

**RESIDENTIAL LEASE AGREEMENT**

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1. Date \_\_\_\_\_  
2. Page 1 of \_\_\_\_\_

3. Lease Agreement (Lease), dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining to the lease of the property  
4. located at Street Address: 4506 Cobalt Drive  
5. \_\_\_\_\_ City of Woodbury,  
6. County of Washington, State of Minnesota (Premises), by and between  
7. (list all Tenants) \_\_\_\_\_

8. \_\_\_\_\_ (Tenant)  
9. and Equity Trust Co., Custodian FBO Richard Leyh IRA 70% Undivided Interest AND Equity Trust Co., Custodian FBO Deborah Leyh IRA 30% Undivided Interest. (Owner). The

10. Premises include(s) a  **garage**  **storage unit**  **parking stall** identified as garage/unit/stall number \_\_\_\_\_ .  
------(Check all that apply.)-----

11. 1. **TERMS OF LEASE:** The following provisions and definitions apply to this Lease. They are modified and supplemented  
12. by the remaining terms of this Lease.

13. (a) **Term:** The term means (check only one):  
14.  the period of \_\_\_\_\_ months commencing \_\_\_\_\_  
15. and terminating \_\_\_\_\_ .  
16.  month-to-month lease commencing \_\_\_\_\_ .

17. (b) **Rent:** The rent is \$ 2,650 per month.

18. (c) **Utilities** (see Paragraph 6):  
19.  Paid by  **Tenant**  **Owner**.  
------(Check one.)-----  
20.  Paid in part by each with Tenant to pay for All gas, electric, cable, phone, yard care  
21. and Owner to pay for Water, sewer, association dues, property taxes .

22. (d) **Security Deposit:** The security deposit is \$ 2,650 .

23. (e) **Late Fee:** The late fee is \$ 100 (not to exceed eight percent  
24. (8%) of the overdue rent amount).

25. (f) **Pets** (see Paragraph 14):  
26.  Pets are not allowed.  
27.  Pets are allowed and Tenant may have \_\_\_\_\_ cats and \_\_\_\_\_ dogs in the Premises and no pet  
28. may weigh more than \_\_\_\_\_ pounds. Tenant shall be allowed to have \_\_\_\_\_  
29. in the Premises.

30. (g) **Occupants:** The occupants of the Premises are \_\_\_\_\_  
31. \_\_\_\_\_  
32. \_\_\_\_\_ .



RESIDENTIAL LEASE AGREEMENT

34. Premises located at 4506 Cobalt Drive, Woodbury, MN 55129

35. (h) **Common Interest Community (CIC):** The Premises  ARE  ARE NOT part of a CIC.  
------(Check one.)-----

36. (i) **Notices:** Addresses for Notices:

37.	If to Owner:	If to Tenant:
38.	<u>Richard Leyh</u>	_____
39.	<u>10365 Otchipwe Ave N</u>	<u>4506 Cobalt Drive</u>
40.	<u>Stillwater, MN 55082</u>	<u>Woodbury, MN 55129</u>
41.	<u>612-280-1228</u>	_____
	(Phone)	(Phone)

42. (j) **Lead-Based Paint:** The Premises  WERE  WERE NOT built before 1978. If "were" is checked,  
------(Check one.)-----

43. Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 27. \_\_\_\_\_  
(Tenant's initials.)

44. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided herein, ~~or~~  
45. ~~unless extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant~~  
46. ~~fail to agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original~~  
47. ~~term.~~

48. 3. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(g) may reside in the Premises, unless otherwise  
49. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code  
50. and/or local building code.

51. 4. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a  
52. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,  
53. commercial, business or other non-residential purposes.

54. 5. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by  
55. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered  
56. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent  
57. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the  
58. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted  
59. by Owner. Rent for any partial month during the term of this Lease shall be prorated.

60. 6. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(c), then Tenant shall pay all utilities directly to the  
61. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable and  
62. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including  
63. late charges or fees imposed by the service provider.

64. If the "Paid in part by each" box is checked in Paragraph 1(c), then Tenant shall pay directly to the service provider  
65. the utilities noted in Paragraph 1(c) to be paid for by Tenant and shall be responsible to Owner for any utilities  
66. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall  
67. pay directly to the service provider the utilities noted in Paragraph 1(c) to be paid for by Owner. Tenant is responsible  
68. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add utilities  
69. may occur without Owner consent in writing. Any utilities not specified to be paid by Owner shall be paid by Tenant.

70. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon  
71. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.

## RESIDENTIAL LEASE AGREEMENT

72. Page 3 Date \_\_\_\_\_

73. Premises located at 4506 Cobalt Drive, Woodbury, MN 55129 .

74. 7. **COMMON INTEREST COMMUNITY:** If the Premises are part of a CIC as noted in Paragraph 1(h), then the  
75. Premises are subject to the declaration, bylaws, rules and regulations and other governing documents of the CIC (the  
76. Governing Documents). Copies of the current Governing Documents have been provided to Tenant and Tenant  
77. acknowledges receipt of the Governing Documents. Tenant shall comply with the Governing Documents, including  
78. any modifications which may be made from time to time by the CIC. Tenant acknowledges that the CIC may have  
79. a right to evict Tenant for failure to comply with the terms of the Governing Documents.

80. 8. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay  
81. a late fee in the amount stated in Paragraph 1(e) to compensate Owner for the time, expense and administrative  
82. burdens resulting from such late payment. In the event the amount in Paragraph 1(e) exceeds eight percent (8%)  
83. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply  
84. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned  
85. check fee in the amount of \$40 as additional rent for each unpaid check which is returned by the Tenant's bank.

86. 9. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth  
87. in Paragraph 1(d). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.  
88. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota  
89. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the  
90. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by  
91. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.

92. 10. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs or expenses (including but not limited  
93. to problems with or damage to plumbing, electrical and appliances) caused by Tenant's willful or negligent conduct,  
94. or the conduct of any occupant, guest or person under Tenant's or any occupant's direction or control. Tenant  
95. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other  
96. services provided by Owner. The Premises may not be modified, altered, improved or repaired without prior  
97. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall  
98. covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark  
99. that cannot be remedied without expense to the Owner.

100. 11. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the  
101. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner  
102. shall make a reasonable effort to give reasonable notice to Tenant before entering the Premises, except in the case  
103. of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written  
104. confirmation to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the  
105. emergency entry.

106. 12. **COVENANTS OF OWNER:** Owner covenants and promises that:

107. (i) the Premises are fit for residential use as a single family dwelling;

108. (ii) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is  
109. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or  
110. control;

111. (iii) Owner shall keep the Premises up to applicable federal, state and local codes, except where a code violation  
112. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction  
113. or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify  
114. Owner in writing of any necessary repairs before engaging in such repair.

## RESIDENTIAL LEASE AGREEMENT

115. Page 4 Date \_\_\_\_\_

116. Premises located at 4506 Cobalt Drive, Woodbury, MN 55129.

117. **13. COVENANTS OF TENANT:** Tenant covenants and promises that:

- 118. (i) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
- 119. (ii) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as
- 120. are identified in Paragraph 10) without the prior written consent of Owner;
- 121. (iii) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
- 122. appliances);
- 123. (iv) Tenant will maintain the Premises in a clean and habitable condition;
- 124. (v) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow
- 125. any occupant or guest to do so;
- 126. (vi) Tenant will not store hazardous or flammable substances on the Premises;
- 127. (vii) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner
- 128. which would cause cancellation, restriction or increase in premiums for Owner's insurance, or such use
- 129. as which would constitute a violation of applicable code or ordinance;
- 130. (viii) Tenant shall not have water beds or any water-filled furniture in the Premises;
- 131. (ix) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
- 132. (x) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
- 133. Premises.

134. **14. PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(f), Tenant shall not have animals or pets of any  
135. kind in the Premises. If the "Pets are allowed" box is checked in Paragraph 1(f), Tenant may have in the Premises  
136. the pets noted in Paragraph 1(f).

137. **15. VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,  
138. or any motor home, camper, trailer, boat or other recreational vehicle on or around the Premises. Neither Tenant  
139. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice  
140. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove  
141. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

142. **16. LOCKS:** Tenant may not add or change any locks on the Premises. At Tenant's request, Owner shall change or  
143. re-key the locks at Tenant's expense. Tenant shall pay a \$150 fee for Owner to re-key the Premises, in the event  
144. a key is lost or missing.

145. **17. TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.  
146. Tenant may not assign or sell this Lease without Owner's prior written consent.

147. **18. DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless  
148. such damage is caused by Owner's willful or grossly negligent conduct.

149. **19. HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this  
150. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant  
151. holding over without a written Lease extension, all provisions herein shall remain applicable except that the term of  
152. the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is required by  
153. Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month, and must  
154. be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be given on  
155. or before the preceding June 30th).

156. **20. MOVING OUT:** Tenant and occupants shall move out not later than 11:59 p.m. on the last day of the Lease term,  
157. or any extension thereof. Tenant must leave the Premises in the same condition as it was as of the date of  
158. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of  
159. Tenant and occupants, including trash, from the Premises (including any storage unit, garage or parking space).  
160. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage  
161. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming  
162. the garage opener.

# RESIDENTIAL LEASE AGREEMENT

163. Page 5 Date \_\_\_\_\_

164. Premises located at 4506 Cobalt Drive, Woodbury, MN 55129.

165. 21. **DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this  
166. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,  
167. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or  
168. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of  
169. rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination  
170. has been agreed by Owner and Tenant or by a court of competent jurisdiction.

171. 22. **BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and  
172. may pursue all remedies available by law, including but not limited to the following:  
173. (i) bring an eviction action immediately to remove Tenant and occupant from the Premises; or  
174. (ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to  
175. Owner and if Tenant fails to do so, Owner may bring an eviction action; or  
176. (iii) terminate this Lease upon five (5) days written notice to Tenant. Owner's acceptance of rent or additional  
177. rent during the time Tenant continues to occupy the Premises shall not be construed as a waiver of Owner's  
178. right to evict Tenant. Tenant's obligation to pay rent shall continue after Tenant's eviction from the Premises,  
179. through the expiration of the Lease term.

180. 23. **ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any  
181. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's  
182. right to exercise some other remedy or as an election of remedies.

183. 24. **MISCELLANEOUS:**  
184. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably  
185. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents  
186. as may be requested by a mortgagee.  
187. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.  
188. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral  
189. representations have been made. This Lease may not be modified except by written agreement of the  
190. parties.

191. 25. **NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted hereunder,  
192. shall be in writing and shall be considered to have been duly given if personally delivered or if sent by first class  
193. mail, postage prepaid, to the other party at the address set forth in paragraph 1(i), or to such other address as  
194. such party may hereafter designate by notice to the other party. Notice given to one Tenant shall be considered  
195. given to all Tenants.

196. 26. **PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:  
197. (i) unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;  
198. (ii) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the  
199. Premises or in the common area and curtilage of the Premises;  
200. (iii) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67 or  
201. 624.713, on the Premises or in the common area and curtilage of the Premises; or  
202. (iv) allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage  
203. of the Premises.

204. Owner and Tenant further agree that neither they nor any person under their control will use the common area  
205. and curtilage of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or  
206. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant  
207. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the  
208. Premises, common area or curtilage, unless the Owner or Tenant knew or had reason to know of that activity.

209. The following notice is required by MN Statute 504B.305:

210. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,  
211. Subd. 3, constitutes unlawful detention by Tenant.

**RESIDENTIAL LEASE AGREEMENT**

212. Page 6 Date \_\_\_\_\_

213. Premises located at 4506 Cobalt Drive, Woodbury, MN 55129 .

214. 27. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(j) that the Premises were built before 1978,  
215. then the Minnesota Association of REALTORS® Addendum to Lease Agreement Disclosure of Information on  
216. Lead-Based Paint and Lead-Based Paint Hazards is attached to this Lease and is made a part of this Lease.

217. 28. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.

218. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of  
219. page one (1).

220. 29. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related  
221. to this transaction constitute valid, binding signatures.

222. 30. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

223. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

224. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

225. \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

226. \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

227. **THIS MINNESOTA ASSOCIATION OF REALTORS® RESIDENTIAL LEASE AGREEMENT IS NOT**  
228. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND**  
229. **TENANT MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO**  
230. **ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
231. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
232. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY’S RIGHTS.**

**ADDENDUM TO RESIDENTIAL  
LEASE AGREEMENT**

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1. Date \_\_\_\_\_

2. Page \_\_\_\_\_

3. Addendum to Residential Lease Agreement between parties, dated \_\_\_\_\_, pertaining  
4. to the lease of the property at 4506 Cobalt Drive, Woodbury, MN 55129

5. \_\_\_\_\_  
6. In the event of a conflict between this Addendum and any other provision of the ~~Residential Lease Agreement~~, the language in this Addendum shall govern.

7. Tenant acknowledges that if, in the sole judgement of the Landlord, premises smell like smoke, the security deposit  
8. referenced in this lease shall be forfeited to the landlord to cover the costs of re-painting.

9. Tenant acknowledges that if, for any reason, tenant vacates the property between November 1 and April 1  
10. of any year this lease is in force, the security deposit referenced in this lease shall be forfeited to Landlord.

11. Notwithstanding due notice being given by either party as outline elsewhere in this lease, this lease shall, upon it's  
12. expiration, be automatically converted to month-to-month lease.

13. If the "Pets are allowed" box is checked in paragraph 1(f), then it is agreed that if, in the sole judgement of the  
14. Landlord, the pet has become a nuisance (including, but not limited to excessive barking, failure to promptly clean up after pet, etc.), Landlord may terminate this lease at any time by giving tenant 30 day's written notice of such termination.

15. Tenant agrees to use power strips rather than extension cords during their occupancy of the rental unit.

16. Landlord hereby advises tenant to purchase Renter's insurance, as the Landlord's insurance policy does not cover  
17. tenant's personal items.

18. The notice period for terminating this agreement is 60 days. Notice must be given by the terminating party on or  
19. before the first of the month from which 60 days is counted. If the terminating party fails to give a full 60 days' notice to the other party, this lease shall be extended to accommodate the required  
20. 60-day notice, and all terms therein shall remain in full force and of full effect.

21. For the purposes of notice and legal service regarding enforcement of the terms of this lease, notice and/or legal  
22. service by Landlord to any one of the Tenants shall be considered as notice and/or legal service having been given to all Tenants.

23. Each Tenant is individually responsible for all of the financial obligations of this lease including, but not limited to,  
24. the monthly rent payment.

25. Tenant hereby agrees to pay rent as follows: One payment to "ETC FBO Richard Leyh, IRA" in the amount of  
26. \$1,855.00, and a second payment to "ETC FBO Deborah Leyh, IRA" in the amount of \$768.00. Such payment may be made electronically or by check.

27. This home is a new construction home. As such, Tenant agrees to reasonably accommodate workers to facilitate  
28. the completion of post-closing punch-list items. Further, Tenant acknowledges that property may not immediately have either a driveway, a lawn, or both, and understands that Landlord has no control over the builder's schedule to  
29. install these. Tenant therefore accepts this limitation as a natural consequence of leasing a new constructon home.

30. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

31. \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Date)

32. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANTS AND OWNERS.**  
33. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

## **FIRE-FREE HOUSING LEASE ADDENDUM**

**In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:**

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall NOT:
  - a. Leave food on the stove unattended or store anything on the stovetop,
  - b. Leave candles or incense burning in a room that the resident/guest is not in,
  - c. Burn candles near other items that can burn,
  - d. Store or use propane, gasoline, kerosene, or diesel in the dwelling unit,
  - e. Cook on the balcony, where present,
  - f. Smoke (cigarettes, cigars, pipe, etc.) inside the dwelling unit,
  - g. Render smoke alarms inoperable. Doing so is also a misdemeanor offense.
2. Resident, any members of the resident's household or a guest or other person under the resident's control shall:
  - a. Dispose of smoking materials outside in a metal or glass container
  - b. Keep front and back doors free of obstacles for easy access in case of an emergency
  - c. Keep bedroom windows free of obstacles for easy access in case of an emergency
3. This lease DOES NOT include any provision for indoor or outdoor grilling of any kind. If Tenant wishes to use a gas grill, charcoal grill, fire pit, hibachi, or other fire-based cooking device, Tenant agrees to provide a means for the proper disposal of the hot coals associated with the use of these devices, and further indemnifies Landlord from any and all liability which may result from their use.

**It is understood and agreed that a single violation which causes a fire shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.**

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY**

3. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
4. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Address of Rental including Unit Number: \_\_\_\_\_

\_\_\_\_\_  
(Management Company)

\_\_\_\_\_  
(Resident)

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

\_\_\_\_\_  
(Resident)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Date Signed: \_\_\_\_\_

**Resident(s) acknowledge receipt of this addendum by signature of this document.**



October 15, 2018

**TO:** Saint Paul Multi-Unit Housing Owners and Managers  
**FROM:** Ramsey County Elections  
**SUBJECT:** VOTER REGISTRATION INFORMATION FOR RENTERS

Earlier this year, the Saint Paul city council enacted Ordinance 18-42, which requires owners of multi-unit housing to provide voter registration information to new tenants. This ordinance becomes effective on October 22, 2018.

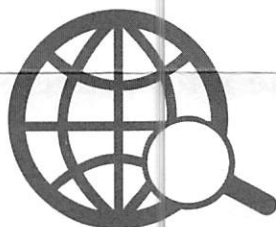
Enclosed is a voter registration pamphlet containing the information you will need to pass on to your new tenants at the time that they sign a lease or if there is no lease, at the point in time they first occupy the residential unit.

Failure to comply with this requirement is a petty misdemeanor.

If you have any questions about voter registration or would like more voter registration materials, please feel free to contact our office at [elections@co.ramsey.mn.us](mailto:elections@co.ramsey.mn.us) or at 651-266-2171.

# Registering to Vote in Saint Paul

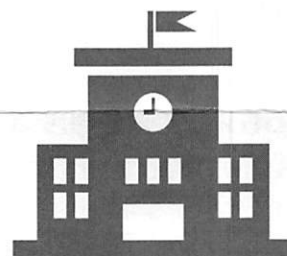
The City of Saint Paul requires your landlord to provide information on registering to vote. The choice to register and vote is yours. If you would like to register from your new address, see the options below.



Register online.  
Complete an online  
application at  
[mnvotes.org](http://mnvotes.org).



Register on paper.  
See applications in many  
languages at [mnvotes.org](http://mnvotes.org).  
Print and mail to:  
Ramsey County Elections  
PO Box 64098  
Saint Paul, MN 55164



Register in person.  
Register at your polling  
place on Election Day.  
See information on the  
documents you will need  
to bring on the reverse  
side of this sheet.

