



**CPED STAFF REPORT**  
 Prepared for the City Planning Commission

CPC Agenda Item #1  
 April 13, 2015  
 MS-236

**LAND USE APPLICATION SUMMARY**

*Property Location:* 4749-51 France Avenue South  
*Project Name:* 4749-51 France Avenue South Party-Wall Split  
*Prepared By:* [Shanna Sether](#), Senior City Planner, (612) 673-2307  
*Applicant:* Concord Universal, LLC  
*Project Contact:* Jeremy Rupp  
*Request:* To allow separate ownership of both sides of an existing duplex.  
*Required Applications:*

<b>Minor Subdivision</b>	To allow for a party-wall split of an existing duplex.
--------------------------	--

**SITE DATA**

<b>Existing Zoning</b>	R2B Two-Family District SH Shoreland Overlay District
<b>Lot Area</b>	5,664 square feet / .13 acres
<b>Ward(s)</b>	13
<b>Neighborhood(s)</b>	Fulton Neighborhood Association
<b>Designated Future Land Use</b>	Urban Neighborhood
<b>Land Use Features</b>	Community Corridor (France Avenue South)
<b>Small Area Plan(s)</b>	<a href="#">Linden Hills Small Area Plan (2013)</a>

<b>Date Application Deemed Complete</b>	March 20, 2015	<b>Date Extension Letter Sent</b>	Not applicable
<b>End of 60-Day Decision Period</b>	Not applicable	<b>End of 120-Day Decision Period</b>	July 18, 2015

## BACKGROUND

**SITE DESCRIPTION AND PRESENT USE.** The subject property is a side-by-side duplex which was permitted for construction in 1945. The structure was recently remodeled to add a second story and a new 18 foot by 37 foot detached garage.

**SURROUNDING PROPERTIES AND NEIGHBORHOOD.** The subject property is located on the east side of France Avenue South. The centerline of France Avenue South is the city boundary and the City of Edina is across the street. The predominant land uses in the immediate area are single- and two-family dwellings.

**PROJECT DESCRIPTION.** The applicant is proposing to divide the existing property along the interior party-wall separating the two dwelling units. The purpose of the subdivision is to allow for separate ownership for each side of the duplex and the property on either side.

**PUBLIC COMMENTS.** At the time of writing the staff report, staff has not received public comments regarding the requested minor subdivision. Any correspondence received prior to the public meeting will be forwarded on to the Planning Commission for consideration.

## ANALYSIS

### MINOR SUBDIVISION

The Department of Community Planning and Economic Development has analyzed the application for a Minor Subdivision based on the following findings:

- I. *The subdivision is in conformance with these land subdivision regulations, the applicable regulations of the zoning ordinance and policies of the comprehensive plan.*

The subdivision is in conformance with the design requirements of the zoning code and the land subdivision regulations.

Subdivision Regulations:

Lots with an existing side-by-side two-family dwelling of one (1) or more stories may be subdivided along the party wall to allow separate ownership of each side of the building provided that covenants are recorded that set forth the requirements for exterior maintenance of the building and grounds, the requirements for reconstruction if one (1) or both sides of the building are damaged or destroyed, and state that the parcels may be used separately as long as the existing building is continued and that thereafter the lots shall be combined to make a single parcel or otherwise be enlarged to conform to the requirements of these land subdivision regulations. The applicant has submitted the proposed language for the covenant and it will be recorded with Hennepin County, if the minor subdivision is approved.

Zoning Ordinance:

The existing use is a two-family dwelling in the R2B Two-Family District. The existing use is conforming in the R2B District.

Comprehensive Plan:

Staff has identified the following policies of the *Minneapolis Plan for Sustainable Growth* that are relevant to the submitted applications:

**Land Use Policy 1.8: Preserve the stability and diversity of the city's neighborhoods while allowing for increased density in order to attract and retain long-term residents and businesses.**

- 1.8.1 Promote a range of housing types and residential densities, with highest density development concentrated in and along appropriate land use features.
- 1.8.2 Advance land use regulations that retain and strengthen neighborhood character, including direction for neighborhood.

