



# APPLICATION FOR APPEAL

RECEIVED Saint Paul City Clerk

MAY 27 2011 310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, Minnesota 55102

CITY CLERK Telephone: (651) 266-8560

### The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number pd.)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed

### YOUR HEARING Date and Time:

Tuesday, 6-14-11

Time 1:30

### Location of Hearing:

Room 330 City Hall/Courthouse

*mailed 5-27-11*

## Address Being Appealed:

Number & Street: 1272 Marshall Ave City: St. Paul State: MN Zip: 55104

Appellant/Applicant: Aleda Fenwick & Pleasant Valley LP Email: Aleda@pleasantvalleyic.com

Phone Numbers: Business 319 337 3118 Residence 319 337 9026 Cell 319 430 4278

Signature: Aleda Fenwick, partner Date: 5/25/2011

Name of Owner (if other than Appellant): Anna Asatryan

Address (if not Appellant's): \_\_\_\_\_

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell \_\_\_\_\_

## What Is Being appealed and why?

Attachments Are Acceptable

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List
- Fire C of O: Only Egress Windows
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other
- Other
- Other

FIRE INSPECTION CORRECTION NOTICE (5/17/2011)

# Pleasant Valley

Garden Center \* Greenhouses \* Flower Shoppe \* Golf Course  
1301 South Gilbert Street Iowa City, Iowa 52240-4509

5/25/2011

Attn: Jani  
St. Paul City Clerk  
310 City Hall  
St. Paul, Minn 55102

Re: 1272 Marshall Ave Fire Inspection Correction Notice

Good Morning!

I spoke with you this afternoon about a correction notice written by Fire Inspector, Rick Gavin of St. Paul on May 17, 2011.

As I indicated, we are in Iowa and request first and foremost an extension of the re-inspection that is being called for to mid to late August 2011. We have many reasons to ask for this extension. They are:

- 1) We have our daughters living in this house as they study at Concordia University. The property is owned by my husband and me, and Pleasant Valley LP & INC. Pleasant Valley LP is comprised of many family partners, of whom Missie and Katie Feuerbach (our college sophomore daughters) are included, and Pleasant Valley INC is a corporation, of which Missie and Katie are stockholders. We would than consider this unit "owner-occupied" and therefore not subject to some, if not all of the deficiencies listed. *I have attached several documents showing the legal framework of our businesses, how they are owners/stockholders and the most recent sheet showing Missie and Katie's stock holdings as proof of ownership. EXHIBIT A*
- 2) If you agree to the above premise, than the rest of the paperwork I have sent is a moot point... but just in case.... Item 4 discusses the bedroom windows not having the right height and width in the bedrooms... that is correct, but the square footage of each window is more than the required minimum... We would say that egress in or out is very possible thru any of the existing windows, and to change one, means changing them all at a substantial expense. This kind of project would take a substantial amount of time, and not make a deadline of June 15<sup>th</sup>. *I have attached pictures of the house, it's location in St. Paul, some inside photos to show window units that are in good shape, not falling apart and big enough to let a fireman in or a college coed out if in need. EXHIBIT B (deficiency #4)*
- 3) The smoke detectors are in place, just need the batteries re-installed. We had hoped to get the Carbon monoxide detectors in, but the girls got busy with finals, softball and college life and neglected to see the urgency. They understand now. The smoke detectors can be corrected immediately, with the Carbon monoxide following close behind. *(deficiency #5, 7 & 8)*

When we purchased the house last summer, we had extensive electric work done, re-enforced the garage roof, put in new front and back doors, and inspection of the boiler heat – all done by professionals. We also did many project ourselves... like fixing the dryer vent *(deficiency #1)* in the basement, putting in more shelves, painting all rooms in the first and second floor, installing a new stove, fixing/replacing leaky faucets, etc.

We are capable of doing|being our own fix-it/handyman. Do we need to provide a certificate for our years of experience but no college degree to comply? Again, if we are considered owner occupied, this should already be answered; otherwise, we will want to be on site when these inspections are re-done and paperwork prepared. We will be in St. Paul in mid-summer and hope to have all of these issues settled/fixed/painted and repaired by the time school starts & the girls move back in August, 2011. (deficiency #2 & 3)

Your staff of Rick Gavin and Jani in the Clerks' office were very helpful in telling us what you needed to complete this appeal. We hope we have answered all of the questions, and that we can move forward with our plans.

Thank you for your consideration. We await your response in these matters.

Sincerely,



Aleda Kroeze Feuerbach  
General Manager, Pleasant Valley LP & INC

Enclosures/Exhibits/Pictures attached

319-337-3118 \* fax 319-337-4942 \* e-mail [aleda@pleasantvalleyic.com](mailto:aleda@pleasantvalleyic.com)



CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989  
Facsimile: 651-266-8951  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

May 17, 2011

PLEASANT VALLEY LP  
5 Princeton Ct  
Iowa City IA 52245-3630

**FIRE INSPECTION CORRECTION NOTICE**

RE: 1272 MARSHALL AVE  
Residential Class: C

Dear Property Representative:

Your building was inspected on May 16, 2011 for the renewal of your Fire Certificate of Occupancy. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date. A re-inspection will be made on June 15, 2011 at 10:00 AM.

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional re-inspection fees.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

DEFICIENCY LIST

1. Basement - UMC 504.6 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter. **This work requires a permit(s). Call DSI at (651) 266-8989.**
2. Garage facing the alley - SPLC 71.01 - The address posted is not visible from street. (HN-1)- Provide reflective numbers or background or illuminate at night.
3. Garage trim - SPLC 34.08 (5), 34.31 (3) - Repair, replace and maintain all exterior surfaces on fences, sheds, garages and other accessory structures free from holes and deterioration. Provide and maintain exterior unprotected surfaces painted or protected from the elements.-Scrape and remove chipped and peeling paint. Repaint in a professional manner.