## *You are eligible to vote in Minnesota if:*

- ✓ you are at least 18 years old on or before election day.
- ✓ you are a U.S. citizen.
- ✓ you have resided in Minnesota for at least 20 days.
- ✓ you are not currently serving a felony sentence or felony probation/parole.
- ✓ you are not currently under legal guardianship with your right to vote revoked.

***The deadline for registering before Election Day is October 16th.***

**To register on Election Day, you will need to provide proof. See reverse for options.**

# Choose *one* of the following options to register on Election Day.

## **ID with current name and address**

- › Valid Minnesota driver's license, learner's permit, or MN ID; or a receipt for any of these.
- › Tribal ID with name, address, photo, and signature.

**OR**

## **Photo ID PLUS a document with your current name and address**

### *Approved photo IDs*

- › Driver's license, state ID or learner's permit issued by any state
- › U.S. Passport, U.S. Military or Veteran ID
- › Tribal ID with name, signature and photo
- › Minnesota university, college or technical college ID
- › Minnesota high school ID

### *Approved documents*

- › Bill, account or start-of-service statement due or dated within 30 days of the election for: phone, TV, or internet; solid waste, sewer, electric, gas or water; banking or credit card;
- › rent or mortgage; residential lease or rent agreement valid through Election Day
- › Current student fee statement

**OR**

## **Have none of the above? One of the following options could work.**

- › Registered voter in your precinct who can confirm your address.
- › College Student ID WITH housing list that has been certified to Ramsey County by your college.
- › Valid previous registration in the same precinct, at a different address or with a different name.
- › Notice of late registration sent to you by Ramsey County.
- › Staff person of a residential facility in which you live, such as a shelter.

Visit [rcelections.org](http://rcelections.org) or call **651-266-2171** for more information on registration and voting.

## ***Exhibit A***

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(Above Space Reserved for Recording Data)

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COPPER RIDGE EXPRESS HOMES**

**THIS DECLARATION** is made this 8<sup>th</sup> day of January, 2018 by the undersigned, being the owner of the land located in Washington County, Minnesota, legally described on Exhibit A attached hereto (the “**Property**”).

The Property is hereby subjected to the following conditions, restrictions, reservations, and covenants:

1. **Definitions:** For the purposes of brevity and clarity, the following words shall have meanings as follows:

- a. “***Additional Property***” shall mean certain real property located in Washington County legally described on Exhibit B.
- b. “***Articles***” means the Association’s Articles of Incorporation.
- c. “***Association***” means the Copper Ridge Express Homeowners’ Association, a nonprofit corporation created pursuant to Chapter 317A of the laws of the State of Minnesota, whose members consist of all Owners as defined herein.
- d. “***Board***” means the Board of Directors of the Association.
- e. “***Boulevard***” means land that is owned by the City, County, and/or the State and is located between the curb and the nearest boundary of any Lot.

- f. “**City**” means the City of Woodbury, Minnesota, and shall include all of its ordinances and rules that have been adopted for its governance.
  - g. “**Common Elements**” means any entrance features, the Community mailboxes and all other areas managed by the Association for the common benefit of the Owners, including, but not limited to, the real property located in Washington County and legally described Exhibit C as the same may be amended from time to time by the Declarant.
  - h. “**Common Expenses**” means all expenditures made or liabilities incurred by or on behalf of the Association that are incidental to its operation.
  - i. “**Community**” means Copper Ridge Express Homes, the residential community located on the Property.
  - j. “**County**” means Washington County, Minnesota.
  - k. “**Declarant**” means D.R. Horton, Inc.-Minnesota, a Delaware corporation.
  - l. “**Declarant Control Period**” means the period commencing on the date of conveyance of the first Lot to an Owner other than Declarant and continuing until the earlier of: (i) the date Declarant voluntarily relinquishes control of the Association by giving written notice to the Owners, or (ii) the date when Declarant no longer owns any Lot in the Community.
  - m. “**Dwelling**” means each building designed and intended for occupancy as a single family residence and located within the boundaries of a Lot. A Dwelling includes the garage attached thereto.
  - n. “**Governing Documents**” means this Declaration, and the Association’s Articles, Bylaws, and Rules and Regulations, as amended from time to time, all of which shall govern the use and operation of the Property.
  - o. “**Lot**” means any lot listed on Exhibit A and any Lots intended for single-family home ownership and created in the future by dividing or combining parts of existing Lots or by adding all or any portion of the Additional Property pursuant to Section 14. There are initially twenty-seven (27) Lots and the Community is anticipated at this time to include up to a maximum of sixty-six (66) Lots within the Community.
  - p. “**Owner**” means the record fee owner of a Lot. If a Lot is sold on a Contract for Deed, the contract vendee shall be considered the Owner. If a Lot is subject to a life estate, the life estate tenant shall be considered the Owner of the Lot.
  - q. “**Structure**” means any structure or improvement constructed on a Lot other than a Dwelling, including, but not limited to, any fence, swimming pool, spa, pool equipment, porch, deck, gazebo, additions to a Dwelling, sport court, or retaining wall.
2. **Residential Use Only-Nuisance:** No Lot shall be used for other than residential purposes and those uses identified and permitted by the City as home occupations when they are incidental to the

primary residential use of the Lot. No obnoxious, annoying or offensive activity shall be allowed on any Lot nor shall any activity be allowed which may be a nuisance to the neighborhood.

3. **Architectural Controls/Structures**: Each Dwelling and Structure on each Lot shall be subject to the provisions of Section 4, and shall conform to the following:

- a. No more than one (1) detached single-family Dwelling per Lot, not exceeding two (2) stories high above the entrance level, shall be allowed on each Lot. No free-standing storage sheds or garages will be allowed on any Lot.
- b. Any modifications or additions to the Dwelling on a Lot, including porches, must have design, materials, color, and workmanship similar to the Dwelling.
- c. No trailer, recreational vehicle, tent, shack, or temporary structure shall be used or occupied for a temporary or permanent residence.
- d. All campers, trailers, boats, ATVs and recreational vehicles and all non-working or unlicensed vehicles must be stored within the garages on the Lots.
- e. No outside incinerators, trash burners, garbage receptacles, recycling receptacles or yard waste receptacles shall be allowed on any Lot, except those temporary garbage receptacles used in conjunction with the construction of a Dwelling, Structure or Common Element in the Community. Outdoor barbecues, smokers, and fireplaces shall be allowed if they are not used to store or burn trash and are located so they are reasonably screened from the street in front of the Dwelling.
- f. Metal chain link fences are not permitted on any Lot, except for black, vinyl coated chain link fences. Further, all fencing shall be designed and constructed with materials and craftsmanship comparable to that found in other improvements in the Community and shall conform to City ordinances. Fences are subject to removal at the expense of the Owner if the location of a fence interferes with any drainage and utility easement. All fences are subject to Declarant's consent, pursuant to the provisions of Section 4.
- g. Children's play equipment, including, but not limited to, swing sets, jungle gyms, trampolines, playhouses, tree houses, and sport courts are allowed only in the rear yards of Lots. Basketball hoops affixed directly to a Dwelling are prohibited. Free-standing basketball hoops, whether portable or permanent, are permitted. Above ground swimming pools are prohibited. Below ground swimming pools are permitted provided such Structures comply with all other terms of this Declaration. Owners may not use exterior lighting to light children's play equipment, including, but not limited to, swing sets, jungle gyms, trampolines, playhouses, tree houses, sport courts, basketball hoops, pools or for other purposes if the use of the lighting has a material, adverse impact on any other Owner's use or enjoyment of the other Owner's Lot or on the Dwelling located on the other Owner's Lot.
- h. Standard television antennas, direct broadcast antennas ("**DBA's**"), and multi-channel multipoint distribution service antennas ("**MMDSA's**") are subject to the following restrictions:

- i. DBA's and MMDSA's may not exceed one (1) meter in diameter;
- ii. DBA's and MMDSA's must be located in rear yards or on the rear of the Dwelling on a Lot, and
- iii. Standard television antennas must be located within the Dwelling on any Lot.

If the strict enforcement of the restrictions set forth in Subsections ii. or iii. of this Subsection I. unreasonably delays or prevents the installation, maintenance or use of an antenna; unreasonably increases the cost of installation, maintenance or use of an antenna; or prevents a reasonably acceptable quality of reception, an Owner may deviate from the restrictions set forth in such Subsections ii. or iii., to the minimum extent, and only to the minimum extent, necessary to avoid unreasonably delaying or increasing the cost of installation, maintenance of use of an antenna or preventing a reasonably acceptable quality of reception.

4. **Declarant Consent.** So long as Declarant owns a Lot in the Community, Owners shall obtain Declarant's prior written consent as to the style and construction materials of any Structure, including, but not limited to, an addition to a Dwelling, retaining walls, decks, and fences, to be constructed or installed on a Lot by the Owner. The criteria for consent shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography; (ii) comparable or better quality of materials as used in existing improvements; (iii) ease of maintenance and repair; (iv) compliance with governmental laws, codes and regulations (although consent shall not, in any way, be deemed a representation or confirmation by the Declarant of compliance with any such laws, codes or regulations) and (vi) compatibility of the use of the structure and location of the structure on the Lot in relation to the location of the Dwelling located on the Lot and adjacent Lots.

5. **Animals.** Except as expressly permitted by this Section, no animals of any kind may be raised, bred, or kept on any Lot (e.g. kennels, outbuildings). Dogs, cats or other household pets are allowed if they are not kept for commercial purposes and are housed in the garage or in the Dwelling on the Lot.

6. **Easements.**

- a. **Platted Easements.** Easements for the installation and maintenance of drainage facilities and utilities are reserved on Lots as shown on the recorded plat creating such Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which damages or interferes with the installation and maintenance of the utilities, which may obstruct or retard the flow of water through drainage channels, or which may change the direction of flow or drainage in the easements. No Structures shall be constructed within drainage and utility easements without the approval of the City. The easement area of each Lot and all improvements on it shall be maintained continuously



by the Owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible.

- b. **Conservation Easements.** Conservation easements may be established within portions of the Community for the general purpose of tree preservation. Such conservation easements shall be recorded against and further identify specific restrictions for the affected Lots.
- c. **Use and Enjoyment.** Each Lot shall be the beneficiary of nonexclusive easements for use and enjoyment on and across the Common Elements, subject to any restrictions authorized by the Governing Documents.
- d. **Other Easements.** The Common Elements shall be subject to other easements as may be authorized by the Association. The Association shall have the right, without Owner's consent, but subject to Board approval in accordance with the Governing Documents, to grant easements over, under and across the Common Elements, provided such easements do not interfere with the quiet enjoyment of each Owner's Lot.

7. **Signs.** Except for Declarant's signage permitted under Subsection 20.b below, security company signs not exceeding one (1) square foot in size, and signage protected by law, no signs shall be allowed on any Lot except that one (1) sign at a time is allowed for the purpose of selling or reselling a Lot together with the improvements on the Lot. The sign shall not be illuminated and shall not exceed six (6) square feet in area. A sign shall not be higher than four (4) feet above grade unless attached to the Dwelling. No sign shall be placed on the roof or extend above the eaves of the roof of any Dwelling or other Structure.

8. **Leasing.** Leasing of Lots shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Dwelling shall be leased for transient or hotel purposes; (ii) no Lot may be subleased; (iii) a Dwelling must be leased in its entirety (not by room) unless simultaneously occupied by the Owner; (iv) the lease shall be in writing; (v) unless otherwise required in connection with the financing, guaranty or insuring of a mortgage, no lease shall be for a period less than six (6) or more than twelve (12) months, except for extenuating situations approved by the Board; (vi) no Dwelling shall be leased by more persons than allowed by the then applicable City code requirements; (vii) no Dwelling shall be occupied by more than one (1) family or by more than four (4) unmarried or unrelated individuals; and (viii) the lease shall provide that it is subordinate and subject to the Governing Documents and the Rules and Regulations, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement non-discriminatory procedures for the leasing of Lots, consistent with this Section and applicable law, including but not limited to (i) a requirement for a form addendum to be attached to each lease to assure that the rights and authority of the Association and Owners and occupants are recognized and protected, and (ii) a requirement for the screening of lessees through a licensed screening organization; provided that such screening shall not violate federal, state or local discrimination laws.

9. **Erosion Control; Owner Retaining Walls.** It is the responsibility of the Owner to maintain erosion control devices in existence until sodding is completed. Erosion, including damage to adjacent lands that occurs after the Dwelling is built and the Owner takes possession or ownership is transferred,

whichever is first, is the responsibility of the Owner of the Lot when the erosion occurs. Some Lots may have retaining walls constructed to support adjacent soils and improvements. Each Owner is responsible for maintaining and replacing any portion of any retaining wall located solely on the Owner's Lot. No installation of retaining walls shall be permitted in drainage and utility easements without City approval.

10. **Maintenance and Services.**

- a. **Maintenance and Services provided by the Association.** The Association shall be responsible for the maintenance and repair of the Common Elements, the expense of which shall be allocated as described in this Declaration. The Association shall have the exclusive right to manage, maintain and alter the Common Elements. The Association shall also provide for garbage and recycling collection services, unless such services are provided by the City. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish other common services to each Lot.
- b. **Maintenance by Owner.** All maintenance of the Lots, including all Dwellings, Structures and any other improvements on the Lots except those expressly identified in this Declaration as Common Elements shall be the sole responsibility and expense of the Owners thereof. The City, Association and/or Declarant do not maintain the public concrete sidewalks or boulevards in front of (and in some cases on the side of) the Lots. Such maintenance is the responsibility of the adjacent Lot Owner.

11. **Assessments for Common Expenses.**

- a. **General.** Assessments shall be assessed and levied against the Lots subject to the requirements and procedures set forth in this Section and the Bylaws. Assessments shall include annual assessments under Section 11.b, below, and may include special assessments under Section 11.c, below, and limited assessments under Section 11.d, below. Annual and special assessments shall be allocated equally among the Lots, in accordance with the allocation formula set forth in Section 12, below. Limited assessments under Section 11.d, below, shall be allocated to Lots as set forth therein and in Section 12, below.
- b. **Annual Assessments.** Annual assessments shall be established and levied by the Board, subject only to the limitations set forth below. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year, which are to be shared equally by all Lots in accordance with the allocation formula in Section 12, below. Annual assessments shall be payable in equal installments, as directed by the Board. By no later than thirty (30) days prior to the start of each fiscal year, the Board shall establish the amount of assessments against each Lot for the following fiscal year and shall send

written notice thereof to each Owner. The due dates for payment of assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

- c. **Special Assessments.** In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Lots equally in accordance with the allocation formula in Section 12, below, and for the purposes described in this Declaration. Among other things, special assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen or unbudgeted Common Expense.
- d. **Limited Assessments.** In addition to Annual Assessments and Special Assessments, the Board may, at its discretion, levy and allocate Limited Assessments among only certain Lots in accordance with the following requirements and procedures:
  - i. Any Common Expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lot or Lots benefited.
  - ii. Reasonable attorney's fees and other costs if incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents or the Act, against an Owner or occupant or their guests, may be assessed against the Owner's Lot.
  - iii. Fees, charges, late charges, fines and interest may be assessed.
  - iv. Assessments levied to pay a judgment against the Association may be levied only against the Lots existing at the time the judgment was entered in proportion to those Lots' Common Expense liabilities.
  - v. If any damage to the Common Elements, if any, or another Lot is caused by the act or omission of any Owner or occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Lot to the extent not covered by insurance.
  - vi. If any Assessment, or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice of the Owner, declare the entire amount of the Assessment immediately due and payable in full.
  - vii. If Common Expense liabilities are reallocated for any purpose, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.
- e. **Liability of Owners for Assessments/Alternative Assessment for Declarant.** The obligation of an Owner, other than the Declarant, to pay assessments shall commence at

the later of (i) the time at which the Owner acquires title to the Lot (ii) the due date of the first Assessment levied by the Board. Declarant shall have no liability for assessments for Lots owned by the Declarant, but shall pay any operating deficits of the Association that accrue during the Declarant Control Period. The Owner at the time an Assessment is payable with respect to that Lot shall be personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional, to the extent available by law. Except as provided in this Section, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by the waiver of any other rights, by the Association or its Officers, Directors or agents, or for their failure to fulfill any duties under the Governing Documents.

- f. **Assessment Lien.** The Association has a lien on a Lot for any Assessment levied against that Lot from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.
- g. **Foreclosure of Lien: Remedies.** A lien for Assessments may be foreclosed against a Lot under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner and any other person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure by advertisement. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Lot.
- h. **Lien Priority: Foreclosure.** A lien under this Section is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.
- i. **Voluntary Conveyances: Statement of Assessments.** In a voluntary conveyance of a Lot, the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Lot until released and satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Lot, including all Assessments

payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

- j. **Common Element Property Taxes.** If the Association defaults on payment of property taxes for any Common Element it owns and the Common Element becomes tax-forfeited property with the City obtaining ownership, the City will bill annually each Lot Owner the cost to maintain the forfeited parcels and all property taxes due thereon.

12. **Allocation.** Each Lot is hereby allocated an equal percentage of undivided interests in the Common Expenses of the Association, and an equal portion of the votes in the Association. However, certain expenses may be assessed against a specific Lot or Lots as set forth in Section 11.

13. **Litigious Action By Association.** Except in the circumstances described below as the "Permitted Litigious Actions", at least sixty-seven percent (67%) of the voting power of all Owners shall be required before the Association, by action through the Board or otherwise, may sue, initiate or demand arbitration or other legal proceedings (each a "Litigious Action"). The vote of any Owner who is an adverse party in the applicable legal proceeding shall be disregarded for purposes of determining whether the Litigious Action was approved by the Owners. Any meeting notice sent to Owners in connection with approving a Litigious Action must include an estimated budget prepared by the legal counsel anticipated to handle the Litigious Action to completion. Notwithstanding the foregoing, the requirements of this Section 13 shall not apply to a Litigious Action by the Association to (i) enforce the provisions of Sections 2-11, (ii) challenge property taxes and governmental assessments against the Common Elements or other Association property, or (iii) defend any judicial or administrative action brought against the Association (collectively, the "Permitted Litigious Actions").

14. **Declarant's Right to Add Additional Property.** Declarant hereby expressly reserves the right to add all or any portion of the Additional Property to the Community, by unilateral action, subject to the following conditions:

- a. The right of Declarant to add the Additional Property to the Community shall terminate ten (10) years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by the Declarant or a successor Declarant, unless extended by a vote of the Owners. Portions of the Additional Property may be added at different times. There are no other limitations on Declarant's right hereunder, except as may be imposed by law.
- b. The Additional Property is described in Exhibit B. The Additional Property may be added to the Property in parcels consisting of one or more platted Lots, or portions thereof.
- c. There are no assurances as to the times at which all or any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant is under no obligation to add any portion of the Additional Property to the Property, and the Additional Property may be developed by the current owner, Declarant or its successors in interest for other purposes, subject only to the approval by the appropriate governmental authorities.
- d. The maximum number of Lots that are anticipated to be created within the Additional Property described in Exhibit B on the date of this Declaration is thirty-nine (39) and such

maximum number shall be reduced as Lots are added to the Property by an amendment or supplement to this Declaration. All Lots created on the Additional Property shall be restricted exclusively to residential use, conveyance to the City for public use, or Common Elements.