The proposed subdivision will allow for separate home ownership of each side of the existing duplex. Staff finds that the proposed minor subdivision is consistent with the above noted language of the comprehensive plan.

2. *The subdivision will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor be detrimental to present and potential surrounding land uses, nor add substantially to congestion in the public streets.*

The existing use is a side-by-side duplex with a detached garage. There are no additional dwelling units or development proposed.

3. *All land intended for building sites can be used safely without endangering the residents or users of the subdivision or the surrounding area because of flooding, erosion, high water table, soil conditions, improper drainage, steep slopes, rock formations, utility easements or other hazard.*

The site does not present any of the above hazards. No building sites are being created. The duplex was recently remodeled and the new detached garage was constructed. Both projects received a building permit.

4. *The lot arrangement is such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits and in providing driveway access to buildings on such lots from an approved street. Each lot created through subdivision is suitable in its natural state for the proposed use with minimal alteration.*

The existing detached garage is accessed via an easement across the rear of the property to the south at 4753-55 France Avenue South. The easement has been recorded and entitles the property owner(s) to access the property from 48<sup>th</sup> Street West.

5. *The subdivision makes adequate provision for stormwater runoff, and temporary and permanent erosion control in accordance with the rules, regulations and standards of the city engineer and the requirements of these land subdivision regulations. To the extent practicable, the amount of stormwater runoff from the site after development will not exceed the amount occurring prior to development.*

Existing utility and drainage provisions are adequate for the structures. With the recent improvements, the impervious surface is approximately 58.2% of the property, where 60% is allowed.

## RECOMMENDATIONS

The Department of Community Planning and Economic Development recommends that the City Planning Commission adopt staff findings for the application by Jeremy Rupp of Concord Universal, LLC, for the properties located at 4749-4751 France Avenue South:

### **A. Minor Subdivision.**

Recommended motion: **Approve** the application for a minor subdivision to allow for a party-wall split of an existing duplex in the R2B Two-Family District, subject to the following conditions:

1. The applicant shall provide evidence of proper filing of the covenants with requirements found in Section 598.240 (5).

## ATTACHMENTS

1. Written description and findings submitted by applicant
2. Zoning map
3. Photos
4. Survey
5. Correspondence

3/8/15

Concord Universal  
9900 13<sup>th</sup> Ave N Suite 100  
Plymouth MN 55441

RE: 4749/4751 France Ave S, Mpls MN

To Whom It May Concern:

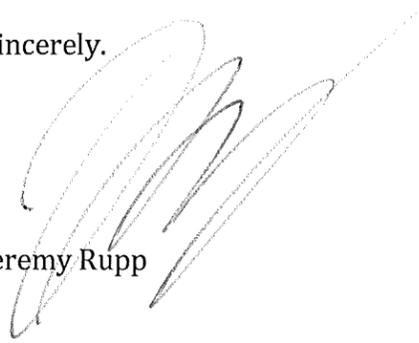
The following information is in regards to the "required findings" portion of the minor subdivision application.

1. Yes. This piece of property meets all zoning ordinance, policies and comprehensive plan.
2. Yes. This property will not be injurious to the immediate vicinity. In fact it will enhance the area due to the property being improved from it's original condition prior to the minor subdivision.
3. Not applicable.
4. Yes. All permits have already been approved and construction is underway. The natural state of this lot will remain intact. There will simply be the option for separate ownership of the units.
5. Yes. Since the lot structure layout, topography etc have not been changed there will not be any adverse affect as it relates to runoff, etc.

If you have any questions please feel free to email me directly at:  
[Jeremy@JeremyRupp.com](mailto:Jeremy@JeremyRupp.com). Please use the address in the subject line.

Sincerely,

Jeremy Rupp

A handwritten signature in black ink, appearing to read 'Jeremy Rupp', is written over the printed name. The signature is fluid and cursive, with a large initial 'J' and 'R'.

