

RLH VO 19-34



# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

RECEIVED

AUG 30 2019

CITY CLERK

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 (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number 950411)
  - 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. 3, 2019</u>  Time <u>11:00 A.M.</u> Location of Hearing: <u>Room 330 City Hall/Courthouse</u>
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## Address Being Appealed:

Number & Street: 904 Arkwright St. City: St. Paul State: MN Zip: 55130

Appellant/Applicant: Emily Dziekrowski Email emilydziekrowski@yahoo.com

Phone Numbers: Business \_\_\_\_\_ Residence 651-340-9039 Cell 651-233-8152

Signature: Emily M Dziekrowski Date: 8/30/19

Name of Owner (if other than Appellant): Dianne N Krahn

Mailing Address if Not Appellant's: Deceased

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.)

Comments: House in under foreclosure and has been sold looking for new home to move to



CITY OF SAINT PAUL

375 Jackson Street, Suite 220  
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-9124  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

August 22, 2019

## NOTICE OF CONDEMNATION AS UNFIT FOR HUMAN HABITATION & ORDER TO VACATE

Dianne N Krahn, Occupants  
904 Arkwright St  
St Paul MN 55130-4026

Dear Sir or Madam:

The Department of Safety and Inspections, Division of Code Enforcement, has determined that the dwelling and premises at **904 ARKWRIGHT ST** is "Unfit for Human Habitation". In accordance with Saint Paul Legislative Code, Chapter 34, Section 23, the premises will be placarded on **8-22-19** and ordered vacated no later than **8-26-19**.

Your attention is called to the following provisions of Section 34.23, Subsection 6 entitled, *Vacation of Structure or Unit*:

**"Any dwelling unit, structure or portion thereof which has been condemned or placarded as unfit for occupancy shall be vacated within the time set forth in the placard and/or order. No person shall occupy or let for occupancy any structure which is condemned."**

**THIS DWELLING SHALL NOT AGAIN BE USED FOR HUMAN HABITATION UNTIL WRITTEN APPROVAL IS SECURED FROM THE CITY OF SAINT PAUL; DEPARTMENT OF SAFETY AND INSPECTIONS, DIVISION OF CODE ENFORCEMENT.**

**Principle Violations:** These deficiencies must be corrected before this condemnation and vacate order will be removed.

1. THE INTERIOR OF THE HOUSE CONSTITUTES MATERIAL ENDANGERMENT. IT IS GROSSLY UNSANITARY WITH TRASH ALL OVER THE FLOORS AND WELL AS CAT FECES, FLYS. EVERY ROOM FULL OF TRASH AND DEBRIS BLOCKING EGRESS WINDOWS. COMBUSTIBLES ALL AROUND THE FURNACE AND WATER HEATER WHICH IS A FIRE HAZARD.SOILED CLOTHING EVERYONE ON THE BASEMENT FLOOR AND TRASH.

**Other Violations:** These deficiencies must be corrected in order to bring this property into compliance with the Saint Paul Legislative Code.

2. A THROUGH INSPECTION WILL BE COMPLETED AFTER HOUSE IS CLEANED OUT AND SANITIZED.

Authorization to reoccupy this/these dwelling unit(s) will not be given until it is demonstrated that all principal violations have been corrected and that no new conditions exist which could constitute material endangerment or which threaten the peace, health, safety or welfare of the occupants of this building.

All repairs and new installations must be made in accordance with the appropriate codes. Permit information may be obtained from the Building Inspection and Design Section, 375 Jackson Street, Suite 220, (651) 266-8989.

You may file an appeal to this notice by contacting the City Clerk's Office at (651) 266-8585. Any appeal must be made in writing within 10 days of the date of this notice.

It is the responsibility of the property owner to keep all buildings secured and to properly maintain the premises at all times.