- e. All covenants and restrictions contained in this Declaration affecting the use, occupancy and alienation of Lots shall apply to all Lots on the Additional Property that are added to the Property by an amendment or supplement to this Declaration.
- f. The statements made in Subsections c. through e. above shall not apply to any Additional Property that is not subjected to this Declaration.

15. **Covenants to Run With the Land.** The covenants set forth in this Declaration shall run with the land and shall be binding on all parties to this Declaration and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

16. **Enforcement.** Enforcement of these covenants and restrictions may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by this Declaration; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained in a particular instance shall in no event be deemed a waiver of the right to do so thereafter. In addition, and as provided in Subsection 11.d. above, the Association shall have the right to levy a fine in an amount deemed reasonable by the Association's Board of Directors against the Owner of any Lot for any violation of this Declaration.

17. **Severability.** If any of the terms, covenants, provisions, or any portion of this instrument is held to be invalid or unenforceable for any reason, such determination shall not be deemed to alter, affect, or impair any other portion of this instrument.

18. **Amendment.** This Declaration may be amended by a written document signed by eighty percent (80%) of the Owners or unilaterally by the Declarant so long as it owns a Lot. The Owner of each Lot shall have one vote. An amendment to this Declaration shall be effective on recording with the Washington County Recorder or Registrar of Titles.

19. **Insurance.** The Association may carry insurance as determined to be appropriate by the Board or as required by law. The amounts of insurance coverage and the deductible amounts shall periodically be determined by the Board. The policies shall not cover Owners' personal liability for accidents or damages occurring on their Lots. Owners are strongly advised to consult a qualified insurance agent and obtain their own liability insurance coverage for accidents and damage occurring on their Lots.

20. **Special Declarant Rights.** Declarant hereby reserves exclusive and unconditional authority to exercise the following "***Special Declarant Rights***" for as long as it owns a Lot, or for such shorter period as may be specifically indicated:

- a. **Complete Improvements.** To complete any improvements indicated on the recorded plat(s) of the Property, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations on Lots owned by Declarant to accommodate its sales activities.
- b. **Sales Facilities.** To construct, operate and maintain a sales office, management office, model and spec homes and other development and sales facilities, including signage, within any Lots owned by Declarant.
- c. **Consent to Amendments.** As long as Declarant owns any unsold Lot, Declarant's written consent shall be required for any amendment to this Declaration regardless of whether it directly or indirectly affects or may affect Declarant's rights under the Declaration.
- d. **Unilateral Approval of Amendments.** Pursuant to Section 18 above.
- e. **Consent to Improvements.** Pursuant to Section 4 above.
- f. **Control the Association.** To control the operation and administration of the Association, including, without limitation, the power to appoint and remove the members of the Board until the expiration of the Declarant Control Period.

21. **Rules and Regulations.** The Board may, from time to time, adopt, promulgate and publish rules and regulations reasonably relating to the use and enjoyment of the Property, provided that no such rule or regulation may not have the effect of contradicting a provision of this Declaration or the Bylaws.

22. **Working Capital Fund.** The Association shall establish a working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. The fund shall be initially established at an amount equal to three (3) months' Assessments on all Lots. The amount attributable to a particular Lot will be collected and deposited in the fund at the time of closing of Declarant's sale of the Lot. A contribution from each Lot to the working capital fund is measured by three (3) months' Assessments, but amounts paid into the fund are not advance payments of regular Assessments.

[Signature Page to Declaration of Covenants Follows]

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

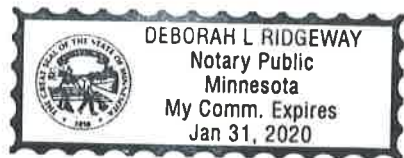
**DECLARANT:**

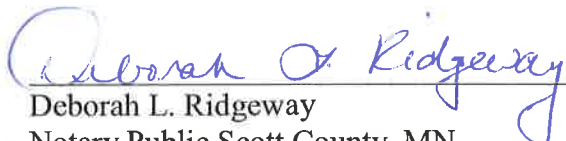
D.R. HORTON, INC.-MINNESOTA

By:   
Its: Vice President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of January, 2018, by James R. Slaikeu the Vice President of D.R. HORTON, INC.-MINNESOTA, a Delaware corporation, on behalf of the corporation.



  
Deborah L. Ridgeway  
Notary Public Scott County, MN  
My commission expires 1/31/2020

Document prepared by:  
Stinson Leonard Street LLP (IMJ)  
50 South Sixth Street, Suite 2600  
Minneapolis, MN 55402



**COPPER RIDGE EXPRESS HOMES  
EXHIBIT A TO DECLARATION  
LEGAL DESCRIPTION OF PROPERTY**

Lots 1 through 17, Block 1;  
Lots 1 through 10, Block 3; and  
Outlots E and F;

All located in COPPER RIDGE, according to the recorded plat thereof, City of Woodbury,  
Washington County, Minnesota.

**COPPER RIDGE EXPRESS HOMES  
EXHIBIT B TO DECLARATION  
LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY**

Outlots H and I, COPPER RIDGE, according to the recorded plat thereof, City of Woodbury, Washington County, Minnesota.

**COPPER RIDGE EXPRESS HOMES  
EXHIBIT C TO DECLARATION  
LEGAL DESCRIPTION OF COMMON ELEMENTS**

Outlots E and F, COPPER RIDGE, according to the recorded plat thereof, City of Woodbury, Washington County, Minnesota.

## ***Exhibit B***

## Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Copper Ridge Express Homeowners' Association

File Number: 992446000027

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 01/04/2018



Steve Simon  
Secretary of State  
State of Minnesota

**Office of the Minnesota Secretary of State**  
**Minnesota Nonprofit Corporation/Articles of Incorporation**  
*Minnesota Statutes, Chapter 317A*



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

**ARTICLE 1 - CORPORATE NAME:**

**Copper Ridge Express Homeowners' Association**

**ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:**

Name

Address:

**20860 Kenbridge Court Suite 100 Lakeville MN 55044 USA**

**ARTICLE 3 - INCORPORATOR(S):**

Name:

Address:

**Iain M. Johnson**

**50 South 6th Street Suite 2600 Minneapolis MN  
55402**

**DURATION: PERPETUAL**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

***By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.***

**SIGNED BY: Iain M. Johnson**

**MAILING ADDRESS: None Provided**

**EMAIL FOR OFFICIAL NOTICES: iain.johnson@stinson.com**

**ARTICLES OF INCORPORATION**  
**COPPER RIDGE EXPRESS HOMEOWNERS' ASSOCIATION**

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, and statutes amendatory thereof, hereby adopts the following Articles of Incorporation:

**ARTICLE I**  
**NAME**

The name of this corporation shall be "Copper Ridge Express Homeowners' Association" (the "Association").

**ARTICLE II**  
**PURPOSES AND POWERS**

The purposes for which the Association is formed, and its powers, are as follows:

1. To act as the Association which is referred to in the Declaration of Copper Ridge Express, a residential housing community located in Washington County, Minnesota (the "Declaration").
2. To provide for the maintenance, operation and management of the Property described in the Declaration, for the health, safety and welfare of the Owners and occupants thereof, and for the preservation of the value and architectural character of the Property.
3. To exercise the powers and duties now or hereafter granted or imposed by law, the Declaration, or the Association's Bylaws.
4. To do all other lawful acts or things reasonably necessary for carrying out the Association's purposes; provided, that no actions shall be authorized or undertaken which may jeopardize the Association's status as a nonprofit corporation.

Capitalized terms used in this document and not defined herein shall have the meaning assigned to them by the Declaration.

**ARTICLE III**  
**REGISTERED OFFICE**

The registered office of the Association is located at 20860 Kenbridge Court, Suite 100, Lakeville, MN 55044.

**ARTICLE IV**  
**INCORPORATOR**

The name and address of the incorporator of this Association is as follows:

Iain M. Johnson  
c/o Stinson Leonard Street LLP  
50 South Sixth Street, Suite 2600  
Minneapolis, MN 55402

## **ARTICLE V MEMBERSHIP/VOTING**

The members of this Association (the “Members”) are those persons described as Members in the Bylaws of the Association. Membership in the Association shall be transferable, but only as an appurtenance to and together with the Member’s title to the Lot to which the membership is allocated. One membership is allocated to each Lot. The Members shall have the voting rights allocated to their respective Lots as described in Section 12 of the Declaration. Cumulative voting by Members is not permitted.

## **ARTICLE VI BYLAWS**

The first Board of Directors shall, at its first meeting, adopt Bylaws for the regulation of the business of the Association. Thereafter, the Bylaws may be amended or revoked only by the Members of the Association, as provided in the Bylaws.

## **ARTICLE VII DIRECTORS**

The business of this Association shall be managed by the Board of Directors consisting of at least three persons, or such greater number as provided in the Bylaws. After the expiration of the terms of office of the members of the first Board of Directors appointed by the Declarant, the directors shall be elected as provided in the Bylaws.

## **ARTICLE VIII LIMITED LIABILITY**

The Members of this Association shall not be subject to any personal liability for corporate obligations. In addition, no person who serves without compensation as a director, officer, member or agent of the Association shall be held civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the person’s responsibilities as director, officer, Member or agent of the Association, and did not constitute willful or reckless misconduct, except as follows:

- a. an action or proceeding brought by the attorney general for a breach of a fiduciary duty as a director;
- b. a cause of action to the extent it is based on federal law;



- c. a cause of action based on the person's express contractual obligation; or
- d. an act or proceeding based on a breach of public pension plan fiduciary responsibility.

Nothing in this Article limits an individual's liability for physical injury to another person or for wrongful death which is personally and directly caused by that individual.

**ARTICLE IX  
NO PECUNIARY GAIN**

The Association shall not afford pecuniary gain, incidentally or otherwise, to its Members; provided, that (i) Members may be reimbursed for out-of-pocket expenses incurred in carrying out duties on behalf of the Association, and (ii) Members may be reasonably compensated for goods and services furnished to the Association as vendors in arms-length transactions.

**ARTICLE X  
DURATION**

The duration of the Association shall be perpetual, subject to dissolution in accordance with Article XII.

**ARTICLE XI  
AMENDMENTS**

Amendment of these Articles of Incorporation requires the prior approval of (i) Members who hold in excess of fifty percent (50%) of the voting power of all Members, (ii) the Board of Directors, and (iii) any other person whose approval is required by the Declaration; except that the registered office may be changed by the filing of a Certificate of Change of Registered Office in accordance with Minnesota law.

**ARTICLE XII  
DISSOLUTION**

The Association may be dissolved only in connection with the termination of the Declaration. The Association shall be dissolved as provided in the Minnesota Nonprofit Corporation Act, and the dissolution shall be subject to approval by (i) the Board of Directors and (ii) Members authorized to cast at least eighty percent (80%) of the voting power of all Members.

IN WITNESS WHEREOF, I have hereunto executed these ARTICLES OF INCORPORATION effective this 4th day of January, 2018.

  
Iain M. Johnson



**Work Item 99244600027**  
**Original File Number 99244600027**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**01/04/2018 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State

## ***Exhibit C***

# COPPER RIDGE EXPRESS HOMEOWNERS' ASSOCIATION

## BYLAWS

These Bylaws are the Bylaws of Copper Ridge Express Homeowners' Association, a Minnesota nonprofit corporation (the "*Association*") organized under Minnesota Statutes, Chapter 317A, the Minnesota Nonprofit Corporation Act, which is the owner's association for Copper Ridge Express Homes, Washington County, Minnesota (the "*Community*"). The Community is not subject to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "*Act*").

### GENERAL

**Bylaw 1.** The terms used in these Bylaws shall have the same meaning as they have in the Copper Ridge Express Homes Declaration of Covenants, Conditions and Restrictions (the "*Declaration*"), if not defined hereafter.

### MEMBERS AND VOTING

**Bylaw 2. Membership.** Each Owner of a Lot in the Community shall be a Member of the Association, and no other person or entity shall be entitled to Membership. The Declarant, or its successors in interest or assigns, shall be entitled to Membership in the Association only so long as Declarant is the Owner of one or more Lots in the Community.

**Bylaw 3. Transfer of Membership.** Each Membership is appurtenant to the Lot on which it is based and shall transfer automatically by voluntary or involuntary conveyance of the ownership of that Lot. It shall be the responsibility of each Owner, upon becoming entitled to Membership, to notify the Association in writing, and until notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the Membership to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new Membership to the transferee, and thereupon the old Membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

**Bylaw 4. Multiple Owners.** When more than one person holds an Ownership interest in a Lot, the vote for such Lot shall be exercised as they between or among themselves determine and jointly signify in writing to the Secretary of the Association, but in no event shall more than the assigned voting power be cast with respect to any Lot nor shall the voting power allocated to a Lot be split or otherwise cast separately by the several Owners. In the event multiple Owners of a Lot cannot agree on the exercise of voting power for such Lot, any one of the Owners may apply to the Board of Directors of the Association, which, after hearing all parties at a special meeting,

shall determine the manner of exercise of the voting power for said Lot by a majority vote of the Directors voting at the special meeting. A Director shall not vote upon such determination with respect to a Lot of which said Director is one of the multiple Owners.

**Bylaw 5. Voting.** The Owner of each Lot shall be entitled to the voting power set forth in the Declaration. Cumulative voting shall not be permitted. A majority of those voting shall govern all determinations of the Owners, except where a greater vote is required by the Declaration or these Bylaws. Section 13 of the Declaration requires at least sixty-seven percent (67%) of the votes of all Owners before the Association may engage in certain Litigious Action. Nothing in these Bylaws alters this requirement.

**Bylaw 6. Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners representing ten percent (10%) of the voting power of the Association shall constitute a quorum. If the voting power of a Lot is suspended by reason of delinquency in payment of Assessments, such voting power shall be deducted from the quorum requirement.

**Bylaw 7. Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. A person designated by a proxy to act for a Member need not be a Member.

## MEETINGS

**Bylaw 8. Place of Meetings.** Meetings of the Association shall be held at a suitable place within the State of Minnesota, convenient to the Owners as may be designated by the Board of Directors.

**Bylaw 9. Annual Meetings.** The first meeting of the Members following the termination of the “Declarant Control Period” (as described in the Declaration) shall be deemed to be the “first annual meeting” of the Members. The exact date of such first annual meeting shall be set by the Board of Directors. At such first annual meeting of the Members, the Members may designate a regular date for successive annual meetings. If the Members fail to designate such a regular date, the Board of Directors may continue to designate the date of the next annual meeting until such a designation is made by the Members. If any designated date falls upon a legal holiday, it shall be understood that the actual date of the meeting shall be the next business day succeeding such designated date. At such meetings in accordance with the requirements of Bylaw 13 of these Bylaws, Directors shall be elected by ballot of the Owners. In all events, a meeting of the Members shall be held at least once each year. If a regular meeting of the Members has not been held during the preceding fifteen (15) months, ten percent (10%) or more of the Members with voting rights may demand a meeting in accordance with Minnesota Statutes, Section 317A.431, subd.2.

**Bylaw 10. Special Meetings.** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon the presentation to the Secretary of a petition signed by Owners of two or more Lots or by three Directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless all of the Members with voting rights have waived notice of the meeting under Minnesota Statutes, Section

317A.435. One or more special meetings may be held before there has been a “first annual meeting.”

**Bylaw 11. Notice of Meetings.** It shall be the duty of the Secretary to send to each Owner, at least ten (10) days, and not more than thirty (30) days, in advance of any meeting of the Owners, which notice shall identify the date, time, place, and complete agenda of the meeting and the procedures for appointing proxies. The notice shall be hand-delivered or sent by United States mail, postage prepaid, to all Owners of record at the address of their respective Lots or to such other address or addresses as any of them may have designated in writing to the Secretary.

**Bylaw 12. Adjourned Meetings.** If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than sixty (60) days from the time the original meeting was called, with no further notice than that given at such adjourned meeting, and the quorum at such adjourned meeting shall be one-half of the ordinary quorum.

**Bylaw 13. Order of Business.** The order of business at all annual meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Report of Officers.
- (d) Report of committees, if any.
- (e) Designation of regular date for annual meetings (if necessary).
- (f) Election of Board of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcement of date, time and place of organization meeting of new Board of Directors.
- (j) Adjournment.

**Bylaw 14. Fair Voting Procedures.** The following shall be considered minimum standards to assure fair voting procedures:

- (a) All proxies should be available for inspection prior to and during a Members meeting, so that a reasonable opportunity is afforded to challenge and count proxies.
- (b) All mail ballots and all proxies cast at a meeting should be first opened at the time the votes on an election or issue are counted and tallied.
- (c) In the case of an election of a Director, every candidate or designee of a candidate may observe the counting and tallying of votes; and on any other issue, a reasonable number of observers from both sides of each issue shall observe the counting and tallying of votes.

- (d) The vote count on each election and issue shall be announced before adjournment of the meeting, and shall be available to all Members in written form, signed by the secretary of the Association, within seven (7) days of the meeting.

## **BOARD OF DIRECTORS**

**Bylaw 15. First Board of Directors.** The first Board of Directors shall consist of three (3) persons, who need not be Owners, and who shall serve until the “first annual meeting” of the Members or until their successors are elected and qualified. Should any vacancy occur in the first Board of Directors it shall be filled by Declarant, as defined in the Declaration. The first Board of Directors shall have the power to adopt the Bylaws of the Association, to elect Officers, to establish a schedule of Assessments which shall be effective until December 31st of the year in which occurs the “first annual meeting” of the Association, and shall have generally the powers and duties as set forth in Bylaw 31.

**Bylaw 16. Number and Qualification.** The number of Directors constituting the Board of Directors after the first Board of Directors shall be three (3). All Directors elected by the Owners shall themselves be Owners, officers or employees of a corporate Owner, or partners or employees of a partnership Owner.

**Bylaw 17. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations also may be made by any two Members in a written nomination to the Secretary or by motion and second from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

**Bylaw 18. Term and Election.** The first terms of office of the Directors elected by the Owners at the first annual meeting shall be one year for two (2) Directors and two years for one (1) Director. Each term of office thereafter shall be two years. A number of nominees equal to the number of vacancies, and receiving the greatest number of votes, shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast, subject however to Declarant’s rights during the “Declarant Control Period” as specified in the Declaration. The nominee or nominees receiving the greatest number of votes shall fill the longer terms. Each Director shall hold office until his or her respective successor has been elected.

