



CITY OF NORTH OAKS

**Special City Council Workshop
Thursday, February 06, 2020
5 PM, Community Meeting Room
100 Village Center Drive**

MEETING AGENDA

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Approval of Agenda

5 Discussion Item(s)

Discussion of East Oaks Development Housing Counts and Related East Oaks Development Matters

[2014.09.26 Letter re Rapp Farm PHase V & VI.pdf](#)

[Development Contract Rapp Farm Phase V & VI.pdf](#)

[Development Contract Red Forest Way Phase IIB.pdf](#)

[Development Contract Villas of Wilkinson Lake Phase III.pdf](#)

[2017.02.03 Letter re Red Forest Way Phase 2B Final Plan Approval.pdf](#)

[2007.09.27 Letter re Villas of Wilkinson Lake Final Plan Approval.pdf](#)

[2019.08.16 Letter re East Oaks PDA - Decennial Review.pdf](#)

[2019.06.28 Letter re East Oaks PDA - Decennial Review.pdf](#)

[2019.04.05 Letter re East Oaks PDA - Decennial Review.pdf](#)

[Copy of East Oaks Housing Counts with Proposed Dwelling Units 1.31.2020 \(2\).xlsx](#)

6 Adjorn



September 26, 2014

City of North Oaks
100 Village Center Drive, Suite 230
North Oaks, Minnesota 55127

Re: Rapp Farm, Phase V

Ladies and Gentlemen,

North Oaks Company, LLC requests final approval for 63 lots in the fifth and final phase of Development Site "D" of the Master Development Plan and Planned Unit Development Agreement (PDA) for the East Oaks Project, which is commonly known as Rapp Farm. Preliminary approval was received at the June 14, 2012 City Council meeting.

Enclosed for your review are two large complete drawing sets and 20 reduced sets of the following documents dated September 10, 2014:

Sheet: 1.	Final Overall Tracts
2A & 2B.	Final Plan
3A & 3B.	Final Easement Plan
4.	Final Utility Plan
5.	Final Grading Plan
6.	Final Erosion Control and Detail Sheet
7.	Final Landscape Plan

Also included is a summary of all lot sizes, adjusted, gross, and useable areas, dated September 10, 2014.

Background: Development Site "D" as described in Appendix 1 of the PDA is allowed 200 dwelling units. The completed development will have 156. Phase I had 34 lots, Phase II added 12 lots, Phase III, 23 lots, Phase IV, 24 lots, and Phase V adds 63 lots totaling 156 lots.

Phase V is 39.15 acres. The road, cul-de-sacs, and utilities have been built according to the plans and specifications of the approved preliminary plan.

Performance Standards: Development Site "D" is zoned RMH-PUD. The PDA refers to the City Zoning Ordinance for performance standards. The standards will be observed follows:

A. Lot Area Requirements:

As per the Zoning Ordinance, within each PUD District or PUD phase proposed for platting the area requirement for RMH Districts shall be limited to a gross density of .25. With 39.15 acres, the allowed number of units is 156, which we are well below.

B. Setbacks:

All setbacks are shown on the plans.

C. Building Heights:

All lots are walk-out lots and, as such, according to the PDA, may be taller in the back per Ordinance, without applying for a Conditional Use Permit.

D. Parking Requirements:

All dwelling units will have a minimum of two parking spaces, at least one of which will be enclosed.

E. Roadway/Access Requirements:

All requirements have been met and exceeded.

F. Landscaping

A landscape Plan has been included for review.

Wetlands: The wetlands were delineated by Kjolhaug Environmental Services and reviewed by VLAWMO.

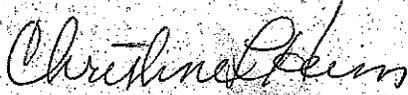
Park and Open Space Requirements: There are four Open Space areas planned for this phase. There is no requirement for a park dedication.

Home Owners' Association: This development will be part of North Oaks Home Owners' Association as well as the Rapp Farm Home Owners' Association.

Phase Plan: Included in the packet is a copy of the current estimated Phase Plan, updating Exhibit "B5" from the Master Development Plan PDA.

We look forward to presenting this plan to you.

Very Truly Yours,



Christine L. Heim
Vice President

Enclosures

cc: Michael Robertson, City Administrator
David Magnuson, City Attorney
Sambatek, City Engineers and Planners
North Oaks Home Owners Association

GENERALIZED PLAN FOR PHASING AND DEVELOPMENT

EAST OAKS PUD

SITE	NAME	PDA Dwelling Units designated	Actual Platt 1999-2006	Actual Platt 2007-2009	Actual Platt 2010-2013	Proposed 2014-2028	Total	Potential Density Shift	Permitted Density Increase
A	WILDFLOWER (Peterson Place)	40	27	0	0	0	27	13	30% = 12
B	EAST PRESERVE	2				2	2	0	30% = 1
C	NORD	10				10	10	0	30% = 3
D	RAPP FARM	200	34	0	59	63	156	44	50% = 100
E-1	EAST WILKINSON	110	61	34	28	14	137	-27	50% = 55
F	ANDERSON WOODS (Andersonville)	10				10	10	0	30% = 3
G	GATE HILL	68				68	68	0	30% = 20
H	ISLAND FIELD	35				35	35	0	30% = 11
I	THE PINES (East Mallard Pond)	54	54				54	0	0
J	NORTH SKI HILL	7	7				7	0	30% = 2
K	RED FOREST WAY (North Black Lake)	64	17		10	37	64	0	30% = 19
L	SOUTHEAST PINES (South Deer Hills)	45	45				45	0	0
		645	245	34	97	239	615	30	
	<i>Building Permits issued</i>		141	118	50		309		

Building Permits issued

E-2	COMMERCIAL ACREAGE	Allowed per PDA	Actual dev.	Conversion 5/acre=25
		21	16	

DEVELOPMENT CONTRACT

CITY OF NORTH OAKS RAPP FARM – PHASE VI

THIS AGREEMENT is made this th 26 day of January, 2017, between the CITY OF NORTH OAKS, MINNESOTA, a municipal corporation (the "**City**"), acting by and through its Mayor and City Administrator, and NORTH OAKS COMPANY, LLC, a Minnesota limited liability company (the "**Developer**").

WHEREAS, the Developer has proposed the development of approximately 39.15 acres of real property located within the City into 63 residential lots as Phases 5 and 6 of its Rapp Farm development, which development shall contain streets, street improvements, trails, easements, and other miscellaneous work; and

WHEREAS, the Developer has previously requested and received City approval for Phase 5, the Developer is now requesting that the City accept Phase 6 of the development by approving a final plan for Registered Land Survey consisting of the remaining planned 39 residential home lots of the planned 63 residential lots (the "**Subdivision**" or "**Development**"); and

WHEREAS, the City has approved the preliminary plan of the Subdivision pursuant to Ordinance No. 152 (previously Ordinance No. 93) and the Master Development Plan and Planned Unit Development Agreement for East Oaks Project dated February 11, 1999 (the "**Planned Development Agreement**"), conditioned upon the Developer agreeing to comply with applicable ordinances of the City and other terms and conditions as may be required by the City which are consistent with the Planned Development Agreement, including the terms and conditions of this Agreement; and

WHEREAS, the Developer intends to proceed to final development and sale of lots in the Subdivision pursuant to Registered Land Survey in lieu of final plat, but shall comply with all requirements for final plat provided in Ordinance No. 152.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

ARTICLE I Definitions

The following terms shall have the meaning as set forth herein:

- 1.1 "**Agreement**" or "**Contract**" shall mean this Development Contract including the foregoing recitals which are agreed to be a part hereof.
- 1.2 "**City Engineer**" shall mean that individual or individuals identified by the City as the City Engineer. Currently, Sambatek, Inc., is the City Engineer.
- 1.3 "**Developer**" shall mean North Oaks Company, LLC, its successors and/or assigns.
- 1.4 "**Development**" or "**Subdivision**" shall mean Rapp Farm – Phase VI.

- 1.5 **"Final Development Plan"** shall mean the final revision(s) to the Plan prepared by Kurth Surveying, Inc. and Sathre-Berquist, Inc., dated September 10, 2014 as approved by the North Oaks City Council (the "**Council**") on October 9, 2014, in accordance with its ordinances and the Planned Development Agreement, and shall include any and all exhibits, drawings, schedules, legal descriptions, and other material and documents that are part of the Final Development Plan, as approved by the City.
- 1.6 **"Plans and Specifications"** means the plans, profiles, cross-sections, drawings, exhibits, schedules and legal descriptions, documents and other requirements, individually and collectively, listed on Exhibit "A", attached hereto and incorporated herein by reference.
- 1.7 **"Preliminary Plan"** shall mean the preliminary plan of the Subdivision prepared by Kurth Surveying, Inc., dated April 30, 2012, as approved by the Council on June 14, 2012 as Subdivision 2012-04, in accordance with its ordinances, and shall include any and all exhibits, drawings, schedules, legal descriptions, and other material and documents that are part of the preliminary plan, as approved by the City.
- 1.8 **"Subdivision" or "Rapp Farm – Phase VI"** shall mean the approximately 39.15 acres of real property located within the City and as described in Exhibit "B", attached hereto and incorporated herein by reference, to be developed in the manner described on Exhibit "A" by means of Registered Land Survey (the "**Registered Land Survey**").

ARTICLE II

Developer's Responsibilities and City Approval

- 2.1 The City finds that the Subdivision is a staged and planned development as described more fully in the Planned Development Agreement.
- 2.2 The Developer and the City agree that any dedication and/or set aside requirements are described in the Planned Development Agreement.

ARTICLE III

Developer's Responsibilities - Overall

- 3.1 All documents included in the Plans and Specifications set forth in Exhibit "A" shall be prepared by Registered Professionals acceptable to the City. All of those items on attached Exhibit "A" shall have been finally reviewed and approved in writing in advance of construction and implementation by appropriate City Staff and each of said items shall be implemented by the Developer in a timely manner. Once such items have been finally approved by appropriate City Staff, there shall be no deviations from such items without the written approval of such City Staff. All such items as finally approved by such City Staff shall be part of the documents and materials referred to in the Preliminary Plan. The Developer agrees to comply with such additional recommendations which the City Staff may reasonably make for completion of the Subdivision.
- 3.2 All necessary reviews and approvals shall be obtained from all appropriate regulatory agencies.

- 3.3 The Developer shall furnish the City with a list of contractors and professionals with whom the Developer has signed a contract for work on Rapp Farm – Phase VI. The information to be provided shall include the names, addresses, telephone numbers, and principal contact(s) for each contractor and professional employed by the Developer.
- 3.4 The Developer agrees to perform all staking and surveying necessary to allow the City to ensure that the completed improvements described in Section 10.2 conform to the approved Plans and Specifications. The City may inspect, from time to time, the Subdivision and improvements made thereto.
- 3.5 In the event the Developer has failed to comply with the Plans and Specifications, or has supplied material which, in the professional judgment of appropriate City Staff, is defective or unsuitable by reason of not being in compliance with applicable codes or law, then such material and work shall be redone by the Developer at the sole cost and expense of the Developer.
- 3.6 The Developer has supplied to the City Engineer the dates, names, addresses and telephone numbers of the parties, description of the work, and the terms of all construction contracts for roads and utilities which the Developer entered into with respect to Rapp Farm – Phase VI prior to approval of the final Plans and Specifications.
- 3.7 The Developer shall place iron monuments at all lot block corners and in all other angle points on boundary lines within the Subdivision. Iron monuments shall be placed during the course of surveying for the final Registered Land Survey.
- 3.8 Each deed conveying title to a residential lot which is part of this Subdivision shall be subject to the Declaration of Covenants, Conditions and Restrictions described at Section 9.1 below.
- 3.9 The Developer shall provide to each purchaser of a residential lot within the Subdivision, written information regarding City and North Oaks Home Owner's Association ("NOHOA") requirements, on-site sewage treatment system requirements (if the lot will use such a system), information regarding the Floor Area Ratio requirements of the City ordinances and the maximum size dwelling that can be built for the lot and such other information that the City deems appropriate. The City will supply the Developer with any information it requires to be conveyed to each purchaser. The Developer will be responsible for reproducing the information in sufficient quantities to be distributed.
- 3.10 The Developer shall record the Registered Land Survey with Ramsey County within sixty (60) days from final Subdivision approval by the City, unless a time extension has been granted by the City Administrator. Failure to record the Registered Land Survey within the sixty (60) day period shall render the final approval thereof by the City null and void until a new application has been processed and approved by the City.
- 3.11 The Developer shall take such additional action as the City may reasonably require to accomplish all dedications including conveyance of the land to be dedicated outright or by deed of easement (which form of conveyance shall be determined by the City) and shall

otherwise convey all easements necessary to complete the Development in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE IV
Developer's Responsibilities - Streets

- 4.1 The Developer shall construct all streets and provide all initial street signage in accordance with the final Plans and Specifications set forth in Exhibit "A".
- 4.2 The Developer shall be responsible for all street maintenance, cleaning, and snow plowing until such time as the construction of the streets has been finally completed, and the Developer's Engineer has supplied the City Engineer with a written statement that the streets have been installed in accordance with the final Plans and Specifications set forth in Exhibit "A" and the Developer has received written acknowledgment of the acceptance of such statement by the City Administrator. Upon completion of the streets by the Developer, the Developer shall be relieved of responsibility for maintenance and repair of such streets but only upon transfer of such responsibility to NOHOA and forwarding of written evidence of such transfer and acceptance of such responsibility by NOHOA, which acceptance shall not be unreasonably withheld, to the City Administrator. NOHOA shall have a period of thirty (30) days from receipt of such written request to notify the City Administrator of its acceptance or rejection of the proposed transfer.
- 4.3 Notwithstanding Section 4.2 above, the Developer shall remain liable for any defects in the streets that occur or become known within one (1) year after the transfer and acceptance referred to in Section 4.2.
- 4.4 All easements required to construct, maintain, and operate the streets and utilities together with all trails required by Article V of this Agreement shall be in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE V
Developer's Responsibility - Trails

- 5.1 The Developer shall clear and grade (if necessary, as determined by the City) the trails in accordance with the final Plans and Specification set forth in Exhibit "A".
- 5.2 The Developer shall convey to NOHOA by permanent easement said trails.