3/12/15

Concord Universal  
9900 13<sup>th</sup> Ave N Suite 100  
Plymouth MN 55441

RE: 4749/4751 France Ave S, Mpls MN

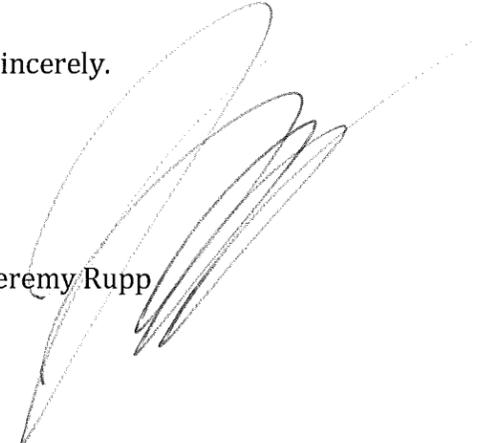
To Whom It May Concern:

The owner of this property has taken the proper channels in order to create separate PIDs for each unit (minor subdivision). The existing structure has one PID, after this process is complete there will two separate PID.

If you have any questions please feel free to email me directly at:  
[Jeremy@JeremyRupp.com](mailto:Jeremy@JeremyRupp.com). Please use the address in the subject line.

Sincerely,

Jeremy Rupp

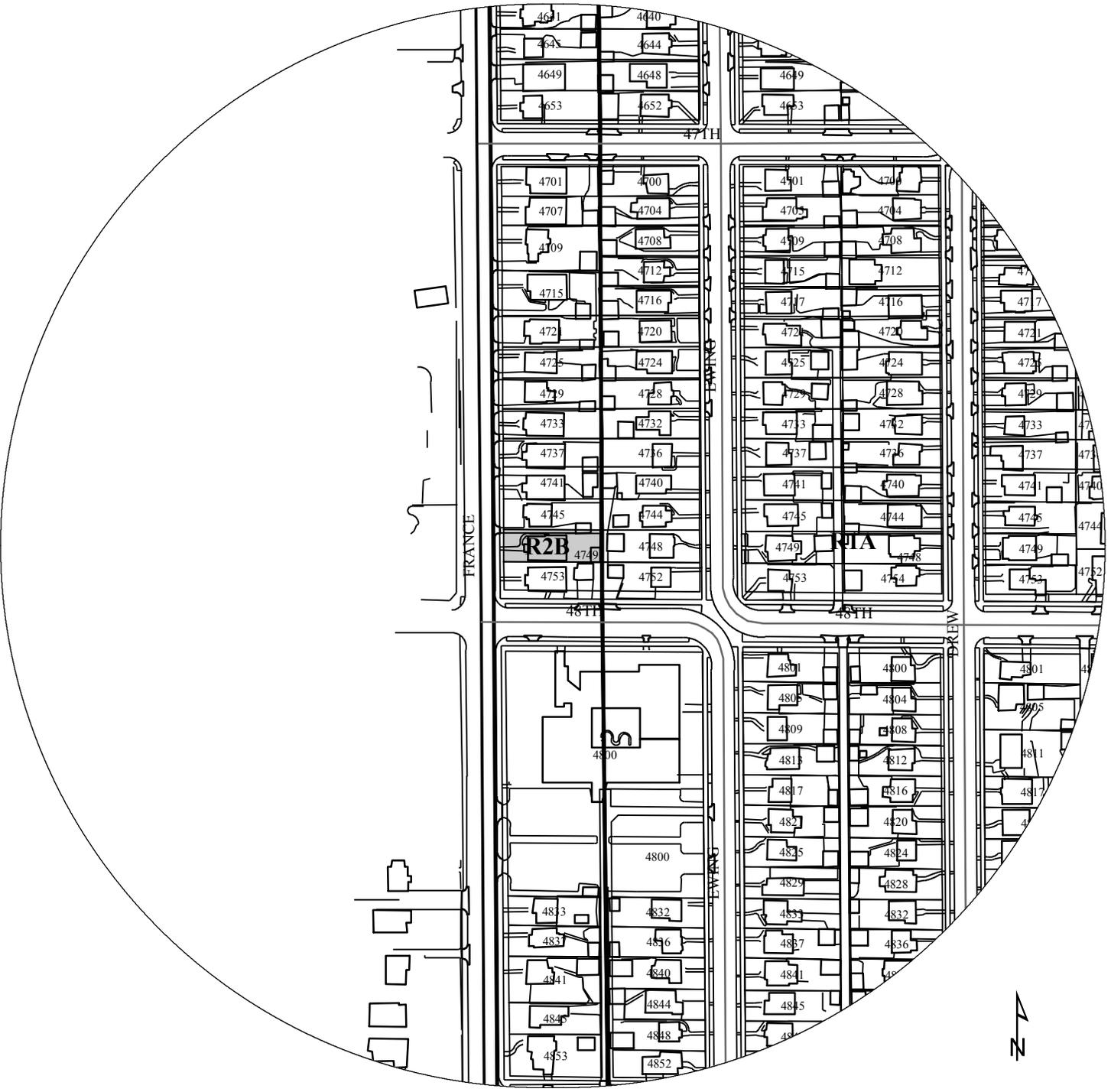


Concord Universal, LLC

13th

NAME OF APPLICANT

WARD



PROPERTY ADDRESS

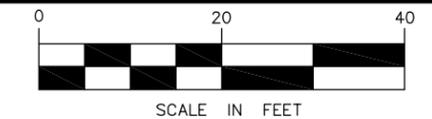
4749-4751 France Avenue South

FILE NUMBER

MS - 236

# SITE PLAN

Call 48 Hours before digging  
**GOPHER STATE ONE CALL**  
 Twin Cities Area 651-454-0002  