**If you have any questions concerning this matter, please contact the Inspector, Paula Seeley, at 651-266-1916. To arrange an appointment or request an extension of time to complete repairs, you will need to speak directly to the inspector.**

Sincerely,

**Paula Seeley**  
Enforcement Officer

ps

cc: Posted to ENS

Pertaining to the property located at 904 Arkwright St Saint Paul, MN 55101  
Purchase Agreement Dated: May 30, 2019  
Between Emily Dziakowski and Juan Krahn (Seller(s)), and Metro Property Buyers, LLC  
(Buyer)

Agency Disclosure: Seller affirmatively acknowledges that one Principal member of Northern Value Group, LLC (Grimm & Associates, LLC) is a licensed real estate Broker, and Seller affirms that Neither Northern Value Group, LLC, nor Grimm & Associates, LLC (Doug Grimm), represent Seller in any way. Seller Initial Here: EMD JK

- 1) Buyer is purchasing the property in its As is condition
- 2) Seller agrees to sign any state-required forms or disclosures at closing.
- 3) Seller affirms that Seller has not entered into and will not enter into any agreement to sell or otherwise encumber the property with any other company, entity or individual.
- 4) This purchase agreement is subject to Buyer's final title search verifying that there are no liens, mortgages or judgments which are senior in lien priority to the foreclosing Mortgage or would adversely affect Buyer's ability to obtain clear title
- 5) This purchase agreement is subject to Buyer's inspection within 2 business days after final acceptance of this Purchase Agreement by Seller and delivery of the same to by Buyer.
- 6) Buyer or its assigns will make its best effort to pay-off the Foreclosure sale of record that was held on 6/11/2019 in the amount of plus all interest, fees, insurance charges, and all statutory allowable costs added to the payoff up to and not to exceed \$56,435. (Redemption period ends 12/11/2019).
- 7) Terms of Payment:
  - a. Amount to Paid to Seller at closing: \$500.00
  - b. The remaining \$1,000.00, less any final water bills or assessments accrued or billed after the date of this purchase agreement and before the move-out date, shall be paid to Seller upon redemption of the property (subject to terms below). The balance due to the Seller is expressly conditional upon
    - i. Buyer's successful redemption and obtaining fee title to the property and
    - ii. Seller vacating the property completely by the agreed upon date including all personally property or in the house, garage, outbuildings and grounds.

The balance due shall be paid to Seller within 5 business days of Buyer's successful redemption of the mortgage foreclosure and obtaining fee title to the property.
  - c. The amount due to Seller is contingent upon a successful redemption by Northern Value Group, LLC ("NVG") a company affiliated with Buyer. NVG will not pay for any other liens, judgments, mortgages or any other fees attached to the property or that of the owner. If other liens, encumbrances or amounts due are discovered by buyer which make the transaction cost prohibitive to Buyer, or if another party or heir steps forward to redeem or files papers to redeem, NVG shall have the option at its sole discretion to cancel this agreement and shall be released from any and all obligations or future payments to Seller, and Seller shall hold NVG and Metro Property Buyers, LLC harmless from any claims related to or arising from the transaction. In the event another lien holder or party attempts to redeem, Northern Value Group, LLC may choose to redeem and the amount of any additional liens or costs that need to be paid off to redeem will be deducted from Seller's final payment.
- 8) If an inspection of the property by Buyer or its assigns demonstrates the property has violations of city code or State Building code, Buyer may, at Buyer's discretion cancel this agreement verbally or in writing and it shall be considered null and void

Acknowledged by:

<p>SELLER:</p> <p><u>Emily M Dziakowski</u> 5/31/19 Date</p> <p>Marital Status: <u>married</u></p> <p>SSN: <u>419-94-5723</u></p> <p><u>Juan M Krahn</u> 5/31/19 Date</p> <p>Marital Status: <u>single</u></p> <p>SSN: <u>462-97-4421</u></p>	<p>BUYER:</p> <p>Metro Property Buyers, LLC</p> <p>By: <u>Christopher Gleize, Chief Manager</u> 06/03/19 Date</p> <p><u>Christopher Gleize</u> Date</p> <p>Its: Chief Manager</p>
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