4. Sleeping rooms - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. The minimum size must be 5 square feet of glazed area with a minimum of 24 inches of openable height and 20 inches of openable width. With a finished sill height not more than 48 inches. This work may require permit(s). Call DSI at (651)- 266-9090. Refer to the Escape Windows for Residential Occupancies handout for more information.-  
 South  
 18.5 h x 25 w Glazed 5.7 sq ft  
 West  
 20 h x 23 w Glazed 6.6 sq ft  
 Northwest  
 23 h x 27.5 w Glazed 7.8 sq ft  
 Northeast  
 21 h x 27 w Glazed 7.8 sq ft
5. Sleeping rooms - MN Stat. 299F.362 - Immediately provide and maintain a smoke detector located outside each sleeping area.-Smoke detector in second floor hallway has been disabled. Provide approved detectors within 24 hours of initial inspection.
6. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
7. SPLC 39.02(c) - Complete and sign the provided smoke detector affidavit and return it to this office.
8. MN State Statute 299F.50 Immediately provide and maintain an approved Carbon Monoxide Alarm in a location within ten (10) feet of each sleeping area. Installation shall be in accordance with manufacturers instructions.-Provide approved detectors within 24 hours of initial inspection.

For an explanation or information on some of the violations contained in this report, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8688) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [rick.gavin@ci.stpaul.mn.us](mailto:rick.gavin@ci.stpaul.mn.us) or call me at 651-266-8994.  
 Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Rick Gavin  
 Fire Inspector

*Elm St/2011  
 home be in  
 till 5/24/11  
 www.  
 StPaul.gov  
 Search - Appeals*

*JAN 11  
 ATTN: J  
 Take pics  
 + charging  
 \$ 25*

# EXHIBIT A

Aleda

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**From:** Dell A. Richard <dell@darichardlaw.com>  
**Sent:** Monday, June 07, 2010 10:49 AM  
**To:** Aleda Feuerbach  
**Subject:** PVLP  
**Attachments:** Certificate of LP.pdf; Fourth Amendment to LPC.pdf; Articles of Amend Changing Name.pdf; PVI 2009 Minutes.pdf

Aleda:

Attached are the following:

- \* Original 1992 Cert of LP showing PVONI as GP.
- \* Fourth Amendment (the most recent one from 1996) to LP reaffirming 1992 CLP.
- \* 1996 Name change for PVONI to PVI.
- \* 2009 PVI minutes electing you as Pres & Sec.

That should be a whole lot more than your escrow company needs to know, but gives you the sequence of information needed to tie 1992 CLP to 2010 PVI.

Anything you sign should be as follows:

Pleasant Valley, L.P., an Iowa limited partnership  
By: Pleasant Valley, Inc, an Iowa corporation, its general partner  
By: Aleda Kroeze Feuerbach, president and secretary

Let me know if you need more.

**DAR**

*My address is:*

Dell A. Richard Law Office  
1150 5th Street, Suite 280  
Coralville, IA 52241  
Ph 319-354-9592  
Fax 319-354-7957  
[dell@darichardlaw.com](mailto:dell@darichardlaw.com)

The office is located in City Center Square, at the corner of 5th Street and 12th Avenue, above West Bank.

"In the heart of Coralville's new financial district"

For more information, go to: [www.dellarichard.com](http://www.dellarichard.com)

*This electronic message transmission contains information from the Dell A. Richard Law Office that is intended only for the use of the individual or entity named above and may contain information that is confidential, subject to attorney-client privilege, subject to the attorney work product doctrine and/or exempt from disclosure under applicable law. This e-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18*

Pleasant Valley LP and Pleasant Valley Inc.  
2010

Shareholder	Cert #	Year	Shares	Percent	Value
Pleasant Valley, Inc.					
2010				**Per Share Value:	\$928.00
Antonia H. Kroeze	93	2010	1219	38.67%	\$1,131,230.00
Antonia H. Kroeze	38	2000	1	0.03%	\$928.00
Aleda Feuerbach	8	1988	400	12.69%	
Aleda Feuerbach	9	1989	80	2.54%	
Aleda Feuerbach	12	1990	80	2.54%	
Aleda Feuerbach	11	1991	68	2.16%	
Aleda Feuerbach	1	1997	8	1.52%	
Aleda Feuerbach	2	1998	36	1.14%	
Aleda Feuerbach	33	1999	36	1.14%	
Aleda Feuerbach	39	2000	36	1.14%	
Aleda Feuerbach	44	2001	16	0.50%	
Aleda Feuerbach	49	2002	17	0.54%	
Aleda Feuerbach	54	2003	15	0.48%	
Aleda Feuerbach	59	2004	15	0.48%	
Aleda Feuerbach	64	2005	30	0.95%	
Aleda Feuerbach	69	2006	30	0.95%	
Aleda Feuerbach	74	2007	13	0.41%	
Aleda Feuerbach	80	2008	13	0.41%	
Aleda Feuerbach	84	2009	14	0.44%	
Aleda Feuerbach	89	2010	14	0.44%	
<b>Aleda total</b>			<b>933</b>	<b>29.60%</b>	<b>\$865,820.00</b>
Jessica Feuerbach	19	1997	48	1.52%	
Jessica Feuerbach	28	1998	36	1.14%	
Jessica Feuerbach	34	1999	36	1.14%	
Jessica Feuerbach	40	2000	36	1.14%	
Jessica Feuerbach	45	2001	16	0.50%	
Jessica Feuerbach	50	2002	17	0.54%	
Jessica Feuerbach	55	2003	15	0.48%	
Jessica Feuerbach	60	2004	15	0.48%	
Jessica Feuerbach	65	2005	30	0.95%	
Jessica Feuerbach	70	2006	30	0.95%	
Jessica Feuerbach	75	2007	13	0.41%	
Jessica Feuerbach	81	2008	13	0.41%	
Jessica Feuerbach	85	2009	14	0.44%	
Jessica Feuerbach	90	2010	14	0.44%	
Katherine Feuerbach	20	1997	48	1.52%	
Katherine Feuerbach	29	1998	36	1.14%	
Katherine Feuerbach	35	1999	36	1.14%	
Katherine Feuerbach	41	2000	36	1.14%	
Katherine Feuerbach	46	2001	16	0.50%	
Katherine Feuerbach	51	2002	17	0.54%	
Katherine Feuerbach	56	2003	15	0.48%	
Katherine Feuerbach	61	2004	15	0.48%	
Katherine Feuerbach	66	2005	30	0.95%	
Katherine Feuerbach	71	2006	30	0.95%	
Katherine Feuerbach	76	2007	13	0.41%	
Katherine Feuerbach	82	2008	13	0.41%	
Katherine Feuerbach	86	2009	14	0.44%	
Katherine Feuerbach	91	2010	14	0.44%	
Melissa Feuerbach	21	1997	48	1.52%	
Melissa Feuerbach	30	1998	36	1.14%	
Melissa Feuerbach	36	1999	36	1.14%	
Melissa Feuerbach	42	2000	36	1.14%	
Melissa Feuerbach	47	2001	16	0.50%	
Melissa Feuerbach	52	2002	17	0.54%	
Melissa Feuerbach	57	2003	15	0.48%	
Melissa Feuerbach	62	2004	15	0.48%	
Melissa Feuerbach	67	2005	30	0.95%	
Melissa Feuerbach	72	2006	30	0.95%	
Melissa Feuerbach	77	2007	13	0.41%	
Melissa Feuerbach	83	2008	13	0.41%	
Melissa Feuerbach	87	2009	14	0.44%	
Melissa Feuerbach	92	2010	14	0.44%	
<b>Children total</b>			<b>999</b>	<b>31.69%</b>	<b>\$927,072.00</b>
Treasury Shares			0	0.00%	\$0.00
820			3152	100.00%	\$2,925,050.00

