use and wear excepted. At the expiration of the Term, Lessee shall return to Lessor all keys to the Premises. If at the expiration of the Term, the Premises, as surrendered by Lessee, is not in the condition it was in as of the Commencement Date, reasonable use and wear excepted, Lessee shall pay Lessor the costs, expenses and charges incurred to return the Premises to the condition it was in as of the Commencement Date, reasonable use and wear excepted.

11. Default. If Lessee defaults in the payment of rent, or any part thereof, at the times required herein, or if Lessee defaults in the performance of or compliance with any other term or condition hereof, including the Responsibilities and Prohibitions set forth in Exhibit A, attached and incorporated herein, Lessor may terminate the Lease on twenty-four (24) hours written advance notice to Lessee, and Lessor may reenter the Premises and remove all persons therefrom.

AT

GL

12. Abandonment. If at any time during the Term, Lesseeabandons the Premises or any part thereof, Lessor may, at Lessor's option, enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and ay, at Lessor's discretion, relet the Premises, or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under the Lease during the balance of the unexpired Term, if the Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting reduced by any expenses incurredby Lessor re-entering the Premises and reletting the Premises, including, without limitation, reasonable attorney's fees. If Lessor's right of rentry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on or about the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

13. Binding Effect. The covenants and conditions herein contained will apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of the Lease.

14. Entire Agreement. The Lease is the only agreement among the parties concerning the subject matter and supersedes all prior related agreements whether written or oral.

15. Maintenance. The maintenance of plumbing, electrical, and all existing heating unitscompressors (two 120 gallon compressors in compressor room on roof withelectric compressor line dryerunit), car hoist and appliances that are existing at time of move in, will be the responsibility of thelessee. The lessee shall make at their own expense all necessary repairs to the Leased Premises. Repairs shallnclude such items as routinerepairs of floors, walls, ceilings and other parts of the leased premises damaged or worn through normal occupancyThe tenant will be responsible formowing the grass, killing weeds, and maintaining the walkways, driveways, and parking spaces in a clean and safe fashion, including snow shoveling or salting as necessary.The exception is that the landlord will be responsible for the roof.

16. Governing Law and Jurisdiction. The Lease has been negotiated and executed exclusively in the State of Minnesota, and all questions concerning the validity, enforceability, meaning or intention of the Lease, and all questions relating to performance under it, will be resolvd under the local laws of the State without regard to its conflict of laws doctrines. Any actions or proeedings relating to the Lease will be broughtto the local County District Court, and Lessee hereby irrevocably consents to the jurisdiction of such courts.

17. Possessions. The Lessee is responsible for the Lessee's belongings. If they should become damaged in any way, or stolen, or destroyed, it is the sole responsibility of the Lessee and Lessees required to keep insurance in place to prevent against any such loss.

18. Notices. Any notice or other communication required or permitted hereunder willbe in writing and will be deemed to have been given, when received, if delivered by hand or by telegram, or three (3) working days after deposited, if placed in the mails for delivery by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following addresses:

Lessor: Hill Properties Inc, c/o Andrew Dick
1099 Scarborough Lane
Woodbury, MN 55125

Lessee contact info: Gustavo Rivera 651-245-2
1962 Orange Ave E
St. Paul, MN 55119

Addresses may only be changed by written notice given pursuant to this Section however any such notice will not be effective, if mailed, until three (3) working days after depositing in the mails or when actually received, whichever occurs first.

19. Savings Clause. If any provision, portion or aspect of the Lease is determinedd be void, or voidable, by any legislative, judicial, or administrative action as properly applied to the Lease, then the Lease will be construed to so limit such provision, portion or aspect thereof to render same enforceable to the greatest extent permitted by or in the relevant jurisdiction.

20. Receipt of Lease. Lessee hereby acknowledges that Lessor has provided each Lessee with a copy of the Lease as of the day and year first above written.