ARTICLE VI
Developer's Responsibility - Utilities

- 6.1 The Developer shall provide the owners of property within the Subdivision access to water, sanitary sewer, electricity, gas and telephone, in accordance with the final Plans and Specifications. All such utilities shall be installed underground.
- 6.2 Such utilities shall be installed in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE VII
Developer's Responsibility - Erosion Control

- 7.1 All site grading, including grading of building sites, common drainageways, open space areas, ponds, surface drainageways, and all streets shall be constructed in accordance with the final Plans and Specifications set forth in Exhibit "A", and shall be in compliance with Ordinance No. 154. The Developer shall provide for permanent drainage easements to maintain the drainage requirements in the final Plans and Specifications set forth in Exhibit "A".
- 7.2 Until such time as Developer has transferred street maintenance and repair obligations to NOHOA pursuant to Section 4.2, the Developer shall be responsible for maintaining the erosion and sediment control plan and shall provide for the cleaning of drainageways, ditches, ponds, etc., which cleaning is necessitated by erosion that may have occurred as a result of the development of Subdivision. If the Developer is notified in writing by the City of the necessity of cleaning any drainageway, ditch, or pond, the Developer has five (5) working days from receipt of such notice to perform the required cleaning.

ARTICLE VIII
Developer's Responsibility - Sanitary Sewage/Water

- 8.1 The Developer shall construct and install a sanitary sewer and water distribution system for all of the developable lots located within Rapp Farm – Phase VI. Such sanitary sewer facility shall be constructed in accordance with the final Plans and Specifications and in accordance with such additional requirements as may be set by the City Engineer.
- 8.2 The Developer shall be solely responsible for maintaining the water distribution system and sanitary sewer facility until such time, if ever, that all right, title and interest in and to such utilities is transferred and shall be obligated to maintain a reserve fund in such amount as the City deems reasonably necessary to provide for future maintenance and repair costs to such utilities. The Developer may enter into a written agreement with another entity to provide maintenance for the utilities, provided, however, that such written maintenance agreement is approved by the City. As an alternative to the Developer entering into a maintenance agreement with a separate entity, the City, at the request of the Developer, may enter into a joint powers agreement with another governmental entity to provide for maintenance of the utilities. Such joint powers agreement must be in accordance with terms agreeable to the City. The Developer shall pay all fees charged under such joint

powers agreement within thirty (30) days of being billed therefor. With respect to user fees that may be imposed by the Metropolitan Council Environmental Services or other entities, the City shall pay such fees and, during the time that the Developer shall own the utilities, shall bill the Developer for such fees, which bill the Developer shall pay within thirty (30) days of the date of the invoice. The Developer shall charge the users of the utilities such charges as will cover the Developer's costs of administration, operation and maintenance of the utilities, including without limitation, charges of the Metropolitan Council Environmental Services, the City, other applicable municipalities, and any costs, fees, or taxes imposed by any other governmental body or agency. The Developer shall include in the Declaration for this Subdivision a provision requiring that each lot owner exclusively utilize the sanitary sewer service provided by the Developer, its successors or assigns, and that, regardless of whether or not the lot owner actually uses such sewer service or the water distribution system installed by the Developer, the lot owner must pay to the Developer, its successors and assigns, any and all costs and fees charged by the Developer, its successors or assigns, for such sanitary sewer and water distribution service or the availability thereof, including without limitation, charges imposed by any governmental body or agency in connection with such services, the owner's share of all costs of administration, operation and maintenance of equipment, piping, or other property used to provide or make available such sanitary sewer and water distribution services, such amounts required to fund the reserve account referred to above, and the costs and fees including attorneys' fees, incurred by the Developer, its successors and assigns, in collection of said costs and fees from the lot owner, his/her/its heirs, successors and assigns. The Developer may include in the Declaration such other provisions which the Developer believes to be appropriate for the proper administration of the sanitary sewer facility and water distribution system and that are not inconsistent with the foregoing. The Developer annually shall make available for inspection by owners of the lots within the Subdivision a list of all expenses incurred by the Developer in connection with the utilities and charged to said owners consistent herewith.

- 8.3** Upon completion of the construction and installation of the utilities, the Developer shall provide the City with a full set of as-built mylar reproducible plans and specifications of the utilities. These plans and specifications shall include the locations and ties to all sanitary sewer and manholes and locations of valves, hydrants and other appurtenances. During such period of time as the Developer continues to own or maintain the utilities, it shall provide to the City copies of the plans and specifications, including mylar reproducible plans and drawings of any changes, additions, deletions, or modifications to the respective utilities.
- 8.4** The Developer shall remain liable for any defects in the construction and/or maintenance of said utilities that occurred, developed, or are allowed to exist during the period of time that said utilities are owned and/or maintained by the Developer.
- 8.5** Should the City desire to acquire all right, title and interest in and to the utilities, the City shall notify the Developer (or any subsequent transferee of the utilities approved by the City) in writing of such intention, and within ninety (90) days after such notification, the Developer (or such subsequent transferee approved by the City), in consideration of the

payment of One Dollar (\$1.00) by the City shall transfer all right, title and interest in and to the utilities to the City.

- 8.6 At the time of transfer of the utilities to the City, if ever, such utilities shall be in good repair and in compliance with all governmental requirements and any reserve fund contributed by users shall also be transferred to the City. To the extent that the utility is not in good repair or in compliance with such governmental requirements, the Developer (or a transferee approved by the City) shall be obligated to bring the utilities into good repair at the time of transfer.
- 8.7 All easements necessary to construct, operate and maintain the utilities shall be on a separate plan to be filed with the City.

**ARTICLE IX
North Oaks Home Owners' Association**

- 9.1 The Developer is required to file with the City a Declaration of Covenants, Conditions and Restrictions which has been approved by the City. This Development shall be incorporated into the boundaries of NOHOA.

**ARTICLE X
Developer's Surety Bonds**

- 10.1 In order to assure full compliance with all of the responsibilities of the Developer pursuant to this Agreement, the Developer shall file with the City within ten (10) days after the date hereof, a surety bond underwritten by an insurance company licensed to do business in the State of Minnesota with a Best rating of A + 15 in an amount as provided herein. In lieu of providing a surety bond, the Developer may supply the City a cash escrow or a letter of credit. If the Developer chooses to use a letter of credit, the letter of credit shall be an irrevocable letter of credit issued by a major bank in the Twin Cities area and shall be in such form as is acceptable to the City. With the approval of the City, other forms of surety may be provided in lieu of the above-stated requirements.
- 10.2 The amount of the surety bond shall be one hundred twenty-five percent (125%) of the following estimated costs:

ITEM	ORIGINAL BUDGET	WORK COMPLETED AS OF 11/10/14		REMAINING WORK
Site Grading/E.C.	\$415,400	\$415,400	100%	\$ 0
Sanitary Sewer	\$196,280	\$196,280	100%	\$ 0
Watermain	\$173,625	\$173,625	100%	\$ 0
Storm Sewer	\$163,500	\$163,500	100%	\$ 0
Street and Trails	\$356,100	\$276,900	78%	\$ 79,200
Engineering and Surveys	\$75,000	\$70,000	93%	\$ 5,000
Landscaping	\$45,000	\$ 0	0%	\$ 45,000
TOTAL REMAINING WORK				\$129,200

125% SECURITY REQUIREMENT

\$161,500

- 10.3 As various improvements are completed, approved and accepted by the City Engineer, the amount of the surety bond, letter of credit or equivalent may be reduced accordingly (but not below 125% of the remaining unfinished improvements, together with any costs that have not been paid, pursuant to Article XIV). Any such reductions must have the prior written approval of the City Engineer.
- 10.4 In the event the Developer fails to comply with any of the covenants and agreements contained in this Agreement and so remains not in compliance for a period of thirty (30) days after receipt of written notice thereof from the City (or such shorter period of notice as the City may reasonably deem necessary in case of an emergency), the City may, at its option, use the proceeds of the surety bond or cash escrow or letter of credit to cure such noncompliance and complete the development or such part as may not have been completed, all in accordance with the Plans and Specifications as described herein.

**ARTICLE XI
Completion Date**

- 11.1 Final approval and acceptance of Rapp Farm -- Phase VI shall be in the form of a resolution duly passed by the Council based upon the recommendation of the City Administrator.
- 11.2 The Developer shall provide to the City a written schedule indicating the order of completion of the work covered by this Agreement. Included within such schedule there shall be schedules for the completion of grading of on-site roads, utilities and landscaping, berming, drainage, ponding and trails. All work shall be completed within three (3) years after filing of the Registered Land Survey.
- 11.3 The Council may, but is not obligated to, extend the date for completion of the work. As provided herein, based upon written notice from the Developer that due to circumstances reasonably beyond the Developer's control, completion of the work will be delayed.

**ARTICLE XII
Developer's Warranties**

- 12.1 For a period of one (1) year after completion of the work, the Developer warrants that all of the work was performed in a workmanlike manner and will be free of defects and in strict conformance with the final Plans and Specifications. The foregoing one (1) year warranty period shall not reduce the Developer's further responsibilities with respect to sewer maintenance and repair.
- 12.2 The City, the Council and its agents or employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, materialmen, laborers, or to any other person or persons or entities whatsoever, for any claim, claim demand, damages, actions, or causes of action of any kind arising out of or by reason of the performance of work pursuant to this Agreement, or the performance and completion of the work and the improvements provided herein, except for the grossly negligent acts or omissions of the City or its agents. The Developer will save, indemnify,

and hold the City harmless from all such claims, claim demands, damages, actions, or causes of action or the costs, disbursements, and expenses of defending the same, specifically including, without intending to limit the categories of said costs, the costs 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 that may be brought against the City.

ARTICLE XIII Assignment

- 13.1** The terms and conditions of this Agreement are binding upon the heirs, successors and assigns of the parties hereto and shall run with the land. The Developer may not assign this Agreement, or its obligations hereunder in whole or in part without the written consent of the City, which consent is in the sole discretion of the City to grant or not to grant.

ARTICLE XIV Payments By Developer

- 14.1** The Developer shall pay to the City all amounts actually expended by the City to cover any costs and expenses incurred by the City in the administration of this Agreement, including attorneys' fees for the preparation hereof. The Developer has the right to request an estimate of the costs to be incurred by the City for various consultants used by the City in the performance of this Agreement. The Developer shall request such estimates in writing directly from the consultants. The City is not bound by the estimates.
- 14.2** The City shall bill the Developer for such costs, supported by detailed invoices from any consultants, and the Developer agrees to pay such costs within thirty (30) days after receipt of each bill by the City.

ARTICLE XV Miscellaneous

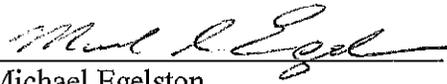
- 15.1** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.
- 15.2** This Agreement is in recordable form, and the Developer agrees that upon execution of this Agreement, Developer if required by the City will register this Agreement with the Registrar of Titles of Ramsey County and provide evidence of such registration to the City.
- 15.3** The City's approval of building permits for the Property is conditioned upon the execution and delivery of this Agreement, together with the required security for improvements as set forth in Article X.

WHEREFORE, the parties hereunto have signed this Agreement effective the day and year first above written.