 MN. Toll Free 1-800-252-1166



## LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
- DENOTES BOUNDARY LINE
- - - DENOTES LOT LINE
- - - DENOTES SETBACK LINE
- - - DENOTES EASEMENT LINE
- - - 999 DENOTES EXISTING CONTOUR LINE
- x999.99 DENOTES EXISTING SPOT ELEVATION
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES DRAINAGE FLOW
- FFE DENOTES FINISH FLOOR ELEVATION
- ☎ DENOTES CONIFEROUS TREE
- ☎ DENOTES DECIDUOUS TREE
- DENOTES WOOD FENCE
- DENOTES CHAINLINK FENCE
- ⊕ DENOTES MANHOLE (UNKNOWN UTILITY)
- ⊕ DENOTES ELECTRIC MANHOLE
- ⊕ DENOTES TELEPHONE MANHOLE
- DENOTES STORM CATCH BASIN
- ⊕ DENOTES GUY ANCHOR
- ⊕ DENOTES ELECTRIC POWER POLE
- ⊕ DENOTES WATER CURB STOP
- ⊕ DENOTES OVERHEAD ELECTRIC
- ⊕ DENOTES GAS METER
- (M) DENOTES MEASURED DISTANCE
- (P) DENOTES PLATTED DISTANCE
- 999.99 DENOTES PROPOSED GRADE
- DENOTES PROPOSED CONCRETE SURFACE
- - - DENOTES PROPOSED SPLIT LINE