21. Modification. The Lease may not be modified except by written agreement of Lessor and Lessee.

22. Licensing. Lessee may use existing licensing, but before licensing expires, lesseewill obtain his own body shop license. If the lessee does not obtain his own license by the time that the existing licensing expires, the Lessor may renew his current license and charge treble the license fees.Also, lessee will comply with all terms and conditions of licensing and will pay forany fines incurred. If Lessee does not apply

IN WITNESS WHEREOF, ~~the parties~~ hereto have executed the Lease as of the day and year first above written.

Lessor _____ Andrew Dick, President, Hill Properties Inc
<signature followed by date and printed name>

Lessee _____
<signature followed by date and printed name>
Gustavo Rivera

Lesee date of birth: 6-9-75

Lessee driver license #: Y155201093811

Lessee Social Security Number (SSN) or EIN:_____

RIVERAGUST@GMAIL.COM

6E
-11-

EXHIBIT A

RULES, RESPONSIBILITIES AND CONDITION AT TERMINATION

RESPONSIBILITIES

1. Number of Occupants. N/A

2. Condition of the Premises. Lessee stipulates that Lessee has examined the Premises and all common areas and that they are, at the Commencement Date, in good order, repair, nd in safe, clean, and tenantable condition. Lessee shall maintain the Premises and common areas in clean, orderly condition at all times and shall comply with all applicable sanitary laws, ordinances, rules, and orders of appropriate governmental authorities. Lessee shall notify Lessor promptly of any problem or condition relating to the Premises requiring repair or remedy beyond the Lessee's responsibility. Lessee understands and agrees that if the Premises are damaged or a condition worsens due to Lessee's failure to notify Lessor promptly of an initial problem or condition, Lessee shall pay any additional repair charges attributable to charges all resulting charges.

3. Utilities. Lessee is responsible for all utilities.

4. Insurance. Lessee shall have in force an insurance policy covering Lessee's personal possessionand employees (workers comp).

5. Keys. Lessor shall provide Lessee with an appropriate number of keys to the Premises. Lessee shall make no duplicate keys except with Lessor'sprior approval.

6. Condition at Termination. On termination of the Lease and prior to vacating the Premises, Lessee shall complete the following: clean all floors; clean the insides and outsides of all installed appliances, all sinks,toilets; replace all broken or damaged items, including screens, windows; repair any damage to walls, doors, woodwork and floors; return all keys issued to Lessee, along with any copies made by Lessee; and remove all personal property from Premises. Lessee agrees to pay Five Dollars ($5) per key for any outstanding key(s) and Thirty Dollars ($30) per lock in the event Lessor installs new locks due to Lessee's failure to return all outstanding keys. Lessee agrees to pay any charges to haul or dispose of any of Lessee's personal property remaining on the Premises after termination of the Lease.

PROHIBITIONS

1. Unauthorized or Illegal Use of Premises. Lessee shall not use the Premises to conductany illegal activity. Furthermore, Lessee shall not use the Premises for anypurpose or in any way that is in violation of the provisions of the governing documents or rules and regulations, as in effect on the Commencement Date or as changed from time to time during this Lease Term, of the Association by which the property is gcarned.

2. Controlled Substances. Lessee and Lessee's agents or invitees ("Agents") shall not possess any controlled substance on the Premises in violation of any local, state or federal law.

3. Smoking. Smoking is not permitted in any interior porton of the Premises.

4. Noise. Lessee and Agents shall not act in a loud, boisterous, unruly, irresponsible or thoughtless manner or disturb the rights of others to peace and quiet.

5. Assignment and Subletting. Lessee shall not assign the Lease,or sublet or grant any concession or license to use the Premises or any part thereof without the prior written consent of Lessor.

6. Alterations and Improvements. Lessee shall make no alterations, repairs or improvements to the Premises without the prior written consent of Lessor. Lessee agrees that no signs will be placed or painting done on or about the Premises by Lessee or at Lessee's direction without the prior written consent of the Lessor.

7. Dangerous Materials. Lessee shall not keep or haveon or in the Premises any article or thing that is explosive or flammable in a dangerous mannerthat might increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.