NORTH OAKS COMPANY, LLC

CITY OF NORTH OAKS

By 
Mark A. Houge
Its President

By 
Michael Egelston
Its Mayor

And

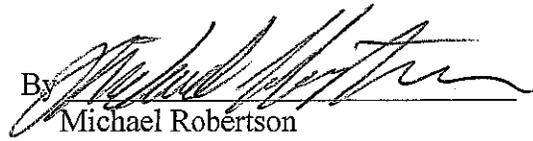
By 
Michael Robertson
Its City Administrator

EXHIBIT "A"

PLANS AND SPECIFICATIONS

RAPP FARM – PHASE V

PRELIMINARY PLANS

1. Kurth Surveying, Inc. Existing Conditions, Sheet 1 of 8, dated April 30, 2012
2. Kurth Surveying, Inc. Preliminary Plan, Sheet 2 of 8, dated April 30, 2012
3. Kurth Surveying, Inc. Preliminary Easement Plan, Sheet 3 of 8, dated April 30, 2012
4. Sathre-Bergquist, Inc. Preliminary Grading Plan, Sheet 4 of 8, dated April 30, 2012
5. Sathre-Bergquist, Inc. Preliminary Utility Plan, Sheet 5 of 8, dated April 30, 2012
6. Sathre-Bergquist, Inc. Preliminary Erosion Control and Detail Plan, Sheet 6 of 8, dated April 30, 2012
7. Paul Miller Design, Inc. Preliminary Landscape Plan, Sheet 7 of 8, dated April 30, 2012
8. Paul Miller Design, Inc. Preliminary Landscape Detail, Sheet 8 of 8, dated April 30, 2012

FINAL PLANS

1. Kurth Surveying, Inc. Final Overall Tracts, dated September 10, 2014 (rev. 12/4/14)
2. Kurth Surveying, Inc. Final Plan, dated September 10, 2014 (rev. 12/4/14)
3. Kurth Engineering, Inc. Final Easement Plan, dated September 10, 2014 (rev. 12/4/14)
4. Sathre-Bergquist, Inc. Final Grading Plan, dated September 10, 2014
5. Sathre-Bergquist, Inc. Final Utility Plan, dated September 10, 2014
6. Sathre-Bergquist, Inc. Final Erosion Control Plan, dated September 10, 2014
7. Paul Miller Design, Inc. Final Landscape Plan, dated September 10, 2014

EXHIBIT "B"

**Legal Description
Ramsey County, Minnesota**

Residential Lots:

Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "BB", "CC", "DD", "EE", "FF", "GG", "HH", "II", "JJ", "KK", "LL", and "MM", Registered Land Survey No. 627, files of the Registrar of Titles, Ramsey County, Minnesota.

Open Space:

Tracts "NN", "OO", "PP", "QQ" and "RR", Registered Land Survey No. 627, files of the Registrar of Titles, Ramsey County, Minnesota.

DEVELOPMENT AGREEMENT

CITY OF NORTH OAKS SUBDIVISION 2008-01 RED FOREST WAY—PHASE II-B

THIS AGREEMENT is made this 8th day of February, 2018, between the CITY OF NORTH OAKS, MINNESOTA, a municipal corporation (the "City"), acting by and through its Mayor and City Administrator and NORTH OAKS COMPANY, LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the Developer has proposed the development of approximately 39.62 acres of real property located within the City, which development shall contain streets, street improvements, trails, easements, and other miscellaneous work; and,

WHEREAS, the Developer is requesting that the City accept this development by approving a final plan for a Registered Land Survey consisting of 39.62 acres zoned RSL-PUD (the "Subdivision" or "Development"); and,

WHEREAS, the City has approved the preliminary plan of the Subdivision pursuant to Ordinance No. 93 (City of North Oaks codified ordinances § 152 *et. seq.*), and the Master Development Plan and Planned Unit Development Agreement for East Oaks Project, dated February 11, 1999 (as the same has been amended from time to time, the "Planned Development Agreement"), conditioned upon the Developer agreeing to comply with applicable ordinances of the City and other terms and conditions as may be required by the City which are consistent with the Planned Development Agreement, including the terms and conditions of this Agreement; and,

WHEREAS, the Developer intends to proceed to final development and sale of lots in the Subdivision pursuant to a Registered Land Survey in lieu of final plat, but shall comply with all requirements for final plat provided in Ordinance No. 93 (City of North Oaks codified ordinances § 152 *et. seq.*).

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

ARTICLE I Definitions

The following terms shall have the meaning as set forth herein:

- 1.1 "Agreement" or "Contract" shall mean this Development Agreement including the foregoing recitals which are agreed to be a part hereof.
- 1.2 "City Engineer" shall mean that individual or individuals identified by the City as the City Engineer. Currently, Sambatek, Inc. is the City Engineering Firm of record.

- 1.3 "Developer" shall mean North Oaks Company, LLC, its successors and/or assigns.
- 1.4 "Development" or "Subdivision" shall mean Subdivision 2008-01, Red Forest Way, Phase II-B.
- 1.5 "Final Development Plan" shall mean the final revision(s) to the Preliminary Plan prepared by Kurth Surveying, Inc. dated September 25, 2008 and revised by Sathre-Bergquist, Inc. – Red Forest Way 2B, Sheets 1-10 dated October 26, 2016, final revision date June 2, 2017; as approved by the North Oaks City Council (the "Council") on March 9, 2017, in accordance with its ordinances and the Planned Development Agreement, and shall include any and all exhibits, drawings, schedules, legal descriptions and other material and documents that are part of the Final Development Plan, as approved by the City.
- 1.6 "Plans and Specifications" means the plans, profiles, cross-sections, drawings, exhibits, schedules and legal descriptions, documents and other requirements, individually and collectively, listed on Exhibit "A", attached hereto and incorporated herein by reference.
- 1.7 "Preliminary Plan" shall mean the preliminary plan of the Subdivision prepared by Kurth Surveying, Inc. dated February 22, 2008, last revised March 19, 2008, as approved by the Council on May 8, 2008, in accordance with its ordinances, and shall include any and all exhibits, drawings, schedules, legal descriptions, and other material and documents that are part of the preliminary plan, as approved by the City.
- 1.8 "Subdivision" or "Subdivision 2008-01" shall mean the approximately 39.62 acres of real property located within the City and legally described on Exhibit "B" attached hereto and incorporated herein by reference, to be developed in the manner described on Exhibit "A" by means of a Registered Land Survey (the "Registered Land Survey").

ARTICLE II

Developer's Responsibilities and City Approval

- 2.1 The City finds that the Subdivision is a staged and planned development as described more fully in the Planned Development Agreement.
- 2.2 The Developer and the City agree that any dedication and/or set aside requirements are described in the Planned Development Agreement.

ARTICLE III

Developer's Responsibilities - Overall

- 3.1 All documents included in the Plans and Specifications set forth in Exhibit "A" shall be prepared by Registered Professionals acceptable to the City. All of those items on attached Exhibit "A" shall have been finally reviewed and approved in writing in advance of construction and implementation by appropriate City Staff and each of said items shall be implemented by the Developer in a timely manner. Once such items have been finally

approved by appropriate City Staff, there shall be no deviations from such items without the written approval of such City Staff. All such items as finally approved by such City Staff shall be part of the documents and materials referred to in the Preliminary Plan. The Developer agrees to comply with such additional recommendations which the City Staff may reasonably make for completion of the Subdivision.

- 3.2 All necessary reviews and approvals shall be obtained from all appropriate regulatory agencies.
- 3.3 The Developer shall furnish the City with a list of contractors and professionals with whom the Developer has signed a contract for work on Subdivision 2008-01. The information to be provided shall include the names, addresses, telephone numbers, and principal contact(s) for each contractor and professional employed by the Developer.
- 3.4 The Developer agrees to perform all staking and surveying necessary to allow the City to ensure that the completed improvements described in Section 9.2 conform to the approved Plans and Specifications. The City may inspect, from time to time, the Subdivision and improvements made thereto.
- 3.5 In the event the Developer has failed to comply with the Plans and Specifications, or has supplied material which, in the professional judgment of appropriate City Staff, is defective or unsuitable by reason of not being in compliance with applicable codes or law, then such material and work shall be redone by the Developer at the sole cost and expense of the Developer.
- 3.6 The Developer shall supply to the City Engineer the dates, names, addresses and telephone numbers of the parties, description of the work, and the terms of all construction contracts for roads and utilities which the Developer enters into with respect to Subdivision 2008-01 prior to approval of the final Plans and Specifications.
- 3.7 The Developer shall place iron monuments at all lot block corners and in all other angle points on boundary lines within the Subdivision. Iron monuments shall be placed during the course of surveying for the final Registered Land Survey.
- 3.8 Each deed conveying title to a residential lot which is part of this Subdivision shall be subject to the Declaration of Covenants, Conditions, and Restrictions described at Section 8.1 below.
- 3.9 The Developer shall provide to each purchaser of a residential lot with the Subdivision, written information regarding City and North Oaks Home Owners' Association ("NOHOA") requirements, individual sewage treatment system requirements (if the lot will use such a system), information regarding the Floor Area Ratio requirements of the City ordinances and the maximum size dwelling that can be built for the lot and such other information that the City deems appropriate. The City will supply the Developer with any additional information it requires to be conveyed to each purchaser. The Developer will be responsible for reproducing the information in sufficient quantities to be distributed.

- 3.10 The Developer shall record the Registered Land Survey with Ramsey County within sixty (60) days from final Subdivision approval by the City, unless a time extension has been granted by the City Clerk. Failure to record the Registered Land Survey within the sixty (60) day period shall render the final approval thereof by the City null and void until a new application has been processed and approved by the City.
- 3.11 The Developer shall take such additional action as the City may reasonably require to accomplish all dedications including conveyance of the land to be dedicated outright or by deed of easement (which form of conveyance shall be determined by the City) and shall otherwise convey all easements necessary to complete the Development in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE IV
Developer's Responsibilities - Streets

- 4.1 The Developer shall construct all streets and provide all initial street signage in accordance with the final Plans and Specifications set forth in Exhibit "A".
- 4.2 The Developer shall be responsible for all street maintenance, cleaning, and snow plowing until such time as the construction of the streets has been finally completed, and the Developer's Engineer has supplied the City Engineer with a written statement that the streets have been installed in accordance with the final Plans and Specifications set forth in Exhibit "A" and the Developer has received written acknowledgment of the acceptance of such statement by the City Clerk. Upon completion of the streets by the Developer, the Developer shall be relieved of responsibility for maintenance and repair of such streets but only upon transfer of such responsibility to NOHOA and forwarding of written evidence of such transfer and acceptance of such responsibility by NOHOA to the City Clerk.
- 4.3 Notwithstanding Section 4.2 above, the Developer shall remain liable for any defects in the streets that occur or become known within the greater of the time period set forth in the Planned Development Agreement or one (1) year after the transfer and acceptance referred to in Section 4.2.
- 4.4 All easements required to construct, maintain, and operate the streets and utilities together with all trails required by Article V of this Agreement shall be in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE V
Developer's Responsibility - Utilities

- 5.1 The Developer shall provide the owners of property within the Subdivision access to storm water facilities, electricity, gas and telephone, in accordance with the final Plans and Specifications. All such utilities shall be installed underground.
- 5.2 Where applicable, such utilities shall be installed in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE VI
Developer's Responsibility - Erosion Control

- 6.1 All site grading, including grading of building sites, common drainageways, open space areas, ponds, surface drainageways, and all streets shall be constructed in accordance with the final Plans and Specifications set forth in Exhibit "A", and shall be in compliance with Ordinance No. 75 (City of North Oaks codified ordinances § 154 *et. seq.*). The Developer shall provide for permanent drainage easements to maintain the drainage requirements in the final Plans and Specifications set forth in Exhibit "A".
- 6.2 Until such time as Developer has transferred street maintenance and repair obligations to NOHOA pursuant to Section 4.2, the Developer shall be responsible for maintaining the erosion and sediment control plan and shall provide for the cleaning of drainageways, ditches, ponds, etc., which cleaning is necessitated by erosion that may have occurred as a result of the development of Subdivision 2008-01. If the Developer is notified in writing by the City of the necessity of cleaning any drainageway, ditch, or pond, the Developer has five (5) working days from receipt of such notice to perform the required cleaning.

ARTICLE VII
Developer's Responsibility - Sanitary Sewer

- 7.1 Each lot shall be designed to provide suitable sites for on-site sewage treatment systems that will be in conformance with City Ordinance No. 96 (City of North Oaks codified ordinances § 50 *et. seq.*), as may be amended from time to time.
- 7.2 The Developer agrees that the City may have an independent soil engineer (PE) examine the soils and conditions of any lot in the Development in order to determine that the lot is adequate to contain an on-site septic system. The Minnesota Pollution Control Agency standards ("PCA Standards") for on-site septic systems, or the standards contained in Ordinance No. 96 (City of North Oaks codified ordinances § 50 *et. seq.*), whichever is more restrictive, will be standards to be applied for the on-site septic systems for this Development. The above-described examination shall occur when a lot owner provides a preliminary septic system evaluation that is not acceptable to the City's Sanitary Inspector. The City Sanitary Inspector shall base his/her opinion on the PCA standards contained in Ordinance No. 96 (City of North Oaks codified ordinances § 50 *et. seq.*), whichever is more

restrictive. The costs for these inspections will be paid by the Developer. The Developer agrees that any lot within this Development that does not meet the PCA standards, or the standards contained in Ordinance No. 96 (City of North Oaks codified ordinances § 50 *et. seq.*), whichever is more restrictive, will not be sold, or if sold, will be repurchased by the Developer at a cost not less than was received by the Developer for the lot provided the failure of the lot to meet the PCA standards or the standards contained in Ordinance No. 96(City of North Oaks codified ordinances § 50 *et. seq.*), whichever is more restrictive, was not caused by the act or omission of any third party over which the Developer had no control.

ARTICLE VIII
North Oaks Home Owners' Association

8.1 The Developer is required to file with the City a Declaration of Covenants, Conditions, and Restrictions which has been approved by the City. This Development shall be incorporated into the boundaries of NOHOA.

