



Request for City Council Committee Action from the Department of Community Planning & Economic Development – Planning Division

Date: June 8, 2006

To: Council Member Gary Schiff, Chair, Zoning and Planning Committee
Members of the Committee

Referral to: Zoning and Planning Committee

Subject: Appeal of the Board of Adjustment action approving a nonconforming use certificate to establish legal, nonconforming rights to allow a triplex in the R2B Two-Family District for the property located at 2409 Colfax Avenue South (BZZ-2945).

Recommendation: Notwithstanding staff recommendation, the Board of Adjustment approved the nonconforming use certificate to establish legal nonconforming rights for a triplex in the R2B District for property located at 2409 Colfax Avenue South, based on the findings that the evidence showing a triplex through building permit record, water bill records, letters from the neighbors showing continuous use and the letter from G&P Property Services verifying that the radiators and fire place in the basement indicate use of a triplex.

Previous Directives: N/A

Prepared or Submitted by: Shanna Sether, City Planner, 612-673-2307

Approved by: Jack Byers, Planning Supervisor, 612-673-2634

Presenters in Committee: Shanna Sether, City Planner

Financial Impact (Check those that apply)

- No financial impact (If checked, go directly to Background/Supporting Information).
- Action requires an appropriation increase to the _____ Capital Budget or _____ Operating Budget.
- Action provides increased revenue for appropriation increase.
- Action requires use of contingency or reserves.
- Business Plan: _____ Action is within the plan. _____ Action requires a change to plan.
- Other financial impact (Explain):
- Request provided to department's finance contact when provided to the Committee Coordinator.

Community Impact (use any categories that apply)

Ward: 10

Neighborhood Notification: Lowry Hill East Neighborhood Association was notified of this application by e-mail sent on March 28, 2006.

City Goals: See staff report.

Comprehensive Plan: See staff report.

Zoning Code: See staff report.

Living Wage/Job Linkage: Not applicable.

End of 60/120-day Decision Period: On May 16, 2006, the applicant was provided a letter extending the decision period to no later than August 4, 2006.

Other: Not applicable.

Background/Supporting Information Attached: Steve Leventhal applied for a nonconforming use certificate to establish legal nonconforming rights to allow for a triplex in the R2B Two-Family District for the property located at 2409 Colfax Avenue South. The Board of Adjustment approved the nonconforming use certificate on May 4, 2006, based on the findings that the evidence confirms the use as a legal triplex through building permit record, water bill records, letters from the neighbors showing continuous use and the letter from G&P Property Services verifying that the radiators and fire place in the basement indicate use of a triplex. The Board voted 6-1 to approve the nonconforming use certificate. Lowry Hill East Neighborhood Association filed an appeal of the decision of the Board of Adjustment on May 15, 2006.

**Community Planning and Economic Development - Planning Division
Report**

Nonconforming Use Certificate

BZZ-2945

Date: May 4, 2006

Applicant: Steve Leventhal

Address of Property: 2409 Colfax Avenue

Contact Person and Phone: Steve Leventhal, 612-859-0999

Planning Staff and Phone: Shanna Sether, 612-673-2307

Date Application Deemed Complete: April 6, 2006

Public Hearing: May 4, 2006

Appeal Period Expiration: May 15, 2006

End of 60 Day Decision Period: June 5, 2006

Ward: 10 **Neighborhood Organization:** Lowry Hill East Neighborhood
Association

Existing Zoning: R2B Two-Family District

Proposed Request: To establish legal nonconforming rights for a triplex located in the R2B District.

Zoning code section authorizing the request: Chapter 531 Nonconforming Uses and Structures; Section 531.30.

Background & Analysis: The applicant is requesting a nonconforming use certificate to establish legal nonconforming rights for a triplex in the R2B District for property located at 2409 Colfax Avenue South. This site was zoned R6 Multiple-family until 1975 when it was downzoned to R2B Two-family as a part of the "Model Cities" 40 Acre Study. The structure on the property was constructed as a single family dwelling in 1893 and the applicant claims was converted to a triplex during the 1960's, prior to the downzoning from the R6 District to the R2B District. The applicant has provided a written statement from G&P Property Services, who inspected the property and determined that the premises were converted to a 3 unit property sometime in the early 1960's (see the attached letter).

Staff research of City records shows that a single family dwelling was constructed in 1893, prior to density requirements and the first Zoning Ordinance in 1923. A building permit was issued to "convert single family dwelling to a duplex; provide 2 means of egress from 2nd floor apt & bath & toilet in each apt." in 1961 (see the attached permit B 375112). The applicant claims that the duplex was converted to a triplex in the early 1960's, but staff can find no record of a building permit showing the conversion. However, staff did find a plumbing permit to add a water closet, tub, basin and sink in 1963, which may or may not be associated to the previous building permit issued in 1961.

In 1975, the site was downzoned from the R6 Multiple-family district to the R2B Two-Family District as a part of the "Model Cities" 40-Acre Study. Triplexes are not an allowed use in the R2BDistrict. Based on the evidence in City records, staff recognizes the legal nonconforming status of the duplex, but can find no concrete evidence showing the conversion from a duplex to a triplex that would legally establish rights to a triplex at 2409 Colfax Avenue South.

Findings:

1. A building permit was issued for the construction of a framed dwelling in 1893 (B 29951).
2. The first Zoning Ordinance was adopted in 1923.
3. A building permit was issued for the conversion of a single family dwelling to a duplex in 1961 (B 375112). Inspection of this permit was conducted on August 27, 1965.
4. The site was zoned R6 under the 1963 code.
5. Triplexes are a permitted use in the R6 District.

6. Staff can find no records and the applicant has not provided any evidence that a building permit was obtained to convert the duplex into a triplex.
7. The 40-acre study inventory lists the structure as a duplex.
8. The 1975 "Model Cities" 40-Acre Study downzoned this site from the R6 Multiple-family District to the R2B Two-family District that prohibits triplexes.
9. The use was not legally established before the site was rezoned to R2B, which prohibits triplexes.