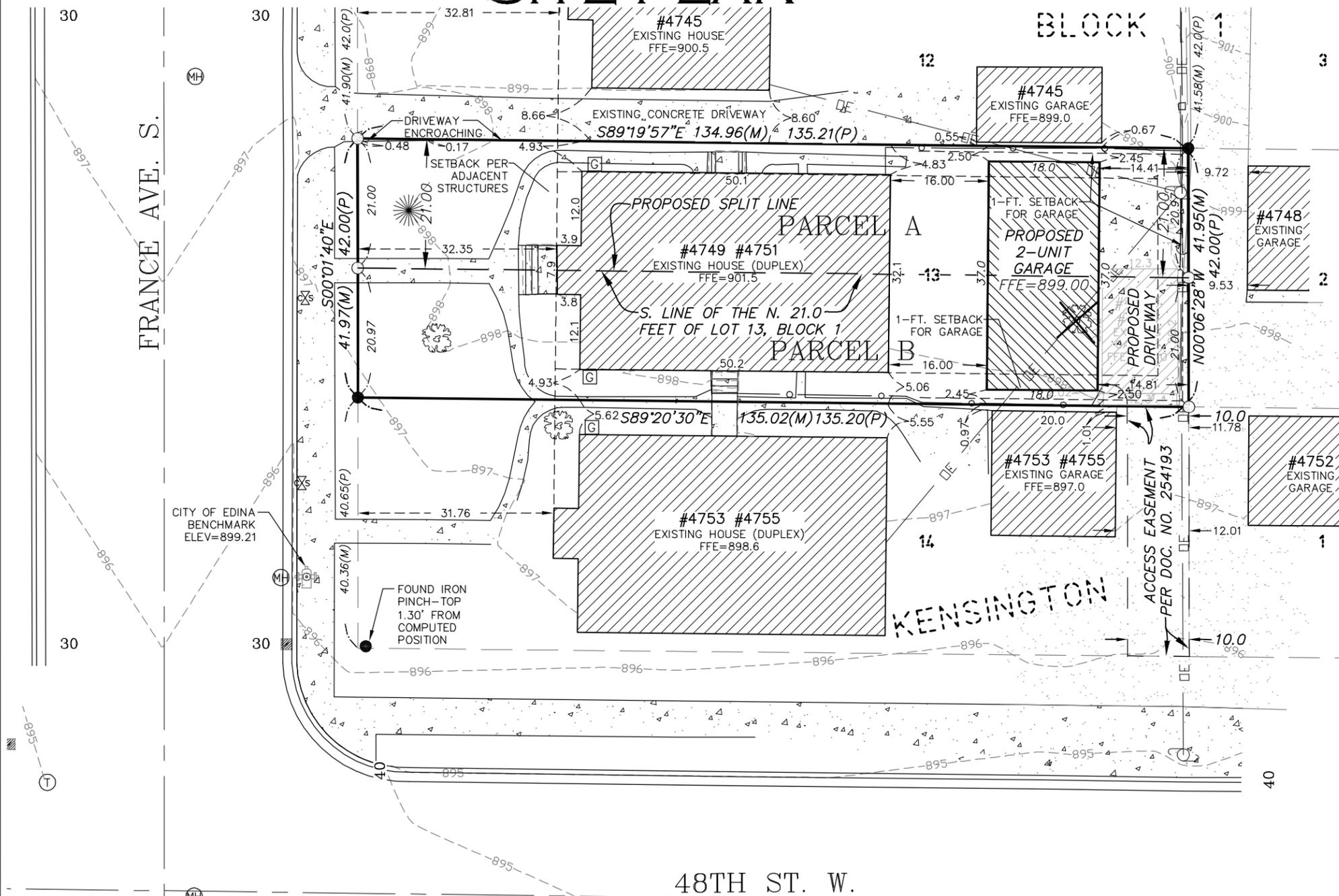
## EXISTING LEGAL DESCRIPTION

Lot 13, Block 1, KENSINGTON, according to the recorded plat thereof, Hennepin County, Minnesota.

## NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. THE ACCESS EASEMENT INFORMATION SHOWN WAS PROVIDED BY THE CLIENT. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
3. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
4. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.

NO.	DATE	DESCRIPTION	BY
1	9/22/14	REVISED BOUNDARY, HARDCOVER	BN



## BUILDING SETBACKS

ZONING: R2B = TWO-FAMILY DISTRICT  
 HOUSE: FRONT = 20 FT OR AVERAGE BETWEEN ADJACENT HOUSES, WHICHEVER IS GREATER  
 REAR/SIDE = 5 FT.  
 GARAGE: REAR/SIDE = 1 FT.