ARTICLE IX
Developer's Surety Bonds

9.1 In order to assure full compliance with all of the responsibilities of the Developer pursuant to this Agreement, the Developer shall file with the City within ten (10) days after approval of the final Subdivision, the Developer shall supply the City a cash escrow or a letter of credit. If the Developer chooses to use a letter of credit, the letter of credit shall be an irrevocable letter of credit issued by a major bank in the Twin Cities area and shall be in such form as is acceptable to the City. With the approval of the City, other forms of surety may be provided in lieu of the above-stated requirements.

9.2 The amount of the surety bond shall be one hundred twenty-five percent (125%) of the following estimated remaining costs:

<i>Description</i>	<i>Total Budget</i>	<i>Percentage Complete</i>	<i>Remaining Cost</i>
Site Grading	120,000.00	100%	0.00
Erosion Control	30,000.00	67%	10,000.00
Storm Sewer	103,000.00	97%	3,000.00
Streets	245,000.00	98%	5,000.00
Engineering & Surveys	80,000.00	94	5,000.00
TOTALS	578,000.00		23,000.00

One hundred twenty-five percent (125%) of the foregoing estimated remaining costs totals \$28,750.00.

- 9.3** As various improvements are completed, approved and accepted by the City Engineer, the amount of the surety bond, letter of credit or equivalent may be reduced accordingly (but not below 125% of the remaining unfinished improvements, together with any costs that have not been paid, pursuant to Article XIII). Any such reductions must have the prior written approval of the City Engineer.
- 9.4** In the event the Developer fails to comply with any of the covenants and agreements contained in this Agreement and so remains not in compliance for a period of thirty (30) days after receipt of written notice thereof from the City (or such shorter period of notice as the City may reasonably deem necessary in case of an emergency), the City may, at its option, use the proceeds of the surety bond or cash escrow or letter of credit to cure such non-compliance and complete the development or such part as may not have been completed, all in accordance with the Plans and Specifications as described herein.

ARTICLE X Completion Date

- 10.1** Final approval and acceptance of Subdivision 2008-01 shall be in the form of a letter from the City Administrator.
- 10.2** The Developer shall provide to the City a written schedule indicating the order of completion of the work covered by this Agreement. Included within such schedule there shall be schedules for the completion of grading of on-site roads, utilities and landscaping, berming, drainage, ponding and trails. All work shall be completed within three (3) years after filing of the Registered Land Survey.
- 10.3** The Council may, but is not obligated to, extend the date for completion of the work, as provided herein, based upon written notice from the Developer that due to circumstances reasonably beyond the Developer's control, completion of the work will be delayed.

ARTICLE XI Developer's Warranties

- 11.1** For a period of one (1) year after completion of the work, the Developer warrants that all of the work was performed in a workmanlike manner and will be free of defects and in strict conformance with the final Plans and Specifications. The foregoing one (1) year warranty period shall not reduce the Developer's further responsibilities with respect to sewer maintenance and repair.
- 11.2** The City, the Council and its agents or employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, materialmen, laborers, or to any other person or persons or entities whatsoever, for any claim,

claim demand, damages, actions, or causes of action of any kind arising out of or by reason of the performance of work pursuant to this Agreement, or the performance and completion of the work and the improvements provided herein, except for the grossly negligent acts or omissions of the City or its agents. The Developer will save, indemnify, and hold the City harmless from all such claims, claim demands, damages, actions, or causes of action or the costs, disbursements, and expenses of defending the same, specifically including, without intending to limit the categories of said costs, the costs 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 that may be brought against the City.

ARTICLE XII
Assignment

- 12.1 The terms and conditions of this Agreement are binding upon the heirs, successors and assigns of the parties hereto and shall run with the land. The Developer may not assign this Agreement, or its obligations hereunder in whole or in part without the written consent of the City, which consent is in the sole discretion of the City to grant or not to grant.

ARTICLE XIII
Payments By Developer

- 13.1 The Developer shall pay to the City all amounts actually expended by the City to cover any costs and expenses incurred by the City in the administration of this Agreement, including attorneys' fees for the preparation hereof. The Developer has the right to request an estimate of the costs to be incurred by the City for various consultants used by the City in the performance of this Agreement. The Developer shall request such estimates in writing directly from the consultants. The City is not bound by such estimates.
- 13.2 The City shall bill the Developer for such costs, supported by detailed invoices from any consultants, and the Developer agrees to pay such costs within thirty (30) days after receipt of each bill by the City.

ARTICLE XIV
Miscellaneous

- 14.1 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.
- 14.2 This Agreement is in recordable form, and the Developer agrees that if required by the City, the Developer will register this Agreement with the Registrar of Titles of Ramsey County, Minnesota and provide evidence of such registration to the City.
- 14.3 The City's approval of the final Registered Land Survey for filing is conditioned upon the execution and delivery of this Developer's Agreement, together with the required security for improvements as set forth in Article IX.

14.4 If there is any conflict between this Agreement and the Planned Development Agreement, then the Planned Development Agreement shall control.

WHEREFORE, the parties hereunto have signed this Agreement effective the day and year first above written.

NORTH OAKS COMPANY, LLC

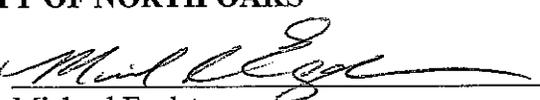
By:



Mark A. Houge
Its President

CITY OF NORTH OAKS

By:

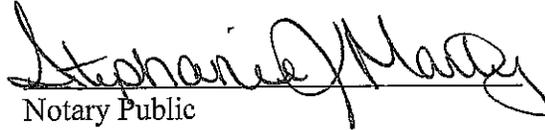


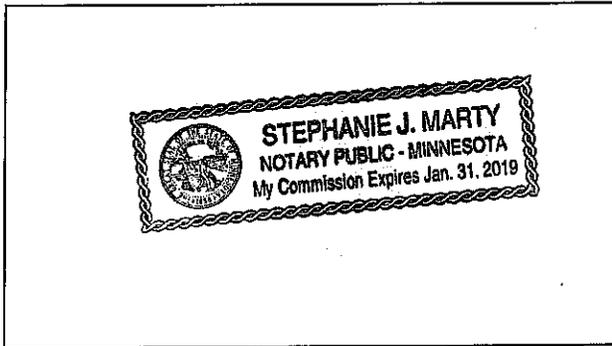
Michael Egelston
Its Mayor

This Instrument Drafted By:
North Oaks Company, LLC
Suite 200
5959 Centerville Road
North Oaks, MN 55127
(651)484-3361

STATE OF MINNESOTA)
)ss
COUNTY OF RAMSEY)

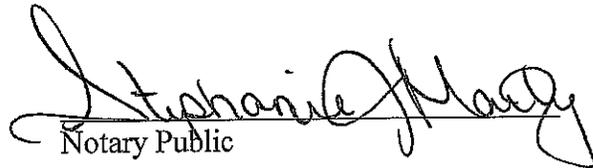
The foregoing instrument was acknowledged before me this 9th day of February, 2018, by Mark A. Houge, the President of North Oaks Company, LLC, a Minnesota limited liability company, for and on behalf of the company.


Notary Public



STATE OF MINNESOTA)
)ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 9th day of February, 2018, by Michael Egelston, the Mayor of the City of North Oaks, a municipal corporation, for and on behalf of the municipal corporation.


Notary Public

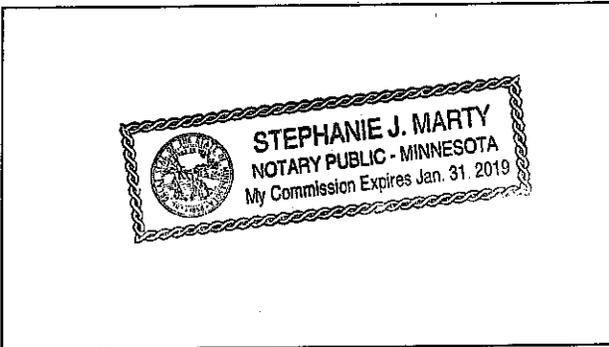


EXHIBIT "A"

PLANS AND SPECIFICATIONS

Item:

1. Construction Plans and Specifications prepared by Sathre-Bergquist, Inc. – Red Forest Way 2B, Sheets 1-10 dated October 26, 2016, final revision date June 2, 2017.

EXHIBIT "B"

The real estate being located in the County of Ramsey, State of Minnesota, and legally described as follows:

Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O Registered Land Survey No. 629 files of the Registrar of Titles, Ramsey County, Minnesota.

DEVELOPMENT CONTRACT

CITY OF NORTH OAKS

SUBDIVISION 01-2006 THE VILLAS OF WILKINSON LAKE – PHASE III

THIS AGREEMENT is made this ___ day of June, 2014, between the CITY OF NORTH OAKS, MINNESOTA, a municipal corporation (the "**City**"), acting by and through its Mayor and City Administrator, and NORTH OAKS COMPANY, LLC, a Minnesota limited liability company (the "**Developer**").

WHEREAS, the Developer has proposed the development of approximately 12.41 acres of real property located within the City, which development shall contain streets, street improvements, trails, easements, and other miscellaneous work; and

WHEREAS, the Developer is requesting that the City accept this development by approving a final plan for Registered Land Survey consisting of 14 residential home lots (the "**Subdivision**" or "**Development**"); and

WHEREAS, the City has approved the preliminary plan of the Subdivision pursuant to Ordinance No. 152 (previously Ordinance No. 93) and the Master Development Plan and Planned Unit Development Agreement for East Oaks Project dated February 11, 1999 (the "**Planned Development Agreement**"), conditioned upon the Developer agreeing to comply with applicable ordinances of the City and other terms and conditions as may be required by the City which are consistent with the Planned Development Agreement, including the terms and conditions of this Agreement; and

WHEREAS, the Developer intends to proceed to final development and sale of lots in the Subdivision pursuant to Registered Land Survey in lieu of final plat, but shall comply with all requirements for final plat provided in Ordinance No. 152.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

ARTICLE I Definitions

The following terms shall have the meaning as set forth herein:

- 1.1 "**Agreement**" or "**Contract**" shall mean this Development Contract including the foregoing recitals which are agreed to be a part hereof.
- 1.2 "**City Engineer**" shall mean that individual or individuals identified by the City as the City Engineer. Currently, Sambatek, Inc., is the City Engineer.
- 1.3 "**Developer**" shall mean North Oaks Company, LLC, its successors and/or assigns.

- 1.4 "Development" or "Subdivision" shall mean Subdivision 01-2006 of the Villas of Wilkinson Lake – Phase III, comprised of approximately 12.41 acres of real property located within the City and legally described as Tracts A thru P of Registered Land Survey 603 as filed with the Registrar of Titles, County of Ramsey, State of Minnesota.
- 1.5 "Final Development Plan" shall mean the final revision(s) to the Plan prepared by Kurth Surveying, Inc., dated September 27, 2007 as approved by the North Oaks City Council (the "Council") on October 11, 2007, in accordance with its ordinances and the Planned Development Agreement, and shall include any and all exhibits, drawings, schedules, legal descriptions, and other material and documents that are part of the Final Development Plan, as approved by the City.
- 1.6 "Plans and Specifications" means the plans, profiles, cross-sections, drawings, exhibits, schedules and legal descriptions, documents and other requirements, individually and collectively, listed on Exhibit "A", attached hereto and incorporated herein by reference.
- 1.7 "Preliminary Plan" shall mean the preliminary plan of the Subdivision prepared by Kurth Surveying, Inc., dated September 19, 2006, as approved by the Council on December 14, 2006 as Subdivision 01-2006, in accordance with its ordinances, and shall include any and all exhibits, drawings, schedules, legal descriptions, and other material and documents that are part of the preliminary plan, as approved by the City.
- 1.8 "Subdivision 01-2006" or "Villas of Wilkinson Lake – Phase III" shall mean the approximately 12.41 acres of real property located within the City and as described in Exhibit "B", attached hereto and incorporated herein by reference, to be developed in the manner described on Exhibit "A" by means of Registered Land Survey (the "Registered Land Survey").

ARTICLE II
Developer's Responsibilities and City Approval

- 2.1 The City finds that the Subdivision is a staged and planned development as described more fully in the Planned Development Agreement.
- 2.2 The Developer and the City agree that any dedication and/or set aside requirements are described in the Planned Development Agreement.

ARTICLE III
Developer's Responsibilities - Overall

- 3.1 All documents included in the Plans and Specifications set forth in Exhibit "A" shall be prepared by Registered Professionals acceptable to the City. All of those items on attached Exhibit "A" shall have been finally reviewed and approved in writing in advance of construction and implementation by appropriate City Staff and each of said items shall be implemented by the Developer in a timely manner. Once such items have been finally approved by appropriate City Staff, there shall be no deviations from such items without the written approval of such City Staff. All such items as finally approved by such City Staff shall be part of the documents and materials referred to in the Preliminary Plan. The

Developer agrees to comply with such additional recommendations which the City Staff may reasonably make for completion of the Subdivision.