**Bylaw 19. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal and substitution by a corporate or partnership Owner under Bylaw 39 shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, and each so elected shall be a Director for the remainder of the term of the Director replaced.

**Bylaw 20. Removal of Directors.** At any regular or special meeting of the Owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners authorized to elect such Director present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**Bylaw 21. Organization Meeting.** The first meeting of the Board of Directors each year following the annual meeting of Members shall be held within forty (40) days of the annual Members' meeting, and if the date, time and place are announced at the annual Members' meeting, no further notice shall be necessary.

**Bylaw 22. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place within the State of Minnesota, as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, at least five (5) days prior to the day named for such meeting.

**Bylaw 23. Special Meetings.** Special meetings of the Board of Directors may be called by the President on not less than seven (7) days' notice to each Director, which notice shall state the time, place within the State of Minnesota, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

**Bylaw 24. Open Meetings.** Except as otherwise provided by Minnesota law, meetings of the Board of Directors must be open to the Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time, and place of a board meeting. If the date, time, and place of meetings are announced at a previous meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required.

**Bylaw 25. Telephone Conference.** A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting. A Director may participate in a Board meeting by means of communication through which the Director, other Directors participating, and all other Directors physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by this means constitutes personal presence at the meeting.

**Bylaw 26. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time, place and purpose thereof. If



all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Bylaw 27. Board of Directors' Quorum and Voting.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the meeting may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**Bylaw 28. No Proxies.** Directors shall not vote by proxy.

**Bylaw 29. Action Without a Meeting.** Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a written form signed by all of the Directors.

**Bylaw 30. Compensation.** The Directors will receive no compensation for their services as Directors. When authorized by the Board, however, Directors and Officers may be reimbursed for actual expenses incurred in connection with the business of the Association, and Officers may be compensated for bookkeeping or record keeping functions.

**Bylaw 31. Powers of the Board.** All of the powers of the Association shall be exercised by the Board, including those existing under common law, statutes, the Articles of Incorporation and those powers designated for the Association by the Governing Documents. Such powers shall include, but shall not be limited to, the power to:

- (a) Adopt, amend and publish rules and regulations governing the use of the Lots, and any Structures thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Elect annually the officers of the Board of Directors;
- (e) Make and collect assessments to defray costs and expenses, and use the proceeds of assessments in the exercise of its powers and duties;
- (f) Expend money of the Association to maintain, repair, and replace Common Elements as authorized by the Declaration;

- (g) Grant easements over, above and across the Common Elements as authorized by the Declaration;
- (h) Enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the Bylaws of the Association and the Rules for the use of the Common Elements and Lots, and to levy fines for any violation thereof. Fines may be levied as special assessments;
- (i) Employ and terminate such independent contractors or employees as the Board deems necessary to maintain the Common Elements and to delegate to such persons powers and duties of the Association except such powers and duties as require approval of the Board or the membership of the Association;
- (j) Purchase such policies of insurance as allowed and required by the Declaration, or any other insurance deemed appropriate to protect the Association or the Owners;
- (k) Increase the annual assessment during the annual assessment period;
- (l) After termination of the Declarant Control Period, fill vacancies in the Board by a vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director replaced; and
- (m) Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board without sufficient reason and proper prior notification.

## OFFICERS

**Bylaw 32. Designation.** The principal Officers of the Association shall be a President, a Secretary, and a Treasurer. All principal Officers shall be elected by and from the Board of Directors. The Board may from time to time appoint an assistant secretary and such other Officers, with such duties, as in their judgment may be desirable, and such Officers need not be Directors.

**Bylaw 33. Election of Officers/Term.** The principal Officers of the Association shall be elected by the Board of Directors at the organization meeting of each new Board. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or is otherwise disqualified to serve. Officers may serve more than one term.

**Bylaw 34. President.** The President shall be the chief executive Officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried out; and shall sign all leases,

mortgages, deeds and other written instruments (except to the extent that the Board of Directors authorizes or mandates the delegation of such authority).

**Bylaw 35. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members. If the Association adopts a seal, the Secretary shall keep the corporate seal of the Association and affix it on all papers requiring said seal. The Secretary shall give notice of all meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as may be required by the Board. The Secretary shall act in the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Board of Directors shall appoint the Treasurer to act on an interim basis.

**Bylaw 36. Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall sign all checks and shall be responsible for the deposit of all moneys and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors, except to the extent that the Board of Directors authorizes or mandates the delegation of such authority to a manager or agent.

**Bylaw 37. Committees.** The Board shall appoint Members of a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may establish other committees and appoint their Members as deemed appropriate in carrying out its purposes.

## ANNUAL REPORT

**Bylaw 38. Annual Report.** The Board shall prepare and provide to each Owner at or prior to each annual meeting a report of the affairs of the Association, including at least the following information:

- (a) A copy of the statement of revenues and expense for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year.
- (b) A statement of the total past due Assessments on all Lots, current as of not more than sixty (60) days prior to the date of the meeting.

## MISCELLANEOUS

**Bylaw 39. Right of Corporate or Partnership Owner to Substitute.** Whenever a Director or Officer of the Association is an officer or employee of a corporate Owner or a partner or employee of a partnership Owner, the respective corporation or partnership may by written

notice to the Association remove such Director or Officer of the Association and designate another such person to serve the unexpired balance of the term.

**Bylaw 40. Indemnification of Officers and Directors.** To the full extent permitted by Minnesota Statutes, Section 317A.521 as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any proceeding by reason of a former or present official capacity in the Association shall be indemnified by the Association.

**Bylaw 41. Termination of Contracts.** If entered into prior to the expiration of the Declarant Control Period, (i) any management contract, employment contract, or lease of recreational facilities, Lots, Structures or other parking facilities, (ii) any contract, lease or license binding the Association to which a Declarant or an affiliate of a Declarant is a party, or (iii) any contract, lease or license binding the Association or any Owner other than the Declarant or an affiliate of the Declarant which is not bona fide or which was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the expiration of the Declarant Control Period upon not less than ninety (90) days' notice to the other party. The foregoing provisions of this Bylaw 41 shall not apply to any contract, lease or license with the City of Woodbury.

**Bylaw 42. Notice.** "Notice" has the meaning given in Section 317A.011, subdivision 14 of the Minnesota Nonprofit Corporation Act.

**Bylaw 43. Amendments to Bylaws.** These Bylaws may only be amended in a manner authorized by Minnesota Statutes, Section 317A.181. The amendment must be approved by Owners of fifty-percent (50%) of the total votes in the Association, in writing or at a duly held meeting of the Owners, subject to any approval rights of mortgagees and the Declarant as provided in the Declaration.

**Bylaw 44. Conflicts.** In case any of these Bylaws conflicts with the provisions of the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation will apply.

**Bylaw 45. Inspection of Books and Records.** Current copies of the Declaration, Bylaws, other rules concerning the Community, and the books, records, and financial statements of the Association shall at all times, during reasonable and normal business hours, be available for inspection by any Owner, prospective purchaser, Lot lender or the holder, insurer and guarantor of a mortgage on any Lot at the principal office of the Association, and copies of the same may be purchased at reasonable cost.

**Bylaw 46. Notice to Association.** An Owner who mortgages the Owner's Lot shall notify the Association through the management agent, if any, or the President or the Board of Directors in the event there is no management agent, of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Lots".

## CERTIFICATE

The foregoing were adopted as the Bylaws of Copper Ridge Express Homeowners' Association, a Minnesota nonprofit corporation, at the first meeting of the Board of Directors on January 8, 2018.

COPPER RIDGE EXPRESS HOMEOWNERS'  
ASSOCIATION

By   
Its: Secretary

## ***Exhibit D***

**Copper Ridge Express Single Family Homeowners' Association  
2018 Budget**

approved

	<u>Annual Total</u> <u>(66 Homes)</u>	<u>Per Home Per</u> <u>Quarter</u>
<b><u>INCOME</u></b>		
Homeowner Fees (66 lots)	\$ 30,361	\$ 115.00
<b><u>EXPENSES</u></b>		
Insurance	\$ 1,400	\$ 5.30
Grounds Maintenance	\$ 6,000	\$ 22.73
Irrigation System Maintenance	\$ 1,800	\$ 6.82
Irrigation System Water	\$ 2,000	\$ 7.58
Electricity	\$ 180	\$ 0.68
Tax Preparation	\$ 225	\$ 0.85
Garbage & Recycling Removal	\$ 11,880	\$ 45.00
Contingency	\$ 780	\$ 2.95
Management Fee	\$ 4,752	\$ 18.00
Copies/Postage/Admin.	\$ 250	\$ 0.95
Reserve Contribution	\$ 1,094	\$ 4.14
<b><u>TOTAL EXPENSES</u></b>	<b>\$ 30,361</b>	<b>\$ 115.00</b>

**Budget Note:**

Lot owners are responsible for mailbox keys and locks.

**Budget Disclosure:**

Actual Homeowners' Association expenses will vary depending on unanticipated changes in expenses, additional services provided to homeowners, increased in the quality of services requested by homeowners and other factors beyond the Declarant's control.

## Copper Ride Express Single Family Homeowners Association Reserve Schedule

approved

COMPONENT	ACTION	LIFESPAN	NUMBER	REPLACEMENT		COST PER YEAR-
				COST	TOTAL COST	FULL BUILD OUT
Mailboxes	replace	20	66	\$ 175	\$ 11,550	\$ 578
Common Area Tree Mulch	replenish	3	1	\$ 1,100	\$ 1,100	\$ 367
Irrigation Controllers	replace	8	1	\$ 1,200	\$ 1,200	\$ 150
<b>TOTALS</b>					<b>\$ 2,300</b>	<b>\$ 1,094</b>

**Items Excluded from the Reserve Schedule**

Sprinkler Heads  
 Sprinkler lines  
 Common Area Trees

**Reason**

operating expense  
 expected lifespan in excess of 30 years  
 expected lifespan in excess of 30 years



## ***Exhibit E***

Receipt:# 373038

DAG \$46.00

Return to:  
E - SIMPLIFILE  
4844 North 300 West  
Suite 202

Provo UT 84604

**4126659**



**Certified Filed and/or recorded on:**

9/6/2017 12:18 PM

**4126659**

**Office of the County Recorder  
Washington County, Minnesota**  
*Jennifer Wagenius, County Recorder*

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RETURN TO: MARK VIERLING  
Eckberg, Lammers, Briggs, Wolff & Vierling  
1809 Northwestern Avenue  
Stillwater, MN 55082

CITY OF WOODBURY  
WASHINGTON COUNTY, MINNESOTA  
DEVELOPER'S AGREEMENT  
(Public Design/Private Construction)  
(Copper Ridge)

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of August, 2017, by and between the City of Woodbury, a municipal corporation organized under the laws of the State of Minnesota, (the "City"), and D.R. Horton, Inc- Minnesota, a Delaware Corporation (the "Developer").

WITNESSETH, That:

WHEREAS, the Developer has made application to the City Council for approval of a project described on Exhibit A for the property legally described on Exhibit A. (hereinafter "Property" or "Subdivision")

Whereas, the Developer has requested that the Property be developed in multiple phases, with this Agreement relating specifically to Copper Ridge, but has requested certain assurances and consideration of improvements and costs affecting development of the Property including the future phases; and

WHEREAS, the City has undertaken traffic analysis of overall development of the City and the intersections/roadways that will be inadequate when development occurs at permitted densities, thus posing a risk to public and traffic safety, to the health, safety, and welfare of the City, and to the orderly economic development of the City; and

WHEREAS, the approved Council Resolution, establishes in the Findings of Fact for the Conditional Use Permit where traffic from the Subdivision will go and that the inadequacy of intersections/roadways will be adversely impacted by the added traffic from the Subdivision, creating public health and safety issues, unless timely planned upgrades to the roadways/intersections are made or funding assurance for such planned upgrades are provided, and thus it would be premature to approve the Subdivision under City Code 21-16; and

WHEREAS, the Developer wishes to proceed with the Subdivision and address the prematurity issue by payment to the City in an amount which will allow for roadway/intersection improvements to adequately correct the deficiencies in the roadways/intersections (Mitigation Payment); and

WHEREAS, the Developer proposes a multi-phase development and requests the City accept payments as shown on Exhibit D as part of implementation and further platting of future phases of this development regardless of the time of the development, rather than having all payments being due upon the initial phase; and of the Subdivision and the Developer having the assurance that the amounts on Exhibit D will not change and the City

having the assurance the Developer accepts the amounts shown on Exhibit D, subject to adjustments provided herein, and will not challenge Developer's obligation to pay the same.

WHEREAS, with the Developer's intention to develop the Property in phases it wants to be assured of the area costs associated with the development of the entire Property, regardless of time of development and the City wants agreement and assurance that the Developer accepts, waives any right to and will not challenge the area costs; and

WHEREAS, based on the agreements and assurances set forth above the City is willing to accommodate that request to provide reasonable, indexed cost increases as set forth on Exhibit D and the same, to the extent necessary shall be incorporated into the Development Agreement for the future phases of the development of the Property; and

WHEREAS, the City is willing to provide the area charges for sanitary sewer, storm sewer, water, and Mitigation Payments shown on Exhibit D and commit the City to the amounts shown on Exhibit D as fully paying the Property's financial obligation for the improvements shown on Exhibit D, either by way of cash payment by the Developer at the time of execution of the Development Agreement or upon request of the Developer and agreement of the City to the same and upon terms and conditions acceptable to the City, with the same being a Special Assessment against the Property under Minn. Stat. § 429.011 et seq. when levied in exchange for the Developer agreeing to waive its right to challenge the assessment under Minn. Stat. § 429.081 pursuant to the provisions of Minn. Stat. § 462.3531. The final plat will not be released until payment, as contemplated by this paragraph, or an executed, recorded Assessment Agreement, is made by the Developer; and

WHEREAS, the City Council has granted approval of the Subdivision on the condition that the Developer enters into this agreement stipulating the conditions for the installation of street, water, sewer, and other public improvements as well as the development of on-site improvements hereinafter described, all in accordance with the terms and conditions hereinafter set forth.

WHEREAS, the Developer shall develop the Property in conformance with the plans reviewed and approved by the City subject to such changes and modifications as provided herein.

NOW, THEREFORE, the City and the Developer agree as follows:

I. Incorporation. The foregoing recitals are hereby incorporated and made a part of the Agreement.

II. Definition. Completion of the Development: A point in time when all street, utility, and private Plan A activities and improvements have been completed, building permits can be issued for all platted lots, and all open area within or disturbed as part of the development is vegetated.

III. Designation of Improvements and Activities. Improvements are to be designed by the City's consulting engineer and installed at Developer's expense by the Developer and

are to be owned and maintained by a property owner and/or property owners association after development is completed, as hereinafter provided. These improvements are hereinafter referred to as "Plan A Improvements." Improvements to be installed by the Developer at the Developer's expense to be owned and maintained by the City after development is completed are hereinafter referred to as "Plan B Improvements." Any request by the Developer to install the utilities and streets will be evaluated based on complete compliance with the adopted city policy on Developer installed utilities.

A. Plan A Activities

The Developer will construct and install at the Developer's expense the Plan A Activities according to the following terms and conditions:

1. The Developer shall do all applicable site grading, including building sites, common greenway and open spaces, storm water storage ponds and surface drainage ways, private driveways and sodding of boulevards in accordance with the approved Land Disturbance Plan. The Land Disturbance Plan shall be prepared by the Developer in accordance with the City's Land Disturbance and Erosion and Sediment Control Ordinance. A grading plan with maximum two (2) foot contours and cross sections as necessary has been submitted as part of the Land Disturbance Plan and approved by the City. No land disturbing activity shall be done without a Land Disturbance Permit. Security in a form to be approved by the City Attorney shall be provided prior to the issuance of the Land Disturbance Permit as required by City Ordinance and policy.
2. The Developer shall control soil erosion and sedimentation in accordance with the City's Land Disturbance and Erosion and Sediment Control Ordinance insuring:
  - a. All development shall substantially conform to the natural limitations presented by the topography and soil of the Subdivision in order to create the best potential for preventing soil erosion. The Developer must submit a Storm Water Pollution Prevention Plan as part of the Land Disturbance Plan which contains a temporary erosion control plan, a permanent erosion control plan, and a project narrative, detailing all erosion control measures to be implemented before, during, and after construction. Said plan must be approved by the City. Said plans shall be revised as necessary and approved by the City to conform to the erosion and sediment control needs for the most current site conditions.
  - b. Erosion and sediment control measures shall be coordinated with the various stages of development. Appropriate control measures as reasonably required by the City shall be installed prior to and maintained during development when necessary to control erosion. Control measures may also be required by the City to be re-installed if they fail in purpose during development.

- c. Land shall be developed in increments of workable size such that adequate erosion and sediment controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time. The Developer must submit a Phasing Plan as part of the Land Disturbance Plan which contains the phasing limits for land disturbing activities, and said plan must be approved by the City before construction commences.
  - d. Where the topsoil is removed, sufficient arable soil shall be set aside for re-spreading over the development area. The topsoil shall be restored to a depth of at least four (4) inches and shall be of a quality at least equal to the soil quality prior to development. On a lot-by-lot basis, the Developer shall provide written verification that the topsoil equal to the soil quality prior to development has been placed on the lot. Site inspections will be completed to ensure the required topsoil is provided.
3. The Developer shall dedicate and survey all applicable storm water holding ponds as required by the City for the Subdivision. The Developer shall be responsible for storm sewer cleaning and applicable holding pond dredging, as required by the City prior to completion of the development and acceptance by the City. An as-built survey shall be submitted prior to City acceptance.
4. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed after all site and right-of-way grading has been completed in order to preserve the lot markers for future property owners. The Developer shall provide and install property signs identifying public property boundaries prior to the release of the Plan A security. Location of said signs shall be approved by the City.
5. The Developer shall make all necessary adjustments to the curb stops, gate valves, and metal castings to bring them flush with the topsoil (after grading).
6. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of any further site grading or construction prior to awarding construction contracts for the construction of public utilities.
7. The Developer shall take reasonable care in carrying out the construction activities to ensure that damage does not occur to the water, sanitary sewer, and storm sewer systems or to public roadways, sidewalks, and trails. Until acceptance thereof by the City, the Developer shall be financially responsible for the cost of protecting said facilities and of their repair and

replacement if necessary.

8. The Developer shall comply with the provisions of Woodbury City Code regarding Landscaping. The landscaping plan shall be followed except as modified in any City Council-imposed conditions of approval. In all instances one boulevard tree shall be planted on each single-family or twin home residential lot per dwelling unit with an additional one tree per lot which may be dispersed throughout the subdivision as allowed by said City Code.

A detailed Landscaping Plan shall be reviewed and approved by staff. The Developer may be required to provide an acceptable warranty that trees are guaranteed for survivability for one year from the time of planting.