32526

RECEIVED

83322AHEN SOS \$50.00 02199213406.VA

#1

ARTICLES OF AMENDMENT  
OF

FEB 19 1 1992  
SECRET

PLEASANT VALLEY ORCHARDS & NURSERY, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to section 1006 of the Iowa Business Corporation Act, the undersigned corporation adopts the following amendment to the corporation's Articles of Incorporation.

1. The name of the corporation is Pleasant Valley Orchards & Nursery, Inc.
2. Insert amendment:

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on January 15, 1992 in the manner prescribed by the Iowa Code.

RESOLVED to delete paragraph 1 of the Articles of Incorporation and substitute the following:

1. The name of the corporation is Pleasant Valley, Inc."
3. The number of shares outstanding was 4,000 and 4,000 voted or it.
4. The amendment was approved by the shareholders. The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting is as follows:

Designation of Group	Shares Outstanding	Votes Entitled to be Cast on Amendment	Votes Represented at Meeting	Votes For
Common	4,000	4,000	4,000	4,000

Dated this 15th day of January, 1992.

PLEASANT VALLEY, INC.

ELAINE BAXTER  
Secretary of State  
FILED  
Date: 2-19-1992  
Time: 13:01  
Receipt: 61044255

*Arie Q. Kroeze*  
\_\_\_\_\_  
ARIE Q. KROEZE, President

*Aleda Kroeze Feuerbach*  
\_\_\_\_\_  
ALEDA KROEZE FEUERBACH, Secretary

11

# IOWA

No. W00110878  
Date: 06/11/1996

## SECRETARY OF STATE

490 DP-000032526  
PLEASANT VALLEY, INC.

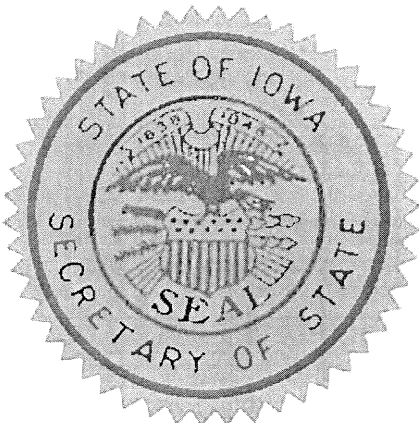
### ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Amendment

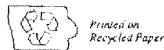
The document was filed on June 6, 1996, at 02:14 PM, to be effective as of June 6, 1996, at 02:14 PM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in cursive script that reads "Paul D. Pate".

SECRETARY OF STATE



155069

*M*

FOURTH AMENDMENT  
 TO  
 AMENDED AND SUBSTITUTED  
 CERTIFICATE OF LIMITED PARTNERSHIP  
 of  
**PLEASANT VALLEY L. P.**  
 An Iowa Limited Partnership

We, the undersigned Partners, namely, Pleasant Valley, Inc., an Iowa Corporation (hereafter "PVI") as General Partner (hereafter "the General Partner"), Arie Q. Kroeze, Antonia H. Kroeze, Aleda Kroeze Feuerbach (individually), Richard J. Kroeze (individually), Aleda Kroeze Feuerbach (as custodian for Jessica M. Feuerbach, Katherine J. Feuerbach and Melissa A. Feuerbach under the Uniform Transfers to Minors Act) and Richard J. Kroeze (as custodian for Chelsea Loren Kroeze, Ryan Joseph Kroeze and Matthew James Kroeze under the Uniform Transfers to Minors Act) as Limited Partners, hereafter (the "Limited Partners"), and said General Partner and the Limited Partners are collectively referred to as the "Partners", having formed a Limited Partnership pursuant to the laws of the State of Iowa (hereafter this State), and in accordance with the provisions of Section 545.201 of the 1993 Code of Iowa do hereby certify and state:

1. The name of the Partnership is **PLEASANT VALLEY L. P.**
2. Each Partner has contributed the cash and property to capital of the Partnership in the amounts set out beside that Partner's name on the attached **Exhibit A**, which by this reference is incorporated herein.
3. All provisions of the Amended and Substituted Certificate of Limited Partnership filed February 19, 1992, are hereby ratified and re-affirmed, except as expressly modified herein.
4. By execution of this Fourth Amendment to Amended and Substituted Certificate of Limited Partnership, Aleda Kroeze Feuerbach, individually and as custodian, and Richard J. Kroeze, individually and as custodian, certify, pursuant to the terms of the Partnership Agreement, that they are joining in and shall be bound by the Partnership Agreement as if they had originally signed same as Initial Limited Partners. All signatories to this Third Amendment to Amended and Substituted Certificate consent to the transfer of and waive any rights they have to acquire any of the Units transferred from Arie Q. Kroeze and Antonia H. Kroeze to Aleda

000815

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FILED IN...