- 3.2 All necessary reviews and approvals shall be obtained from all appropriate regulatory agencies.
- 3.3 The Developer shall furnish the City with a list of contractors and professionals with whom the Developer has signed a contract for work on Villas of Wilkinson Lake – Phase III. The information to be provided shall include the names, addresses, telephone numbers, and principal contact(s) for each contractor and professional employed by the Developer.
- 3.4 The Developer agrees to perform all staking and surveying necessary to allow the City to ensure that the completed improvements described in Section 10.2 conform to the approved Plans and Specifications. The City may inspect, from time to time, the Subdivision and improvements made thereto.
- 3.5 In the event the Developer has failed to comply with the Plans and Specifications, or has supplied material which, in the professional judgment of appropriate City Staff, is defective or unsuitable by reason of not being in compliance with applicable codes or law, then such material and work shall be redone by the Developer at the sole cost and expense of the Developer.
- 3.6 The Developer has supplied to the City Engineer the dates, names, addresses and telephone numbers of the parties, description of the work, and the terms of all construction contracts for roads and utilities which the Developer entered into with respect to Villas of Wilkinson Lake – Phase III prior to approval of the final Plans and Specifications.
- 3.7 The Developer shall place iron monuments at all lot block corners and in all other angle points on boundary lines within the Subdivision. Iron monuments shall be placed during the course of surveying for the final Registered Land Survey.
- 3.8 Each deed conveying title to a residential lot which is part of this Subdivision shall be subject to the Declaration of Covenants, Conditions and Restrictions described at Section 9.1 below.
- 3.9 The Developer shall provide to each purchaser of a residential lot within the Subdivision, written information regarding City and North Oaks Home Owner's Association ("NOHOA") requirements, on-site sewage treatment system requirements (if the lot will use such a system), information regarding the Floor Area Ratio requirements of the City ordinances and the maximum size dwelling that can be built for the lot and such other information that the City deems appropriate. The City will supply the Developer with any information it requires to be conveyed to each purchaser. The Developer will be responsible for reproducing the information in sufficient quantities to be distributed.
- 3.10 The Developer has recorded the Registered Land Survey with Ramsey County for the Subdivision as required by the terms of final Subdivision approval by the City.

- 3.11 The Developer shall take such additional action as the City may reasonably require to accomplish all dedications including conveyance of the land to be dedicated outright or by deed of easement (which form of conveyance shall be determined by the City) and shall otherwise convey all easements necessary to complete the Development in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE IV
Developer's Responsibilities - Streets

- 4.1 The Developer shall construct all streets and provide all initial street signage in accordance with the final Plans and Specifications set forth in Exhibit "A".
- 4.2 The Developer shall be responsible for all street maintenance, cleaning, and snow plowing until such time as the construction of the streets has been finally completed, and the Developer's Engineer has supplied the City Engineer with a written statement that the streets have been installed in accordance with the final Plans and Specifications set forth in Exhibit "A" and the Developer has received written acknowledgment of the acceptance of such statement by the City Administrator. Upon completion of the streets by the Developer, the Developer shall be relieved of responsibility for maintenance and repair of such streets but only upon transfer of such responsibility to NOHOA and forwarding of written evidence of such transfer and acceptance of such responsibility by NOHOA, which acceptance shall not be unreasonably withheld, to the City Administrator. NOHOA shall have a period of thirty (30) days from receipt of such written request to notify the City Administrator of its acceptance or rejection of the proposed transfer.
- 4.3 Notwithstanding Section 4.2 above, the Developer shall remain liable for any defects in the streets that occur or become known within one (1) year after the transfer and acceptance referred to in Section 4.2.
- 4.4 All easements required to construct, maintain, and operate the streets and utilities together with all trails required by Article V of this Agreement shall be in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE V
Developer's Responsibility - Trails

- 5.1 The Developer shall clear and grade (if necessary, as determined by the City) the trails in accordance with the final Plans and Specification set forth in Exhibit "A".
- 5.2 The Developer shall convey to NOHOA by permanent easement said trails.

ARTICLE VI
Developer's Responsibility - Utilities

- 6.1 The Developer shall provide the owners of property within the Subdivision access to water, sanitary sewer, electricity, gas and telephone, in accordance with the final Plans and Specifications. All such utilities shall be installed underground.

- 6.2 Such utilities shall be installed in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE VII

Developer's Responsibility - Erosion Control

- 7.1 All site grading, including grading of building sites, common drainageways, open space areas, ponds, surface drainageways, and all streets shall be constructed in accordance with the final Plans and Specifications set forth in Exhibit "A", and shall be in compliance with Ordinance No. 154. The Developer shall provide for permanent drainage easements to maintain the drainage requirements in the final Plans and Specifications set forth in Exhibit "A".
- 7.2 Until such time as Developer has transferred street maintenance and repair obligations to NOHOA pursuant to Section 4.2, the Developer shall be responsible for maintaining the erosion and sediment control plan and shall provide for the cleaning of drainageways, ditches, ponds, etc., which cleaning is necessitated by erosion that may have occurred as a result of the development of Subdivision. If the Developer is notified in writing by the City of the necessity of cleaning any drainageway, ditch, or pond, the Developer has five (5) working days from receipt of such notice to perform the required cleaning.

ARTICLE VIII

Developer's Responsibility - Sanitary Sewage/Water

- 8.1 The Developer shall construct and install a sanitary sewer and water distribution system for all of the developable lots located within Villas of Wilkinson Lake – Phase III. Such sanitary sewer facility shall be constructed in accordance with the final Plans and Specifications and in accordance with such additional requirements as may be set by the City Engineer.
- 8.2 The Developer shall be solely responsible for maintaining the water distribution system and sanitary sewer facility until such time, if ever, that all right, title and interest in and to such utilities is transferred and shall be obligated to maintain a reserve fund in such amount as the City deems reasonably necessary to provide for future maintenance and repair costs to such utilities. The Developer may enter into a written agreement with another entity to provide maintenance for the utilities, provided, however, that such written maintenance agreement is approved by the City. As an alternative to the Developer entering into a maintenance agreement with a separate entity, the City, at the request of the Developer, may enter into a joint powers agreement with another governmental entity to provide for maintenance of the utilities. Such joint powers agreement must be in accordance with terms agreeable to the City. The Developer shall pay all fees charged under such joint powers agreement within thirty (30) days of being billed therefor. With respect to user fees that may be imposed by the Metropolitan Council Environmental Services or other entities, the City shall pay such fees and, during the time that the Developer shall own the utilities, shall bill the Developer for such fees, which bill the Developer shall pay within thirty (30) days of the date of the invoice. The Developer shall charge the users of the utilities such charges as will cover the

Developer's costs of administration, operation and maintenance of the utilities, including without limitation, charges of the Metropolitan Council Environmental Services, the City, other applicable municipalities, and any costs, fees, or taxes imposed by any other governmental body or agency. The Developer shall include in the Declaration for this Subdivision a provision requiring that each lot owner exclusively utilize the sanitary sewer service provided by the Developer, its successors or assigns, and that, regardless of whether or not the lot owner actually uses such sewer service or the water distribution system installed by the Developer, the lot owner must pay to the Developer, its successors and assigns, any and all costs and fees charged by the Developer, its successors or assigns, for such sanitary sewer and water distribution service or the availability thereof, including without limitation, charges imposed by any governmental body or agency in connection with such services, the owner's share of all costs of administration, operation and maintenance of equipment, piping, or other property used to provide or make available such sanitary sewer and water distribution services, such amounts required to fund the reserve account referred to above, and the costs and fees including attorneys' fees, incurred by the Developer, its successors and assigns, in collection of said costs and fees from the lot owner, his/her/its heirs, successors and assigns. The Developer may include in the Declaration such other provisions which the Developer believes to be appropriate for the proper administration of the sanitary sewer facility and water distribution system and that are not inconsistent with the foregoing. The Developer annually shall make available for inspection by owners of the lots within the Subdivision a list of all expenses incurred by the Developer in connection with the utilities and charged to said owners consistent herewith.

- 8.3** Upon completion of the construction and installation of the utilities, the Developer shall provide the City with a full set of as-built mylar reproducible plans and specifications of the utilities. These plans and specifications shall include the locations and ties to all sanitary sewer and manholes and locations of valves, hydrants and other appurtenances. During such period of time as the Developer continues to own or maintain the utilities, it shall provide to the City copies of the plans and specifications, including mylar reproducible plans and drawings of any changes, additions, deletions, or modifications to the respective utilities.
- 8.4** The Developer shall remain liable for any defects in the construction and/or maintenance of said utilities that occurred, developed, or are allowed to exist during the period of time that said utilities are owned and/or maintained by the Developer.
- 8.5** Should the City desire to acquire all right, title and interest in and to the utilities, the City shall notify the Developer (or any subsequent transferee of the utilities approved by the City) in writing of such intention, and within ninety (90) days after such notification, the Developer (or such subsequent transferee approved by the City), in consideration of the payment of One Dollar (\$1.00) by the City shall transfer all right, title and interest in and to the utilities to the City.
- 8.6** At the time of transfer of the utilities to the City, if ever, such utilities shall be in good repair and in compliance with all governmental requirements and any reserve fund contributed by users shall also be transferred to the City. To the extent that the utility is

not in good repair or in compliance with such governmental requirements, the Developer (or a transferee approved by the City) shall be obligated to bring the utilities into good repair at the time of transfer.

8.7 All easements necessary to construct, operate and maintain the utilities shall be on a separate plan to be filed with the City.

**ARTICLE IX
North Oaks Home Owners' Association**

9.1 The Developer is required to file with the City a Declaration of Covenants, Conditions and Restrictions which has been approved by the City. This Development shall be incorporated into the boundaries of NOHOA.

**ARTICLE X
Developer's Surety Bonds**

10.1 In order to assure full compliance with all of the responsibilities of the Developer pursuant to this Agreement, the Developer shall file with the City within ten (10) days after the date hereof, a surety bond underwritten by an insurance company licensed to do business in the State of Minnesota with a Best rating of A + 15 in an amount as provided herein. In lieu of providing a surety bond, the Developer may supply the City a cash escrow or a letter of credit. If the Developer chooses to use a letter of credit, the letter of credit shall be an irrevocable letter of credit issued by a major bank in the Twin Cities area and shall be in such form as is acceptable to the City. With the approval of the City, other forms of surety may be provided in lieu of the above-stated requirements.

10.2 The amount of the surety bond shall be one hundred twenty-five percent (125%) of the following estimated costs:

ITEM	ORIGINAL BUDGET	WORK COMPLETED AS OF 6/23/14		REMAINING WORK
Site Grading	\$220,000	\$220,000	100%	\$ 0
Erosion Control	\$30,000	\$30,000	100%	\$ 0
Sewer, Water and Storm	\$325,000	\$227,500	70%	\$ 97,500
Street and Trails	\$142,500	\$142,500	80%	\$ 28,500
Engineering and Surveys	\$85,000	\$76,500	90%	\$ 8,500
Landscaping and Irrigation	\$60,000	\$ 0	0%	\$ 60,000
TOTAL REMAINING WORK				\$194,500

125% SECURITY REQUIREMENT **\$243,125**

10.3 As various improvements are completed, approved and accepted by the City Engineer, the amount of the surety bond, letter of credit or equivalent may be reduced accordingly (but not below 125% of the remaining unfinished improvements, together with any costs

that have not been paid, pursuant to Article XIV). Any such reductions must have the prior written approval of the City Engineer.

- 10.4** In the event the Developer fails to comply with any of the covenants and agreements contained in this Agreement and so remains not in compliance for a period of thirty (30) days after receipt of written notice thereof from the City (or such shorter period of notice as the City may reasonably deem necessary in case of an emergency), the City may, at its option, use the proceeds of the surety bond or cash escrow or letter of credit to cure such noncompliance and complete the development or such part as may not have been completed, all in accordance with the Plans and Specifications as described herein.

ARTICLE XI Completion Date

- 11.1** Final approval and acceptance of Villas of Wilkinson Lake – Phase III shall be in the form of a resolution duly passed by the Council based upon the recommendation of the City Administrator.
- 11.2** The Developer shall provide to the City a written schedule indicating the order of completion of the work covered by this Agreement. Included within such schedule there shall be schedules for the completion of grading of on-site roads, utilities and landscaping, berming, drainage, ponding and trails. All work shall be completed within three (3) years after filing of this Development Contract.
- 11.3** The Council may, but is not obligated to, extend the date for completion of the work. As provided herein, based upon written notice from the Developer that due to circumstances reasonably beyond the Developer's control, completion of the work will be delayed.

ARTICLE XII Developer's Warranties

- 12.1** For a period of one (1) year after completion of the work, the Developer warrants that all of the work was performed in a workmanlike manner and will be free of defects and in strict conformance with the final Plans and Specifications. The foregoing one (1) year warranty period shall not reduce the Developer's further responsibilities with respect to sewer maintenance and repair.
- 12.2** The City, the Council and its agents or employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, materialmen, laborers, or to any other person or persons or entities whatsoever, for any claim, claim demand, damages, actions, or causes of action of any kind arising out of or by reason of the performance of work pursuant to this Agreement, or the performance and completion of the work and the improvements provided herein, except for the grossly negligent acts or omissions of the City or its agents. The Developer will save, indemnify, and hold the City harmless from all such claims, claim demands, damages, actions, or causes of action or the costs, disbursements, and expenses of defending the same, specifically including, without intending to limit the categories of said costs, the costs 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 that may be brought against the City.