9. Sidewalks shall be constructed at the Developer's expense on the public right-of-way consistent with the approved Subdivision. If applicable, the Homeowners Association(s) (HOA) shall be responsible for maintaining all sidewalks. Such maintenance shall include, but shall not be limited to, sweeping each spring, promptly removing ice and snow or other obstructions to ensure the safe passage of pedestrians. Upon acceptance in accordance with Section F hereof, the City shall be responsible for the removal and replacement of any portion or all of the sidewalks in the future, and reserves the right to assess the homeowners and/or the HOA for the costs thereof.

If a HOA is not formed or if the HOA covenants defer responsibility, the individual homeowner(s) shall be responsible for all maintenance referenced above in accordance with Woodbury City Code.

Identified trails shall be constructed at the Developer's expense consistent with the approved Subdivision. The City shall be responsible for maintaining all completed trails, with the exception of the proposed trail within the detached townhome area of the Subdivision. The HOA shall perform all obligations identified above for sidewalks on that trail segment.

10. The Developer shall remove all dead and diseased trees and all other debris as part of the land disturbance plan which shall be completed prior to the issuance of any building permit.
11. The Developer shall be responsible for street maintenance, including curbs, boulevards, sod, and street sweeping until the project is complete. All streets shall be maintained free of debris and soil until the subdivision is completed. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be



barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth driving surface and adequate drainage on all temporary streets.

12. Landscaped Entrances and Monument Signage

The City has granted the Developer's request for a landscaped entrance along Bailey Lake Drive, roundabout planting and monument signage for the Subdivision.

The landscaping on both sides of Bailey Lake Drive, roundabout and monument signage shall conform to the following standards:

- a. Islands within the public right-of-way shall be allowed.
- b. The Developer and or subsequent HOA shall be responsible for planting and maintaining the trees in the islands and on the north and south side of Bailey Lake Drive.
- c. The number and type of trees shall be limited to allow for proper snow storage. Trees shall be located in the islands a minimum of eight (8) feet from the face of the concrete curb.
- d. Site distance at intersections shall be maintained.
- e. Proper tapers in the islands should provide for continuity within the road pavement.
- f. Berming or site grading within the islands shall be minimal in order to maintain proper sight distance and to avoid drifting of snow during the winter months.

13. The Developer shall furnish streetlights in accordance with the Woodbury City Code-regarding street lighting. Streetlights in public rights-of-way shall conform to City Code in all respects.

General Requirements:

- a. Street lighting systems located on City property shall be owned, installed, operated, and maintained by the electric utility company. The City and the electric utility company shall enter into a contractual agreement to the rate and maintenance of the street lighting system under the Group V lighting rate plan.
- b. It shall be the responsibility of the Developer to:

1. Pay the electric utility company for the purchase of all components of the street lighting system.
  2. Pay the electric utility company any cost incurred in the installation of the street lighting units not covered in the electric utility company rate for this service. This payment shall be required to be guaranteed as part of the Plan A security as outlined in this Agreement.
  3. All of the street lighting costs shall be guaranteed by part of the Plan A security as outlined in this Agreement.
- c. If a change in Group V lighting plan materially affects the ability of the City or the Developer to comply with the terms of this Section, then both parties agree to negotiate in good faith the necessary modifications to these requirements.
14. The Developer shall, in all new subdivision additions, dedicate by separate deed the Outlots as depicted on the approved preliminary plat, at the time that each proposed subdivision is approved by the City Council, to the public for public use as parks, playgrounds, public open space, or trails as authorized by City Code. The City constructed park is projected to be substantially completed no later than one (1) year from the time that the first building permit is issued for said subdivision.

The City herein grants to the developer, its agents, and contractors, a license to enter unto these properties for the purpose of grading and constructing and installing utilities as approved by the City.

15. All retaining walls located within the project shall be private and shall be maintained, repaired, and managed by the HOA, except for retaining walls located exclusively on an individual single family lot which shall be maintained, repaired, and managed by the lot owner.
16. All ownership, operation, and maintenance responsibilities shall be completed by the Developer as identified in the final Preliminary Report.

**B. Construction of Plan A Activities**

1. **Construction:**

The construction, installation, materials, and equipment shall be materially in accordance with the plans and specifications approved by the City.

2. **Inspection:**

All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction.

3. Easements:

- A. Easements and Fee Title Conveyance. Prior to the release of the final plat for recording, the Developer shall dedicate to the City at no cost all temporary and permanent easements necessary for the construction of the improvements required herein, as determined by the City. All such easements required by the City shall be provided on City easement documents or on the plat of the Development, contingent on such terms and conditions as the City shall reasonably determine.
- B. Prior to the release of the final plat for recording, the Developer shall pay the real estate taxes payable in the full year in which this Agreement is executed, and the Developer shall provide proof to the City of such payment.
- C. Prior to the release of the final plat for recording, the Developer shall provide the City with proof of title in the form of an attorney's opinion or a title commitment.
- D. Recording of Developer's Agreement. This Developer's Agreement shall be recorded immediately following the Plat recording and prior to any lien or encumbrance being placed upon the land.

4. Faithful Performance of Construction Contracts and Letters of Credit:

The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Plan A activities and hereby guarantees the workmanship and materials for a period of one (1) year following the City's final acceptance of the Plan A activities. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit based on one hundred twenty-five percent (125%) of the total estimated cost of Plan A activities as indicated in Section B. An Irrevocable Letter of Credit shall comply with the City's adopted form and be for the exclusive use and benefit of the City of

Woodbury and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Developer's Agreement and construction of all required activities in accordance with the ordinances and specifications of the City. In the event of a default by Developer hereunder, the City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit as necessary to fully reimburse the City for (i) any amounts then due from Developer to the City hereunder and (ii) any costs or expenses incurred by the City in curing such default. The Irrevocable Letter of Credit shall be renewed or replaced by not later than sixty (60) days prior to its expiration with a like letter.

5. Reduction of Security Guarantee for Plan A Improvements:

The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction. The City will attempt to complete an evaluation within sixty days of receiving a request, contingent upon the City being able to complete the evaluation. For example, if the request is made in the Winter, the City may not be able to inspect the improvements in order to complete the evaluation within sixty days. The developer will be responsible for the costs incurred by the City for performing the evaluations. The amount of reduction will be determined by the City. The City will process the release of the security provided within a reasonable time after Completion of the Development, and will execute and deliver to Developer upon request an Estoppel Certificate regarding the status of this Developer's Agreement.

C. Plan A Area Charges, Connection Charges, and Securities.

See Exhibit D attached hereto and made a part hereof by reference.

D. Plan B Improvements

The improvements under Plan B (see Exhibit C) will be constructed according to the terms, conditions, and specifications of the City.

E. Description of Plan B Public Improvements:

See Exhibit C attached hereto and made a part hereof by reference.

F. Plan B Improvements Escrow

See Exhibit C attached hereto.

G. Summary of Charges

See Exhibit C attached hereto.

H. Area Charges, Special Assessments, and Mitigation Payments

See Exhibit D attached hereto and made a part hereof by reference.

The Developer hereby acknowledges that the Copper Ridge is a multiple phase project and the City has agreed to allow payment of the Area Charges and Mitigation Payments by phase as an assessment rather than requiring payment of all Area Charges and Mitigation Payments at the time of initial subdivision. The Developer waives, for the land identified on Exhibit A, all rights it has by virtue of Minn. Stat. § 429.081, also releases the city from obligations of notice and public hearings otherwise provided for under Minn. Stat. §§ 429.031 and 429.061 or otherwise, and waives and releases its right to challenge the amount or validity of the assessments or the procedures used by the City in levying the assessments provided for in this Agreement, and hereby releases the City, its officers, agents, and employees from any and all liability related to or arising out of the levying of any assessments provided for in this Agreement.

The cost of all Area Charges and Mitigation Payment, set forth earlier and on the exhibits within this Agreement, may be paid by the Developer to the City as special assessments levied against the benefited land area in installments spread over four (4) years, with interest on unpaid installments with the interest rate set by the City Council. Reference herein to special assessments shall be deemed to include all interest due thereon. The Developer shall pay the entire cost of the installation of Plan B Improvements.

- I. If the City orders the installation of the Plan B Improvements to be installed by the Developer at the Developer's expense, the Developer agrees to pay such costs on the following terms and conditions:

1. Area Charges and Plan B Improvements:

The Developer shall pay the entire cost of the installation of Plan B Improvements. The Developer shall also pay the Area Charges as set forth in Exhibit D. The Developer hereby agrees to the Mitigation Payment, as incorporated into Exhibit D, for traffic impact to Bailey Road, Dale Road, Radio Drive and Pioneer Drive as identified in the Findings of Fact for the Conditional Use Permit and in an amount shown on Exhibit D. The Developer hereby requests to pay these charges via an assessment, along with the other charges identified on Exhibit D, at the time of the execution of this agreement and the same shall be paid, along with the cost of all Plan B improvements.

2. Other Permits:

The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, regional, and local jurisdictions prior to the commencement of construction.

3. Easements:

The Developer shall obtain necessary utility and/or roadway easements necessary for this project.

4. Security of Developer's Performance:

No work shall be commenced under this Agreement until the Developer has filed with the City a surety in the form of an approved letter of credit, cash, or 3<sup>rd</sup> Party/Escrow Agreement (city approved form) based on one hundred twenty-five percent (125%) of the total estimated costs for the Plan B Improvements as detailed in the City's Surety to Guarantee Private Construction of Public Improvements Policy. The surety shall be filed with the City prior to the Final Plat being recorded. If the surety expires prior to the improvements as specified herein being completed, it shall be renewed or replaced not later than sixty (60) days prior to its expiration, with a like surety; and if not so replaced, the City may declare the Developer in default hereunder and exercise its rights and remedies and may draw on said surety. The surety shall be for the exclusive use and benefit of the City of Woodbury.

Upon receipt of the surety as set forth in the preceding paragraph, the City hereby agrees to release to the Developer those financial securities previously provided to the City for the preparation of the preliminary engineering report and construction plans and specifications. The financial surety provided under this agreement shall serve as financial surety for all of these activities. Upon at least five (5) days prior written notice to Developer, this financial surety may be drawn upon to reimburse the City, for its expenses incurred, including expenses for consultants and for any other cost incurred as a part of the preliminary engineering report, detailed plans and specifications, or easement and right-of-way acquisition in the event this project is terminated by the Developer, or the Developer to renew the financial surety sixty (60) days prior to its expiration.

The Developer may request reduction of the surety based upon prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the Developer annually. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City based

on the City's Surety to Guarantee Private Construction of Public Improvements Policy for private projects or City's Surety to Guarantee Payment of Special Assessments Policy for public projects. In no event shall the surety guarantees be less than five percent (5%) of the original surety guarantees until all Plan B Improvements have been constructed, approved and accepted by the City in accordance with the City's policy.

Upon completion of the Plan B Improvements and acceptance thereof by the City, the Developer shall deliver to the City cash, maintenance bond or a letter of credit, compliant with the City form, from the Developer or his contractor in an amount suitable to ensure the quality of the work for any required warranty period.

The City will process the release of the security provided within a reasonable time after Completion of the Development as determined by the City Engineer.

5. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications on file with the City Engineer. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. As a condition of Private Construction, the Developer shall commit to installing the necessary trunk sanitary storm sewer with their first phase. The Developer shall extend the trunk sanitary sewer to service the Thone property to the west of the Property by no later than 75 days from the execution of this agreement by the City.
6. The City shall provide and Developer shall escrow funds for all staking, surveying, and resident inspection for the above described improvements in order to insure that the completed improvements conform to the approved plans and specifications. The City will provide for general inspection and shall be notified of all tests to be performed. It is agreed that the estimated cost of such improvements including charges of the City for legal, planning, engineering services, financial, fiscal, including inspection, supervision, and administration costs, all of which shall be billed at the City's normal rates therefor, shall be included in the total cost of Plan B cash escrow as identified on Exhibit C.

The Administrative fees shall be collected through an escrow to be funded by the Developer, based on the estimated costs of the improvements. The escrow deposit shall be made at the time of City approval of the final construction plans and specifications. The balance of the escrow deposit will be accounted for by the City. Upon notification of the City, the Developer shall submit additional amounts to the escrow to reimburse any additional charges. Likewise, upon completion of the project, the City shall

refund any remaining balance to the Developer.

At the written request of the Developer, the City shall provide the Developer with a detailed accounting of all public and private engineering fees, except the five and one-quarter percent (5¼%) Administrative set fee, that have been charged against the escrow. In any event the Developer shall not be obligated to deposit additional funds into escrow without first being provided with an accounting of how the said funds previously deposited have been expended. More frequent requests other than the quarterly requests of accounting of public and private engineering fee expenditures shall be requested in writing by the Developer to the Director of Finance and an escrow research fee shall be charged against the aforementioned escrow account.

7. The Developer shall submit in written form the progress schedule and the schedule for order of completion of the work covered by this contract. It is further agreed that upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control which will delay the completion of the work, the City Council, at its discretion, may extend the date herein before specified for completion and that any security required shall be continued by the Developer to cover the work during this extension of time. It is distinctly understood and agreed that all work covered by contract shall be done at no expense to the City of Woodbury except as may be provided in the special Conditions of Approval attached hereto and made a part hereof. Copies of all bids, change orders, contracts, progress payment verification, suppliers, subcontractors, etc. shall be forwarded to the City Engineer for his files.
8. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and Special Conditions of this contract for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.
9. Any such work or materials which may be done or furnished by the contractor without such written order first being given shall be at his own risk, cost, and expense, and contractor hereby agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.
10. Upon completion of all the work required the City Engineer or his designated representative, a representative of the contractor, and a representative of the Developer's Engineer will make a final inspection of the work. Before final payment is made to the contractor by the Developer, the City Engineer shall verify that all work is satisfactorily completed in accordance with the approved plans and specifications; and the Developer's



Engineer shall submit a written statement attesting to same.

Upon making final payment, the Developer shall submit certification that the project is free of claims, liens, and any other encumbrances.

11. The City of Woodbury City Council and its agents or employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material men, laborers, or to any other person or persons whomsoever, for any claim, demand, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the performance and completion of the work and the improvements provided herein. The Developer will save the City harmless from all such claims, demands, damages, actions, or causes of actions or the costs, disbursement, and expenses of defending the same, specifically including, without intending to limit the categories of the same, cost and expenses for City administrative time and labor, costs of consulting engineering services, and costs of legal services rendered in connection with defending such claims as may be brought against the city, except for those claims or actions arising out of the City's negligence or bad faith conduct.
12. Upon completion of the work, the Developer and/or his contractor shall be required to furnish the City a two-year warranty guaranteeing said work to the City.
13. Street and sidewalk construction.  
  
The City has adopted a street and sidewalk construction policy which details practices and standards for new residential areas. The policy includes concrete curb and sidewalk construction and inspection criteria, which must be satisfied before the City will accept said improvements.  
  
These criteria apply to both public and private streets.
14. Irrigation systems installed within City right of way are solely the property, responsibility, and risk of the developers, homeowners association, or individual homeowners. The City is not responsible or liable for any damage or relocation as a result of City use of or future changes in the right of way.
15. The Developer shall enforce all required erosion control practices as required by the City. The City reserves the right, if not cured by Developer within twenty four (24) hours after notice thereof, to utilize funds deposited for Plan A, building permit escrow, and Planning application escrows to correct identified erosion issues. The following items shall be strictly

enforced:

- a.) All material stockpiles shall be located no less than five (5) feet from back of curb. An appropriate erosion control shall surround all material stockpiles.
- b.) The Developer or designee shall perform street sweeping on a regular basis or if directed by the City. The Developer shall hold ultimate responsibility for street sweeping.
- c.) Regular inspection of individual lots shall be completed by the builder and Developer to ensure erosion control compliance. Identified repairs shall be completed in a timely manner. The Developer shall hold ultimate responsibility for compliance.

J. General:

1. Growth Management

Pursuant to the City's Growth Management Policy, it is deemed that the number of lots contained in the subdivision is consistent with the Policy.

2. Conditions of Approval

See Exhibit E attached hereto and made a part hereof by reference.

3. Binding Effect:

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them. The Agreement, at the option of the City, shall be placed on record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision and all recording fees, if any, shall be paid by the Developer.

The terms and provisions of this Developer's Agreement shall not be binding upon the owners of individual units, and shall not be deemed to run with the title of the individual units of the development. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Developer's Agreement. In the event that the Developer reasonably believes it is necessary to file a record evidence that a particular unit or lot is not bound by the terms of this Agreement, the City Administrator shall be authorized to execute the necessary documents to reflect this on behalf of the City.

4. Incorporation of Reference:

All plans, special provisions, proposals, specifications, and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made part of this Agreement by reference as fully as if set out herein in full.

5. Notice:

Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or mailed postage prepaid, certified mail, return mail requested:

a) as to Developer: D.R. Horton, Inc- Minnesota  
20860 Kenbridge Ct #100  
Lakeville, MN 55044  
Attn: Ron Mullenbach

b) as to City: City of Woodbury  
8301 Valley Creek Road  
Woodbury, MN 55125  
Attn: Eric Searles

Or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

6. Notice/Remedies on Default or Violation of this Agreement:

Whenever any event of default or failure to conform to the terms and conditions of this Agreement occurs, the City shall give written notice of the event of default or failure to perform to the Developer by United States Mail at its last known addresses. If the Developer fails to cure the event of default or failure to perform within thirty (30) days after the date of the mailed notice, in addition to any other remedy provided in this Agreement and without waiver of any such right, the City may avail itself of any or all of the following remedies for as long as the Developer is in default.

- a. Halt all plat development work and construction of development improvements until such time as the event of default is cured.
- b. Suspend the issuance of or decline to issue building permits as to any lot until such time as the event of default is cured.
- c. Apply to a court of competent jurisdiction to enjoin continuation of the event of default.
- d. If the event of default is a failure of the Developer to complete,

construct, install, or correct the development improvements in accordance with the plans and specifications and this Agreement, the City may perform the construction or work and the Developer shall reimburse the City for its expenses incurred. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. The Developer consents to such an action by the City and waives any claims Developer may have against the City for damage in the event the City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement.

- e. Terminate this Agreement by written notice to Developer, at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties imposed hereunder shall be null and void.
- f. With at least five (5) days written notice to Developer, draw upon and utilize Developer's funds and/or security in order to cover the costs of the City in order to correct the event of default.

[signature page to follow]

IN WITNESS WHEREOF, the City and Developer have caused this agreement to be duly executed on the day and year first above written.

