

RESTORATION AGREEMENT
2842 31st Avenue South
Council Action – June 11, 2007

IT IS HEREBY STIPULATED AND AGREED by and between Dave Ceason and Rhonda Anderson (hereafter “Owner”) and Henry Reimer, Director of Inspections, in the Department of Regulatory Services, (hereafter “City”) by his designee, Daniel Niziolek, Manager of the Problem Properties Unit of the Condemnation Section, as follows:

1. The Director’s Order on May 10, 2007, pursuant to Chapter 249 of the Minneapolis Code of Ordinances issued to the owners and holders of encumbrances of record of the property located at 2842 31st Avenue South, **Minneapolis, Minnesota**, having a property identification number #3602924440014(hereafter “the property”) is declared and deemed to be reasonable as that term is defined in Chapter 249 of the Minneapolis Code of Ordinances.
2. The City hereby voluntarily consents to desist and refrain from razing the residential structure located at the property until November 30, 2007, if all work is completed as outlined in this agreement. The city further agrees to dismiss all orders pursuant to this agreement if all work is completed by that date.
3. Owner hereby acknowledges and affirms that he holds title to the property subject to said order to demolish and is without legal recourse to prevent enforcement of the order by the City from the express terms of this agreement. Owner further agrees that until such time as repairs are completed or the property is razed, the owner will retain 100% ownership interest (both legal title and equitable interest) in the property and agrees not to convey or sell, hypothecate, or in any way transfer interest in the property without prior written consent of the City.
4. The owner agrees that, on or before June 15th, 2007, he will put in escrow with the City of Minneapolis \$2,000.00 in cash, cash equivalent, or irrevocable letter of credit, to pay for the cost of demolition or completion of rehab, if such becomes necessary.
5. Owner agrees to make all repairs, improvements, and alterations necessary to bring the property into compliance with all current City of Minneapolis Code requirements. If the property is condemned and requires code compliance, the owner shall order the code compliance inspection before starting any repairs, improvements, or alterations. The code compliance deposit must be made before permits are pulled. The code compliance deposit due date may be different from the restoration agreement timelines. Should owner fail to post the code compliance deposit as required by June 15th, 2007, or to complete repairs to the property on or before November 30th,2007, the City shall cause the property to be razed and removed and the site restored to a dust-free and erosion-free condition and the costs therefor shall be paid from the amount deposited in escrow pursuant to paragraph 4 of this agreement. Any costs above and beyond the escrowed fund may be charged in full or in part against the property, and if so charged, it is a lien upon such property and may be assessed and collected as a special tax.

6. The value of the repairs, improvements, and alterations necessary to bring the property into compliance with code requirements shall be determined by reference to the Means Repair and Remodeling Cost Data, Commercial/Residential, 2004 Edition Manual.
7. In the event the City determines that repairs have not been completed as required in paragraphs 5 and 6 of this agreement, the City will provide the Owner with written notice of its determination to raze the building by mail to the address provided by Owner to the Director of Inspections. Owner shall have ten (10) days from date of the written notice to remove any personal contents in this building that he desires to retain. Any items remaining in the building will be assumed to have no value and will become the property of the wrecking contractor designated by the City of Minneapolis.
8. Pursuant to Chapter 249, because 2842 31st Avenue South is a condemned building, the City of Minneapolis, its employees, or agents may unilaterally enter the building for purposes of inspection upon 24-hour written, voice, or phone message communication.
9. In any instances requiring written notice, the notice may be served upon the Owner by certified mail delivered to his home address of 18162 Ironton Street Northwest, Elk River, Minnesota 55330, or by posting it on the building.
10. Owner agrees to keep the property unoccupied until such time as any and all permits issued by the Department of Regulatory Services for the City are signed off as completed.
11. Owner agrees to obtain all necessary construction permits as required by the Minneapolis Code of Ordinances before the commencement of any repairs to the property, including, but not limited to, building, repair, plumbing, electrical, and mechanical permits. All permit fees will be determined by the Minneapolis Code of Ordinances Director's fee schedule. The building permit fee will be based on the scope of work submitted by owner, but no less than that cost to be agreed upon by the Manager of the Problem Property Unit using the current MEANS guide. If condemned, scope will be based on code compliance orders along with any additional work the owner may wish to do.
12. Owner hereby acknowledges and affirms that he will follow all local, state and federal requirements related to the inspection for and handling of asbestos-containing materials at or in the property.
13. Owner hereby agrees that all painted surfaces will be intact at the completion of the restoration work. Owner agrees to follow all local, state and federal requirements in making the property "Lead Safe" as defined by HUD.
14. Owner understands and agrees that the City will incur substantial costs if he does not follow its terms and conditions. Owner understands and agrees that the City shall be entitled to the following fees as liquidated damages from the Owner if its terms are not fully and completely complied with. Owner further understands and agrees that he shall be held personally liable for any or all of the liquidated damages due and owing and that the City may also take monies from any of the escrow accounts established under this agreement to pay liquidated damages. Additionally, any unpaid, liquidated damages shall become a lien against the property until paid in full.

15. Fees for the failure to complete all repairs, improvements or alterations by November 30th, 2007 shall be \$300.00 for each and every day thereafter.
16. Fees for commencing work without the required permit(s) shall be: double the standard fees applied by the City of Minneapolis, to be determined by the un-permitted work inspector, in addition the City retains the right to prosecute any and all persons regarding said work.
17. Owner understands and agrees that every provision of this agreement is intended to be severable. If any term or provision of this agreement is void, illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and such voidability, illegality, or unenforceability will not affect the validity or legality of the remainder of this agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this agreement to replace the unenforceable language with new language that reflects such intent as closely as possible.
18. The observance of any term of this agreement may be waived (either generally or in particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any such waiver is effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise provided in this agreement, no failure or delay of any party exercising any right under this agreement will operate as a waiver, nor will any single or partial exercise of any such right, or any abandonment or discontinuance of steps to enforce such right, preclude any other or further exercise thereof or the exercise of any other right.

Date: June 11, 2007

Daniel Niziolek, Manager,
Problem Property Unit
Department of Regulatory Services

Date: June 11, 2007

Dave Ceason, Owner,
Rhonda Anderson
18162 Ironton Street Northwest
Elk River, Minnesota 55330

SEE NEXT PAGE FOR OPTIONAL PARAGRAPHS

OPTIONAL PARAGRAPHS AS NECESSARY

If code has expired:

The owner agrees that the previous code compliance is invalid and that all new permits must be pulled. Owner agrees that the engineer's evaluation needs to be redone.

11. Owner agrees to start with exterior work, as requested by the Public Safety and Regulatory Services Committee.
5. The owner agrees to register the Contract for Deed with Hennepin County on or before **One Week After Signing Agreement.**