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SEP 06 2016

CITY CLERK

# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585



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

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number \_\_\_\_\_)
  - 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

<b>HEARING DATE &amp; TIME</b> (provided by Legislative Hearing Office) Tuesday, <u>Sept 13</u>  Time <u>2:30</u> Location of Hearing: Room 330 City Hall/Courthouse
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## Address Being Appealed:

Number & Street: 1007 Oxford Street North City: Saint Paul State: MN Zip: 55103

Appellant/Applicant: Noela Suhfor Email: Noela.qp.don@msn.com

Phone Numbers: Business \_\_\_\_\_ Residence 651-757-8654 Cell \_\_\_\_\_

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

Name of Owner (if other than Appellant): \_\_\_\_\_

Mailing Address if Not Appellant's: PO BOX 1681, Maple Grove, MN 55311

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

I purchased this property in November 2015 as is and I'm not responsible for the previous owners failure to comply with city inspections. This is my personal home, not a rental property.

I live here but spend more time with my relatives due to recently having a new baby, getting help from friends and family with my new born while at the same time working on finishing up the

basement. So, this property is not VACANT. See contract for deed attached. Thank you.



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806

Telephone: 651-266-8989

Facsimile: 651-266-1919

www.stpaul.gov/dsi

August 26, 2016

Noela Naah Suhfor  
Po Box 1681  
Maple Grove MN 55311-6681

## VACANT BUILDING REGISTRATION NOTICE

The premises at **1007 OXFORD ST N** has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$2,085.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

Please return the enclosed registration form along with your payment by September 26, 2016.

### Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

DEPARTMENT OF SAFETY AND INSPECTIONS  
375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806

You may file an appeal to this fee or registration requirements by contacting the City Clerk's Office by calling (651)266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

**If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.**

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

**WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.**

**Category 2:** Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

**Category 3:** All requirements listed for Category 2 vacant buildings, AND obtain a **Certificate of Occupancy OR Certificate of Code Compliance** prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

**You must contact the Enforcement officer , Mike Kalis, at 651- 266- 1929 to find out what must be done before this building can be legally reoccupied.**

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Mike Kalis, at 651- 266- 1929.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Steve Magner  
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information  
Vacant Building Registration Form

SM: mk  
vb\_registration\_notice 11/14

No delinquent taxes & transfer entered

Jul 11, 2016 3:52 PM

Ramsey County, Minnesota  
Christopher A. Samuel  
County Auditor and Treasurer



Doc No T02562229

Certified, filed and/or recorded on  
Jul 11, 2016 3:52 PM

Office of the Registrar of Titles  
Ramsey County, Minnesota  
Susan R Roth, Registrar of Titles  
Christopher A. Samuel, County Auditor and Treasurer

Deputy 706

Pkg ID 1136680C

Attested Copy or Duplicate Original	\$2.00
Document Recording Fee Torrens	\$46.00
Non Recorded Document Copy	\$1.75
<b>Document Total</b>	<b>\$49.75</b>

**Existing Certs**

552911

552911

eCRV: 529747

## Contract for Deed

Date: October 1, 2015

THIS CONTRACT FOR DEED is made on the above date by Alice E Obasuyi (a single person), Seller, and Noela Naah Suhfor (a single person), Purchaser.

Seller and Purchaser agree to the following terms:

1. **PROPERTY LEGAL DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property in Ramsey County, Minnesota, described as follows:

Lots 11, 12, and Lot 13, Hilliard's Subdivision of Lot 43, Lake Como Villas

2. **TITLE.** Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
- (e) The following liens and encumbrances: Mortgage to Bank of America, and lease.

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property of the Purchaser, subject only to the following exceptions:
  - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this contract;

(ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. **PURCHASE PRICE.** The purchase price of this property is \$250,000.00 and shall be financed at an annual interest rate of four and 35/100 percent (4.35%). Purchaser shall make payments of One Thousand Two Hundred Forty-Four Dollars and 53 Cents (\$1,244.53) each month commencing November 1, 2015 and ending December 1, 2039. Purchaser shall make monthly payments to Seller's current address or any other address provided by Seller.