Kroeze Feuerbach (individually), Richard J. Kroeze (individually), Aleda Kroeze Feuerbach (as UTMA custodian for Jessica M. Feuerbach, Katherine J. Feuerbach and Melissa A. Feuerbach) and Richard J. Kroeze (as UTMA custodian for Chelsea Loren Kroeze, Ryan Joseph Kroeze and Matthew James Kroeze) in February, 1996.

IN WITNESS WHEREOF, the Partners have executed or caused this Third Amendment to Amended and Substituted Certificate of Limited Partnership to be executed this 1st day of February, 1996.

PLEASANT VALLEY, INC.

By: *Arie Q. Kroeze*  
Arie Q. Kroeze, President

*Arie Q. Kroeze*  
Arie Q. Kroeze

By: *Aleda Kroeze Feuerbach*  
Aleda Kroeze Feuerbach,  
Secretary

*Antonia H. Kroeze*  
Antonia H. Kroeze

*Aleda Kroeze Feuerbach*  
Aleda Kroeze Feuerbach

*Richard J. Kroeze*  
Richard J. Kroeze

*Aleda Kroeze Feuerbach*  
Aleda Kroeze Feuerbach, as UTMA custodian  
for Jessica M. Feuerbach, Katherine J. Feuerbach and  
Melissa A. Feuerbach

*Richard J. Kroeze*  
Richard J. Kroeze, as UTMA custodian for  
Chelsea Loren Kroeze, Ryan Joseph Kroeze and  
Matthew James Kroeze

GENERAL PARTNER

LIMITED PARTNERS

40<sup>00</sup> pd

15506-9

1/10/12

#3

CERTIFICATE OF LIMITED PARTNERSHIP  
of

PLEASANT VALLEY L. P.  
An Iowa Limited Partnership

We, the undersigned Partners, namely, Pleasant Valley Orchard & Nursery, Inc., an Iowa Corporation (hereafter "PVON") as General Partner (hereafter "the General Partner", Arie Q. Kroeze, and Antonia Kroeze, husband and wife, as Initial Limited Partners, hereafter (the "Limited Partners"), and said General Partner and the Limited Partners are collectively referred to as the "Partners", having formed a Limited Partnership pursuant to the laws of the State of Iowa (hereafter this State), and in accordance with the provisions of Section 545.201 of the 1991 Code of Iowa do hereby certify and state:

1. The name of the Partnership is **PLEASANT VALLEY L. P.**
2. The character of the business is, as a Limited Partnership, for profit, to own, lease and operate or otherwise deal with a business engaged in various activities in connection with landscape, nursery, garden center and related services, as well as operation of a golf course and miscellaneous real estate and other business activities. In furtherance of such purposes, the Partnership is authorized, subject to the other provisions of the Partnership Agreement to do such other acts and things and to exercise such powers as are authorized or permitted under the laws of the State of Iowa which are not contrary to the provisions of the Partnership Agreement.
3. The principal place of business of the Partnership shall be 1301 S. Gilbert, Iowa City, Iowa, 52240, or at such other place as the General Partner may from time to time determine. The Partnership shall maintain a registered office in this State which address shall be 150 E. Court Street, Suite 101, P.O. Box 987, Iowa City, Iowa, 52244. The agent for service of process for the Partnership shall be Dell A. Richard whose address shall be 150 E. Court, Suite 101, P.O. Box 987, Iowa City, Iowa, 52244, or at such other place as the General Partner may from time to time determine.
4. The names and places of residence of the members of the Partnership, both General Partners and Limited Partners, are set forth as follows:

General Partner:

Pleasant Valley Orchards & Nursery, Inc, 1301 S. Gilbert, Iowa City, Iowa, 52240, or at such other place as the General Partner may from time to time determine.

Limited Partners:

Arie Q. Kroeze and Antonia Kroeze, husband and wife, 4274 Nursery Lane S.E., Iowa City, IA 52240

010902

000372

2011/1315 44

1315 44  
15506-9

(8)



5. Each Partner has contributed the cash and property to capital of the Partnership as is set out beside that Partner's name on the attached **Exhibit A**, which by this reference is incorporated herein. Because the Partners' books are not closed until December 31, 1991, adjustments in **Exhibit A** will need to be made by filing an amended Certificate, which shall be done as soon as practical after January 1, 1992.

6. None of the Limited Partners has agreed to make any additional contributions to the Partnership.

7. The right of a Limited Partner to substitute an assignee as contributor in that Partner's place, and a summary of the terms and conditions of the substitution are set forth as follows:

(1) Except as expressly provided below, no Limited Partner shall have the right to sell, assign, hypothecate, or otherwise transfer such Partner's Unit(s) of Partnership interest.

(2) Subject to the provisions of **subparagraphs (3), (5), (6) and (7) below**, during the life of a Partner, the Partner may transfer Partnership Units by gift, either in trust or outright, to or for the benefit of the Partner, the Partner's spouse and/or any descendants, including stepchildren and any descendant whose relationship to the Partner is created by birth, adoption, or marriage. Thereafter, the transferee shall become a Partner with all the Units, rights and duties previously held by the transferor, upon said transferee's written acceptance of an agreement to be bound by the terms of the Partnership Agreement.

(3) No Limited Partner shall have the right to sell, transfer, or assign the Partner's Unit(s) to a minor or other person under legal disability, except through a legally recognized custodian, trustee, or other fiduciary.

