



## MINOR SUBDIVISIONS – LOT SPLITS FOR TWO-FAMILY DWELLING UNITS

A lot upon which a two-family dwelling exists or is to be constructed, may be split along the party wall to allow for individual ownership of each unit. The newly created lots shall be in compliance with the minimum lot width, depth, and area requirements of the zoning code.

According to Sec. 21-13, all the following conditions must be met before a lot split may be approved:

1. The property and structure must be able to be easily split into two (2) substantially equal sections.
2. The structure must meet current building code standards for firewall separation. This shall also apply to existing structures. Contact the Building Official for requirements (See Process and Contacts for Land Use Applications Handout).
3. Separate utility services must be provided. Plans must be submitted showing the proposed utility services meet code requirements. Contact the City Engineer for plan specifications (See Process and Contacts for Land Use Applications Handout).
4. Deed restrictions must be submitted to the City with the minor subdivision application and then be recorded to maintain uniform exterior appearance and to ensure if one unit is destroyed it shall be reconstructed in uniform appearance. An example is provided (See Attachment A). An attorney may help you prepare this document.
5. Any disputes shall be submitted to binding arbitration according to the rules of the Minnesota Arbitration Associations.
6. Any other conditions shall be imposed that the city deems necessary to assure compatibility with surrounding structures or to assure a reasonable division of property.

### Supplemental Submittal Materials

The following materials must be submitted with your application in order to be considered complete. A complete application must be made at least 30 days prior to the Planning Commission meeting for which you wish to be heard. If you have any questions or concerns regarding the necessary materials please contact the City Planner.

*AP – Applicant check list, CTY – City check list*

AP	CTY	MATERIALS
<input type="checkbox"/>	<input type="checkbox"/>	Sketch plan must show the property and structure are easily split into two (2) substantially equal sections
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Firewall Separation
<input type="checkbox"/>	<input type="checkbox"/>	Separate Utility Service Plan
<input type="checkbox"/>	<input type="checkbox"/>	Deed Restrictions

**Attachment A: Example of Declaration of Restrictive Covenant**

This Declaration is made by **(INSERT NAME)** and **(INSERT NAME)**, husband and wife and **(INSERT NAME)**, a single person, ("Declarants").

WITNESSETH:

WHEREAS, the Declarants are the fee owners of:

**(INSERT EXISTING LEGAL DESCRIPTION)**

(the "Property"); and

WHEREAS, the Declarants have requested from the City of Oakdale (the "City") approval of a lot split of an existing two-family dwelling unit pursuant to the Chapter 21, Section 21-24 of the City Code; and

WHEREAS, upon approval by City, the Declarants' Property will be described as two parcels with the following legal descriptions:

Parcel "A"

**(INSERT NEW LEGAL DESCRIPTION)**

Parcel "B"

**(INSERT NEW LEGAL DESCRIPTION)**

WHEREAS, the City requires restrictive covenants to be recorded with the Washington County recorder on Parcel A and Parcel B pursuant to Section 21-24 of the City Code; and

WHEREAS, the Declarants agree that the following restrictive covenants be placed on Parcel A and Parcel B:

1. The structure shall have a uniform exterior appearance in terms of color, design and maintenance.
2. If one of the units is burned or destroyed, it shall be reconstructed in a uniform appearance with the other unit.
3. If both units are burned or destroyed, the minimum lot widths shall then prevail for a single-dwelling home.
4. A double dwelling may be rebuilt as long as it meets the original conditions in Section 21 of the City Code.

NOW, THEREFORE, the Declarants declare that Parcel A and Parcel B are and shall be held, transferred, sold, conveyed, and occupied subject to the above stated conditions, which covenants and restrictions shall run with the land, and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof in the future.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**(INSERT NAME)**

\_\_\_\_\_  
**(INSERT NAME)**