Due to the lack of sufficient information and facts provided by the applicant for legal rights to a triplex and due to the fact that City records support that it is a duplex, staff can find no nonconforming rights to a triplex. Staff does acknowledge that the site was legally established as a duplex.

Recommendation of the Department of Community Planning and Economic Development Planning Division:

The Department of Community Planning and Economic Development Planning Division recommends that the Board of Adjustment adopt the above findings and **deny** the nonconforming use certificate to establish legal nonconforming rights for a triplex in the R2B District for property located at 2409 Colfax Avenue South.

**Board of Adjustment
Hearing Testimony and Actions**

Thursday, May 4, 2006
2:00 p.m., Room 317 City Hall

Board Membership: Mr. Matt Ditzler, Mr. David Fields, Mr. John Finlayson, Mr. Paul Gates, Ms. Marissa Lasky, Mr. Matt Perry, Mr. Peter Rand

The Board of Adjustment of the City of Minneapolis will meet to consider requests for the following:

2. **2409 Colfax Avenue South (BZZ-2945, 10th Ward)**

Steve Leventhal has applied for a non-conforming use certificate to establish legal nonconforming rights for a triplex located at 2409 Colfax Avenue South in the R2B Two-Family District.

CPED Department Planning Division Recommendation by Shanna Sether:

The Department of Community Planning and Economic Development Planning Division recommends that the Board of Adjustment adopt the above findings and deny the nonconforming use certificate to establish legal nonconforming rights for a triplex in the R2B District for property located at 2409 Colfax Avenue South.

TESTIMONY

Shanna Sether (staff): Item #2 is a request for a non-conforming use certificate. I believe we have a representative from the neighborhood group who would like to request a continuance. Would you like to hear from the neighborhood group at this time or would you like to hear the presentation?

Finlayson: Why the continuance?

Shanna Sether (staff): I believe they are requesting a continuance; it is my understanding that the applicant attended the neighborhood group meeting to discuss the proposal for the non-conforming use certificate and the neighborhood group is requesting additional time because they were not able to address all of the issues related to the application at the previous meeting.

Finlayson: I think we should hear it.

Shanna Sether (staff): Okay.

Finlayson: The neighborhoods should all be aware that the State has imposed a shorter clock than we have had in the past and the neighborhoods have to be able to step up and meet the clock as we all do. Please continue.

Shanna Sether (staff): Thank you. Item number two is a non-conforming use certificate for the property located at 2409 Colfax Avenue. The applicant is requesting to establish legal non-conforming rights for a triplex in the R2B- Two Family Residential District. The site was previously zoned R6-Multiple Family District until 1975. It was then down zoned as part of a 40 acre re-zoning study labeled "Model Cities", and that zoning classification changed to R2B. The structure on the property was originally constructed as a single family home in 1893 and the applicant is claiming that it was converted to a triplex during the early 1960s at a time that it would have been able to have been legally established as a triplex. The applicant has provided a written statement, which you will find in your packet from G and P Property Service, indicating that the property was converted to a triplex during the early 1960s when it would have been legally established. Staff researched the city records and found the original building permit from 1893. That was prior to the density requirements with the first zoning ordinance established in 1923. That permit was to construct a single family dwelling. In 1961 there was a building permit issued to convert the single family dwelling to a duplex. Staff could not find any record of a building permit that specifically stated conversion from duplex to triplex. However, staff did find a plumbing permit to add a water closet, basin, tub and sink in 1963, which in affect, is a kitchen and bathroom. There are three items required to establish a dwelling unit. That's living space, or habitable space, like a living room; something that could be used for a sleeping room; kitchen and a bathroom. In 1975, like I previously mentioned, the site was down zoned to R6.

Staff is recommending denial of this application, due to a lack of sufficient information and facts and not a specific building permit indicating the legal conversion from a duplex to a triplex.

I would like to answer any questions.

Ditzler: Just so I'm clear. This letter is from G and P Property Services?

Shanna Sether (staff): Correct.

Ditzler: This is something that the applicant submitted as well?

Shanna Sether (staff): Yes. This was part of the information submitted with the application.

Ditzler: It doesn't address anything that has to do with zoning or permits; it just talks about the mechanical features of the current structure?

Shanna Sether (Staff): That is correct. Mr. Gates?

Gates: Question, Do we not still have the standard that the applicant has to show that the property, the unit in question, has been occupied continuously from the point at which it became nonconforming?

Shanna Sether (staff): We do have that requirement as well, and I believe that the applicant has letters that he will be providing to the Board of Adjustments today from previous renters or current renters from the past 30 years.

Finlayson: Are there any reverse directory data showing three occupants?

Shanna Sether (staff): I made a trip to the archives library and spent quite a bit of time there. The phone records were very inconsistent. I did every 5 year search and there were times where there was one name listed, three names listed, two names listed. Staff again didn't feel as though that was consistent enough information to provide the recommendation for granting the non-conforming use certificate because it didn't show exactly consistency back to 1975.

Finlayson: But there were some years where there were three?

Shanna Sether (staff): Yes.

Finlayson: Okay. Any further questions? Thank you.

Shanna Sether (staff): Thank you.

Finlayson: Is the applicant present?

Applicant: Yes.

Finlayson: Would you care to make a statement?

Applicant: Yes.

Finlayson: Okay. Name and address for the record please.

Applicant: Steve Leventhal, 11209 Federally Road West.

Steve Leventhal: I guess what I want to reiterate is I believe that this unit was already there pre-1975 and it has been rented out since then. As you have in your packets, in 1963 there was a plumbing permit pulled for the kitchen and bathroom. I think the unit was already there that's why there was never an application to build that unit. If you look at pictures that I have that are in your file, there's pictures of radiators and a picture of a fireplace. It's pretty hard to build a fireplace after the structure is already built so I believe, and G and P Property believed, that the fireplace has been there for a while. If you look at the radiators that are in three of the rooms there pretty old and they have been there definitely pre-1975. Even in 1961 when they converted the second floor into another unit they didn't build a fireplace in there, because obviously it's pretty hard to build a fireplace after the fact. It's a pretty clear picture of the fireplace in the basement here. So what I'm guessing is even maybe in the early 1900's there was some form of unit there and in 1963 they got the plumbing permit to build that bathroom and the sink. Also in the records there's an inspection in 1965 that they did after the duplex was converted and there's no comments from the inspector whether there was an illegal unit in the basement or not. In 1965 the unit was already built and the upstairs unit was already converted, so they probably would have noticed something down there if there was an issue.