ARTICLE XIII
Assignment

- 13.1** The terms and conditions of this Agreement are binding upon the heirs, successors and assigns of the parties hereto and shall run with the land. The Developer may not assign this Agreement, or its obligations hereunder in whole or in part without the written consent of the City, which consent is in the sole discretion of the City to grant or not to grant.

ARTICLE XIV
Payments By Developer

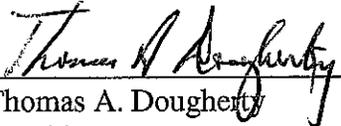
- 14.1** The Developer shall pay to the City all amounts actually expended by the City to cover any costs and expenses incurred by the City in the administration of this Agreement, including attorneys' fees for the preparation hereof. The Developer has the right to request an estimate of the costs to be incurred by the City for various consultants used by the City in the performance of this Agreement. The Developer shall request such estimates in writing directly from the consultants. The City is not bound by the estimates.
- 14.2** The City shall bill the Developer for such costs, supported by detailed invoices from any consultants, and the Developer agrees to pay such costs within thirty (30) days after receipt of each bill by the City.

ARTICLE XV
Miscellaneous

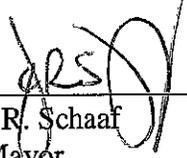
- 15.1** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.
- 15.2** This Agreement is in recordable form, and the Developer agrees that upon execution of this Agreement, Developer if required by the City will register this Agreement with the Registrar of Titles of Ramsey County and provide evidence of such registration to the City.
- 15.3** The City's approval of building permits for the Property is conditioned upon the execution and delivery of this Agreement, together with the required security for improvements as set forth in Article X.

WHEREFORE, the parties hereunto have signed this Agreement effective the day and year first above written.

NORTH OAKS COMPANY, LLC

By 
Thomas A. Dougherty
Its President

CITY OF NORTH OAKS

By 
John R. Schaaf
Its Mayor

And

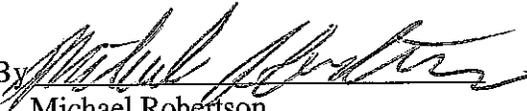
By 
Michael Robertson
Its City Administrator

EXHIBIT "A"

PLANS AND SPECIFICATIONS

VILLAS OF WILKINSON LAKE – PHASE III

PRELIMINARY PLANS

1. Kurth Surveying, Inc. Existing Conditions, Sheet 1B of 7, dated September 19, 2006
2. Kurth Surveying, Inc. Preliminary Plan, Sheet 2B of 7, dated September 19, 2006
3. Kurth Surveying, Inc. Preliminary Easement Plan, Sheet 3B of 7, dated September 19, 2006
4. Plowe Engineering, Inc. Preliminary Grading Plan, Sheet 4B of 7, dated September 20, 2006
5. Plowe Engineering, Inc. Preliminary Utility Plan, Sheet 5B of 7, dated September 20, 2006
6. Plowe Engineering, Inc. Preliminary Utility Plan, Sheet 6B of 7, dated September 20, 2006
7. Paul Miller Design, Inc. Preliminary Landscape Plan, Sheet 7B of 7, dated September 29, 2006

FINAL PLANS

1. Kurth Surveying, Inc. Final Existing Conditions, Sheet 1 of 7, dated September 27, 2007
2. Kurth Surveying, Inc. Final Plan, Sheet 2 of 7, dated September 27, 2007
3. Kurth Surveying, Inc. Final Easement Plan, Sheet 3 of 7, dated September 27, 2007 (rev. 1/02/08)
4. Plowe Engineering, Inc. Final Grading Plan, Sheet 4 of 7, dated September 27, 2007
5. Plowe Engineering, Inc. Final Utility Plan, Sheet 5 of 7, dated September 27, 2007
6. Plowe Engineering, Inc. Final Erosion Control Plan, Sheet 6 of 7, dated September 27, 2007
7. Paul Miller Design, Inc. Final Landscape Plan, dated September 27, 2007

EXHIBIT "B"

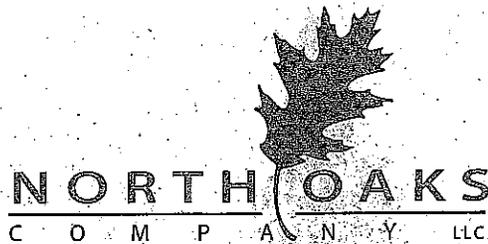
**Legal Description
Ramsey County, Minnesota**

Residential Lots:

Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M" and "N", Registered Land Survey No. 603, files of the Registrar of Titles, Ramsey County, Minnesota.

Open Space:

Tracts "O" and "P", Registered Land Survey No. 603, files of the Registrar of Titles, Ramsey County, Minnesota.



February 3, 2017

City of North Oaks
100 Village Center Drive, Suite 150
North Oaks, Minnesota 55127

Re: Final Plans
Red Forest Way, Phase 2-B

Ladies and Gentlemen,

North Oaks Company LLC requests final approval at the March 9, 2017 City Council meeting for fifteen lots in the Red Forest Way, Phase 2-B of development for Site "K" of the Master Development Plan of the Planned Unit Development Agreement. The original Red Forest Way Phase 2 consisted of 25 lots and received preliminary approval at the May 8, 2008 City Council meeting. North Oaks Company LLC split the Phase 2 development into two phases. Red Forest Way Phase 2-A consisted of 10 lots and received final approval on October 9, 2008.

Enclosed for your review is one large complete drawing set and 12 reduced sets of the following documents for the remaining 15 lots for Red Forest Way 2-B.

Sheet #

1. Final Lot Layout- dated January 26, 2017
2. Final Plan- dated January 26, 2017
3. Final Easement Plan-dated January 26, 2017
4. Final Utility Plan – dated January 26, 2017
5. Final Grading and Erosion Plan-dated January 26, 2017

Also enclosed is a summary of all lot sizes, adjusted, gross, and useable areas, dated January 26, 2017.

Background. Development Site "K" as described in Appendix 1 of the Planned Unit Development Agreement allowed 64 single-family detached dwelling units and is eligible for a 30% density increase. Red Forest Way, Phase 1 consisted of 17 lots, Phase 2-A consisted of 10 lots and Phase 2-B consists of 15 lots.

The lots have been planned to take advantage of the natural contours of the land and the views into the conservation area to the north and east.

Performance Standards: Development Site "K" is zoned RSL-PUD. The Planned Unit Development Agreement refers to the City Zoning Ordinance for performance standards in this residential use. The standards per the Zoning Ordinance will be observed as follows:

A. Lot Area Requirements:

As per the Zoning Ordinance, the size of each lot is required to have a minimum area of 1.45 acres. The attached lot summary table shows the smallest proposed lot has an area of 2.03 acres and the average size of all the lots is 2.64 acres.

All lots must have a minimum of 25,000 contiguous square feet of useable area as defined in the Zoning Ordinance, Section 152.005. The smallest lot has 42,530 square feet of useable area.

B. Setbacks:

All setbacks are shown on the plans and indicate sufficient area for home construction.

C. Building Heights:

The height of any building shall not exceed 35'. Conditional Use Permits can be requested from the City for additional height up to 45'.

D. Floor Area Ratios:

The combined total floor area ratio (FAR) of all buildings on any lot shall not exceed 12%.

Shoreland: No part of this phase is in a shoreland district and therefore no shoreland setbacks are required.

Wetlands: Wetlands in all of Phase II were delineated by Kjolhaug Environmental Services and reviewed by VLAWMO. There are no wetland impacts in Phase 2-B.

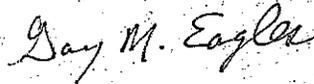
Park and Open Space Requirements: There are no requirements for park or open space in this area. There will be access to the primary trail system.

Home Owners' Association: This development will be part of the North Oaks Home Owners' Association, Inc. and will not be served by a separate sub association.

Phase Plan: Also enclosed with the package are copies of a current estimated Phase Plan, updating Exhibit "B5" from the Master Development Plan of the Planned Unit Development Agreement.

We look forward to presenting this plan to you and responding to your questions and comments.

Very truly yours,



Gary M. Eagles
Vice President

Enclosures

cc: Mike Robertson, City Administrator (w/encl.)
Ben Gozola, City Planner (w/encl.)
Mike Kuno, City Engineer (w/encl.)
David Magnuson, City Attorney (w/encl.)
Mark Houge, North Oaks Company LLC President
Kimberly Murray, NOHOA (w/encl.)

GENERALIZED PLAN FOR PHASING AND DEVELOPMENT

EAST OAKS PUD

SITE NAME	PDA Dwelling Units designated	Actual Platt 1999-2006	Actual Platt 2007-2009	Actual Platt 2010-2017	Proposed 2018-2028	Total	Potential Density Shift	Permitted Density Increase
A WILDFLOWER (Peterson Place)	40	27	0	0	0	27	13	30% = 12
B EAST PRESERVE	2				2	2	0	30% = 1
C NORD	10				10	10	0	30% = 3
D RAPP FARM	200	34	0	122	0	156	44	50% = 100
E-1 EAST WILKINSON	110	61	34	28	14	137	-27	50% = 55
F ANDERSON WOODS (Andersonville)	10				10	10	0	30% = 3
G GATE HILL	68				68	68	0	30% = 20
H ISLAND FIELD	35				35	35	0	30% = 11
I THE PINES (East Mallard Pond)	54	54				54	0	0
J NORTH SKI HILL	7	7				7	0	30% = 2
K RED FOREST WAY (North Black Lake)	64	17		24	23	64	0	30% = 19
L SOUTHEAST PINES (South Deer Hills)	45	45				45	0	0
	645	245	34	174	162	615	30	

E-2	COMMERCIAL ACREAGE	Allowed per PDA	Actual dev.	Conversion
		21	16	5/acre=25



NORTH OAKS
C O M P A N Y L L C

September 27, 2007

The Honorable Thomas N. Watson,
City Council Members
City of North Oaks
100 Village Center Drive, Suite 150
North Oaks, Minnesota 55127

**Re: Villas of Wilkinson Lake
Subdivision 06-01
Final Plans Dated September 27, 2007**

Dear Mayor Watson and Council Members:

North Oaks Company, LLC, requests that the Villas of Wilkinson Lake-Phase III subdivision proposal be placed on the agenda for the City Council meeting on October 11, 2007. We request City Council final approval of all plans submitted with this package.

This matter received preliminary approval subject to nine conditions at the City Council meeting on December 14, 2006. The conditions are:

1. "Work be completed per Preliminary Plans, Sheets 2-9 dated May 27, 2004 and Existing Conditions Plan, Sheet 1 of 9, dated June 1, 2004." **Work will be completed per Final Plans, sheet 2-7, dated September 27, 2007 and Existing Plan, sheet 1, dated September 27, 2007.**
2. "The City Engineer review and approve all final plans, details, and specifications to include irrigation prior to construction." **Utility Plans were submitted and approved by City Engineer.**
3. "Staff and City Forester review and approve all final landscape plans and plant lists and rare plant protection strategies." **All final landscape plans and plant lists and rare plant protection strategies will be submitted and approved by Staff and City Forester prior to construction and installation."**

4. "Copies of the applications and permits from the Department of Health, Minnesota Pollution Control Agency and VLA WMO are provided to City Staff for review." **Applications and Permits were provided to City Engineer for review.**
5. "White Bear Township approves sanitary sewer and water main improvements." **White Bear Township has approved sewer and water main improvements.**
6. "Preparation and execution of a Development Contract acceptable to the City." **A Development Contract acceptable to the City will be prepared and executed.**
7. "Provisions of sub-association documents to the City." **The Villas of Wilkinson Lake Home Owners Association documents have been provided to the City as part of the final approval of Phase I. Each additional Phase adds property to these same documents.**
8. "North Oaks Company to complete the primary trail to NOHOA trail specifications prior to sale of lots and maintain the trail until transferring easement rights to NOHOA". **The trail has been completed to NOHOA's standards and easement rights have been transferred to NOHOA.**
9. "No trails shall be extended to the City of Lino Lakes." **No trails extend into Lino Lakes.**

One revision has been made from the Preliminary Plans to the Final Plans. The configuration of Phoebe Lane has been shortened slightly because of grading concerns adjacent to wetlands.

Included in this packet are:

1. Final Existing Conditions
2. Final Plan
3. Final Easement Plan
4. Final Grading Plan
5. Final Utility Plan
6. Final Erosion Control and Detail Sheet
7. Final Landscape Plan

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christine Heim".

Christine Heim
Vice President Planning

cc: James March, City Administrator
Kristina Smitten, City Planner
Jeff Roos, City Engineer
Thomas Newcome, III, City Attorney



August 16, 2019

Mr. Mike Robertson
City Administrator
City of North Oaks
100 Village Center Drive, Suite 230
North Oaks, Minnesota 55127

Re: East Oaks PDA – Decennial Review

Dear Mike,

During the second Decennial Review meeting July 8, 2019 various questions were raised regarding housing counts and commercial acreage figures in the Seventh Amendment to the East Oaks Development Agreement (PDA). This letter is intended to address some of those questions.