(4) If any Limited Partner wishes to sell that Partner's Unit(s) other than as provided in **paragraph 7(2)** above, the Partner shall first deliver to each of the Partners a bona fide written offer setting forth the name and address of the proposed purchaser(s) and the purchase price and terms of the proposed sale. Each of the Limited Partners shall have an option, exercisable by delivery of written notice within thirty (30) days after receipt of such written offer, to purchase that Limited Partner's proportionate share of the offered Unit(s) at the price and upon the terms set forth in such written offer. If such option is exercised, the Limited Partner(s) shall be entitled to purchase the Unit(s) and shall conclude the purchase within forty five (45) days thereafter.

If any Units remain unsold after each Partner has been given the opportunity to purchase that Partner's proportional Units, any Partner shall have an additional period of ten (10) days from the earlier of the date the last Partner gives written notice of rejection of the offer or the date of expiration of the thirty (30) day exclusive purchase period, to purchase the remaining Units of the disposing Partner. If the requests for Units exceed the number of Units left to be disposed of, each Partner seeking to buy additional Units shall be permitted to purchase Units in the proportion that the Partner's offer bears to the total number of Units being sought by the Partners, such that all remaining Units will be equitably divided among those seeking to purchase them.

If any Units remain unsold after each Partner has been given the opportunity to purchase the Units, the General Partner and the Partnership shall have an additional period of ten (10) days from the earlier of the date the last Partner gives written notice of rejection of the offer or the date of expiration of the thirty (30) and ten (10) day exclusive purchase periods, to purchase the remaining Units of the disposing Partner at the same price and under the same terms, conditions and procedures as afforded the Limited Partners.

If neither the Limited Partners nor the General Partner nor the Partnership exercise their options, the Limited Partner desiring to sell, may sell the offered Unit(s) to the proposed purchaser(s) named in such written offer at the price and upon the terms set forth therein, subject to the written consent of the General Partner. The right of refusal of the General Partner shall not be unreasonably withheld if the Limited Partner desiring to sell furnishes the General Partner with an opinion of counsel that the transfer will not: (a) terminate the Partnership, or (b) affect the tax status of the Partnership. However, if the Limited Partner desiring to sell, after obtaining consent of the General Partner, fails to then conclude the sale within six (6) months of expiration of the option provided to the General Partner, the partner may not sell the offered Unit(s) without again complying with the foregoing procedure.

(5) A purchaser, transferee, or assignee of the Unit(s) of a Limited Partner, in accordance with the foregoing provisions, shall not be admitted as a substitute Limited Partner unless such purchaser, transferee or assignee is admitted into the Partnership, as of January 1, April 1, July 1, or October 1 of any year of the Partnership, and provided that said new Partner agrees to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted as such Partner to be bound by all the covenants, terms, and conditions of this Agreement as the same may have been amended. Said new Partner shall receive a capital interest and interest in the profits and losses of the Partnership in

an amount to be determined by the General Partner at the time of said admission. Valuation of said interests shall be determined as of the end of the Fiscal Quarter immediately preceding the above described admission date.

Upon completion or satisfaction of the foregoing conditions, the Partnership Agreement shall be deemed amended. An appropriate instrument shall then be filed for record in accordance with the provisions of the Act and such person shall thereupon become a substitute Limited Partner.

(6) Notwithstanding any other of the above provisions, no Limited Partner shall have the right to sell, assign, hypothecate, or otherwise transfer any Unit if: (a) except as allowed in **paragraph 7(2)** above, as a result of such transfer, more than ten percent (10%) of the Units will have been transferred during the twelve-month period ending on the date of such proposed transfer; or (b) in the opinion of counsel for the Partnership, such transfer would result in the closing of the Partnership taxable year with respect to all Partners, in the termination of the Partnership within the meaning of Section 708(b) of the Internal Revenue Code, in the termination of its status as a Partnership under the Internal Revenue Code, in the impairment of its ability to take advantage of accelerated depreciation under the Federal income tax laws, or in the violation of any applicable Federal or State securities law.

(7) Notwithstanding any other of the above provisions, no Limited Partner shall have the right to sell, assign, hypothecate, or otherwise transfer any Unit without the Limited Partner first obtaining an opinion of counsel that such transfer will not violate any applicable Federal or state securities statutes, rules, or regulations, including, but not limited to, the Securities Act of 1933.

(8) The General Partner may, but shall not be obligated to, acquire any number of Units(s) from any Limited Partner or from the Partnership. If with respect to such Unit(s) the General partner becomes a substitute Limited Partner within the meaning of the Act, such General Partner shall, with respect to such Unit(s) enjoy all rights and be subject to all of the obligations and duties of a Limited Partner.

8. No Limited Partner shall have the right to withdraw from the Partnership or reduce that Partner's contribution to the capital of the Partnership without the written consent of the General Partner. The contribution of each Limited Partner is to be returned:

(a) As a part of distributions of Cash Flow of the Partnership, which distributions shall be made in such amounts and at such times as

the General Partner may determine, which distributions shall be made to the Partners and their assignees or successors in proportion to the Units of Partnership interest owned by them.

(b) As a distribution in connection with the winding up and liquidation of the Partnership upon dissolution, which distributions shall equal the net credit balance of the Partner's capital and income accounts.

9. The share of profits or the other compensation by way of income which each Limited Partner shall receive by reason of that Partner's contribution shall be determined by the Partnership profit or Partnership loss for each fiscal year which shall be allocated among the Partners on the basis of their respective Participating Percentage as of such date.

10. No partner shall be entitled to a return of that Partner's contribution to capital as such, but the Partners (General Partner and Limited Partners) shall be entitled to distributions of the Cash Flow of the Partnership. Distributions of net cash flow, if any, shall be made to the holders of Units on the basis of their respective Participating Percentage and their adjusted capital accounts in such amounts and at such times as the General Partner may determine. All distributions to the General Partner other than that based on the General Partner's holdings of Units, shall be made pursuant to the written agreement between the General Partner and the Limited Partnership.