I have letters from two of my neighbors, one to the north and one to the south. Can I pass those out?

Finlayson: please. Start at one end if you would. Either one will do.

Steve Leventhal: I think the letter that's more important is the letter, that's from 2415 Colfax. Bill's lived there 30 years and I talked to him about, and he wrote it in the letter that as long as he has lived there he's always known it to be a triplex. He's lived right next door. I think he would have noticed that. I guess my feeling is the law says if the unit is there before 1975 then it's okay for it to still be there and I think with the plumbing permit in the early 1960's, with the radiators and fireplaces, and Bill saying that as far as he's known for 30 years it's always been a triplex.

I do have a lease from when I bought the building. That's the farthest I could go back. I couldn't locate the current owner. She was elderly when I bought the property. So the oldest lease I have goes back to 1992 and that was when I bought it, in the early 1990's. I kind of inherited this lease. I know that the owner used to rent it out to a church group who was in the neighborhood who helped out different people who needed affordable housing. So I know that she rented it for years before that. This is the only lease that I have because this resident was there when I bought it.

Any questions?

Ditzler: Can you tell me how the units are laid out in the property. Is the third unit in the basement?

Steve Leventhal: The third unit is in the basement, the main floor is one unit and the second and third floor is another unit.

Ditzler: Okay.

Steve Leventhal: I did have an inspector from the City of Minneapolis come in and look at the unit and she was really surprised. She said you have the ceiling height; you have egress windows in the bedroom and in the living room. Because I asked her as far as she was concerned were there any requirements that I was going to run into and she said it seemed like from her perspective all the rules that she would have it passed, with over seven feet egress and all that.

Ditzler: How long had the woman lived there lived that you purchased it from? Do you know?

Steve Leventhal: I don't know that.

Finlayson: Mr. Gates.

Gates: So again the law requires that you be able to show continuous use as a three unit building. What records do you have to substantiate that?

Steve Leventhal: The only ones that I have is my neighbor next door, that has said as far as he has known people have always lived as a triplex and the phone records, even though they're sketchy, I think in the 1960's and 1970's not everybody might have had a phone, and it seems to me that if all of the units were full, why wouldn't I have rented it out, and when I bought it from Fran.

Gates: Do you have the phone records to show us? At least what you could find?

Steve Leventhal: I don't have the phone records, no.

Gates: Where are they? I don't see them.

Finlayson: I believe staff discovered phone records.

Steve Leventhal: Right.

Gates: I thought we were going to see them. I would like to make my own assessment. Thank you very much.

Shanna Sether (staff): I'm sorry they didn't make it to copy. The Polk County records are here in the archives and I didn't have a copier available.

Finlayson: Any other questions?

Shanna Sether (staff): And Mr. Gates, they were not necessarily consistent throughout to prove that there were necessarily three occupants or three phone records consistently from 1975.

Gates: Okay, but during my time on the Board, substantiating continuous use has been one of the central requirements.

Finlayson: Well that's a requirement the City has stated. Personally I disagree with it.

Gates: Well, we can have our personal disagreements. But it is law, correct?

Shanna Sether (staff): In non-conformity if there is discontinuance of use for one year or more, there is a loss of non-conforming rights.

A Board Member: Do you feel that that was the case in this situation then based on the research that you did? This is a question to staff?

Shanna Sether (staff): I'm sorry, could you please repeat that?

A Board Member: Do you feel that based on the phone records and the other research that you did that that discontinuity of one year was present?

Shanna Sether (staff): We could not find information to either substantiate the loss of non-conforming rights through discontinuance or the granting of non-conforming rights. So either way.

A Board Member: Okay, thank you/

Finlayson: Have you continually used it as a triplex?

Steve Leventhal: I think so yes. I tried to do some research. Calling the phone company and talking to as many neighbors as I could and there is no way to really prove that, going back to the 1960's.

Rand: The question was have YOU operated it?

Steve Leventhal: Oh, Oh yeah.

A Board Member: Do you have leases with you to show that you have had three units in there since 1992?

Steve Leventhal: I don't have leases with me, but I have rented it out since 1992. I have one tenant that has been there for the last 12 years.

A Board Member: Mr. Chair, just out of curiosity, what activated this?

Finlayson: Yes, that was a question that has been floating around in my head too.

Steve Leventhal: Sure. One of my friends had a four unit building that he bought and there was a unit in the basement and he was telling me that he tried to get it to be a legal five unit and he went through this process and it passed. So, he asked me what the deal was with my unit and I called the City. The City of Minneapolis, like my water bill, they consider it a triplex, I have a copy of that also, they consider it three units. But the City called it a duplex. When I bought it they called a triplex. I guess I never thought about it until my friend went through this with his building and suggested I should check and make sure that mine's a real triplex. I want to do what's right. I'm on the housing board of appeals and I go through this a lot and I want to do the right thing and if the water company is billing me for three units and the law said before 1975 they considered it a third unit I figured I better have someone say yes or no so I can move forward because I don't want to rent it out if it's illegal to rent it out.

Finlayson: Any further questions? None at this time. Thank you. Is anyone else here to speak in favor? Is anyone here to speak against? Name and address please?

Opposing Party: My name is Caroline Griepentrog and I work for the Lowry ____ Neighborhood Association and the reason that we were asking for the continuance on this item is because the

applicant did attend the March Board meeting and at that meeting the board asked the applicant to return to the April Zoning and Planning Committee Meeting with letters of support from the adjacent neighbors as well as more information on the parking situation at the property and when I contacted the applicant to see if he would be able to attend the April meeting he said that he was not ready to attend that meeting but that he would be willing to attend the May meeting and unfortunately we then received a letter that this would be coming before you today and our next Zoning and Planning meeting is next Wednesday and then May 10th and the Board meeting is the following Wednesday and so if it were to be continued to the agenda on the 18th, we would be able to take a formal position on the item. Just explaining the reasoning for that.