Attached is Exhibit B-5.1 to the PDA, the Generalized Plan for Phasing Development. This Exhibit sets forth number of housing units and the commercial use acres developed as of the date of the Seventh Amendment. Several questions have been raised as to the accounting of housing units and commercial use acres developed, we attempt to explain as follows:

- Site D – Rapp Farm: The referenced Registered Land Surveys create 157 separate tracts. 156 tracts are used for housing units, one additional tract was created for the club house and pool,
- Site K – North Black Lake (Red Forest Way): The original Registered Land Surveys approved by the City create 42 tracts. There are 41 existing housing units. In one case, three tracts were combined to create two tracts prior to development,
- Site E-2 – Waverly Gardens Mews: each of the existing 76 independent living apartments is counted as one housing unit. Waverly Gardens retains the right to develop 14 additional housing units on the site (RLS 603, Tract Q) it owns west of Wilkinson Lake Boulevard, which is a total of 90 housing units,
- Site E-3 – Waverly Gardens Main Building and Tria/Office: In 2010 as a part of the Seventh Amendment, the City Council determined the most appropriate method to account for the density of land use was to recognize the development as a Commercial Development which occupies 15.27 of the 21 commercial use acres permitted under the Seventh Amendment. The 15.27 acres is the area depicted on Exhibit C-4 of the Seventh Amendment (which is Exhibit B.1-3 of the PDA). Exhibit C-4 does not include all of Tract D and Tract E of Registered Land Survey No. 586. The portions of Tract D and Tract E that underlie Centerville Road are not included on Exhibit C-4 as they are not subject to easements for public use and not available for commercial use. This is why the

gross acreage of the Registered Land Survey tracts are not the same as the Seventh Amendments calculation of commercial use acres.

Section 13 of the Seventh Amendment states "The City and Developer hereby agree that further supplements to Exhibit B-5.1 shall be appended to the Agreement from time to time as Development Occurs. I am also attaching an updated Exhibit B-5.1 which reflects development that have occurred since 2010. To comply with the requirements of Section 13, the Company proposes that this update be appended as a supplement to Exhibit B-5.1 of the Seventh Amendment.

There were also questions as to the chronology of events; the City conditioned its April 7, 2010 approval of Site Plan 07-02 Phase 2- The Mews and Site Plan 07-03 Phase 2 North Addition on the City's and the Company's execution of the Seventh Amendment. The issues of how the housing units were counted and commercial use acres used in connection with Waverly Gardens was thoroughly reviewed during the first Decennial Review and memorialized in Seventh Amendment. Attached for reference is a May 24, 2010 Memorandum from Melinda Coleman, City Administrator that described changes to the PDA discussed during the first Decennial Review.

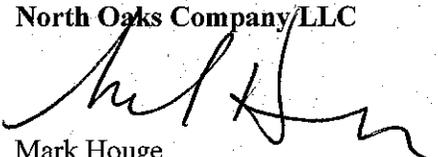
In connection with the future development of Gate Hill and Island Field, the Company will convene a community gathering to seek input on its plans for those developments. Community members are currently asking for alternatives to single-family housing in North Oaks, so the Company's plans may include attached housing alternatives such as condominiums and twin homes.

After obtaining feedback from the community, the Company will submit Preliminary Plans for each separate development site for review and approval by the City (with input from NOHOA) when the Company is prepared to begin construction of lots at a specific site.

Over the remaining term of the PDA, the Company will continue to seek input from residents, NOHOA, and housing experts familiar with North Oaks to determine what type housing (e.g. single-family, villas, condominiums, etc.) the leaders in the community believe preserves the legacy and value of properties in North Oaks.

Please call if you have any questions or concerns. We look forward to working with City staff, Planning Commission, and City Council to complete the development of each of the sites encompassed in the Subject Property of the PDA.

Sincerely,
North Oaks Company LLC



Mark Houge
President

CC: Mr. Gregg Nelson, Honorable Mayor
Mr. Mark Azman, Chair of the Planning Commission
Bridgette Nason, City Attorney

NORTH OAKS COMPANY
EAST OAKS PUD

SITE NAME	PDA Dwelling Units designated	Actual 1999-2006	Actual 2007-2009	Proposed 2010-2015	Proposed 2016-2025	Proposed 2026-2035	Proposed 2036-2048	Potential Density Shift	Permitted Density Increase
A WILDFLOWER (Peterson Place)	40	27	0	0	0	0	0	13	30% = 12
B EAST PRESERVE	2				2			0	30% = 1
C NORD	10				5	5		0	30% = 3
D RAPP FARM	200	34	0	25	32	32	33	44	50% = 100
E-1 EAST WILKINSON Residential	45	19	0	0	14	14	0	-2	50% = 22
E-2 EAST WILKINSON Senior Housing	65		90		18			-43	50% = 33
F ANDERSON WOODS (Andersonville)	10				3	3	4	0	30% = 3
G GATE HILL	68					30	38	0	30% = 20
H ISLAND FIELD	35				5	15	15	0	30% = 11
I THE PINES (East Mallard Pond)	54	54						0	0
J NORTH SKI HILL	7	7						0	0
K NORTH BLACK LAKE (Red Forest Way)	64	17	10	0	15	22		0	30% = 2
L SOUTHEAST PINES (South Deer Hills)	45	45						0	30% = 19
	645	203	100	25	94	121	90	12	
		141	102						

Building Permits issued

PDA-allowed conversion to dwelling units

Allowed per PDA Actual dev.

5/acre = 28

COMMERCIAL ACREAGE

21 15.27

6/22/2010

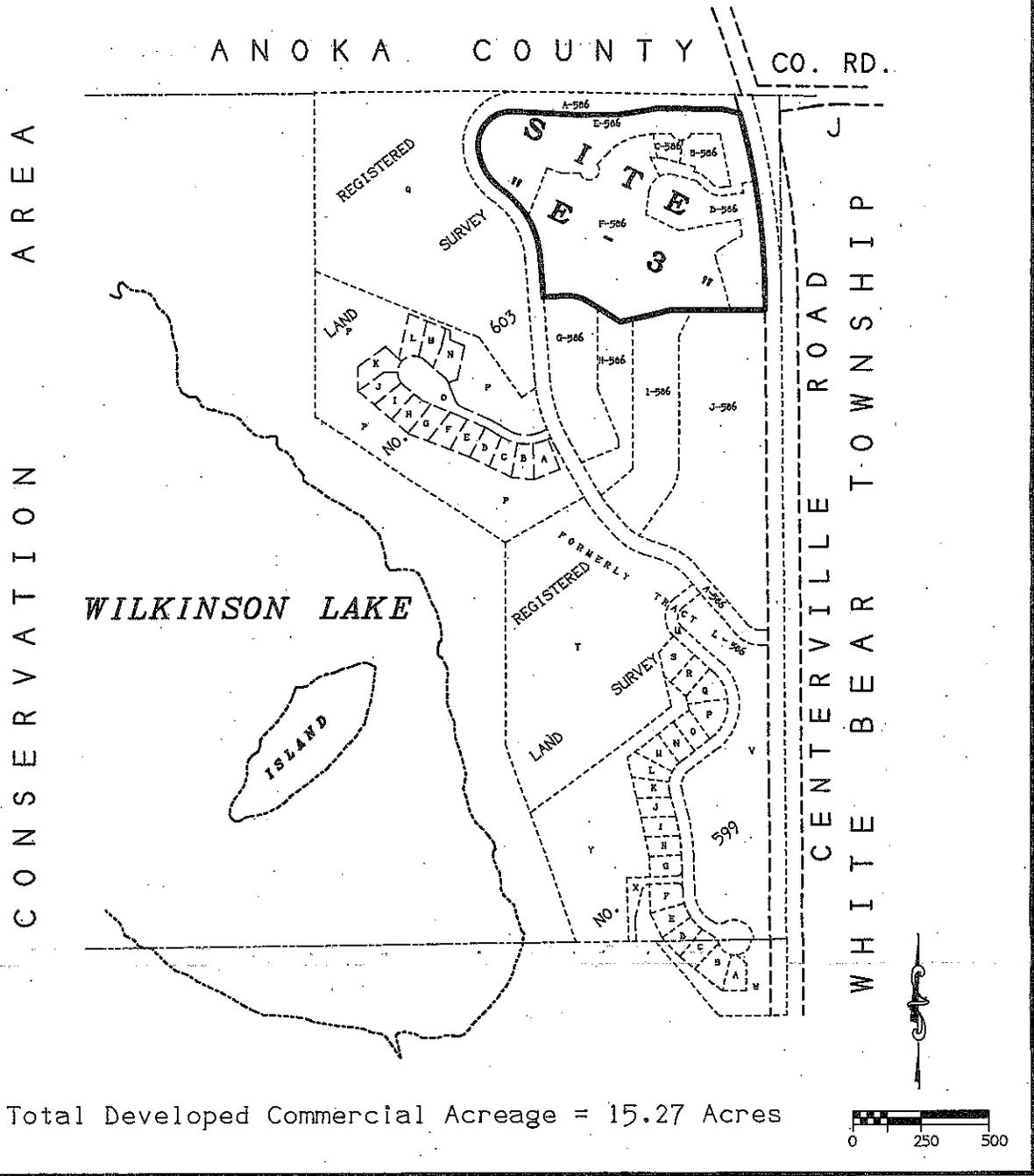
EXHIBIT B5.1 - GENERALIZED PLAN FOR PHASING DEVELOPMENT
 NORTH OAKS COMPANY
 EAST OAKS PUD
 Updated: 08.16.19

SITE	NAME	PDA Dwelling Units designated	Actual 1999-2006	Actual 2007-2009	Actual 2010-2018	Total Units To Date	Proposed 2019-2029	Potential Density Shift	Permitted Density Increase	RLS #'s Filed to date
RESIDENTIAL HOUSING										
A	WILDFLOWER (Peterson Place)	40	27	0	0	27	0	13	30% = 12	564
B	EAST PRESERVE	2	0	0	0	0	2	0	30% = 1	
C	NORD	10	0	0	0	0	10	0	30% = 3	
D	RAPP FARM	200	34	0	122	156	0	44	50% = 100	589 611 612 614 617 626
E-1	EAST WILKINSON Villas of Wilkinson Lake	45	19	0	28	47	0	-2	50% = 22	599 603 615
E-2	EAST WILKINSON Waverly Gardens - Mews	65	0	90 (see note 1)	0	90	0	-25	50% = 33	586 603
F	ANDERSON WOODS (Andersonville)	10	0	0	0	0	13	-3	30% = 3	
G	GATE HILL	68	0	0	0	0	65	3	30% = 20	
H	ISLAND FIELD	35	0	0	0	0	46	-11	30% = 11	
I	THE PINES (East Mallard Pond)	54	54	0	0	54	0	0	0	562
J	NORTH SKI HILL	7	7	0	0	7	0	0	30% = 2	569
K	NORTH BLACK LAKE (Red Forest Way)	64	17	9	15	41	42	-19	30% = 19	566 604 618 629
L	SOUTHEAST PINES (South Deer Hills)	45	45	0	0	45	0	0	0	571
Subtotal		645	203	99	165	467	178	0		
COMMERCIAL										
E-3	EAST WILKINSON (Waverly Gardens & Tria)	21	15.27	0	0	15.27	0	0		586
	SITE TO BE DETERMINED						5.73	0		

Note 1: Waverly Gardens owns RLS 603, Tract Q with rights to build 14 Housing Units.
 Note 2: One Commercial Acre equals 5 Housing Units

THE GARDENS OF NORTH OAKS EXHIBIT "B-1.3"

, 2010



RLK-North Oaks\Wilkinson\Exhibits\New Ex. B1.3-Site E-2.gxd 4-30-10 8.5x11 1"=500'



June 28, 2019

Mr. Mike Robertson
City Administrator
City of North Oaks
100 Village Center Drive, Suite 230
North Oaks, Minnesota 55127

Re: East Oaks PDA – Decennial Review

Dear Mike,

North Oaks Company LLC has completed its evaluation of issues to be discussed in the Decennial Review, as per Article 6, paragraph 6.3, in the East Oaks Planned Unit Development Agreement (PDA). The only issues we would like to discuss are referenced in subparagraph (3) regarding the application of the PUD Controls to the Development Sites, the Master Development Plan, and the East Oaks PUD Project.

A concept plan intended to prompt discussion about how the Subject Properties may be developed was presented to City Staff in January 2019. The intent was to collaborate with City Staff, members of the Planning Commission, members of the City Council, and the NOHOA Board to conduct workshops with Members of NOHOA to seek input and refine the proposed design solutions, which then would provide for the future needs of the City and NOHOA. Specifically, to respond to the current needs in the market for homes in North Oaks and improve the infrastructure systems that best meet the needs of NOHOA Members, such as privacy, security, safety, and enhanced property values.

Article 5, paragraph 5.3, specifically states the Final Plan shall conform in material respects to this Planned Development Agreement, not that all Preliminary or Final Plans conform literally as shown in the East Oaks Development Plan - Exhibit B. By way of example two entrances were constructed for access into Rapp Farm versus the four originally shown on Exhibit B2, and an access for four lots from the north end of Anderson Woods was incorporated to enhance the Villas of Wilkinson Lake development versus strictly accessing all lots from the south.