11. The Partnership shall commence as of January 1, 1992, and shall continue indefinitely until terminated by the parties unless sooner dissolved upon the occurrence of any one or more of the following events, whereupon the Partnership shall be dissolved and terminated:

(a) The General Partner, with the consent of a majority in interest of the Limited Partners, determine that it is no longer profitable or desirable to continue the business of the Partnership;

(b) All of the Limited Partners, representing one hundred percent (100%) of the total interests of the Limited Partners, either by a writing or at a meeting called for the purpose, determine that the Partnership should be dissolved;

(c) The occurrence of any event which makes it unlawful for the Partnership business to be continued, unless such event can be and is remedied within a reasonable period of time not to exceed six months after notice thereof;

(d) Distribution, sale or abandonment of all or substantially all of the properties and assets of the Partnership other than in the ordinary course of business;

(e) The Partnership is dissolved by judicial decree or operation of law;

(f) The bankruptcy or liquidation of a General Partner, unless a substitute General Partner has been or will be substituted as provided in the Partnership Agreement.

12. If the General Partner withdraws or is removed in accordance with the Agreement, and the Limited Partners wish to continue the Partnership, a substitute General Partner shall be elected by the Limited Partners. Such election shall be accomplished in the following manner: Any one or more of the Limited Partners shall, promptly after the election to continue the business of the Partnership as provided in **Article XI** of the Partnership Agreement, nominate a person for election as a substitute General Partner. Such nominee shall not become a General Partner unless by the written consent the Limited Partners owing one hundred percent (100%) of the Units of partnership interest consent thereto in writing. In the event that such nominee is not elected, any one or more of the Limited Partners shall, as soon as practicable thereafter, nominate another substitute General Partner and shall continue to do so until a substitute General Partner is elected or the Partnership is dissolved.

13. No Limited Partner shall have any priority over any other Limited Partner as to contribution or as to compensation by way of income.

IN WITNESS WHEREOF, the Partners have executed or caused this Certificate of Limited Partnership to be executed this 30th day of December, 1991.

PLEASANT VALLEY ORCHARD & NURSERY, INC.

BY: Arie Q. Kroeze, Arie Q. Kroeze, President      Arie Q. Kroeze, Arie Q. Kroeze

BY: Aleda Kroeze Feuerbach, Aleda Kroeze Feuerbach, Secretary      Antonia Kroeze, Antonia Kroeze

GENERAL PARTNER

INITIAL LIMITED PARTNERS

STATE OF IOWA )  
JOHNSON COUNTY ) ss:

On this 30th day of December, 1991, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Arie Q. Kroeze and Aleda Kroeze Feuerbach, to me personally known, who being by me duly sworn did say that they are the president and secretary respectively, of said corporation executing the within and foregoing instrument; (that no seal has been procured by the corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that Arie Q. Kroeze and Aleda Kroeze Feuerbach as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa

NOTARIAL SEAL

STATE OF IOWA )  
JOHNSON COUNTY ) ss:

On this 30th day of December \_\_\_\_\_, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Arie Q. Kroeze and Antonia Kroeze, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]  
Notary Public in and for the State of Iowa

NOTARIAL SEAL

dd\pleasant.lpc

NOTARIAL SEAL

**Pleasant Valley, Inc**

**Minutes Of  
Joint  
Annual Meeting  
Of Shareholders  
And  
Directors**

Held: December 30, 2009

Pursuant to the Bylaws of Pleasant Valley, Inc, the joint annual meeting of the Shareholders and Directors of said Corporation was held at the Corporation's office, 1301 South Gilbert Street, Iowa City, Iowa 52240, on December 30, 2009. All of the Directors of the Corporation were present in person at the meeting. All of the Shareholders of the Corporation were present in person at the meeting and represented the number of shares of stock set opposite their names:

Antonia H. Kroeze	1332 shares
Aleda Kroeze Feuerbach	933 shares
Aleda Kroeze Feuerbach as UTMA Custodian for Jessica M. Feuerbach	305 shares
Aleda Kroeze Feuerbach as UTMA Custodian for Katherine J. Feuerbach	305 shares
Aleda Kroeze Feuerbach as UTMA Custodian for Melissa A. Feuerbach	305 shares

Upon the consent and approval of the Shareholders and Directors, Aleda Kroeze Feuerbach was chosen to serve as Chairman of the meeting and Aleda Kroeze Feuerbach was chosen to serve as Secretary of the meeting.

The Chairman called for the nomination of Officers. Thereupon, the following persons were nominated for Officers of the Corporation, to serve for the term provided in the Bylaws:

President	Aleda Kroeze Feuerbach
Vice President	Antonia H. Kroeze
Secretary	Aleda Kroeze Feuerbach
Treasurer	Antonia H. Kroeze

There being no further nominations, nominations were closed and the Shareholders and Directors proceeded to vote on the nominees. All Shareholders and Directors present having voted and the vote having been counted, the Chairman announced the aforesaid nominees had been duly elected to the office set before their respective names by the affirmative vote of all the Shareholders and Directors of the Corporation present at the meeting, to serve for the term provided in the Bylaws for their respective offices.

The Chairman called for the nomination of Directors. Thereupon, the following persons were nominated for Directors of the Corporation, to serve for the term provided in the Bylaws:

Aleda Kroeze Feuerbach  
Antonia H. Kroeze

There being no further nominations, nominations were closed and the Shareholders and Directors proceeded to vote on the nominees. All Shareholders and Directors present having voted and the vote having been counted, the Chairman announced the aforesaid nominees had been duly elected as Directors of the Corporation by the affirmative vote of all the Shareholders and Directors of the Corporation present at the meeting, to serve for the term provided in the Bylaws.

The Chairman reported the Antonia H. Kroeze intended to make gifts of Corporate Shares to Aleda Kroeze Feuerbach and her children in 2009. After discussion, it was determined that the corporation would waive any rights it has to acquire the transferred Shares and the following resolution, after being duly moved and seconded was unanimously adopted:

RESOLVED that the corporation hereby waives its rights to acquire the Corporate Shares of Antonia H. Kroeze proposed to be transferred to Aleda Kroeze Feuerbach, Jessica M. Feuerbach, Katherine J. Feuerbach, and Melissa A. Feuerbach, and hereby consents to said transfers.