## HARDCOVER

EXISTING IMPERVIOUS SURFACE	2,386 SQ. FT.
TOTAL LOT AREA	5,664 SQ. FT.
EXISTING HARDCOVER	42.1%
PROPOSED IMPERVIOUS SURFACE	3,295 SQ. FT.
TOTAL LOT AREA	5,664 SQ. FT.
PROPOSED HARDCOVER	58.2%

## PROPOSED LEGAL DESCRIPTION

**PARCEL A:**  
 The North 21.00 feet of Lot 13, Block 1, KENSINGTON, according to the recorded plat thereof, Hennepin County, Minnesota.

**PARCEL B:**  
 That part of Lot 13, Block 1, KENSINGTON, lying south of the North 21.00 feet, according to the recorded plat thereof, Hennepin County, Minnesota.

**EDS** ENGINEERING DESIGN & SURVEYING  
 6480 Wayzata Blvd. Minneapolis, MN 55426  
 OFFICE: (763) 545-2800 FAX: (763) 545-2801  
 EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Vlad Sivriver*  
 VLADIMIR SIVRIVER L.S. NO. 25105 DATED: 2/18/15

JOB NAME: JEREMY RUPP  
 LOCATION: 4749 FRANCE AVE S MINNEAPOLIS, MN 55410

FIELD WORK DATE: 8/26/14  
 FIELD BOOK NO.: EDS-11

DRAWN BY: BN  
 CHECKED BY: VS

PROJECT NO.: 14-116  
 SHEET NO. 1 OF 1

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,  
AND SHARED MAINTENANCE**

This Declaration of Covenants, Conditions, Restrictions, Easements and Shared Maintenance (this "Declaration"), made this \_\_\_ day of \_\_\_\_\_, 2015, by Concord Universal LLC, a Minnesota limited liability company, ("**Declarant**").

**RECITALS**

WHEREAS, the Declarant is the owner of the real property located at \_\_\_\_\_ and \_\_\_\_\_ *[Insert new street address when available]* France Avenue South, Minneapolis, MN 55410 (formerly 4749 France Avenue South, Minneapolis, MN 55410) which is legally described as:

That part of Lot 13, Block 1, "Kensington" described as *[Insert new legal description when available]*; together with and easement for driveway purposes over the Easterly 10 feet of Lot 14 as shown in deed Document No. 254193; Hennepin County, Minnesota (Torrens Property) ("**Lot 1**")

and

That part of Lot 13, Block 1, "Kensington" described as *[Insert new legal description when available]*; together with and easement for driveway purposes over the Easterly 10 feet of Lot 14 as shown in deed Document No. 254193; Hennepin County, Minnesota (Torrens Property) ("**Lot 2**")

(collectively, Lot 1 and Lot 2 may be referred to herein as the "**Lots**" or the "**Property**");

WHEREAS, the Lots are adjoining and there is a residential twin home (the "**Twin Home**") erected on the Lots, which contains a shared wall (the "**Party Wall**") on the dividing line between the Lots;

WHEREAS, The Lots also share a common sewer line (the "**Sewer Line**");

WHEREAS, Declarant plans to sell Lot 1 and Lot 2 to separate owners (individually, an "**Owner**" or collectively, the "**Owners**") and wishes to provide for the shared maintenance of the Party Wall and Sewer Line and to: (i) ensure that the Property remains desirable, uniform and suitable in architectural design, (ii) provide for the use of the property for residential purpose only, (iii) prevent nuisances so as to prevent the impairment of the attractiveness of the Property and (iv) secure to the Owners the full benefit and enjoyment of such Owner's Lot with no greater restriction on the free and undisturbed use thereof than is necessary.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, uses and shared maintenance requirements set forth herein.

## TERMS, CONDITIONS, RESTRICTIONS AND EASEMENTS

1. Recitals. The above RECITALS are hereby incorporated as a material part of this Declaration with the same force and effect as if restated in full in this Paragraph.

