

RLH UBR 19-44



# 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

JUL 08 2019

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number 820687)
  - 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>JULY 16, 2019</u>
Time <u>2:30</u>
Location of Hearing: Room 330 City Hall/Courthouse

## Address Being Appealed:

Number & Street: 1060 Matilda St City: St. Paul State: MN Zip: 55117

Appellant/Applicant: Evan Bibbee/Claire Bibbee Email ebibbee@gmail.com

Phone Numbers: Business \_\_\_\_\_ Residence (507) 351-3509 Cell (507) 933-0639 -EB  
-CB

Signature: [Signature] Date: 7/8/2019

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

Mailing Address if Not Appellant's: 1717 Woodland Ave. Mankato, MN 56001

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/Correction
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

Sale contract signed on 5/25/2019, sale closing on 7/31/2019. Renters were given notice in May and moved out on 6/28/2019.

Copy of contract attached. Property will only be vacant until the end of this month.

Revised 8/11/2014



CITY OF SAINT PAUL

375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806Telephone: 651-266-8989  
Facsimile: 651-266-1919  
[www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

July 03, 2019

Evan J Bibbee/Claire A Bibbee  
1717 Woodland Ave  
Mankato MN 56001-1763

Customer #:1538891

Bill #: 1445493

**VACANT BUILDING REGISTRATION NOTICE**

The premises at **1060 MATILDA ST** 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 **\$2,127.00**. 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.

**Payment must be received by August 03, 2019 .**

You may pay this registration fee online by going to [online.stpaul.gov](http://online.stpaul.gov) and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

To pay this invoice by mail please send this registration form along with payment to:

DEPARTMENT OF SAFETY AND INSPECTIONS  
375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806  
**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 the above address.

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

**Sales and Purchase Agreement - Contract Of Sale**

DATE OF OFFER: May 25, 2019.

Seller: Evan J. Bibbee, Claire A. Bibbee

Address: 1060 Matilda St, Saint Paul, MN 55117

Buyer: ACORN PARTNERS LLC, its successors or assigns, whose address is PO Box 208, Excelsior, MN 55331

Seller and Buyer hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

**PROPERTY DESCRIPTION:** Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller, all of the following described real estate and or property (hereinafter "Property"): Legally described as Lot 10 Block 22 of Auerbach & Hand's addition to Ex alley Lot 10 Block 22, 1060 Matilda, City of Saint Paul, County of Ramsey, State of Minnesota, together with the improvements thereon, and all rights and appurtenances thereto belonging. If Seller has not supplied Buyer with an accurate legal description at the date of Contract Acceptance, the legal description reflected in the title commitment for the Property shall be incorporated into the deed delivered by Seller at Closing.

**CONVEYANCE:** The Property is being conveyed in fee simple. Upon performance by Buyer, Seller shall deliver a General Warranty Deed, joined in by Seller's spouse, if any, conveying marketable title, subject only to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Reservation of mineral rights by the State of Minnesota; (C) Utility and drainage easement appearing on the plat or common to the subdivision which do not interfere with existing improvements; and (D) others (must be specified in writing):

**PURCHASE PRICE:** The purchase price is ~~\_\_\_\_\_~~

**PAYMENT TERMS:** Buyer shall make the payment of the purchase price as follows:

	AMOUNT	AMOUNT
Purchase Price	<del>_____</del>	<del>_____</del>
Initial Earnest Money		<del>_____</del>
Additional Earnest Money		\$ _____
New Loan		\$ _____
Assumption of Existing Loan		\$ _____
Seller Financing		\$ _____
Refund of Earnest Money at Closing		<del>_____</del>
TOTAL (Both columns should equal)	<del>_____</del>	<del>_____</del>

**EARNEST MONEY:** Earnest Money will be held in escrow by Watermark Title (Escrow Officer) or such other title company as Buyer may select. Buyer hereby authorizes and directs the Escrow Officer to hold the Earnest Money without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the Earnest Money shall be expeditiously placed in escrow as provided below. If Seller does not execute and accept this Contract, the Earnest Money shall be promptly returned to the Buyer. At closing, the Escrow Officer shall disburse the Earnest Money. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Earnest Money shall be disbursed by Escrow Officer in accordance with the terms of this Contract.