The business of the Corporation was then reviewed. Upon motion duly made, seconded, and unanimously adopted, all of the prior acts, conduct, and transactions of the Officers of the Corporation were approved, ratified, and confirmed.

There being no further business to come before the meeting, upon the consent and approval of the Shareholders and Directors, the meeting was duly adjourned.



\_\_\_\_\_  
Aleda Kroeze Feuerbach, Secretary

APPROVED:



\_\_\_\_\_  
Aleda Kroeze Feuerbach, Chairman



**WARRANTY DEED**

Individual(s) to Individual(s)

DEED TAX DUE: \$ 1053.65

Date: July 7, 2010

FOR VALUABLE CONSIDERATION, Lynn E. Reed and Laura B. Reed, husband and wife, Grantor(s), hereby conveys and warrants to Aleda K. Feuerbach and Kerry Feuerbach, Grantees, as joint tenants, an undivided one half interest and Pleasant Valley LP, an Iowa Limited Partnership, a Partnership under the laws of Iowa, Grantee(s), an undivided one half interest, real property in Ramsey County, Minnesota, described as follows:

The East 18 feet of Lot 14 and the West 1/2 of Lot 13, Block 3, Anna E. Ramsey's Addition to the City of St. Paul, except Marshall Avenue, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Ramsey County, Minnesota.

PIN: 03.28.23.12.0013

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Covenants, conditions, restrictions and easements of record, if any

check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

\_\_\_\_\_  
Lynn E. Reed

*Lynn E. Reed*  
\_\_\_\_\_  
Laura B. Reed

*Laura B. Reed*  
\_\_\_\_\_

STATE OF Missouri }  
COUNTY OF Jackson } ss.

The instrument was acknowledged before me on 7-7-10, by Lynn E. Reed and Laura B. Reed, husband and wife.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):  
DAYNA L. KELLY  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires 2-16-14  
Commission # 10936044

*Dayna L. Kelly*  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Aleda K. Feuerbach and Kerry Feuerbach and  
Pleasant Valley LP

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
Century Title, Inc.  
6600 France Avenue South, Suite 640  
Edina, Minnesota 55435  
File No.: 75514

118-M - Partnership

STATE OF Iowa )

)

) ss.

**Affidavit Regarding Partnership**

COUNTY OF Johnson )

Aleda K. Feuerbach being first duly sworn, on oath say(s) that:

1. She is President of Pleasant Valley, LP, a limited partnership, the partnership named as Grantee in the document dated 12/15/2010 and filed for record \_\_\_\_\_ as Document No. \_\_\_\_\_ in the Office of the County Recorder / Registrar of Titles of Ramsey County, Minnesota.

The East 18 feet of Lot 14 and the West 1/2 of Lot 13, Block 3, Anna E. Ramsey's Addition to the City of St. Paul, except Marshall Avenue, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Ramsey County, Minnesota.

2. Said partnership's principal place of business is at 1301 South Gilbert, Iowa City, IA 52240
3. There have been no:
  - a. Bankruptcy proceedings involving said partnership or partners thereof, or dissolution proceedings involving said partnership, during the time said partnership has had any interest in the premises described in the above document ("Premises");
  - b. Unsatisfied judgments of record against said partnership nor any actions pending in any courts, which affect the Premises;
  - c. Tax liens filed against said partnership; except as herein stated:
4. Any bankruptcy or dissolution proceedings of record against partnerships or persons with the same or similar names, during the time period in which the above named partnership had any interest in the Premises, are not against the above named partnership or the partners thereof.
5. Any judgments or tax liens or record against partnerships with the same or similar names are not against the above named partnership.
6. There has been no labor or materials furnished to the Premises for which payment has not been made.
7. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the Premises except as stated herein:
8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:
9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge.

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the Premises.

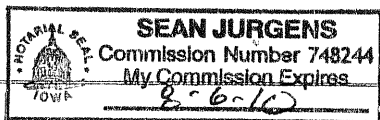
By: \_\_\_\_\_

Aleda K. Feuerbach, President

Subscribed and sworn to before me  
this 9 day of May, 2010.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

\_\_\_\_\_  
NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Optimum Closing Services, Inc.  
6600 France Avenue, Suite 640  
Edina, Minnesota 55435  
File No.: 75514

No delinquent taxes and transfer entered; Certificate of Real Estate Value  
( ) Filed ( ) Not required  
Certificate of Real Estate Value No. \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
County Auditor  
by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE HEREON: \$653.65

Date: June 15, 2010

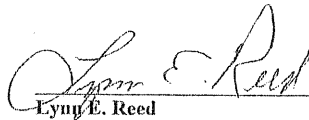
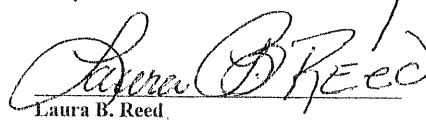
FOR VALUABLE CONSIDERATION, Lynn E. Reed and Laura B. Reed, husband and wife, Grantor(s), hereby convey(s) and warrant(s) to Aleda K. Feuerbach and Kerry Feuerbach and Pleasant Valley LP, Grantee(s), real property in Ramsey County, Minnesota, described as follows:  
\*as Joint Tenants

The East 18 feet of Lot 14 and the West 1/2 of Lot 13, Block 3, Anna E. Ramsey's Addition to the City of St. Paul, except Marshall Avenue, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Ramsey County, Minnesota.

The Seller certifies that the seller does not know of any wells on the described real property.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:  
Reservations, Declarations, Covenants, Restrictions, and Easements of record, if any.

Affix Deed Tax Stamp here

  
Lynn E. Reed  
  
Laura B. Reed

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF Jackson                   )

This instrument was acknowledged before me on this 12<sup>th</sup> day of June, 2010, by Lynn E. Reed and Laura B. Reed, husband and wife.