2. Exterior Maintenance of the Twin Home. For the purpose of preserving the architectural character, quality, and uniform high standards for appearance of the Property, the Owners shall share equally in the costs to maintain the exterior of the Twin Home including painting, repair or replacement of roofs, trim, overhangs, gutters, downspouts, garages, garage doors (except hardware), exterior siding, privacy walls and other building surfaces. Such obligation shall exclude patios, decks, deck railings, entry doors, door hardware, air conditioning equipment, glass, and window frames. In the event of any dispute arising concerning the exterior maintenance of the Twin Home, each Owner shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either Owner refuses or fails to promptly appoint an arbitrator, the same may be appointed by any judge of the state district court for Hennepin County, Minnesota. Arbitration shall be in accordance with the rules of the American Arbitration Association. The cost of such arbitration shall be borne by the non-prevailing Owner.

3. Party Wall Easement. The Owners shall have a perpetual easement over, under, and across that part of the Lot of the other, on which the Party Wall is located, for maintenance, repair, and replacement of the Party Wall (the "Party Wall Easement").

4. Alteration. No Owner shall alter or change the Party Wall, except as to interior furnishing, and the Party Wall shall remain in the same location as exists as of the date of this Declaration.

5. Maintenance of Party Wall. The cost of reasonable repair and maintenance of the Party Wall shall be shared by the owners in equal portions. In the event of damage or destruction of the Party Wall from any cause, other than the negligence of an Owner thereto, the Owners shall at joint expense, repair or rebuild the Party Wall, and the Owners, their successors and assigns, shall have the right to the full use of the Party Wall so repaired or rebuilt. If an Owner's negligence shall cause damage to or destruction of the Party Wall, such negligent Owner shall bear the entire cost of repair or reconstruction. If an Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence, the Owner may have the Party Wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement cost.

6. Party Wall. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage, due to negligent or willful acts or omissions, shall apply.

7. Declaration of Sewer Line Easement. The Owners shall also have a perpetual easement for sanitary sewer line purposes over, under, and across the Lot of the other (the "**Sewer Line Easement**"). The Sewer Line Easement shall be confined to the portion of the Property described on Exhibit A, which is attached hereto and made a part hereof by this reference, (the "**Easement Area**"). Access over the part of the Easement Area located on the

other Owner's Lot is limited to installation, maintenance, and repair of the Sewer Line. The Owners may use the portion of the Easement Area located on their Lot for any use that is not inconsistent with the Sewer Line Easement. The Owners may upon mutual agreement alter the location of the Sewer Line, if such relocation is beneficial to the Property, and the cost to do so shall be shared equally among the Owners.

8. Sewer Line Maintenance. The Owners shall share equally in the cost of the maintenance of the Sewer Line. In the event of damage or destruction of the Sewer Line from any cause, other than the negligence of an Owner thereto, the Owners shall at joint expense, repair or rebuild the Sewer Line, and the Owners, their successors and assigns, shall have the right to the full use of the Sewer Line so repaired or rebuilt. If an Owner's negligence shall cause damage to or destruction of the Sewer Line, such negligent Owner shall bear the entire cost of repair or reconstruction. If an Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence, the Owner may have the Sewer Line repaired or restored and shall be entitled to have a mechanic's lien on the premises of the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement cost. Removal of trees, shrubs or other obstructions on the portion of the Easement Area located on another Owner's Lot shall be prohibited unless reasonably necessary to complete installation, maintenance and repair of the Sewer Line. Any disturbance of the existing conditions of the Lots or any improvement located thereon as a result of the easements created herein shall promptly be repaired.

9. Disruption of Service. Notwithstanding acts or events out of the control of the Owners, disruption in sewer service may only occur for a reasonable time where reasonably necessary to accomplish installation, maintenance, repair and/or, alteration of the location of the Sewer Line.