Finlayson: Thank You. Anyone else to speak against?

Opposing Party: My name is Meg Tutehill, I live at 2420 Bryant Avenue South which is down the alley from this property. We have owned this property where I live for 37 years. I also own a business on 25th and Hennepin so I spend a great deal of my time in my neighborhood. A couple of things come to mind on this property. Number one, when it was purchased in 1992 he knew he was purchasing a piece of property that was zoned R2B. Right then and there the flags should have gone up and he would have known that the triplex wasn't legal.

Finlayson: How do you know that he knew?

Meg Tutehill: Well, because when I look at listings in my neighborhood it states the zoning on it as to what it's zoned and then it's your job to find out what that zoning is and what it means. The other thing is that we have eight blocks in our neighborhood that are R2B the rest of our neighborhood is R5 and mainly R6. 87% of our property in our neighborhood is multiple dwelling the few eight blocks that we have we're very protective of and we do not want to see anything out of compliance to the R2B zoning on those eight blocks. The zoning variance the gentleman is asking for also does not fit with the comprehensive plan of the neighborhood that we have spent two-and-a-half years working on and that was one of the things the neighbors had asked to have brought forward to you. So it is very important to us to keep the little bit of R2B that we have left intact for the neighborhood since so much of it is rental. Thank you very much.

Finlayson: Thank you. Anyone else to speak against? I see no one. We'll close the public portion of this item. Board comment? Ms. Lasky.

Lasky: Can I make a motion?

Finlayson: Sure.

Lasky: I make a motion to grant the variance and I'm going to give you my reasons why. The two neighbors on either side I think are good testimony; I think they're as good as getting the phone records. The other two things that are most significant for me are that you don't haul in those radiators if you're going to be putting in this type of unit after the fact. Those are more than likely

existing to the building also including the fireplace. You don't put a fireplace in a basement. That is the reason why I will say that these are pre-existing.

Finlayson: Is there a second?

A Board member: Second.

Finlayson: Further comment? Mr. Gates?

Gates: It seems to me that the applicant is making a pretty good faith effort here to comply with the law having brought this case before us on his own. The record is sketchy at best. All the evidence that we have suggests that the unit has been there for quite some time prior to 1975 and there are no phone records or directories or anything which would say that the unit has not been used the building has not been used as a three unit building for the period of time that we need to substantiate so we seemingly can not hold that against the applicant so there is a fair amount of doubt on both sides but I'm granting the benefit of my doubt to the applicant in this case and will support the motion.

A Board Member: I'm in agreement.

Ditzler: I'm in agreement as well. Though I'm still not entirely convinced that the basement wasn't finished off by one of the previous owners who wanted to help out people from their congregation who were in a housing problem, doesn't mean it was used continuously, doesn't mean it was legal if it was used. But I'm inclined to agree with Mr. Gates here, due to your good faith effort, and it seems to be sketchy either way, and the fact that City has been charging you for three units of water this whole time too is definitely in your favor. So I will be supporting the motion as well.

Finlayson: Please call a roll.

Ditzler: Yes

Fields: Yes

Finlayson: Yes

Gates: Yes

Lasky: Yes

Perry: Yes

Rand: No

-----Original Message-----

From: Andy Liu [mailto:pingying87@yahoo.com]

Sent: Monday, June 05, 2006 4:33 PM

To: Sether, Shanna M

Subject: RE: Mr. Steve leventhal's application

Dear Shanna Sether:

I won't be able to attend the meeting on June 8, 2006. Here is my opinion about the rezoning issue.

My opinion is to ask you to reconsider the decision about approving the rezoning in WEDGE area.

In WEDGE, East Lowry Hill historic area, most houses were built about 100 year ago. When people come to WEDGE area, they can see the true history. Especially for the two blocks from 24th to 25th street for Bryant and Colfax avenues, they are not remolded by modern style badly. You can see those houses are well maintained by the residents. They are the mirror of our history. Even when the residents, included myself, updated the houses in past years, they did their best to follow the original style of the houses. They acted bravely to against any damage conducts of our history in the WEDGE area. What the residents did is the love of their homes, love of our histories and love our culture. Be honest, we want to increase our houses' value when we updated the houses, but we also paid more attention to keep our historic environment for interest of our future generations.

Being city's officer, I assume you have a long-term viewpoint of assessment the WEDGE area value, not only money issues, but also the culture issues. When city has the tourist bus driving around WEDGE area, those tourists will be impressed by the nice old but beautiful historic houses one by one, block by block. WEDGE area is not available in other place. It is culture presentation of the city of Minneapolis. These houses are maintained by generation and generation. After one century, the houses has approved the link between our ancestors and us. If we can't keep this link, that means we cut this tie by our hand, it would be a real sad thing, and won't get the forgiveness from the future generation. We can't afford to open the door of unfortunate direction.

I am clear this part, our life need to improve continually. People should enjoy the advantage of modern technology' achievements. For our future, we can give up something, but the culture and history. Our culture and history are the power to motive us work harder, build better garden city of Minneapolis, and WEDGE area.

Your consideration will be appreciated greatly.

Thank you,

Andy Ping Liu
2408 Colfax Ave S

Minneapolis, MN 55405
612-381-1857

"Sether, Shanna M" <Shanna.Sether@ci.minneapolis.mn.us> wrote:
Dear Andy Ping Liu,

Steve Leventhal has an existing triplex; however, the 3rd unit in the basement was never legally established. According to City records, the use of the structure is a duplex. Steve Leventhal is applying to establish rights for the triplex by stating that the 3rd dwelling unit was established at a time when it would have been legal.

The decision is not made by the City, per se, instead is decided by a board of community members. They will weigh out the evidence to determine whether or not it was legally established. Steve Leventhal purchased this as a triplex and has been using it as such during his ownership. The previous owner, Fran Rutherford also used the structure as a triplex as evidenced by a lease agreement.