**PRORATIONS AND ADJUSTMENTS:** Taxes, insurance, interest, homeowner's association fees, rents, including water rent and ground rent and other expenses and revenue of the Property shall be prorated as of the day of closing. All taxes, general, special, or deferred, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including sanitation or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be paid by Seller, whether assessments have been levied or not as of the Closing Date. Any heating or cooking fuels remaining in supply tank(s) at time of closing shall become the property of the Buyer. Seller shall pay all special assessments that are levied, pending or deferred as of the Closing Date.

**CLOSING DATE:** On or before July 31, 2019, unless otherwise agreed to by the parties.

**CLOSING COSTS:** Except where otherwise specified to in this Contract, Buyer agrees to pay all closing costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, notary fees, all document preparation and recording fees, survey fees where required, and all recording charges. All fees and charges incident to clearing existing encumbrances or title defects, and any fees or transfer taxes for which Seller is responsible pursuant to applicable law, shall be paid by Seller. Seller shall pay all judgments and liens, including federal and state tax liens, affecting Seller or the Property.

FINANCING: This Contract is contingent upon buyer obtaining a written commitment for a loan secured by the Property as follows: (check)

- Conventional Loan Assumption Addendum
- Conventional Loan as follows:  
 Loan Amount \$ \_\_\_\_\_  
 Term of Note \_\_\_\_\_ Years  
 Interest Rate \_\_\_\_\_ %  
 Amortization \_\_\_\_\_ Years  
 Loan Program \_\_\_\_\_

**NO FINANCING CONTINGENCY**

- Gift of Funds Addendum
- Attached VA Financing Addendum
- Attached FHA Financing Addendum
- Attached Assumption Addendum
- Owner Financing as follows:  
 Loan Amount \$ \_\_\_\_\_  
 Term of Note \_\_\_\_\_ Years  
 Interest Rate \_\_\_\_\_ %  
 Amortization \_\_\_\_\_ Years

FEES FOR TRANSFER OF EXISTING LOAN: In the event an existing loan is to be transferred to/assumed by Buyer, Buyer agrees to pay all fees and charges required by Lender.

ALTERNATE FINANCING: If Buyer obtains a written commitment for financing in which the amount of loan, terms of payment, interest or any one of these differs from the financing conditions herein, the preceding financing conditions of the Contract shall be deemed to have been fully satisfied. This alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as stated herein. Nothing in this paragraph shall relieve Buyer of the obligation to apply for and diligently pursue the financing described in paragraph 9, entitled FINANCING.

SELLER'S DUTIES AND RESPONSIBILITIES: At the Closing Date, Seller agrees to have complied with all violation notices or requirements issued or noted by any governmental authority, or actions in any court on account thereof, against or affecting the Property and convey the Property free thereof. Seller agrees to keep existing mortgages free of default until closing. Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or if Buyer is in default due to Buyer's failure to perform or comply with the covenants, conditions or terms of this contract. Seller may terminate this Contract by written notice to Purchaser pursuant to Minn. Stat. § 559.21 and retain the earnest money as Seller's sole and exclusive remedy. If Seller fails to make full settlement or if Seller is in default due to Seller's failure to perform or comply with the covenants, conditions or terms of this contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation between Seller and Buyer concerning the release of the deposit, Escrow Officer may pay the deposit into the court in which such litigation is pending or pay the deposit into the court of proper jurisdiction by an action of interpleader and Escrow Officer, having so paid the deposit to the court, shall have met his sole responsibility.

INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including, without limitation, all smoke detectors, light fixtures, ceiling fans. Certain existing items, which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows:

CONDITION OF PROPERTY AND POSSESSION: At the time of closing, Seller shall deliver possession of the Property to Buyer and shall deliver the Property in substantially the same condition as existed on the date of Contract Acceptance. Seller shall deliver all mechanical systems included in this Contract, including all electrical, heating, air conditioning (if any), plumbing (including well and septic) and related equipment, appliances and smoke detectors (s) in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to closing. Seller shall deliver the property vacant. Seller shall remove all personal property and debris from the Property prior to closing. If Seller fails to remove all personal property and debris, then Buyer shall be entitled to escrow \$ \_\_\_\_\_ of the purchase price paid at Closing. If Seller fails to remove such items within 15 days following the Closing, Seller shall be deemed to have abandoned the property and authorized Buyer to dispose of, at which time Buyer shall be entitled to all of the escrowed funds. EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS".

PROPERTY INSURANCE AND RISK OF LOSS: Until legal title has passed to Buyer or possession has been given to Buyer, the Property is to be held at the risk of Seller. If, prior to the time legal title has passed to Buyer or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and all earnest money hereunder shall be returned to Buyer in accordance with the terms of this Contract.

LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, Seller shall deliver and assign all original leases to Buyer. Seller may not negotiate new leases or renew existing leases on the Property which extend beyond closing or possession date without Buyer's written consent. Unless otherwise agreed to in writing by Buyer, all leases shall be terminated by Seller prior to closing and Seller shall convey the Property to Purchaser free of any rights of parties in possession.

DEED AND TITLE: Seller shall convey the Property to Buyer by general warranty deed upon payment of the purchase price. Title to the Property, including all chattels included in the purchase, shall be free of liens and encumbrances except as specified herein. Title, including all chattels included in the purchase, shall be good and marketable. In the event Seller is unable to give good and marketable title or such as can be insured by a state licensed title insurer, with Buyer paying not more than the standard rate as filed with the appropriate state agency, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and marketable title. If Buyer is willing to accept title without said defect being cured, Seller shall pay any special premium on behalf of Buyer to obtain title insurance on the

Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the Closing Date shall be extended for a period not to exceed thirty (30) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a state licensed title insurer, Buyer shall have the option of terminating this Contract and being reimbursed by the Seller for cost of searching title as may have been incurred, not to exceed 1/2 of 1 % of the purchase price, or taking such title as Seller can give. In the event Buyer options to terminate this Contract, due to Seller's inability to obtain a policy of title insurance on the Property to the benefit of Buyer from a state licensed title insurer, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and all Earnest Money hereunder shall be returned to Buyer.

**RADON GAS DISCLOSURE:** As required by law, Seller makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in within this state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**LEAD PAINT DISCLOSURE:** As required by Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. Seller is required to provide buyer with a ten (10) day period in which Buyer may procure a risk assessment or inspection at Buyer's expense. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Residential Lead-Based Paint Hazard Reduction Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this of this section entitled, LEAD PAINT DISCLOSURE. Seller represents and warrants to Buyer, intending that Buyer rely upon such warranty and representation, that the property:

(Seller to initial): ESB

The property was built prior to 1978.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property.

**SELLER DISCLOSURES: Seller to answer YES or NO as to knowledge of the following:**

- ESB CB \_\_\_\_\_ any hazardous substances or underground storage tanks located on, in or beneath the Property
- ESB CB \_\_\_\_\_ any individual sewage treatment systems on or serving the Property.
- ESB CB \_\_\_\_\_ any wells on or serving the Property.
- ESB CB \_\_\_\_\_ an exclusion from market value for home improvements on this property.
- ESB CB \_\_\_\_\_ aware of any methamphetamine production that has occurred on the property.
- ESB CB \_\_\_\_\_ experienced a wet basement
- ESB CB \_\_\_\_\_ had roof, wall or ceiling damage caused by water or ice build-up.