During the current decennial review North Oaks Company LLC (The Company) would like to confirm that going forward the City supports The Company facilitating community workshops to review an area wide concept plan and it will provide some flexibility in the design of parcels to be built-out during the period from 2019-2029. The Company will submit Preliminary Plans for each separate development Parcel at a later date for review and approval at the time The Company is prepared to build-out a specific parcel. This approval process will be independent of a concept plan review process, which is the process used in the past and the only practical way of administering a multi-phase development that spans 30 years. It may take another 10 years to

build-out the remaining parcels, and as such we cannot predict exactly what the market and residents of North Oaks would like for housing choices and infrastructure.

In addition, The Company would like to collaborate with the Members, NOHOA, and the City to create the most suitable housing types (e.g. Condominium, twin-homes, brownstones, etc.) in the future. This may require interpretation of the definition of multi-family building type definition in the RCM-PUD zoning category to include three-story condominium buildings, twin homes, and brownstones. These interpretations will be for the purpose of designed the highest quality housing for those in North Oaks that prefer alternative to a single-family home on a large wooded lot.

We will continue to seek input from all residents and housing experts familiar with North Oaks to determine what type housing (e.g. single-family, villas, condominiums, etc.) the community wants and materially conforms to the terms of the PDA. Please call if you have any questions or concerns. We look forward to working with City staff, Planning Commission, and City Council to complete the development of each of the parcels encompassed in the Subject Property of the PDA.

Sincerely,
North Oaks Company LLC



Mark Houge
President

CC: Mr. Gregg Nelson, Honorable Mayor
Ms. Katy Ross, Chair of the Planning Commission
David Magnuson, City Attorney
Mikeya Griffin, Executive Director of NOHOA



April 5, 2019

Mr. Mike Robertson
City Administrator
City of North Oaks
100 Village Center Drive, Suite 230
North Oaks, Minnesota 55127

Re: East Oaks PDA – Decennial Review

Dear Mike,

Thank you for assisting with a review of the Concept Plan, Sheets 1-3, dated December 2018, for development of Gate Hill (Site G), Island Field (Site H), North Black Lake (Site K), aka Red Forest Way, Nord (Site C), and Anderson Woods (Site F). Based on the feedback received at the recent Planning Commission meetings, North Oak Company LLC (Company) has withdrawn this Concept Plan. The intent was to share the Concept Plan as a part of the 2nd Decennial Review, 20 years after the execution of the East Oaks Planned Unit Development Agreement (PDA).

Please provide a summary of questions and concerns about the Concept Plan, and clarification whether or not the City desires a road into North Oaks from Centerville Road, through Island Field and Red Forest Way, connecting to either Black Lake Road or Catbird Lane. It was our understanding the City desired a road to improve response times for fire and ambulance calls, provide another means of egress for the convenience of residents, and to relieve traffic congestion at the intersection of East Oaks Road and Centerville Road. The Company is open to incorporating a road if desired by the City.

The event center concept has been withdrawn. Please let us know if the City would like us to pursue this further. If so, we would need an amendment to the PDA to allow for it to be considered at any of the three parcels along Centerville Road.

You will find an updated copy of Exhibit B5 – Generalized Plan for Phasing Development, dated 04.05.19 (Phasing Plan) attached. The Phasing Plan outlines the number of housing units designated for each area, Sites A – L, number of housing units platted as of April 5, 2019, and the remaining housing units available for development. It also identifies the number of commercial acres designated for development, number of acres developed, and the remaining acres for future development. You will find a column added that references the Register Land Survey (RLS) number for each development area. There are three areas that may need clarification, as follows:

- Site E2 – of the 90 units shown 76 are encompassed in the Mews Buildings and 14 remain to be platted on the parcel owned by Waverly Gardens, west of Wilkinson Lake Boulevard.

- Site K – the design of Red Forest Way Phase 2A started as a plat (RLS 604) of 10 lots but was later reduced to 9 lots (RLS 618).
- Site E3 – was created to encompass the main building for Waverly Gardens and the office building that houses Tria Restaurant and North Oaks Companies; the City and the Company agreed it equated to 15.27 acres of Commercial Area and no Housing Units (Seventh Amendment to the PDA).

You will see in the attached Phasing Plan, based on the feedback received during the recent concept review, the Company's estimate of housing units at each Site. The allocation of Commercial acres is not determined at this time. We are constantly seeking input from residents and housing experts familiar with North Oaks to determine what type housing (e.g. single-family, villas, condominiums, etc.) the community wants, and we will bring back updated concept plans for each individual Site as we determine it is ready for development. Please call if you have any questions or concerns. We look forward to working with City staff, Planning Commission, and City Council to complete the development of each Site in the PDA.

Sincerely,
North Oaks Company LLC



Mark Houge
President

CC: Mr. Gregg Nelson, Honorable Mayor
Ms. Katy Ross, Chair of the Planning Commission
David Magnuson, City Attorney

EXHIBIT B5 - GENERALIZED PLAN FOR PHASING DEVELOPMENT

NORTH OAKS COMPANY
EAST OAKS PUD

Updated: 04.05.19

SITE	NAME	PDA Dwelling Units designated	Actual 1999-2006	Actual 2007-2009	Actual 2010-2018	Proposed 2019-2029	Potential Density Shift	Permitted Density Increase	RLS #'s Filed to date
RESIDENTIAL HOUSING									
A	WILDFLOWER (Peterson Place)	40	27	0	0	0	13	30% = 12	564
B	EAST PRESERVE	2	0	0	0	2	0	30% = 1	
C	NORD	10	0	0	0	10	0	30% = 3	
D	RAPP FARM	200	34	0	122	0	44	50% = 100	589 611 612 614 617 626
E-1	EAST WILKINSON Villas of Wilkinson Lake	45	19	0	28	0	-2	50% = 22	599 603 615
E-2	EAST WILKINSON Waverly Gardens - Mews	65	0	90 (see note 1)	0	0	-25	50% = 33	586 603
F	ANDERSON WOODS (Andersonville)	10	0	0	0	13	-3	30% = 3	
G	GATE HILL	68	0	0	0	65	3	30% = 20	
H	ISLAND FIELD	35	0	0	0	46	-11	30% = 11	
I	THE PINES (East Mallard Pond)	54	54	0	0	0	0	0	562
J	NORTH SKI HILL	7	7	0	0	0	0	30% = 2	569
K	NORTH BLACK LAKE (Red Forest Way)	64	17	9	15	42	-19	30% = 19	566 604 618 629
L	SOUTHEAST PINES (South Deer Hills)	45	45	0	0	0	0	0	571
COMMERCIAL		645	203	99	165	178	0		
E-3	EAST WILKINSON Waverly Gardens & Tria	21	15.27	0	0	5.73			586

Acreage Allowed Acreage Developed Remaining Acreage dwelling units / acre = 29

Note 1: Waverly Gardens owns Tract 603 with rights to build 14 Housing Units as of 04.05.2019.

Site	Name	Zoning	Planned Number of Development Units	Density Increase Allowed	Planned Number of Development Units	Density Increase Allowed
Site A	Peterson Place	RMM-PUD	40	30%	40	30%
Site B	East Preserve	RSM-PUD	2	30%	2	30%
Site C	Nord	RSM-PUD	10	30%	10	30%
Site D	Rapp Farm	RMIH-PUD	200	50%	200	50%
Site E	East Wilkinson**	RCM-PUD	110	50%	110	50%
Site F	Andersonville a) Anderson Woods	RMIH-PUD	10	30%	10	30%
Site G	Gate Hill	RCM-PUD	68	30%	68	30%
Site H	Island Field	RCM-PUD	35	30%	35	30%
Site I	East Mallard Pond	RSM-PUD	54	No	54	No
Site J	North Ski Hill	RSM-PUD	7	30%	7	30%
Site K	North Black Lake	RSL-PUD	64	30%	64	30%
Site L	South Deer Hills	RMIH-PUD	45	No	45	No
Site M		LI-PUD	0	-	0	0
Added per 7th Amendment: Site E-2	The Mews**	RCM-PUD			110	50%
Added Per 7th Amendment: Site E-3	Waverly Gardens	RCM-PUD				

Note: Changed from Site E to Site E-1, in 7th Amendment

Total Dwelling Units

645

645

**Per Appendix 1 (7th Amendment) the 110 units shown under E-1 and E-2 is a TOTAL of 110 dwelling units between the two sites, noting that "[u]nits can be allocated between sites E-1 and E-2 in any manner so long as the total does not exceed the total allowed."

Site	Name	1999 Zoning	1998 EAW Acreage	1999 Planned Number of Development Units	1998 EAW Proposed Units	1999 Density Increase Allowed	2010 Exhibit B-5.1 PDA Dwelling Units Designated	2010 Exhibit B-5.1 Actual Dwelling Units	2019 Actual Housing Counts (Dwelling Units Built)*	2019 Available Potential Density/ Density Shift, Not Including Density Bonuses	2019 Additional Dwelling Units Per Site if Available Density Increase Applied to Site**	2020 Developer Proposed Dwelling Units Per Site (1.24.2020 Dev. Phasing Plan)	Total Dwelling Units: Existing + Developer Proposed	2019 Commercial Acreage****	Dwelling Unit/Density Notes
Site A	Peterson Place (Wildflower)	RMM-PUD	82	40	40	30%	40	27	27	13	25	0	27		
Site B	East Preserve	RSM-PUD	6	2	2	30%	2	0	0	2	2.6	1	1		
Site C	Nord	RSM-PUD	51	10	10	30%	10	0	0	10	13	12	12		
Site D	Rapp Farm	RMH-PUD	110	200	200	50%	200	34	156	44	144	0	156		***
Site E	East Wilkinson	RCM-PUD	98	110	110	50%									
	Site E-1 (Villas of Wilkinson Lake)	RCM-PUD					45	19	47	-27	28	0	47		*****
	Site E-2 (The Mews)	RCM-PUD					65	90	90			0	90		*****
Site F	Andersonville (Anderson Woods)	RMH-PUD	35	10	10	30%	10	0	4	6	9	9	13		*****
Site G	Gate Hill	RCM-PUD	32	68	68	30%	68	0	0	68	88.4	84	84		
Site H	Island Field	RCM-PUD	22	35	35	30%	35	0	0	35	45.5	46	46		
Site I	East Mallard Pond (The Pines)	RSM-PUD	97	54	54	No	54	54	54	0	0	0	54		
Site J	North SKI Hill	RSM-PUD	13	7	7	30%	7	7	7	0	2.1	0	7		
Site K	North Black Lake (Red Forest Way)	RSL-PUD	194	64	64	30%	64	27	42	22	41.2	34	76		
Site L	South Deer Hills (Southeast Pines)	RMH-PUD	40	45	45	No	45	45	45	0	0	0	45		
Site M	-	LI-PUD		0	-										
Site E-3	East Wilkinson (Waverly Gardens and Tria)	RCM-PUD												15.27	
TOTAL	Totals		780	645	645		645	303	472	173		186	658	15.27	

Total Dwelling Units: Existing (including the 14 unbuilt units + Proposed dwelling units (INCLUDES proposed commercial acre to housing unit conversion (J35+M35)) Total Dwelling Units: Existing (EXCLUDING the 14 unbuilt units + Proposed dwelling units (J35+M35)-14))

658

644

*= Based on draft updated Exhibit B-5.1 dated 8/16/19, prepared by the North Oaks Company

**=This number shows the total number of additional dwelling units permitted in each site if the permitted density increase were applied. Under the PUD, the maximum dwelling unit count is 645, meaning all of the density increases shown could not occur on each site. Site-specific dwelling unit calculations provided for informational purposes only.

***= Rapp Farm consists of 157 lots, one of which contains a clubhouse and pool and not a dwelling unit. Only Dwelling Units are counted toward the dwelling unit maximum. How the lot with the pool and clubhouse is counted is not explicitly spelled out in the PUD. The City will need to address this clubhouse/pool lot development when it updates Exhibit B-5.1., and must determine if the Pool and Clubhouse meets the definition of a Dwelling Unit. If the clubhouse and pool meet the definition of a Dwelling Unit, then it should be counted in the Rapp Farms count and the housing count should be updated to 157.

****= Commercial Acreage number taken from references to the same throughout the 7th Amendment. See memo for additional detail regarding calculations related to developed commercial acreage.

*****=Per 7th Amendment, the total number of dwelling units for sites E-1 and E-2 is 110. Dwelling units can be located on either site.

*****= August 16, 2019 correspondence from North Oaks Company states that Site E-2 is developed with 76 independent living apartments, each of which is counted as one housing unit, and notes that "Waverly Gardens retains the right to develop 14 additional housing units on the site (RLS 603, Tract O) it owns west of Wilkinson Lake Boulevard, which is a total of 90 housing units." Units which are not yet built should not be included in the "already built" unit count, but are included for this site only based on the representation that Presbyterian Homes has the right to construct 14 additional dwelling units on Site E-2.

***** = It is unclear if four units for Anderson Woods/Wilkinson Villas have been constructed. This table reflects the 8.16.19 correspondence from the North Oaks Company that no dwelling units have been constructed on Site F (Anderson Woods/Andersonville).

*****=Total development numbers and remaining units if 90 units calculated as constructed for Site E-2.