Staff is recommending denial of this application to the Board of Adjustment because we do not believe it was legally established. If the Board of Adjustment decides that the 3rd dwelling unit in the basement was not legally established, Steve Leventhal will have to remove the unit or apply to rezone the property to allow for a triplex. This structure is in a zoning district that only allows single family homes and duplexes.

Have a great day,

Shanna Sether

CPED - Planning/Zoning
250 South 4th Street, Room #300
Minneapolis, MN 55415

-----Original Message-----

From: Andy Liu [mailto:pingying87@yahoo.com]
Sent: Tuesday, April 25, 2006 10:46 AM
To: Sether, Shanna M
Subject: Mr. Steve leventhal's application

Dear Shanna Sether:

My name is Andy Ping Liu. I live at 2408 Colfax Ave. South. I am the owner of the property. I received a letter from the city about Mr. Steve Leventhal Non-conforming use certificate application. Before I express my opinion, I would like you give me more detail about what possible impact would be if the city approves Mr. Leviathan's application.

Thank you for giving me this opportunity to discuss the neighborhood issue.

Andy Ping Liu
2408 Colfax Ave. S.
Minneapolis, MN 55405

Ph:612-381-1857

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APARTMENT LEASE

This is a lease. This Lease is dated 8-26-91. It is a legal agreement between the Tenant and the Landlord to rent the Apartment described below. The word LANDLORD as used in this Lease means FRANK RUTHERFORD and the Landlord's address is 2409 COLEMAN AVE. S., MPLS. MN. 55405. The word TENANT as used in this Lease means NICHOL N. SC.

(List all persons who will live in the Apartment).

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenant if either one of them does not comply with this Lease.

1. Description of Apartment. The Apartment is Apartment No. 2409 COLEMAN AVE. S. 55405 of the building known as 2409 COLEMAN AVE. S. 55405 situated at 2409 COLEMAN AVE. S. 55405 in the City of MINNEAPOLIS, County of HENNEPIN, State of Minnesota. on property legally described as follows:

2. Term of Lease. This Lease is for a term of 9 MONTHS beginning on SEPT 1, 1991, at 12:01 o'clock A.M., and ending on APRIL 30, 1992, at 10:59 o'clock P.M.

3. Rent.

a. Amount. The rent for the Apartment is Three hundred twenty five Dollars (\$325.00) per month paid in advance.

b. Payment. The rent payment for each month must be paid before the 1st day of each month beginning on SEPT 1, 1991 at Landlord's address. Landlord does not have to give notice to Tenant to pay the rent. Tenant understands that Landlord will not accept a partial payment of rent.

c. Responsibility for Rent. Every Tenant listed above is individually responsible for paying the full amount of rent owed to Landlord.

4. Security Deposit. The Tenant has given the Landlord \$325.00 SERVICES 253 N. W. PL. S. 55101 as a security deposit. If Tenant fails to perform any term in this Lease, Landlord may use the security deposit for payment of money that Landlord may spend or damages that Landlord suffers because of Tenant's failure. The Landlord may use the security deposit to pay for any damage to the Apartment caused by the Tenant or the Tenant's guests. The security deposit may also be used to pay any rent that the Tenant owes to the Landlord at the end of the lease.

The Landlord will pay the Tenant interest on the security deposit at the rate of five and one-half percent (5.5%) per year, as required by Minnesota Statutes Section 504.20, subd. 1. Landlord shall, within three weeks after (1) the end of the lease term, and (2) receipt of Tenant's mailing address or delivery instructions, return the deposit to the Tenant, together with the interest due on the deposit. If the Landlord does not return the deposit within the three weeks, Landlord must give Tenant a written statement showing the specific reason for withholding of part or all of the deposit. The Landlord may keep all or part of the security deposit (1) for rent or other money owed to the Landlord, and (2) for damage to the Apartment beyond ordinary wear and tear.

5. Quiet Enjoyment. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the Apartment for the term of this Lease.

6. Use of Apartment. The Apartment shall be used and occupied by no more than 1 adult persons. The Apartment shall be used only as a private residence to live in and for no other purpose. The Tenant may not use the Apartment for any unlawful activity. The Tenant may not use the Apartment for the purpose of carrying on any business, profession or trade. Tenant shall not place any obstructions in the common hallways or entryways of the building. The Tenant shall not act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other tenants in the building to peace and quiet. Tenant may not keep animals or pets of any kind in the Apartment without the written consent of the Landlord.

7. Right of Entry. Landlord and Landlord's agents may enter the Apartment at reasonable hours to repair or inspect the Apartment and perform any work that Landlord decides is necessary. In addition, the Landlord may show the Apartment to possible or new Tenants at reasonable hours during the last 90 days of the lease term. FULL TERM OF LEASE TO BEYOND 90

8. Assignment and Subletting. Tenant may not assign this Lease, lease the Apartment to anyone else (sublet), sell this Lease or permit any other person to use the Apartment without the prior written consent of the Landlord. If Tenant does, Landlord may terminate this Lease as described in Paragraph 17 of this Lease. Any assignment or sublease made without Landlord's written consent will not be effective. Tenant must get Landlord's permission each time Tenant wants to assign or sublet. Landlord's permission is good only for that specific assignment or sublease.

9. Utilities. Tenant shall pay for all utilities provided to the Apartment, except for GAS, ELECTRIC - WATER HEAT - GARBAGE which shall be provided at the Landlord's expense. Tenant shall not waste any utilities provided by Landlord.

10. Maintenance and Repair.

a. By Landlord. Landlord promises (1) that the Apartment is fit for use as a residence; (2) to keep the Apartment in reasonable repair during the term of the Lease, except when the damage was caused by the intentional or negligent action of the Tenant or Tenant's guests; and (3) to maintain the Apartment in compliance with the applicable health and safety laws except where the violation is caused by the Tenant or Tenant's guests.