Notarial Stamp Or Seal (Or Other Title Or Rank)        
Signature Of Notary Public Or Other Official

DAYNA L. KELLY  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires 2-11-14  
Commission # 10936044

Check here if part or all of the land is Registered (Torrens)       Commission # 10936044

THIS INSTRUMENT WAS DRAFTED BY  
(NAME AND ADDRESS)  
Old Republic National  
Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401  
File: RE901698

Tax Statements For The Real Property Described In This Instrument Should Be Sent To (Include Name and Address):  
  
Aleda K. Feuerbach and Kerry Feuerbach,  
Pleasant Valley LP, an Iowa Limited Partnership  
1272 Marshall Avenue  
St. Paul, MN 55104

NE Bedroom  
(1 of 2 windows)

NW Bedroom  
(1 of 2 windows)

West  
Bedroom  
(1 of 2 windows)



1272  
Marshall Ave  
Facing North

# EXHIBIT B

NE Bedroom  
inside view  
of 1st window opening.

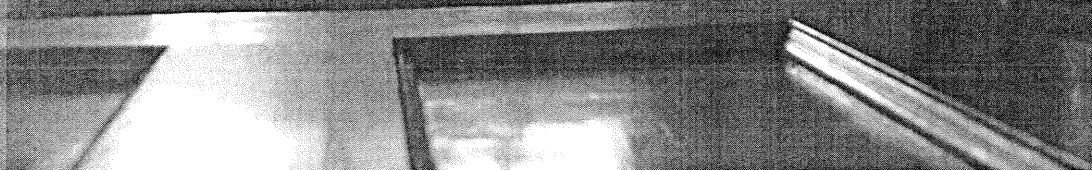
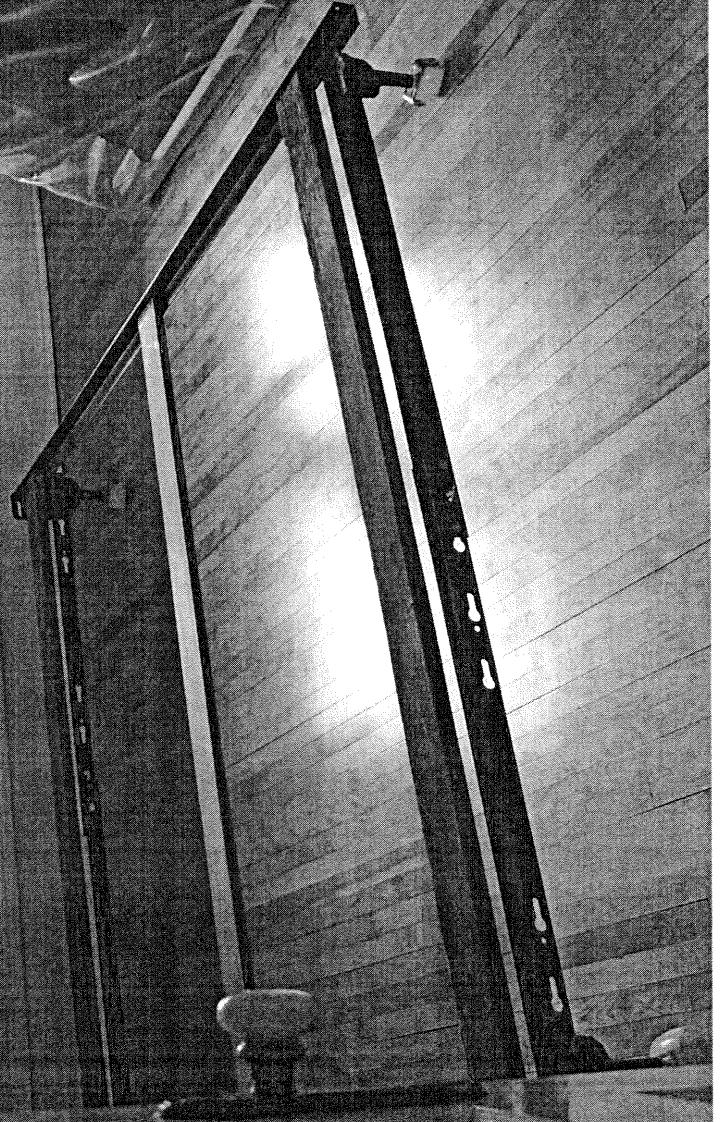
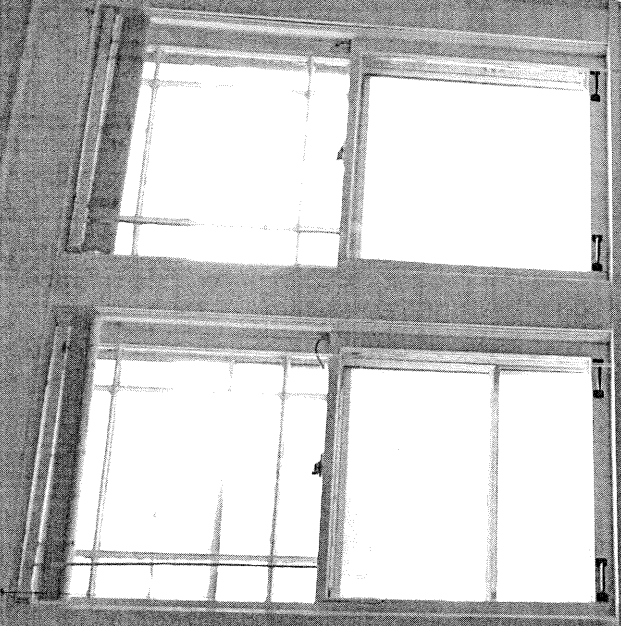
1712  
Marshall Ave





NN Bedroom  
inside view

272 Marshall Ave



1275  
Pawnee

Garage with vinyl siding  
+ porch on N side

TD strike  
w/ address  
facing alley