In Presence Of

Bexanne M. Mowels

Justie H. Cooper

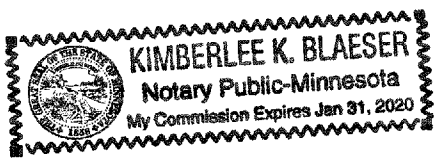
CITY OF WOODBURY  
By Mary Giuliani Stephens  
Mary Giuliani Stephens  
Its Mayor

And Clinton Gridley  
Clinton Gridley  
Its City Administrator

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF WASHINGTON        )

On this 31 day of August 2017, before me, a Notary Public within and for said County, personally appeared MARY GIULIANI STEPHENS and CLINT GRIDLEY, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Woodbury, the municipal corporation named in the foregoing instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and appeared MARY GIULIANI STEPHENS and CLINT GRIDLEY acknowledged said instrument to be the free act and deed of said municipal corporation.

Kimberlee K. Blaese  
Notary Public



NAME

By *James R. Slaikeu*

Its *Vice President*

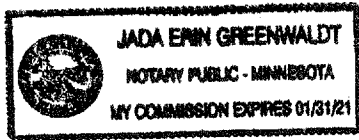
Name (Print): James R. Slaikeu

STATE OF MINNESOTA )

COUNTY OF *Dakota* ) ss.

(CORPORATE ACKNOWLEDGEMENT)

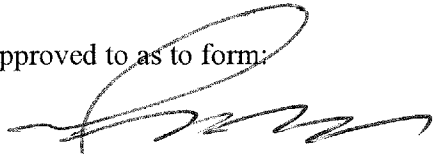
On this *10th* day of *August*, 2017, before me, a Notary Public within and for said County personally appeared James R. Slaikeu being by me duly sworn did say that he is the *Vice President* of D.R. Horton, Inc- Minnesota, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said James R. Slaikeu acknowledged said instrument to be the free act and deed of said corporation.



*Jada Greenwaldt*  
Notary Public

**See attached Land Owner Consent to Developer's Agreement**

Approved to as to form:



---

City Attorney

THIS INSTRUMENT WAS DRAFTED BY:

Mark J. Vierling

ECKBERG, LAMMERS, BRIGGS, WOLFF, & VIERLING

1809 Northwestern Avenue

Stillwater, MN 55082

## EXHIBIT A

### PARCEL A:

That part of the Southeast Quarter of Section 28, Township 28, Range 21, Washington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 0 degrees 9 minutes 51 seconds East, assumed bearing along the east line of said Southeast Quarter, a distance of 66.34 feet to the south line of the North One Acre of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 28; thence South 89 degrees 58 minutes 52 seconds West along said south line, a distance of 656.65 feet to the west line of said East Half of the Northeast Quarter of the Southeast Quarter; thence South 0 degrees 11 minutes 13 seconds East along said west line, a distance of 84.11 feet to the point of beginning; thence North 89 degrees 56 minutes 38 seconds West, a distance of 522.00 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 209.67 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 94.50 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 193.25 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 118.50 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 97.44 feet; thence on a bearing of East, a distance of 90.32 feet; thence on a bearing of North, a distance of 46.61 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 193.53 feet; thence North 0 degrees 11 minutes 13 seconds West, a distance of 294.35 feet; thence northerly, along a tangential curve, concave to the west, having a central angle of 33 degrees 33 minutes 26 seconds, a radius of 100.00 feet for an arc distance of 58.57 feet to a point of reverse curve; thence northeasterly, along said tangential reverse curve having a central angle of 123 degrees 33 minutes 26 seconds and a radius of 50.00 feet for an arc distance of 107.82 feet more or less to said west line of the East Half of the Northeast Quarter of the Southeast Quarter; thence North 0 degrees 11 minutes 13 seconds West, not tangent to said curve and along said west line, a distance of 24.56 feet to the point of beginning.

Containing 199,170.94 square feet or 4.572 acres, more or less.



**PARCEL B:**

That part of the Southeast Quarter of Section 28, Township 28, Range 21, Washington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 0 degrees 9 minutes 51 seconds East, assumed bearing along the east line of said Southeast Quarter, a distance of 1,332.32 feet to the south line of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 89 degrees 48 minutes 55 seconds West along said south line, a distance of 75.00 feet to the point of beginning; thence continue North 89 degrees 48 minutes 55 seconds West along said south line, a distance of 451.56 feet to a point distant 129.59 feet east of the west line of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 28, as measured along said south line; thence South 52 degrees 41 minutes 50 seconds East, a distance of 99.01 feet; thence South 37 degrees 4 minutes 41 seconds East, a distance of 60.18 feet; thence South 11 degrees 24 minutes 26 seconds East, a distance of 77.93 feet; thence South 49 degrees 18 minutes 15 seconds East, a distance of 65.69 feet; thence South 36 degrees 19 minutes 50 seconds West, a distance of 200.00 feet; thence North 53 degrees 40 minutes 10 seconds West, a distance of 17.95 feet; thence South 36 degrees 39 minutes 42 seconds West, a distance of 72.13 feet; thence southwesterly, along a tangential curve, concave to the southeast, having a central angle of 20 degrees 42 minutes 0 seconds, a radius of 170.00 feet for an arc distance of 61.42 feet; thence South 55 degrees 46 minutes 45 seconds East not tangent to said curve, a distance of 145.70 feet; thence South 17 degrees 56 minutes 22 seconds East, a distance of 19.14 feet; thence South 7 degrees 30 minutes 37 seconds East, a distance of 36.82 feet; thence South 0 degrees 9 minutes 51 seconds East, a distance of 165.45 feet; thence South 5 degrees 47 minutes 21 seconds West, a distance of 42.14 feet; thence South 15 degrees 0 minutes 51 seconds West, a distance of 41.44 feet; thence South 55 degrees 16 minutes 2 seconds East, a distance of 140.40 feet; thence southwesterly, along a non-tangential curve, concave to the northwest, having a central angle of 8 degrees 49 minutes 24 seconds, a radius of 195.00 feet for an arc distance of 30.03 feet, the chord of said curve bears South 39 degrees 8 minutes 40 seconds West; thence North 55 degrees 18 minutes 15 seconds West not tangent to said curve, a distance of 152.85 feet; thence South 74 degrees 9 minutes 5 seconds West, a distance of 63.46 feet; thence North 89 degrees 36 minutes 42 seconds West, a distance of 212.35 feet; thence southerly, along a non-tangential curve, concave to the west, having a central angle of 23 degrees 21 minutes 20 seconds, a radius of 330.00 feet for an arc distance of 134.52 feet, the chord of said curve bears South 12 degrees 55 minutes 18 seconds East; thence South 89 degrees 36 minutes 42 seconds East not tangent to said curve, a distance of 35.13 feet; thence South 0 degrees 23 minutes 18 seconds West, a distance of 217.44 feet to a line 75.00 feet north of and parallel to the south line of said Southeast Quarter; thence South 89 degrees 36 minutes 42 seconds East along said south line, a distance of 600.42 feet to a line 75.00 feet west of and parallel

to said east line of the Southeast Quarter; thence North 0 degrees 9 minutes 51 seconds West along said line, a distance of 1,257.05 feet to the point of beginning.

Containing 541,251.67 square feet or 12.425 acres, more or less.

**Parcel C:**

That part of the Southeast Quarter of Section 28, Township 28, Range 21, Washington County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter; thence South 0 degrees 9 minutes 51 seconds East assumed bearing along the east line of said Southeast Quarter a distance of 66.34 feet to the south line of the North one acre of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 28; thence South 89 degrees 58 minutes 52 seconds West along said south line, a distance of 656.65 feet to the west line of said East Half of the Northeast Quarter of the Southeast Quarter; thence South 0 degrees 11 minutes 13 seconds East along said west line, a distance of 84.11 feet; thence North 89 degrees 56 minutes 38 seconds West, a distance of 522.00 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 209.67 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 94.50 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 193.25 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 118.50 feet; thence South 0 degrees 11 minutes 13 seconds East, a distance of 97.44 feet; thence on a bearing of East, a distance of 90.32 feet; thence on a bearing of North, a distance of 46.61 feet; thence North 89 degrees 48 minutes 47 seconds East, a distance of 193.53 feet; thence North 0 degrees 11 minutes 13 seconds West, a distance of 294.35 feet; thence northerly, along a tangential curve, concave to the west, having a central angle of 33 degrees 33 minutes 26 seconds, a radius of 100.00 feet for an arc distance of 58.57 feet to a point of reverse curve; thence northeasterly, along said tangential reverse curve having a central angle of 123 degrees 33 minutes 26 seconds and a radius of 50.00 feet for an arc distance of 107.82 feet more or less to said west line of the East Half of the Northeast Quarter of the Southeast Quarter; thence South 0 degrees 11 minutes 13 seconds East not tangent to said curve and along said west line, a distance of 1,155.00 feet to the south line of said East Half of the Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 55 seconds East along said south line a distance of 129.59 feet to a point 526.56 feet west of the southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence South 52 degrees 41 minutes 50 seconds East, a distance of 99.01 feet; thence South 37 degrees 4 minutes 41 seconds East, a distance of 60.18 feet; thence South 11 degrees 24 minutes 26 seconds East, a distance of 77.93 feet; thence South 49 degrees 18 minutes 15 seconds East, a distance of 65.69 feet; thence South 36 degrees 19 minutes 50 seconds West, a distance of 200.00 feet; thence North 53 degrees 40 minutes 10 seconds West, a distance of 17.95 feet; thence

South 36 degrees 39 minutes 42 seconds West, a distance of 72.13 feet; thence southwesterly, along a tangential curve, concave to the southeast, having a central angle of 20 degrees 42 minutes 0 seconds, a radius of 170.00 feet for an arc distance of 61.42 feet; thence South 55 degrees 46 minutes 45 seconds East not tangent to said curve, a distance of 145.70 feet; thence South 17 degrees 56 minutes 22 seconds East, a distance of 19.14 feet; thence South 7 degrees 30 minutes 37 seconds East, a distance of 36.82 feet; thence South 0 degrees 9 minutes 51 seconds East, a distance of 165.45 feet; thence South 5 degrees 47 minutes 21 seconds West, a distance of 42.14 feet; thence South 15 degrees 0 minutes 51 seconds West, a distance of 41.44 feet; thence South 55 degrees 16 minutes 2 seconds East, a distance of 140.40 feet; thence southwesterly, along a non-tangential curve, concave to the northwest, having a central angle of 8 degrees 49 minutes 24 seconds, a radius of 195.00 feet for an arc distance of 30.03 feet, the chord of said curve bears South 39 degrees 8 minutes 40 seconds West; thence North 55 degrees 18 minutes 15 seconds West not tangent to said curve, a distance of 152.85 feet; thence South 74 degrees 9 minutes 5 seconds West, a distance of 63.46 feet; thence North 89 degrees 36 minutes 42 seconds West, a distance of 212.35 feet; thence southerly, along a non-tangential curve, concave to the west, having a central angle of 23 degrees 21 minutes 20 seconds, a radius of 330.00 feet for an arc distance of 134.52 feet, the chord of said curve bears South 12 degrees 55 minutes 18 seconds East; thence South 89 degrees 36 minutes 42 seconds East not tangent to said curve, a distance of 35.13 feet; thence South 0 degrees 23 minutes 18 seconds West, a distance of 217.44 feet to a line 75.00 feet north of and parallel to the south line of said Southeast Quarter; thence South 89 degrees 36 minutes 42 seconds East along said south line, a distance of 600.42 feet to a line 75.00 feet west of and parallel to the east line of said Southeast Quarter; thence North 0 degrees 9 minutes 51 seconds West along said line, a distance of 1,257.05 feet to the south line of said East Half of the Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 55 seconds East along said south line, a distance of 75.00 feet to said east line of the Southeast Quarter; thence South 0 degrees 9 minutes 51 seconds East along said east line, a distance of 1,332.32 feet to the south line of said Southeast Quarter; thence North 89 degrees 36 minutes 42 seconds West along said south line, a distance of 917.65 feet to the east line of the West 393.61 feet of the Southeast Quarter of the Southeast Quarter; thence North 0 degrees 12 minutes 35 seconds West along said east line, a distance of 332.02 feet to the north line of the South 332.00 feet of said Southeast Quarter of the Southeast Quarter of said Section 28; thence North 89 degrees 36 minutes 42 seconds West along said north line, a distance of 393.63 feet to the west line of said Southeast Quarter of the Southeast Quarter; thence North 0 degrees 12 minutes 35 seconds West along said west line, a distance of 0.16 feet to the north line of the South 10 acres of the Southwest Quarter of the Southeast Quarter of said Section 28; thence North 89 degrees 36 minutes 42 seconds West along said north line, a distance of 984.85 feet to a point distant 326.70 feet easterly of the west line of said Southeast Quarter as measured along said

north line; thence North 68 degrees 7 minutes 37 seconds East, a distance of 240.91 feet; thence North 68 degrees 33 minutes 33 seconds East, a distance of 213.04 feet; thence North 62 degrees 47 minutes 51 seconds East, a distance of 98.81 feet; thence North 47 degrees 38 minutes 53 seconds East, a distance of 103.02 feet; thence North 32 degrees 46 minutes 45 seconds East, a distance of 137.23 feet; thence North 9 degrees 6 minutes 39 seconds East, a distance of 93.06 feet; thence North 2 degrees 27 minutes 7 seconds East, a distance of 140.21 feet; thence North 20 degrees 30 minutes 43 seconds West, a distance of 69.41 feet; thence North 4 degrees 4 minutes 0 seconds East, a distance of 59.99 feet; thence North 32 degrees 7 minutes 8 seconds East, a distance of 66.84 feet; thence North 57 degrees 54 minutes 59 seconds West, a distance of 372.32 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 32 degrees 20 minutes 22 seconds, a radius of 315.00 feet for an arc distance of 177.80 feet; thence South 89 degrees 44 minutes 39 seconds West tangent to said curve, a distance of 8.59 feet; thence South 81 degrees 30 minutes 53 seconds West, a distance of 60.62 feet; thence South 89 degrees 44 minutes 39 seconds West, a distance of 135.00 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 235.60 feet; thence on a bearing of East, a distance of 73.30 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 238.63 feet; thence North 14 degrees 20 minutes 0 seconds West, a distance of 61.86 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 165.00 feet; thence North 89 degrees 44 minutes 39 seconds East, a distance of 130.00 feet; thence North 75 degrees 57 minutes 7 seconds East, a distance of 69.22 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 167.75 feet; thence North 01 degree 27 minutes 50 seconds East, a distance of 62.33 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 149.47 feet; thence South 89 degrees 44 minutes 39 seconds West, a distance of 597.35 feet to the west line of said Southeast Quarter; thence North 0 degrees 15 minutes 21 seconds West along said west line, a distance of 175.36 feet to the north line of said Southeast Quarter; thence North 89 degrees 58 minutes 52 seconds East along said north line a distance of 2,626.69 feet to the point of beginning.

Containing 3,419,555.03 square feet or 78.502 acres, more or less.

**Parcel D:**

That part of the Southeast Quarter of Section 28, Township 28, Range 21, Washington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 58 minutes 52 seconds West assumed bearing along the north line of said Southeast Quarter, a distance of 2,626.69 feet to the west line of said Southeast Quarter; thence South 0 degrees 15 minutes 21 seconds East along said west line, a distance of 175.36 feet to the point of beginning; thence

continue South 00 degrees 15 minutes 21 seconds East, along said west line, a distance of 2,138.49 feet to the north line of the South 10 acres of the Southwest Quarter of the Southeast Quarter of said Section 28; thence South 89 degrees 36 minutes 42 seconds East along said north line, a distance of 326.70 feet to a point distant 984.85 feet westerly of the east line of the Southwest Quarter of said Southeast Quarter as measured along said north line; thence North 68 degrees 7 minutes 37 seconds East, a distance of 240.91 feet; thence North 68 degrees 33 minutes 33 seconds East, a distance of 213.04 feet; thence North 62 degrees 47 minutes 51 seconds East, a distance of 98.81 feet; thence North 47 degrees 38 minutes 53 seconds East, a distance of 103.02 feet; thence North 32 degrees 46 minutes 45 seconds East, a distance of 137.23 feet; thence North 9 degrees 6 minutes 39 seconds East, a distance of 93.06 feet; thence North 2 degrees 27 minutes 7 seconds East, a distance of 140.21 feet; thence North 20 degrees 30 minutes 43 seconds West, a distance of 69.41 feet; thence North 4 degrees 4 minutes 0 seconds East, a distance of 59.99 feet; thence North 32 degrees 7 minutes 8 seconds East, a distance of 66.84 feet; thence North 57 degrees 54 minutes 59 seconds West, a distance of 372.32 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 32 degrees 20 minutes 22 seconds, a radius of 315.00 feet for an arc distance of 177.80 feet; thence South 89 degrees 44 minutes 39 seconds West tangent to said curve, a distance of 8.59 feet; thence South 81 degrees 30 minutes 53 seconds West, a distance of 60.62 feet; thence South 89 degrees 44 minutes 39 seconds West, a distance of 135.00 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 235.60 feet; thence on a bearing of East, a distance of 73.30 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 238.63 feet; thence North 14 degrees 20 minutes 0 seconds West, a distance of 61.86 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 165.00 feet; thence North 89 degrees 44 minutes 39 seconds East, a distance of 130.00 feet; thence North 75 degrees 57 minutes 7 seconds East, a distance of 69.22 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 167.75 feet; thence North 01 degree 27 minutes 50 seconds East, a distance of 62.33 feet; thence North 0 degrees 15 minutes 21 seconds West, a distance of 149.47 feet; thence South 89 degrees 44 minutes 39 seconds West, a distance of 597.35 feet to said west line of the Southeast Quarter and the point of beginning.

Containing 1,412,593.64 square feet or 32.429 acres, more or less.

TO BE PLATTED TO

COPPER RIDGE

**EXHIBIT B**

**Plan A Activities**

**Security Requirements Worksheet**

Plan A Activities

- 
- 1) EOF Restoration
  - 2) Street Signs
  - 3) Street Lights
  - 4) Street Sweeping
  - 5) Erosion Control
  - 6) Utility Protection and Repair
  - 7) Required 4 inches of topsoil
  - 8) Street Protection and Repair
  - 9) Pond and Infiltration Protection, Repair, and Clean-up
- 

Subtotal	\$139,200.00
25% Bond Security	<u>\$34,800.00</u>
<b>Plan A Security Required</b>	<b>\$174,000.00</b>

**EXHIBIT C**

**Plan B Improvements**

The following improvements under Plan B will be constructed by the Developer. The improvements will be constructed at the Developer's expense. The following improvements under Plan B will be constructed according to the terms, conditions, and specifications of the City as outlined in this Agreement.

<b>Plan B Improvements</b>	<b>Construction Costs*</b>
1) Lateral and Trunk Sanitary Sewer	\$844,000.00
2) Lateral and Trunk Water Main	\$708,700.00
3) Services	\$231,200.00
4) Lateral Storm Sewer	\$1,431,900.00
5) Initial Street Improvements (Concrete Curb with Wedge)	\$1,720,800.00
6) Final Street Improvements (Future Project)	\$505,000.00
	<hr/>
Estimated Construction Costs	\$5,441,600.00
25% Bond Security	\$1,360,400.00
<b>Security Required</b>	<b>\$6,802,000.00</b>

\*Construction costs taken from the Preliminary Report, dated June 15, 2017.