TENANT HAS FREQUENT USES OF WASHER & THE COST OF

b. **By Tenant.** Tenant promises, at Tenant's expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the Tenant or the Tenant's family, agent or guests. Tenant shall comply with all the sanitary laws affecting the cleanliness, occupancy and preservation of the Apartment, except where the Landlord is required by law to comply with the sanitary laws (See Minnesota Statute, Section 504.18). Tenant agrees to perform the following repairs and maintenance:

11. **Alterations.** Tenant must obtain Landlord's prior written consent to install any paneling, flooring, partitions or make alterations or to paint or wallpaper the Apartment. Tenant must not change the heating, electrical, plumbing, ventilation or air conditioning without the prior written consent of the Landlord.

12. **Liability.** Landlord is not responsible for any damage or injury that is done to Tenant or his/her property caused by fire, water, explosion or any other cause in the Apartment. Landlord is not responsible for loss of any of Tenant's property from the Apartment or the building by theft or other cause.

13. **Termination.** If Tenant wants to move out of the Apartment when the lease term ends, Tenant must give Landlord prior written notice at least thirty (30) days before the lease term ends. If the Tenant does not give the thirty (30) days notice, the Landlord may continue this Lease for 30 days. This renewal provision shall be valid only if Landlord has given to Tenant written notice, served personally or by registered mail, drawing Tenant's attention to this renewal provision. Landlord must give this notice within fifteen (15) days prior to the time that Tenant is required to furnish notice of Tenant's intention to move out, but not more than thirty (30) days prior to that date.

* 14. **Surrender of Premises.** Tenant shall move out of the Apartment when this Lease ends. When Tenant moves out, Tenant shall leave the Apartment in as good condition as it was when the lease started, with the exception of reasonable wear and tear.

15. **Abandonment.** If Tenant moves out of the Apartment before the end of this Lease, Landlord may bring a legal action to recover possession of the Apartment. The Landlord may rent the Apartment to someone else. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses for re-renting the Apartment and second to pay any amounts Tenant owes under this Lease. Tenant shall be responsible for paying the difference between the amount of rent owed by Tenant under this Lease and the amount of rent received by Landlord from the new tenant together with any court costs and attorney's fees. If Landlord recovers possession of the Apartment after Tenant moves out, then Landlord may consider Tenant's personal property in the Apartment to also have been abandoned. Landlord may then dispose of the personal property in any manner that the Landlord thinks is proper. Landlord shall not be liable to Tenant for disposing of the personal property.

16. **Damage to Apartment.** If the Apartment is destroyed or damaged not due to the fault of Tenant or Tenant's guests, and the Apartment is unfit for use as a residence, Tenant is not required to pay rent for the time the Apartment cannot be used. If part of the Apartment cannot be used, Tenant must only pay rent for the usable part. If the Apartment is damaged or destroyed, Landlord may terminate this Lease immediately and may decide not to rebuild or repair the Apartment. If the damage was not caused by the Tenant or the Tenant's guest and the Landlord cancels the Lease, the rent shall be pro-rated up to the time of the damage.

17. **Default.** If Tenant does not pay the rent or other amounts when due or if Tenant violates any term of this Lease, Landlord may terminate this Lease. If Tenant does not move out, Landlord may bring an eviction action. If Tenant violates a term of this Lease and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease.

18. **Heirs and Assigns.** The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs, legal representatives and assigns of Tenant or Landlord.

LANDLORD:

TENANT:

Eron R. [Signature]

[Signature]

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 26 day of August 1991,
1991 by _____

(Signature of Person Taking Acknowledgment)

STATE OF MINNESOTA
COUNTY OF _____

(Title or Rank)

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____, the _____
of _____, a _____ corporation, on
behalf of the corporation.

(Signature of Person Taking Acknowledgment)

THIS INSTRUMENT WAS DRAFTED BY:

(Title or Rank)

(Name)

(Address)

LEASE AGREEMENT

DATE MAY 1

The undersigned owner hereby leases to the undersigned tenants, and the tenant takes and leases from the owner the premises at 2409 Colfax Avenue South, Minneapolis, Minnesota on (fixed term of SIX months) beginning 5-1 1972 at \$ 37.50 per month payable* in advance. The rent is due on the first of every month. A \$25.00 late fee will be assessed if payed after the fifth of the month. Repetitious late payments occurring between the first and fifth could lead to termination of lease unless prior approval has been made between owner and renter. Tenant must give owner written notice 60 days before expiration of this lease of tenant's intention to vacate at the end of the lease term otherwise this lease shall automatically renew without notice under the same term and conditions. Tenant agrees that the premises may be shown for sale or rental and in the event of sale, this lease shall terminate without notice and tenant may re-negotiate a new lease with new purchaser. \$ 350.00 shall be paid as damage deposit to be held by owner for the duration of the lease, and returned to the tenant when premises are vacated, if left in reasonable condition. If damage to rental property is not financially agreed upon by owner and tenant, a third party will assess damages and the cost for repairs. Deposit shall not constitute the last month's rent. The deposit is only to be used as a damage and security deposit. Two adults maximum to occupy.

THE PARTIES COVENANT AND AGREE:

No part of the premises shall be sublet or underlet. No article or substance shall be kept on the premises, or any occupation conducted which is illegal, noisy, or dangerous, or which might increase the insurance premiums on the building, or create a nuisance disturbing other tenants.

All rubbish is to be properly separated by the tenant and placed in proper containers. If the City charges the property at 2409 Colfax for not recycling properly and if the tenants are directly responsible for the misuse or excessive use of disposable items, they will pay any extra assessments.

NO DOGS, CATS, OR OTHER PETS are to be kept on premises except by written permission of owner.

All drains and waste pipes or plumbing are accepted as clear by tenant and any material blocking partially or completely during the tenancy shall be repaired by tenant. Glass breakage is the responsibility of the tenant, unless the fault of the owner. No locks are to be installed or changed. The owner is to have a key and may, without liability, enter at any reasonable time and inspect, repair, show the apartment, or post to let signs.