10. Use of the Sewer Line. The use, maintenance, repair, and replacement of the Sewer Line shall be performed in compliance with all applicable laws and related requirements of applicable governmental and regulatory authorities, including, but not limited to, environmental laws and regulations.

11. Separate Parcels. The Lots may be owned as separate parcels of real estate as long as the existing Twin Home exists. Thereafter the lots shall be (i) combined to make a single parcel of real estate, or (ii) otherwise enlarged to conform to the requirements of the then applicable subdivision regulations of the City of Minneapolis, Minnesota (the "**City**"), unless at such time the size of the Lots meets the then applicable subdivision regulations of the City.

12. Indemnification. The Owners covenant and agree by accepting a deed to a Lot that they shall indemnify, defend and hold the other Owner harmless from and against any and all claims, demands, suites, actions, fines penalties, levies, lies, executions, damages, or liabilities for damage, injury or death, and all expenses and cost incident thereto, including attorneys' fees and costs, caused by or in any manner arising out of: (i) the exercise by such Owner, its agents or contractors of any of the rights and privileges granted hereunder on the Lot of the other Owner, except to the extent caused by the willful misconduct or negligence of such other Owner; (ii) any failure of an Owner or its agents or contractors to satisfy, abide by, or comply with any of the terms and provisions of this Declaration; or (iii) the violation by an Owner or its agents or contractors of any applicable law, standard, regulation, ordinance or Permit requirement.

13. Release. Notwithstanding any of the provisions in this Declaration to the contrary, each party releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by the releasing party's casualty insurance, if such loss or damage shall have been caused by the failure or negligence of the other party, or anyone for whom such party may be responsible, but only if and to the extent such release does not invalidate, violate or cause an increased premium or other cost under the releasing party's casualty insurance policy.

14. Insurance. The Owners shall give written evidence to the other Owner, when requested, of general liability insurance coverage for events occurring on or about the Easements or related the exterior maintenance of the Twin Home as provided in Paragraph 2 hereof. Such coverage shall name the other Owner as a co-insured. If either Owner fails to give such evidence after reasonable notice, the other Owner may obtain such coverage at the expense of the defaulting Owner. Liability coverage shall be at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. All such insurance policies shall be written by companies duly qualified to do business in the State of Minnesota. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to the other Owner. The Owners may from time to time require that the policy limits of any or all such insurance policies be increased to reflect the effects of inflation and changes in normal commercial insurance practice.

15. Covenant to Rule with Land. This Declaration shall at all times be construed as a covenant running with the land. The Easements created herein shall run with the Property, shall be appurtenant to the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, representatives, successors and assigns, and shall inure to the benefit of each Owner of the Property.

16. Remedies. In the event an Owner breaches, defaults or otherwise fails to perform as required under this Declaration, in addition to the rights and remedies of set forth in this Declaration, the other Owner shall have the right to pursue any and all other remedies available at law and/or in equity, including, but not limited to injunctive relief, and Grantor shall have the right to recover reasonable legal fees and costs. Either Owner shall have the right to enforce, by any proceeding by law or in equity, against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. Failure by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter. If a suit is brought to enforce this Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

17. Notice. All notices shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other Owner at that Owner's last known address. If the Owner's address is not known to the Owner desiring to send a notice, the Owner sending the notice may use the address to which the other Owner's property tax bills are sent. Either Owner may change its address for notice by providing written notice to the other Owner.

18. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Minnesota.

19. Entire Declaration. This Declaration may not be changed except by a written document executed and acknowledged by all Owners and duly recorded in the office of the County Recorder in and for Hennepin County, Minnesota.

20. Headings. The headings used in this Declaration are used for convenience only and shall not affect the meaning or interpretation of this Declaration or any provision or paragraph thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date set forth above.

**CONCORD UNIVERSAL LLC,  
a Minnesota limited liability company**

\_\_\_\_\_  
Jeremy Rupp  
Its: Chief Manager

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by Jeremy Rupp, the Chief Manager of Concord Universal LLC, a Minnesota limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public