**Seller Comments:**

ESB

Buyer HAS NOT received a Seller's Property Disclosure Statement. Initial

**MECHANICAL SYSTEMS:** Seller warrants that central air conditioning, heating, plumbing and wiring systems used and located on said Property will be in working order on date of closing. Except as noted in this Agreement Buyer has the right to a walk-through review of the property prior to closing to establish that the Property is in substantially the same condition as of the date of Purchase Agreement. Seller agrees to notify Buyer immediately in writing of any substantive changes from any prior representation regarding the physical condition of the Property.

ATTORNEY'S FEES: In any action or proceeding between the Buyer and the Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator.

INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, the Seller will pay any fees incurred as a result of such filing.

PARAGRAPH HEADINGS: The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

BINDING ON: This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. Buyer shall have the right to assign its interest in this Contract and upon such assignment, Buyer shall have no further liability hereunder.

ENTIRE AGREEMENT: This document and any Addenda constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Seller or Buyer. Neither Seller or Buyer shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Seller and Buyer.

TIME: Time is of the essence in the performance of this Contract.

SEVERABILITY: The provisions of this Contract are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the contract or their application to Seller or Buyer or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Contract would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Contract agreement shall remain in full force and effect. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original contract.

SURVIVAL: Any portion of this Contract which relates to a period after closing will survive closing.

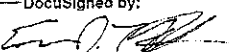
ADDENDA: All Addenda checked below, bearing the signatures of all parties and hereby attached are hereby made a part of this contract and shall govern over any inconsistent portions of this form (check applicable boxes)

- Radon Inspection
- Homeowners Association Notice
- Condominium Resale
- Lead-Based Paint Hazard Inspection
- Environmental Inspection
- City/County Notices/Disclosures
- Buyer Purchasing "AS-IS"
- Home Inspection
- Local City/County Certifications
- Sewage Disposal System Inspection
- Other (specify)
- Well Inspection / Certification
- Lead-Based Paint Disclosure

ADDITIONAL PROVISIONS:

This purchase agreement is contingent on HomeVestors' corporate approval and acceptable appraisal.  
Buyer is a professional home buyer and buys below market value for a profit.

DocuSigned by:  
  
 80CA912B10B640C...  
 Buyer's Signature \_\_\_\_\_ Date 5/29/2019

DocuSigned by:  
  
 F9234FA39C7343A...  
 Seller's Signature \_\_\_\_\_ Date 5/29/2019

DocuSigned by:  
  
 0600E9F66C28451...  
 Seller's Signature \_\_\_\_\_ Date 5/29/2019

DATE OF CONTRACT ACCEPTANCE: 5/29/2019

**BUYER PURCHASING "AS IS" ADDENDUM**

Addendum to Purchase Agreement between parties May 25, 2019 pertaining to the purchase and sale of the property at:

1060 Matilda Street, Saint Paul, MN 55117

**CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements, fixtures, appliances and personal property, is not new, and is being purchased "AS IS".

**RIGHT AND DUTY OF INSPECTION:** Buyer shall have the right and duty to inspect the property or to have the inspected by a person of Buyer's choice, at Buyer's expense. Buyer shall have the right to make a pre-closing inspection of the property, to determine that the property is in the same condition as of the date of this addendum.

**SETTLEMENT IS FINAL:** It is understood the Buyer accepts the property "AS IS." **ANY WARRANTIES OF PHYSICAL CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT ARE VOID.** Except in the case of Seller misrepresentation, Seller has no further responsibility or liability with respect to the condition of the property. This provision shall survive delivery of the deed or contract for deed.

DocuSigned by:  
*Sheila Augustine*  
A6CA012B46B840C...  
Buyer

5/29/2019  
Date

Buyer  
DocuSigned by:  
*[Signature]*  
F0924FA59C7242A...  
Seller

5/29/2019  
Date

DocuSigned by:  
*[Signature]*  
B099E0F66C28451...  
Seller

5/29/2019  
Date

Seller

Date