Heat, hot water, and electricity are to be supplied by the owner and the owner is not responsible for the damage resulting from any interruption of same. The tenant agrees to pay the owner through a second check, the cost of electricity used (the electricity is in owners name but is paid by the tenants). The electricity bill will be determined prior to signing of lease in the amount of \$ 0. Excessive use of

SJ

electricity (ie air conditioner) will be assessed in addition to previous amount agreed upon according to the electricity bill. The same excessive use as stated above applies to the heating bill.

Leaks in pipes, unless caused by negligence of tenant, are to be repaired by owner within a reasonable time after notice, but the owner shall not be liable nor responsible for any damages resulting from any such leaks or overflows.

The owner shall not be under any obligation to make repairs or redecoration in the premises to correct conditions caused by tenant and shall not be responsible for any damages suffered by the tenant, or those claiming under him by his failure to make repairs.

The tenant shall not make alterations, repairs additions, improvements, or any redecoration of the premises without written authorization from the owner.

Should the property, all or part, be damaged or destroyed by fire, storm, or civil riot, and become untenable, this lease shall be void and monthly rent paid shall be refunded pro rata.

Notices from either party shall be deemed properly delivered if mailed by ordinary mail to the premises, the address of owner, or delivered in person. Should the rent become overdue and the owner sue for same, or sue for possession or nonpayment of rent, the tenant shall pay all court costs and reasonable attorney's fees. All furniture and personal property of tenant shall remain on premises as collateral until full settlement is made to the satisfaction of owner.

Waiver of any term of this contract at any time shall not be deemed a waiver on any other occasion nor of any other term.

That tenant will keep premises continually in a neat and respectable condition.

Tenant understands that they need own renters insurance to cover property in their unit.

If any term or provision of this lease is violated or neglected, the tenant authorizes and empowers owner to cancel and annul this lease at once and to re-enter and remove all persons and their property therefrom, and to use such force and assistance in effecting such removal as owner may deem advisable. Such re-entering shall not work a forfeiture of the rents to be paid by tenant for the full term of this lease.

IN TESTIMONY WHEREOF the parties have set their hands the date above written.

Steve J. [Signature]
OWNER

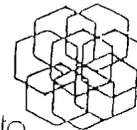
Theodore R. [Signature]
TENANT

TENANT

Discount of \$25 for 3 months.

Security deposit
May 5 150
m. 11 14 500

RESIDENTIAL LEASE



minnesota
MULTI HOUSING
ASSOCIATION

THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS
CERTIFIED THAT THIS LEASE COMPLIES WITH THE
MINNESOTA PLAIN LANGUAGE CONTRACT ACT

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENT*: (List all persons who will live in the Apartment)

JED FISHER

MANAGEMENT: (Enter company name if applicable)

Steven Lewenthal

STREET ADDRESS OF PREMISES ("Apartment") 2409 Colfax Ave S

APARTMENT NO. B5MT DURATION OF LEASE Six months (enter number of months or month-to-month)

STARTING DATE OF LEASE MAY 1, 1993 DATE THIS LEASE ENDS (if appropriate) OCT 1, 1993

NOTICE PERIOD (The NOTICE PERIOD is one full month unless this Lease states a different notice period) YES 60 DAYS

MONTHLY APARTMENT RENT \$ 375 SERVICE CHARGE \$ 15

OTHER MONTHLY RENT CHARGES (e.g., garage) \$ 0

TOTAL MONTHLY RENT \$ 375 SECURITY DEPOSIT \$ 350

UTILITIES INCLUDED IN RENT: Heat Hot and Cold Water Other Gas

UTILITIES PAID BY RESIDENT: Electricity Telephone Other None

(The following is required by Minnesota Statutes, Section 504.22)

Authorized Manager of Apartment Steven Lewenthal

Address 2409 Colfax Ave S

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is Same as above

Address _____
Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional Agreements (if any):

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

Steven Lewenthal

Steven Lewenthal

Signed _____

Jed Fisher
(Resident)

(Resident)

(Resident)

Date signed 11/15/93

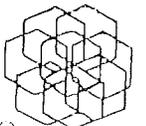
3 OF THIS LEASE

IT

PAYMENT: RESIDENT will pay MANAGEMENT the full amount of the monthly rental fee on the first day of each month.

RESIDENTIAL LEASE

377-
1645



minnesota
MULTI HOUSING
ASSOCIATION

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MINNESOTA PLAIN LANGUAGE CONTRACT ACT

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a con-
tract by the Attorney General under the plain language contract act is
not otherwise an approval of the contract's legality or legal effect.

RESIDENT*: (List all persons who will live in the Apartment)

Don Forelin & Jason Wahl

MANAGEMENT: (Enter company name if applicable)

Steven Leventhal

STREET ADDRESS OF PREMISES ("Apartment")

2409 Colfax Ave S

APARTMENT NO. BSMT DURATION OF LEASE

12 months

(enter number of months or month-to-month)

STARTING DATE OF LEASE

Sept. 1, 1993

DATE THIS LEASE ENDS (if appropriate)

Sept 1, 1994

NOTICE PERIOD (The NOTICE PERIOD is one full month unless this Lease states a different notice period)

60 Days

MONTHLY APARTMENT RENT \$

475-

SERVICE CHARGE \$

0-

OTHER MONTHLY RENT CHARGES (e.g., garage) \$

0-

TOTAL MONTHLY RENT \$

475

SECURITY DEPOSIT \$

475-

UTILITIES INCLUDED IN RENT: Heat Hot and Cold Water Other

water, etc.