**Plan B Improvements Fee and Escrow:**

City Admin. & Engineering Fee (5.25 %)	\$285,684.00
Testing and Misc. Escrow	\$75,000.00
Plan and Specs, project review, staking, etc and Inspection Escrow (Not including the previously posted \$39,400.00 to be used for payment for the Preliminary Report and \$191,130 to be used for payment of Plans and Specs)	\$878,002

**Plan B Fee and Escrow \$1,238,686.00**

**Letter of Credit Administration Fee: \$2,000.00**

## EXHIBIT D

### Area Charges, Contributions, Connection Charges, and Securities

All properties in the City of Woodbury are assigned area charges as improvements are installed. The area charges are used to fund necessary off site trunk utility and roadway improvements.

#### 108.22 Net Developable Acres

Trunk Sanitary Sewer					
Trunk Water Main					
Water Main Lateral Benefit					
Trunk Storm Sewer					
Future Street Maintenance					
Mitigation for Traffic Impacts to Pioneer Drive, Dale Road, Bailey Road, and the Pioneer Drive and Dale Road intersection.					
	<b>Total Charges</b>				<b>\$4,338,324.37</b>
Less Trunk Sanitary Sewer Credit (construction costs plus 54% of indirect costs)					(\$540,042.00)
Less Trunk Water Main Credit (project costs)					(\$228,100.00)
Less Storm Sewer Credit (project costs)					(\$92,600.00)
	<b>Total Charges</b>				<b>\$3,477,582.37</b>

#### Charges to be collected under Copper Ridge 1st Addition

Trunk Sanitary Sewer					
Sanitary Sewer Lateral Benefit					
Trunk Water Main					
Trunk Storm Sewer					
Future Street Maintenance					
Mitigation for Traffic Impacts to Pioneer Drive, Dale Road, Bailey Road, and the Pioneer Drive and Dale Road intersection.					
	<b>Sub-Total Charges</b>				<b>\$1,902,182.36</b>
Less Trunk Sanitary Sewer Credit (construction costs plus 54% of indirect costs)					(\$540,042.00)
Less Trunk Water Main Credit (project costs)					(\$228,100.00)
Less Storm Sewer Credit (project costs)					(\$92,600.00)
	<b>Total Charges</b>				<b>\$1,041,440.36</b>



## EXHIBIT E

### Conditions of Approval

All conditions that are set forth hereinafter are the obligations of the Developer. The conditions for the project as approved by the City Council are as follows:

1. The PUD and CUP approval shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted.
2. The Preliminary Plat approval shall expire six months from the date of the City Council approval unless a Final Plat has been requested or a time extension granted by the City Council.
3. Final park dedication shall be paid via a combination of land dedication, improvements, and cash dedication. Final dedication shall be memorialized in the Development Agreement.
4. The PUD transfer shall authorize a maximum of 45 units of density transfer to the Ridge East LLC property.
5. This PUD approval shall only grant the density transfer for the Ridge East LLC property. Prior to site development, the site shall be required to apply for Preliminary Plat, Conditional Use and Site and Building Plan approvals.
6. Prior to the release of the Final Plat, the Applicant shall provide street names for approval by the Building Official.
7. Staff shall review and approve the final landscaping plan showing an average of three trees per lot prior to the release of the Final Plat for recording. No less than two trees shall be provided on each lot with one tree located in both the front and rear yard. The final landscaping plan shall meet the City's landscaping diversity ordinance.
8. A revised landscaping and lighting plan for the proposed MSA route shall be reviewed and approved in writing by the Planning staff.
9. A Development Agreement shall be fully executed prior to the release of the Final Plat for recording.
10. Prior to the approval of the Final Plat, all required findings of Chapter 21-16 shall be met. This includes participation for public infrastructure including storm sewer, water, sanitary and transportation infrastructure.
11. Prior to the issuance of a land disturbance permit, the Applicant shall grant, at no cost, a City approved public drainage and utility easement to provide sanitary sewer connection to the property to the west.

12. Prior to the issuance of a land disturbance permit a final grading plan for the public park area shall be reviewed and approved by the Parks and Recreation Division. The Applicant shall grade the site per the final plan and wholly at their cost.

Engineering Conditions:

1. The Applicant shall be financially responsible for all applicable water, sanitary sewer and storm sewer area and connection charges. Rates applied shall be those in effect at the time of Final Plat approval and will be memorialized in a feasibility/preliminary report for the project.
2. The Applicant shall be financially responsible for trunk sanitary sewer and trunk watermain lateral benefit charges applicable to the site. Lateral benefit charges will be based on the rates in effect for the year the Development Agreement is executed.
3. Prior to the issuance of a Land Disturbance Permit, the proposed stormwater facility designs shall meet the City's stormwater design standards including infiltration, quality and quantity ponding.
4. All on-site permanent road rights-of-way, outlots, drainage and utility and ponding easements, and any permanent and temporary construction easements necessary for utility, street and pathway improvements adjacent to and within the development shall be dedicated to the City of Woodbury at no cost, without encumbrances or restrictions prior to release of the Final Plat for recording. Title opinions shall accompany all deeds addressing current ownership.
5. The Applicant shall be responsible for compliance with the City's Land Disturbance and Erosion and Sediment Control Ordinance and must obtain a Land Disturbance Permit along with any necessary right-of-way permits from the City's Engineering Division prior to the commencement of any site activities or site disturbance. The Developer will also be responsible for obtaining any other permits necessary from other applicable agencies such as the Minnesota Pollution Control Agency NPDES Permit for Construction Activities permit prior to commencing any site activities.
6. The Applicant shall provide approved street lighting at every intersection, end of cul-de-sac and/or every 300 feet. Major roadway street lighting shall also be provided at the intersection of Pioneer Drive and the MSA road.
7. Right-of-way (ROW) as well as areas needed for ponding shall be platted and dedicated to the City as outlots. The outlots shall then be dedicated to the City of Woodbury by separate documents, at no cost, without any encumbrances or restrictions prior to release of the Final Plat for recording. A title opinion shall accompany the deeds addressing current ownership.
8. Where public utilities and/or overland emergency overflows run adjacent to side or rear lot lines, easements shall be a minimum of 10 feet wide on each side of the lot line. If the utilities are deeper than 10 feet the easement width for each lot is calculated at a 1:1 depth to width ratio from the centerline of the utility. The easement width shall then be adjusted to the nearest five (5) foot increment.

9. The Applicant shall be responsible for protecting all on- or off-site storm sewer infiltration basins and components and adjacent storm sewer facilities from exposure to stormwater runoff, sediment and debris during construction activities. Temporary stormwater facilities may be necessary to protect the aforementioned improvements during all construction activities. Construction and maintenance of any temporary stormwater facilities shall be the responsibility of the Developer. A SWPPP shall be submitted to the City for review and approval as part of the land disturbance permit process.
10. Temporary sediment basins shall be identified on the grading plan that are sufficient in size to address stormwater management during construction. These basins shall be located out of the right-of-way and be maintained throughout housing construction.
11. The Applicant shall provide bi-annual mowing of all outlots, easements, and other vegetated areas for a minimum of two growing seasons. Prior to acceptance, all outlots shall be reviewed and approved in writing by City staff.
12. Final utility and storm sewer revisions shall be made by the City's consultant engineer for the project. Any required changes to the plat due to the final utility design shall be made as part of the Final Plat submittal.
13. The lowest ground elevation (LGE) adjacent to surrounding homes or structures shall be a minimum of one and one half (1.5) feet above any adjacent EOF.
14. Catch basins with a 4-foot sump shall be installed as the last catch basin prior to the discharging to any stormwater pond.
15. All homes shall have a 25 foot useable backyard area (flat for approximately 25 feet out from the house pad). All drainage swales shall have a minimum grade of 2.0%. The grading plan note currently identifies a minimum drainage swale grade of 1.75%.
16. Outlots and easements that contain public structures and utilities shall be kept free of landscaping and retaining walls. All pond accesses and maintenance benches shall be kept free of planting, retaining walls, etc.
17. Prior to the issuance of a Land Disturbance Permit, the Applicant shall provide updated plans that provide conduit crossings for irrigation lines to avoid utility conflicts.
18. All stop signs, as directed by the City, shall be shown on the final utility plan.

Park Dedication based on 123.92 Net Acres and 377 units for the project shall be satisfied as follows:

377 units @ \$3,500 per unit = \$1,319,500 full cash dedication

- Less \$361,478 for land (3.3 acres from Pre Report) and trail improvements.
  - Total cash dedication for Copper Ridge is \$958,022 or \$2,541 per unit
  - Phase 1 Required Park Dedication is \$376,068 for 148 of 377 units and shall be paid prior to the release of the Final Plat for recording.

**EXHIBIT F**

**Contractors, Labor, and Materials**

The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this contract. The City reserves the right to preclude the use of any contractor as selected by the developer when that contractor has had a poor performance history within the City as solely determined by the City or is otherwise deemed by City staff as not responsible.

In case any material or labor supplied by the Developer shall be rejected by the City Engineer or his designated representative as defective or unsuitable, then such rejected material shall be removed and replaced with approved material and the rejected labor shall be done anew to the specifications and approval of the City Engineer and at the sole cost and expense of the Developer. It is specifically understood that Final Approval and Acceptance of this development project shall take the form of a Resolution duly passed by the Woodbury City Council, on the advice of the City Engineer.

**LAND OWNER CONSENT TO DEVELOPER'S AGREEMENT**

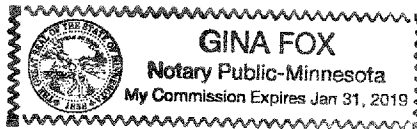
IN WITNESS WHEREOF, the undersigned, Woodbury ACS, LLC, owner of all or part of the Property, as defined in the attached Developer's Agreement, hereby acknowledge, warrant, and represent that they have reviewed all of the Developer's Agreement, that they understand that the attached Developer's Agreement binds the Property with certain restrictions and obligations and that they understand and comprehend how the Developer's Agreement restricts and obligates the Property. The undersigned hereby agree that the Property shall be bound by the foregoing Developer's Agreement and be subject to all the terms and conditions of the Developer's Agreement.

By: [Signature]  
Its: Manager

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF McLeod )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2017, by Stefan Hoyer the Manager of Woodbury ACS, LLC a Minnesota Limited Liability Company. Gina Fox

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



## ***Exhibit F***

# COPPER RIDGE

**KNOW ALL PERSONS BY THESE PRESENTS:** That D.R. Horton, Inc.—Minnesota, a Delaware corporation and Woodbury ACS, LLC, a Minnesota limited liability company, fee owners of the following described property situated in the County of Washington, State of Minnesota, to wit:

That part of the Southeast Quarter of Section 28, Township 28, Range 21, lying south of the following described line:

Commencing at the southeast corner of said Southeast Quarter; thence on an assumed bearing of North 00 degrees 09 minutes 51 seconds West, along the east line of said Southeast Quarter, a distance of 680.78 feet to the point of beginning of the line to be described; thence North 89 degrees 36 minutes 42 seconds West, along a line parallel with the south line of said Southeast Quarter, a distance of 2623.66 feet to the west line of said Southeast Quarter and there terminating. Except the South Ten (10) acres of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of said Section 28, and except the West 393.61 feet of the South 332.00 feet of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 28, Township 28, Range 21, Washington County, Minnesota.

That part of the Southeast Quarter of Section 28, Township 28, Range 21, lying north of the following described line:

Commencing at the southeast corner of said Southeast Quarter; thence on an assumed bearing of North 00 degrees 09 minutes 51 seconds West, along the east line of said Southeast Quarter, a distance of 680.78 feet to the point of beginning of the line to be described; thence North 89 degrees 36 minutes 42 seconds West, along a line parallel with the south line of said Southeast Quarter, a distance of 2623.66 feet to the west line of said Southeast Quarter and there terminating.

Except the East Half of the Northeast Quarter of the Southeast Quarter (E 1/2 of NE 1/4 of SE 1/4) except the North acre thereof, Section 28, Township 28 North, Range 21 West.

Has caused the same to be surveyed and platted as **COPPER RIDGE** and does hereby donate and dedicate the public ways, as shown on this plat and also dedicate the easements as created by this plat for drainage and utility purposes only.

In witness whereof said D.R. Horton, Inc.—Minnesota, a Delaware corporation, has caused these presents to be signed by its proper officer this 4<sup>th</sup> day of October, 2017.

**D.R. HORTON, INC.—MINNESOTA**

By [Signature]  
Its Vice President

**STATE OF MINNESOTA**  
COUNTY OF Dakota  
The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of October, 2017, by James R. Slaike, its Vice President of D.R. Horton, Inc.—Minnesota, a Delaware corporation, on behalf of the corporation.

[Signature] Deborah L. Ridgeway  
[Signature] Deborah L. Ridgeway  
Notary Public, Sec # County, Minnesota  
My Commission Expires 1/31/2020

In witness whereof said Woodbury ACS, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 14<sup>th</sup> day of October, 2017.

**WOODBURY ACS, LLC**  
By [Signature]  
Its Manager

**STATE OF MINNESOTA Florida**  
COUNTY OF Miami  
The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of October, 2017, by Stefan Foyer, its Manager of Woodbury ACS, LLC, a Minnesota limited liability company, on behalf of the company.

[Signature] Veronica Arevalo  
[Signature] Veronica Arevalo  
Notary Public, Miami Dade County, Minnesota Florida  
My Commission Expires Jan 28, 2019

I hereby certify that I have surveyed and platted or directly supervised the survey and plotting of the property described on this plat as **COPPER RIDGE**; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this 3<sup>rd</sup> day of October, 2017.  
[Signature]  
Craig W. Morse, Licensed Land Surveyor  
Minnesota License No. 23021

**STATE OF MINNESOTA**  
COUNTY OF **HENNEPIN**  
The foregoing Surveyor's Certificate was acknowledged before me on this 3<sup>rd</sup> day of October, 2017, by Craig W. Morse, Licensed Land Surveyor, Minnesota License No. 23021.

[Signature] Shannon Sinnen  
[Signature] Shannon Sinnen  
Notary Public, Carver County, Minnesota  
My Commission Expires January 31, 2016

**CITY OF WOODBURY, MINNESOTA**  
This plat was approved by the City Council of the City of Woodbury, Minnesota this 9<sup>th</sup> day of August, 2017, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

By [Signature] Mayor  
By [Signature] City Administrator

**COUNTY SURVEYOR**  
Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this 29<sup>th</sup> day of NOVEMBER, 2017.

By Michael J. Welling Washington County Surveyor  
By Michael R. McGuire LAND SURVEYOR

**COUNTY AUDITOR/TREASURER**  
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2017 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this 29 day of November, 2017.

By Kevin Corbid Washington County Auditor/Treasurer  
By Barbara Christanson Deputy

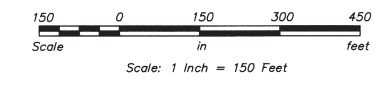
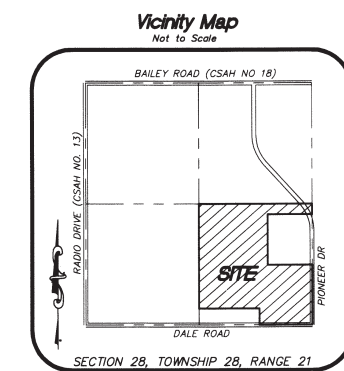
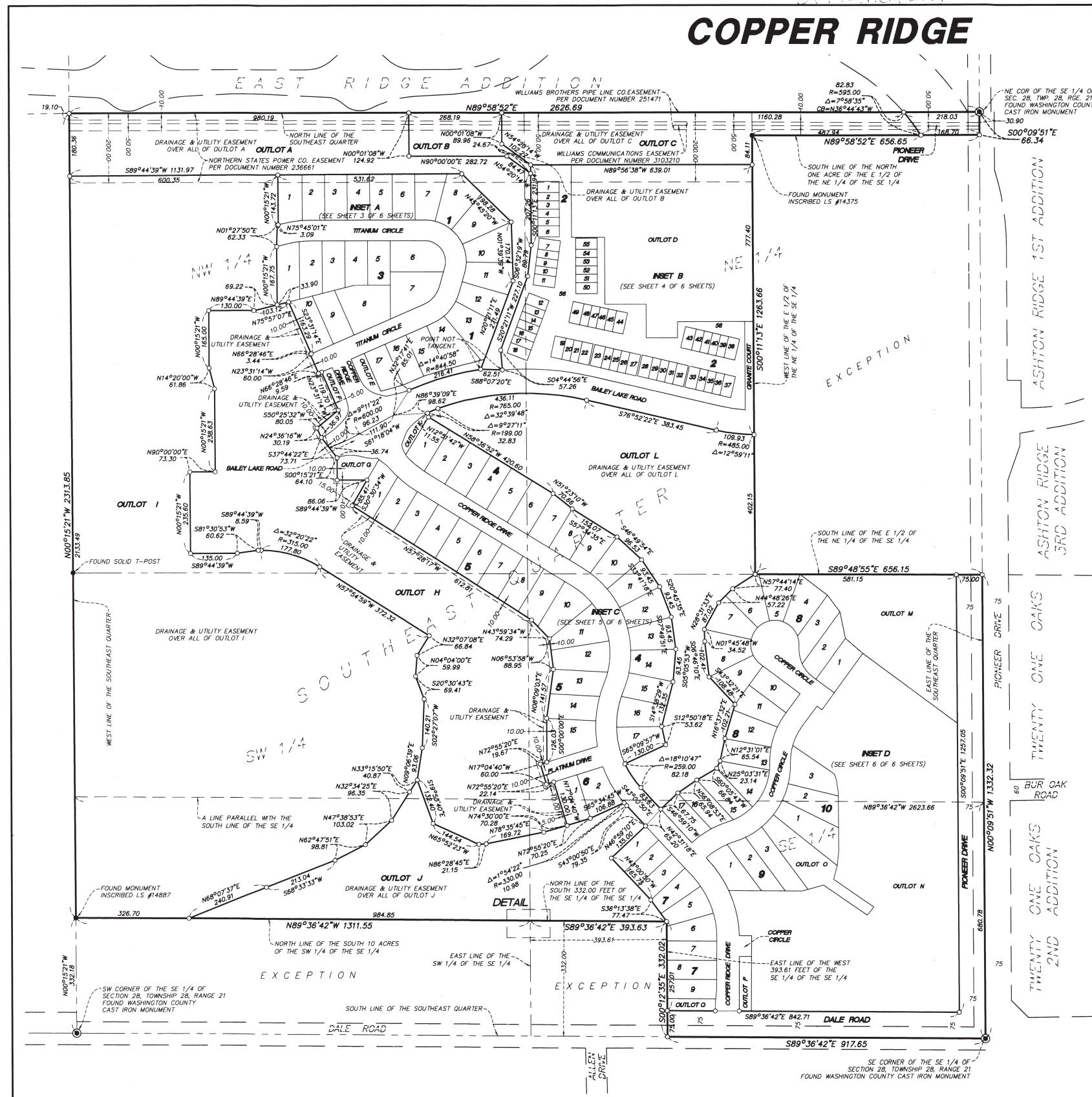
**COUNTY RECORDER**  
Document Number 4136899  
I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this 29 day of November, 2017, at 2:47 o'clock P.M., and was duly recorded in Washington County Records.