5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property in 2015 and all years prior to and subsequent to 2015.

7. **PROPERTY INSURANCE.**

(a) **INSURED RISKS AND AMOUNT.** Seller shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of three hundred thousand dollars (\$300,000.00). If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Seller shall procure and maintain flood insurance in amounts reasonably satisfactory to Purchaser.

(b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Purchaser which provides that Purchaser's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Purchaser shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. **DAMAGE TO THE PROPERTY.**

(a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8(a) above.

**9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**

(a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

**10. INSURANCE, GENERALLY.** The insurance which Seller is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Purchaser. The insurance shall be maintained by Seller at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Purchaser before cancellation, non-renewal, termination or change in coverage, and Seller shall deliver to Purchaser a duplicate original or certificate of such insurance policy or policies.

**11. CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

**12. WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property without Seller's written permission, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

**13. DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser.

The mortgage registry tax due upon the recording or filing of this contract shall be divided between the Purchaser and the Seller.

**14. ASSIGNMENT.** Purchaser may not assign this Contract without the written consent of Seller. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party. Purchaser's entering into a contract for deed to sell Purchaser's interest in the Property shall be considered an assignment under this paragraph.

**15. PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.



22. **WELLS.** Seller certifies that she does not know of any wells on the property. ✓

23. **SEWAGE TREATMENT.** Seller certifies that he does not know of any individual sewage treatment system on or serving the property.

24. **RIGHTS OF TENANTS.** Purchaser acknowledges that the property may be currently rented and that Purchaser takes the property subject to any rights those tenants may have. At the time of closing, Seller shall pay over to Purchaser the security deposits paid by the tenants or the amount of the security deposits shall be offset against the purchase price. Purchaser agrees to indemnify Seller if Seller is ordered by any judicial authority to refund a security deposit to the tenants, provided that Purchaser is given notice of the judicial proceeding.

25. **ASSIGNMENT OF RENTS.** Purchaser agrees that a photocopy of this contract may be used by Seller to collect rents from tenants in the Property in the case that Purchaser fails to make a payment due to Seller under this contract. Purchaser agrees that presentation of a copy of this contract by Seller to a tenant serves as notice to the tenant that all rents due shall be paid directly to Seller until further notice from Seller.

26. **TERMINATION.** Either party may terminate this Contract upon 60 days' notice by providing written notice to the other party.

Contract for Deed

1007 Oxford Street North, St. Paul, MN 55103

SELLER:

PURCHASER:

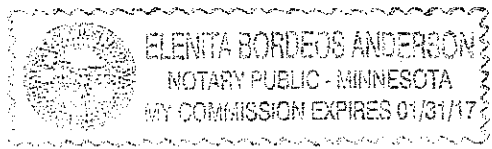
A. OBASUYI  
Alice Obasuyi, a single person

[Signature]  
Noela Naah Suhfor

STATE OF MINNESOTA, COUNTY OF HENNEPIN > ss

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Alice E Obasuyi, a single person.

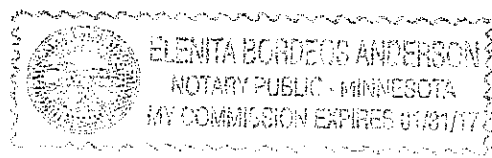
[Signature]



Notary Public

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Noela Naah Suhfor, a single person.

[Signature]



Notary Public

This document was drafted by:  
Anthony Adanene & Directed by Alice E Obasuyi  
4190 Vinewood Lane N. Ste. 111  
Plymouth, MN 55442

Tax statements should be sent to:  
Noela Naah Suhfor  
P.O. Box 1681  
Maple Grove, MN 55311-6681