UTILITIES PAID BY RESIDENT: Electricity Telephone Other

Mobile it want

(The following is required by Minnesota Statutes, Section 504.22)

Authorized Manager of Apartment

Address

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is

Address

*Where appropriate, singular terms used in this Lease include the plural and pronouns of one gender include all genders

Additional Agreements (if any):

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

by Steven Leventhal

Date signed Aug 28, 1993

Jason A. Wahl
(Resident)

Don Forelin
(Resident)

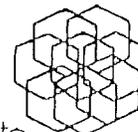
(Resident)

Date signed 8/28/93

TERMS OF THIS LEASE

RESIDENTIAL LEASE

2409
bsmt



minnesota
MULTI HOUSING
ASSOCIATION

THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS
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MINNESOTA PLAIN LANGUAGE CONTRACT ACT

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENT*: (List all persons who will live in the Apartment)

John Kinsling

MANAGEMENT: (Enter company name if applicable)

Steven Leventhal

STREET ADDRESS OF PREMISES ("Apartment")

2409 Colfax Ave S

APARTMENT NO. BSMT DURATION OF LEASE

12 month

(enter number of months or month-to-month)

STARTING DATE OF LEASE

Sept 1, 1996

DATE THIS LEASE ENDS (if appropriate)

Aug 31, 1997

NOTICE PERIOD (The NOTICE PERIOD is one full month unless this Lease states a different notice period)

60 DAYS

MONTHLY APARTMENT RENT \$

525

SERVICE CHARGE \$

25

OTHER MONTHLY RENT CHARGES (e.g., garage) \$

0

TOTAL MONTHLY RENT \$

525

SECURITY DEPOSIT \$

400 / 12.5 total 525

UTILITIES INCLUDED IN RENT:

Heat Hot and Cold Water Other

NSP, minneapolis, laundry, parking

UTILITIES PAID BY RESIDENT:

Electricity Telephone Other

none

(The following is required by Minnesota Statutes, Section 504.22)

Authorized Manager of Apartment

Steven Leventhal

Address

2409 Colfax Ave S

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is

Address

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional Agreements (if any):

paid 400 on 8/3/96 paid 500 on 9/3/96 cash 525 left

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

Steven Leventhal

by

Date signed

8-4-96

(Resident)

(Resident)

(Resident)

Date signed

John Kinsling

8-4-96

RESIDENTIAL LEASE



THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS
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MINNESOTA PLAIN LANGUAGE CONTRACT ACT

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect

RESIDENT*: (List all persons, and their dates of birth, who will live in the Apartment)

John Kisling

MANAGEMENT: (Enter company name if applicable) Rent Inc.

STREET ADDRESS OF PREMISES ("Apartment") 2409 Colfax Avenue South

APARTMENT NO. basement DURATION OF LEASE 12 months (enter number of months or month-to-month)

STARTING DATE OF LEASE 9-1-01 DATE THIS LEASE ENDS (if appropriate) 8-31-02

NOTICE PERIOD (The NOTICE PERIOD is one full month unless this Lease states a different notice period) 60 days

MONTHLY APARTMENT RENT \$ 600 SERVICE CHARGE \$ 25 (after the 5th)

OTHER MONTHLY RENT CHARGES (e.g. garage) \$ ---

TOTAL MONTHLY RENT \$ 600 SECURITY DEPOSIT \$ 525 (8-31-97)

UTILITIES INCLUDED IN RENT: Heat Hot and Cold Water Other WSP, laundry, etc

UTILITIES PAID BY RESIDENT: Electricity Telephone Other

The premises were constructed prior to 1978.
 See attached disclosure of information

(The following is required by Minnesota Statutes, Section 504B.181)

Authorized Manager of Apartment Steve Leventhal

Address 239 West 7th Street St. Paul, MN 55102

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is Laura Condon

Address same as above

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional Agreements (if any):

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT

by Steve Leventhal

Date Signed _____

John Kisling
(Resident)

(Resident)

(Resident)

Date signed _____

Resident acknowledges receipt of the Lease by signature on this document.

TERMS OF THIS LEASE

A. RENT

1. PAYMENT: RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.

2. WHO IS RESPONSIBLE FOR RENT: Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.

3. DUTY TO PAY RENT AFTER EVICTION: If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period ends. If the Apartment is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference.

RESIDENTIAL LEASE



THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS
CERTIFIED THAT THIS LEASE COMPLIES WITH THE
MINNESOTA PLAIN LANGUAGE CONTRACT ACT.

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENT: (list all persons, and their dates of birth, who will live in the apartment)

John Kesting
Autumn Kesting

MANAGEMENT: (enter company name if applicable) Rent Inc
239 West 7th St St. Paul MN 55102

STREET ADDRESS OF PREMISES ("Apartment") 2409 Colfax Ave S

APARTMENT NO. Lower DURATION OF LEASE (enter number of months or month-to-month) 6 months

STARTING DATE OF LEASE Sept 1 2004 DATE THIS LEASE ENDS (if appropriate) February 28, 2005

NOTICE PERIOD (the NOTICE PERIOD is one full month, unless this LEASE states a different notice period) 60 day notice

MONTHLY APARTMENT RENT \$ 625⁰⁰ SERVICE CHARGE \$ late rent 25/8m + 50/10m

OTHER MONTHLY RENT CHARGES (e.g. garage) \$ ---

TOTAL MONTHLY RENT \$ 625⁰⁰ SECURITY DEPOSIT \$ On file (525⁰⁰)

UTILITIES INCLUDED IN RENT: Heat Hot and Cold Water Other Electric, Rubbish

UTILITIES PAID BY RESIDENT: Electricity Telephones Other ---

(the following is required by Minnesota Statutes, Section 504B.181)

Authorized Manager of Apartment Judith DeSerre
Address 2409 Colfax Ave S Main Mpls mn 55405

The premises were constructed prior to 1978.
 See attached disclosure of information.

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is

Rent Inc - address above 651-222-1185

Jude - address above 612-695-7368

Address _____

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional Agreements (if any) Tenants agree not to move during the months of December, January, February.

Management (acting as agent for owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this lease.

MANAGEMENT

Rent Inc
by JA DeSerre
Date Signed 9/26/04

[Signature]
(Resident)
[Signature]
(Resident)
[Signature]
(Resident)
Date Signed _____

Resident acknowledges receipt of the Lease by signature on this document

TERMS OF THIS LEASE

A. RENT

1. PAYMENT: RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.

2. WHO IS RESPONSIBLE FOR RENT: Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.

3. DUTY TO PAY RENT AFTER EVICTION: If RESIDENT is evicted because RESIDENT violated a term of this Lease. RESIDENT must still