By Jennifer Waegenius Washington County Recorder  
By Barbara Christanson Deputy

# COPPER RIDGE

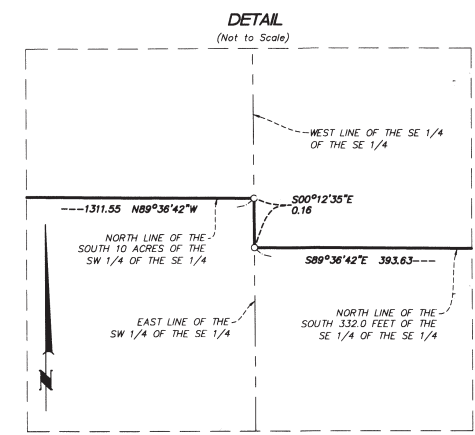
OFFICIAL PLAT

7469 B



The orientation of this bearing system is based on the west line of the Southeast Quarter of Section 28, Township 28, Range 21, which is assumed to bear N 00°15'21" W

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes found monument and marked as shown



**Westwood**  
Professional Services, Inc.



# COPPER RIDGE

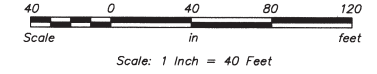
## INSET A

(FROM SHEET 2 OF 6 SHEETS)

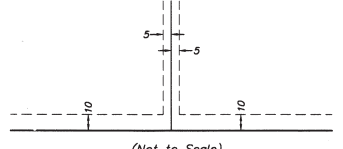


The orientation of this bearing system is based on the west line of the Southeast Quarter of Section 28, Township 28, Range 21, which is assumed to bear N 00°15'21" W

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes found monument and marked as shown



Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.

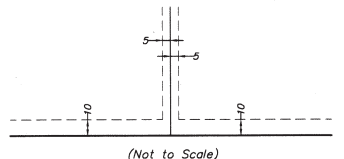
# COPPER RIDGE

## INSET B (FROM SHEET 2 OF 6 SHEETS)

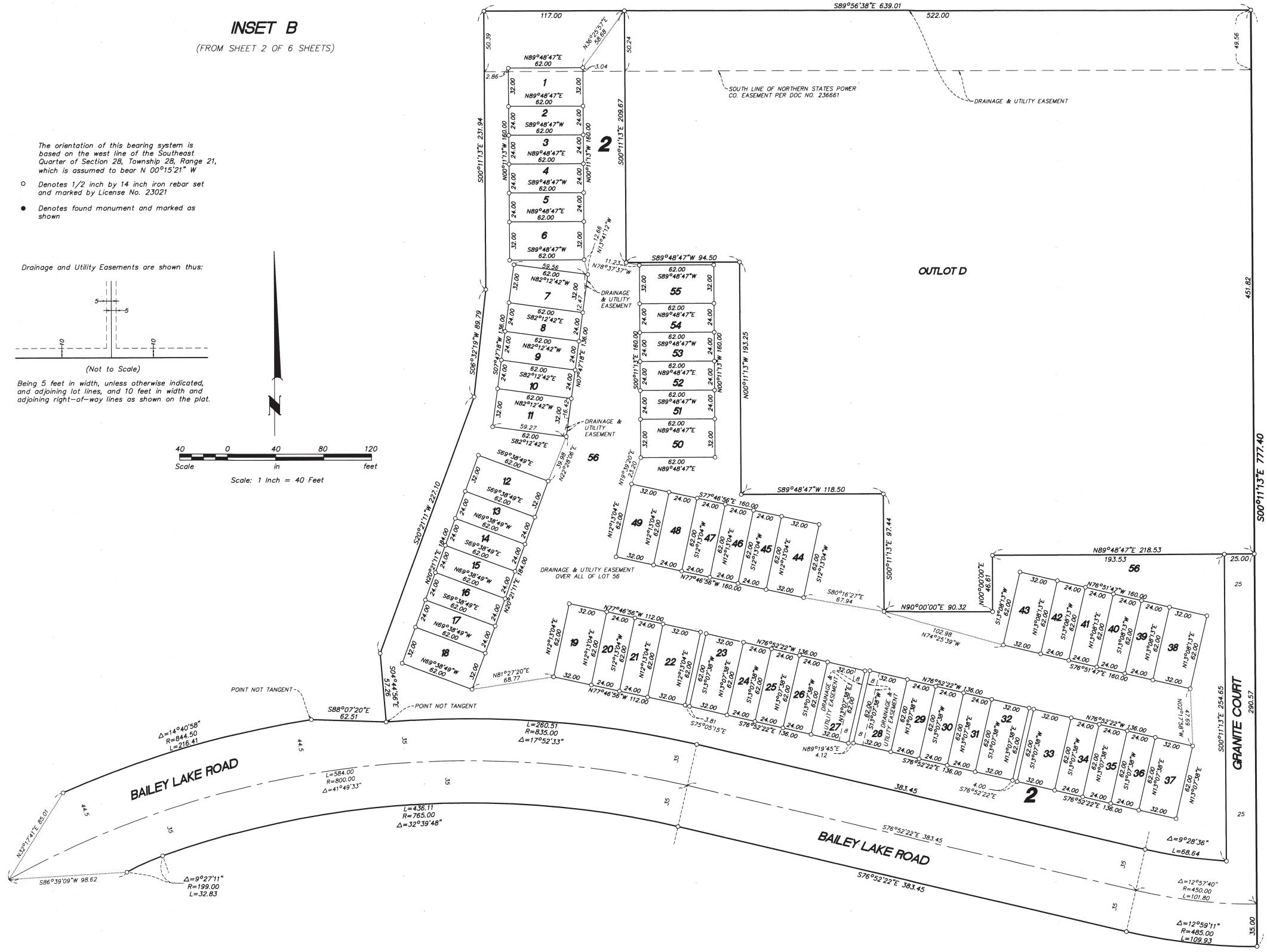
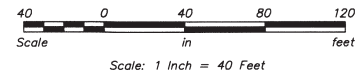
The orientation of this bearing system is based on the west line of the Southeast Quarter of Section 28, Township 28, Range 21, which is assumed to bear N 00°15'21" W

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes found monument and marked as shown

Drainage and Utility Easements are shown thus:



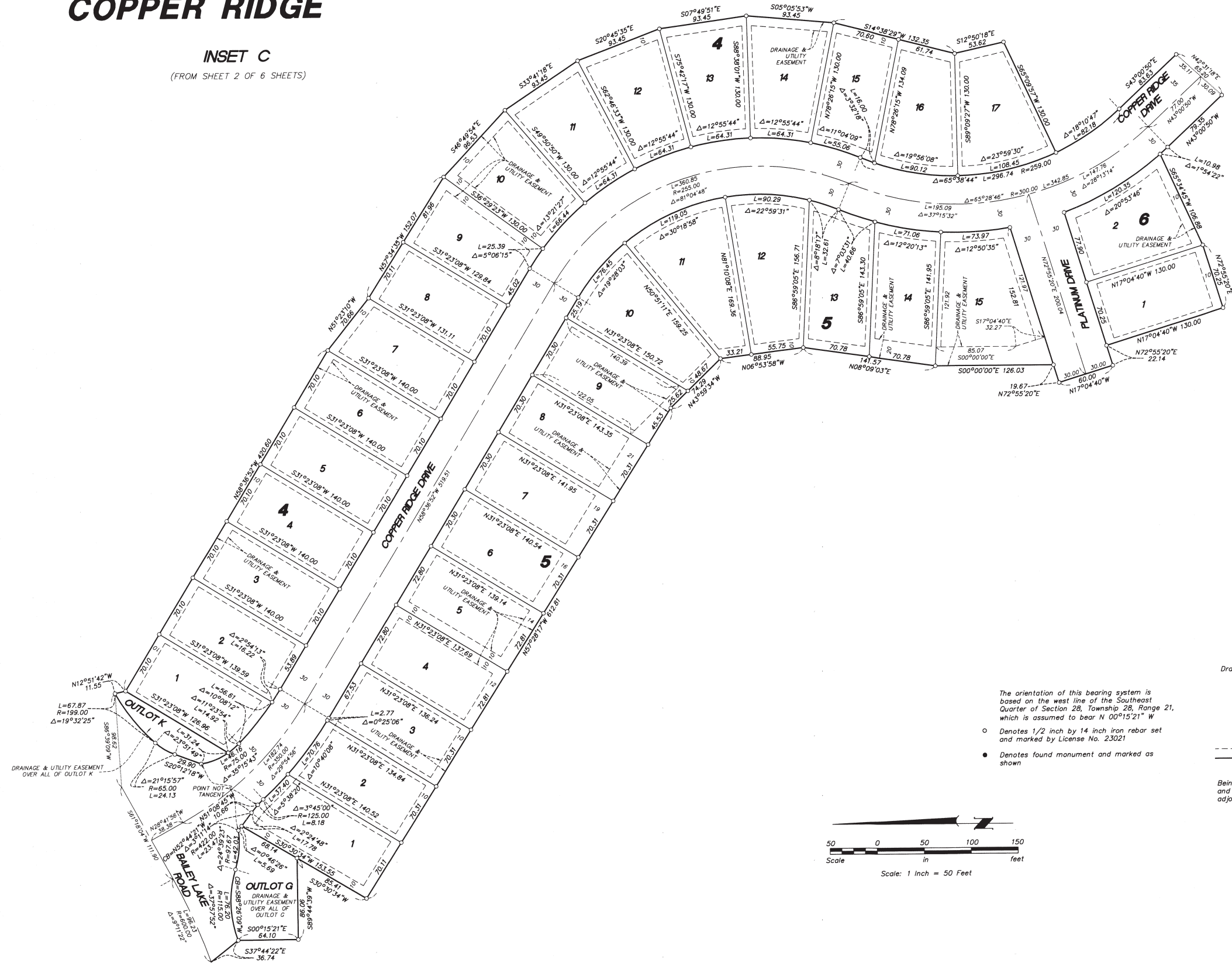
(Not to Scale)  
Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.



# COPPER RIDGE

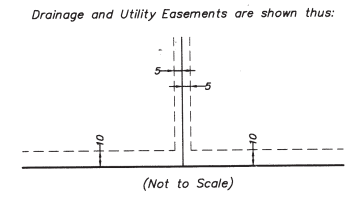
## INSET C

(FROM SHEET 2 OF 6 SHEETS)

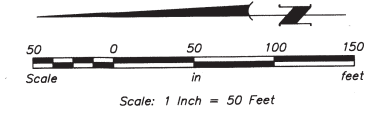


The orientation of this bearing system is based on the west line of the Southeast Quarter of Section 28, Township 28, Range 21, which is assumed to bear N 00°15'21" W

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes found monument and marked as shown

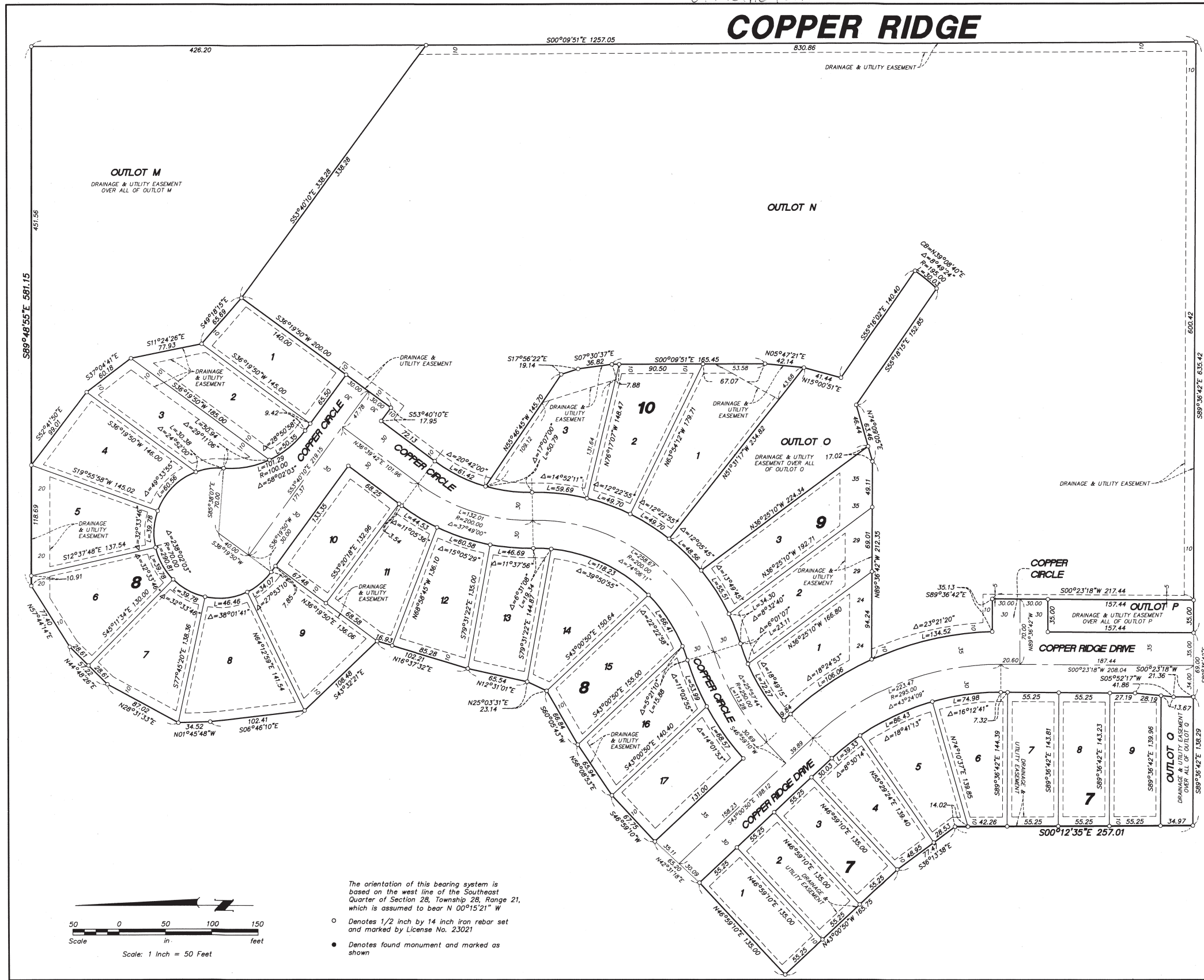


Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.



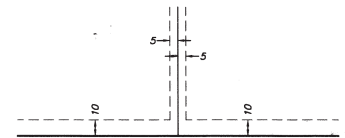
**Westwood**  
Professional Services, Inc.

# COPPER RIDGE



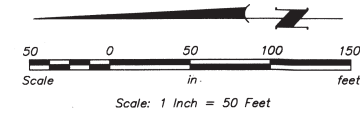
**INSET D**  
(FROM SHEET 2 OF 6 SHEETS)

Drainage and Utility Easements are shown thus:



(Not to Scale)

Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.



The orientation of this bearing system is based on the west line of the Southeast Quarter of Section 28, Township 28, Range 21, which is assumed to bear N 00°15'21" W

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes found monument and marked as shown

**Westwood**  
Professional Services, Inc.

## ***Exhibit G***

238661

MODIFICATION OF EASEMENT

WHEREAS, the Northern States Power Company, a corporation, now owns an easement granting it the right to erect and maintain electric transmission lines over and across certain property owned by Glen D. Oehlke and Inez S. Oehlke, husband and wife, situated in Washington County, Minnesota, and described as follows:

A parcel of land consisting of that part of the following described tract, to-wit:

The Undivided Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Twenty-eight (28) North, Range Twenty-one (21) West, except therefrom the South Ten (10) acres of the Southwest Quarter of the Southeast Quarter of said Section Twenty-eight (28),

which lies and is described as follows:

The North Two Hundred (200) feet of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Twenty-eight (28) North, Range Twenty-one (21) West.

WHEREAS, this easement was acquired by a condemnation proceeding in the District Court of Washington County, Minnesota, in which an Amended Final Decree describing and setting forth the terms and conditions of said easement was entered on June 14, 1963, said Amended Final Decree being recorded in the office of the Register of Deeds of Washington County, Minnesota, on June 21, 1963, in Book 259 of Deeds, pages 61-68, and

WHEREAS, Paragraph 8 of said Amended Final Decree sets forth the limitations and conditions of said Easement and refers specifically to Parcel 3, the Oehlke tract, above described; and

WHEREAS, the said Northern States Power Company has requested certain modifications of the limitations and conditions of said easement as established and created by said Amended Final Decree:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by said Northern States Power Company to the said Oehlkes, receipt of which is hereby acknowledged, the said Glen D. Oehlke and Inez S. Oehlke, his wife, do hereby agree that the center line of the northerly transmission line referred to in said

Amended Final Decree shall be seventy-five (75) feet south of the north right-of-way line of the said easement rather than sixty (60) feet south of said north right-of-way line; and further agree that the wood pole structures referred to in said Amended Final Decree consisting of two (2) poles shall be so constructed at distances not greater than so that the poles will be located /fifteen (15) feet on either side of the center line of the said transmission lines rather than ten (10) feet on either side of the center line and that said Company is specifically granted the right to so locate and space its said transmission line and poles.

It is understood and agreed that all other terms and conditions of said easement and all rights acquired by the Northern States Power Company shall continue in effect as set forth in said Amended Final Decree and Stipulation dated Dec. 15, 1961.

IN WITNESS WHEREOF, we have duly executed this instrument this 28th day of May, 1964.

In Presence of:

John F. Thoren  
Marjorie M. Allen

Glen D. Oehlke  
(Glen D. Oehlke)  
Inez S. Oehlke  
(Inez S. Oehlke)

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF WASHINGTON )

On this 28th day of May, 1964, before me, a Notary Public, within and for the County of Washington, State of Minnesota, personally appeared Glen D. Oehlke and Inez S. Oehlke, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

John F. Thoren  
(John F. Thoren)  
Notary Public, Washington County, Minn.  
My commission expires June 25, 1967.

Filed for record this 3rd day of June A.D. 1964 at 9:00 o'clock A.M.

## ***Exhibit H***



## ***Exhibit I***

## ***Exhibit J***

## ***Exhibit K***